



RC-10-08

Restoration Contract

CUSTOMER INFORMATION:

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Home Phone: _____ Cellular: _____

E-Mail: _____

What is the best time to reach you: _____?

VEHICLE INFORMATION:

Make: _____

Year: _____ Mileage: _____

Vehicle Number: _____ Engine Number: _____

Other Information about the car:

RESTORATION TYPE:

Driver: _____ Show: _____ Other: _____



DELIVERY INFORMATION:

Cars will be received by Marquis Auto Restorations Monday through Friday between the hours of 10:00 am and 3:00 pm. Please ensure that the transport company is aware of these hours and has our telephone number to confirm their arrival. All shipping cost are to be covered by the customer and no cars will be received COD.

From Customer

Method of Shipping: _____

Date of Shipping: _____

Date of Arrival: _____

Carrier Information: _____

Contact Person: _____

Carrier/Driver Phone: _____

Is the car able to be driven off the truck: _____?

Marquis Auto Restorations

Once the car is completed and all payment have been received and cleared by Marquis Auto Restorations, you will be contacted so that shipping arrangements can be made. Marquis Auto Restorations reserve the right to use their preferred carrier(s) unless otherwise agreed upon in writing and signed by both parties.

Carrier Information: _____

Date of Shipping: _____

Date of Arrival: _____

Contact Person: _____

Carrier/Driver Phone: _____



CONTRACT TERMS

INSURANCE INFORMATION:

Customer will be required to produce proof of insurance and is to carry coverage on the vehicle while being restored at Marquis Auto Restorations.

Vehicle value for insurance purposes: _____
(Figure to be provided by customer)

Insurance Carrier: _____

Agent Information: _____

Phone Number: _____

PROOF OF OWNERSHIP:

Customer is required to provide a copy of the title and include proof of ownership of the vehicle upon signing of this agreement and prior to the commencement of the of the restoration project.

PAYMENT TERMS:

Marquis Auto Restorations will bill monthly on the basis of time (labor) spent on the restoration project, materials used, and any expenses for contracted services related to the project. The labor rate currently in effect is \$88.00 per hour and will remain in effect until further written notice to the customer, giving 30 days advance notice. Materials and contracted services will include the cost of shipping, advertising and any other cost associated with obtaining the materials for the restoration project.

Customer acknowledges that there are many unknown variables associated with the cost of their restoration project, including, but not limited to, cost of labor and services, condition of wood, frame, inner body construction, other structural components, engine and general mechanical condition, availability and cost of parts. Therefore, it is impossible for us to provide an accurate estimate of total cost of your restoration project, and no such estimate has been given to you, orally or otherwise, unless indicated in writing and signed by both parties and attached to this agreement. By signing this agreement, the customer agrees, understands and does not request such and estimate and waives the right to such an estimate.

Customer initials: _____ Date: _____



Customer will make an initial payment to Marquis Auto Restorations in the sum of \$15,000.00 upon execution of this agreement.

Additionally, the customer will keep the account current, and will maintain the initial payment made at the commencement of the project.

Payment is due upon receipt of invoice.

Any account that has not been paid within thirty (30) days after receipt of the invoice will be subject to a late pay charge at the rate of eighteen percent (18%) per annum on the unpaid balance.

In the event this occurs you must replenish the balance before work continues on your vehicle. The balance of your initial payment to Marquis Auto Restorations will be refunded to you when the restoration project is completed and all invoices have been paid. Customer agrees to pay our reasonable attorney fees incurred in collecting any invoices that are more than 60 days past due.

Should you be unable to remain current with your payments, please notify Marquis Auto Restorations in writing so that we can adjust the work schedule or suspend work to conform with your planned payment schedule. We encourage you to discuss the situation with us so that we can try to accommodate a special arrangement.

If Marquis Auto Restorations discontinues or suspends work on your vehicle prior to the completion of the restoration project due to delays in payments, Marquis Auto Restorations will not be responsible for maintenance, upkeep or any longevity of work already performed. Should any rework need to be done, it will be at the full expense of the customer. If your vehicle is placed in storage as the result of discontinuation of work, you will be charged a storage fee at the rate of \$250.00 per month. Any time spent packaging or boxing parts, etc. will be billed at an additional rate of \$88.00 per hour.

If your vehicle remains in storage for more than six (6) months, unless otherwise agreed to in writing, Marquis Auto Restorations is authorized to dispose of the vehicle and any other property associated with the vehicle as we see fit.

Customer will be provided written notice at least ten (10) days in advance of our intent to dispose of the property. The notice will be sent to the last address on file, with address correction requested. Any funds received from the disposal of your vehicle and property will be applied to your indebtedness to Marquis Auto Restorations for unpaid contracted services, including charges for storage, removing and selling the property.



The enforceability and interpretation of this agreement and any matters arising out of the relationship between the parties bound by this agreement shall be governed by the laws of the State of Pennsylvania. Any actions arising under this agreement or out of the relationship between the parties bound by this agreement shall be brought in the District Court of Philadelphia, Pennsylvania or the Circuit Court of Philadelphia, Pennsylvania.

Marquis Auto Restorations is committed to providing the highest quality and most authentic restoration reasonably possible. The condition of your vehicle and your financial commitment to the restoration project are keys to our success. Many parts, particularly mechanical parts, will be the existing old parts whose durability we cannot guarantee. We cannot guarantee the condition of your vehicle as a new car manufacturer would; however, we do give a limited warranty against certain defects in workmanship or materials and will pass along to you any warranty applicable to parts manufactured or supplies to us by others.

We encourage you to contact us or schedule a time to visit your vehicle as work proceeds. If you have any questions about materials being used or work being preformed, please ask. We want you to be satisfied with your restoration project.

This agreement is understood to be the complete and exclusive agreement between Marquis Auto Restorations and the Customer, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement, unless modified in writing and signed by both parties. No employee of Marquis Auto Restorations or any other party is authorized to change or add to the terms of this agreement.

Customer:

I have fully read this agreement and understand and agree to the terms and conditions as outlined in this document.

Customer Printed Name

Customer Signature

