**AUTO REPAIR CONTRACT**

This Auto Repair Contract (this “**Contract**”) is made and entered into on 1/2/1990 12:00:00 AM (the “**Effective Date**”) by and between AutoRepairShop Ltd. (“**Service Provider**”) and Rae (“**Owner**”). Service Provider and Owner collectively referred to herein as the “Parties”, and are sometimes referred to individuals as a “Party”.

**RECITALS**

Owner desires to retain Service Provider to perform automobile repairs and Service Provider wishes to perform certain automobile repairs for Owner pursuant to the terms of this Contract.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

# Subject to the terms and conditions herein, Service Provider agrees to provide automobile repairs as fully described on Exhibit A (the “**Services**”).

# Contract Time.

# The term of this Agreement shall commence on the date of this Agreement.

# The term shall remain in effect until the service required hereunder have been completed satisfactorily by Service Provider unless sooner terminated as provided in this Agreement.

# Price and Payment Terms.

# The agreed upon rate for the Services shall be 1700 USD.

# Request for payment from the Service Provider shall be sent by invoice to the Owner, and such invoice shall be due and payable immediately.

* 1. All returned checks will be assessed the maximum fees allowed by law for NSF checks.

# Status of the Service Provider; Responsibilities.

## The Service Provider shall act under this Agreement as an independent Service Provider and not as Owner’s agent or employee.

## The Services will be performed will be completed in a good and workmanlike manner and in compliance with all statutes, laws, rules and regulations of any government authority or agency.

## To the extent required by law all Services shall be performed by individuals who are properly licensed to perform the Services.

# Warranty.

1. Service Provider warrants all Services will be done in a good and workmanlike manner, for a period of 1 months following completion. Warranties for equipment or parts will be as provided by the manufacturer. Owner’s recourse for defects in equipment or parts will limited to the respective manufacturer’s warranties. In the event there are defects in the Service Provider’s labor or workmanship within the warranty period, and upon receipt of written notice from Owner, Service Provider shall repair or replace the defective work (at Service Provider’s discretion), at Service Provider’s sole expense.
2. The Service Provider’s warranty does not apply to normal wear and tear, misuse, neglect, negligence, abuse or accident. Owner acknowledges he/she/they have a duty to properly maintain the product upon completion, and that a failure to maintain the product does not impose any warranty liability on the Service Provider.
3. The Service Provider shall not be liable under any circumstances whatsoever for any loss or damage to the product (either during or after completion) that results from structural deficiencies not part of the services to the product.
4. Service Provider is not liable for any consequential damages to the Owner, including but not limited to loss of use, diminution in value, or other indirect and consequential damages.

# Indemnity. To the fullest extent permitted by law, Service Provider shall indemnify and hold harmless Owner from all claims for bodily injury and property damage, other than to property covered by this Contract and insured by the Owner, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Service Provider, or anyone directly or indirectly by any of them or by anyone for whose acts of them may be liable. Service Provider shall be entitled to reimbursement of any defense costs paid above Service Provider’s percentage of liability for the underlying claim to the extent provided in the section immediately above.

1. Miscellaneous.
2. Governing Law. This Contract shall be construed under and in accordance with the laws of the State of Florida.
3. Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing contained herein shall confer any rights or benefits upon any person other than the parties hereto and their respective heirs, successors and assigns.
4. Entire Agreement. This Contract contains the full and entire agreement between the parties hereto regarding the subject matter hereof, and all prior oral or written understandings or agreements between the parties with respect to this Contract or the Work are hereby canceled as of the date hereof.
5. Amendment. This Contract shall not be amended or altered in any manner unless such amendment or alteration is in writing and signed by the parties hereto.
6. Waiver. A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver by a party of any provisions hereof shall constitute a waiver of any other matter, and all waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of any party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.
7. Severability. In the event any provision of this Contract is invalidated or unenforceable for any reason whatsoever, Owner and Service Provider hereby agree that this Contract shall, except as to such invalidated or unenforceable provision, continue to be in full force and effect.
8. Assignment. The rights or duties of Service Provider under this Contract shall not be assigned or delegated without the prior written consent of Owner.
9. Force Majeure. A party shall not be responsible for any failure or delay in performance of any obligations hereunder caused by interruptions occasioned by order or requisition of the government of the United States or any state or territory thereof, or any governmental subdivision, or any government or war activity, or embargoes, fire, riot, epidemic, flood, accident, disaster, strike, explosion, restraining order or decree of any court, Act of God, or any other cause beyond the reasonable control of a party which shall interfere with or hinder its obligations hereunder.

**IN WITNESS WHEREOF**, the Parties have caused this Contract to be executed as of the Effective Date first written above.

**OWNER: Service Provider:**

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| By: Rae | By: AutoRepairShop Ltd. |

**EXHIBIT A**

**Description of the Work**