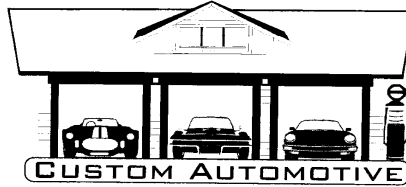


# Carriage House



[www.carriagehousecustoms.com](http://www.carriagehousecustoms.com)

227 Main Street  
Wanamingo, MN 55983

## 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### INSURANCE INFORMATION

Customer will be required to produce proof of insurance and will carry coverage on the vehicle while being stored and in work at Carriage House Custom Automotive.

Vehicle value for insurance purpose: \_\_\_\_\_  
(Figure to be provided by customer)

Insurance Company: \_\_\_\_\_

Agent Information: \_\_\_\_\_  
(Name) (Phone)

### DELIVERY INFORMATION

Cars will be received by Carriage House Custom Automotive Monday through Friday between the hours of 9:00 am and 6:00 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.

Method of Shipping: \_\_\_\_\_

Date of Shipping: \_\_\_\_\_

Date of Arrival: \_\_\_\_\_

Carrier Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Carrier/Driver Phone: \_\_\_\_\_

Is the car able to be driven off the truck? \_\_\_\_\_

### PAYMENT TERMS

Carriage House Custom Automotive 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 \$60.00 per hour and will remain in effect until further written notice to the customer, with notification of any change given 30 days in advance. Materials and contracted services will include the cost of shipping, advertising and/or 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 project, including, but not limited to the cost of labor and services, condition of

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wood, frame, inner mechanical condition, availability and cost of parts. Therefore, it is impossible for us to provide an accurate estimate of the total cost of your 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 an estimate and waives the right to such an estimate.

Customer will make an initial payment to Carriage House Custom Automotive in the sum of \_\_\_\_\_ 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 invoicing. 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 Carriage House Custom Automotive 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 Carriage House Custom Automotive in writing so that we can adjust the work schedule or suspend work to conform to your planned payment schedule. We encourage you to discuss the situation with us so that we can try to accommodate a special arrangement.

If Carriage House Custom Automotive discontinues or suspends work on your vehicle prior to the completion of the project due to delays in payments, Carriage House Custom Automotive will not be responsible for maintenance, upkeep or any longevity of the 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 a result of discontinuation of work or non-payment at the end of the project, you will be charged a storage fee at the rate of \$15.00 a day. Any time spent packaging/boxing parts, etc. will be billed at an addition rate of \$60.00 per hour. If your vehicle remains in storage for more than six (6) months, unless otherwise agreed to in writing, Carriage House Custom Automotive 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 Carriage House Custom Automotive 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 Minnesota. 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 Minnesota, or the Circuit Court of Goodhue, Minnesota.

Carriage House Custom Automotive 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 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 them along to you applicable to parts manufactured or supplies provided to us by others.

Once the car is completed and all payments have been received and cleared by Carriage House Custom Automotive, the customer will be contacted so that shipping arrangements can be made. Carriage House Custom Automotive reserves the right to use their preferred carrier(s) unless otherwise agreed upon in writing and signed by both parties.

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 performed, please ask. We want you to be satisfied with your restoration project.

This agreement is understood to be the completed and exclusive agreement between Carriage House Custom Automotive 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 Carriage House Custom Automotive or any other party is authorized to change or add to the terms of this agreement.

### **LIMITED WARRANTY**

Carriage House Custom Automotive warrants to the customer that the service performed on the customer's vehicle or any component restored or manufactured, shall be free from defect in material or workmanship for a period of one year from delivery of the vehicle or component to the customer. Should the customer find a defect in material or workmanship during this term, the customer must promptly notify Carriage House Custom Automotive in writing. Any notification received by Carriage House Custom Automotive after one year of the delivery date shall not be honored. Carriage House Custom Automotive will correct any such defect in material or workmanship with either new or used replacement parts, at their discretion, within a reasonable time after written notification from the customer. If for any reason Carriage House Custom Automotive is unable to repair any defect, Carriage House Custom Automotive, at its sole election, shall be entitled to refund the price paid by the customer for components or the portion of the price paid for work performed on the portion of the vehicle or component found to be defective.

These remedies are the customer's exclusive remedies for breach of warranty.

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Carriage House Custom Automotive does not warrant any product, component or part restored or manufactured by them, but will pass any warranty with respect to such products or components by the original manufacturer to the customer. Specifically, the warranty does not apply to the engine or any products, components or parts not restored or replaced by Carriage House Custom Automotive. This warranty does not cover damage to any vehicle, product or component or part caused by improper use, damage during shipment, or any abuse or misuse by the customer.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO CASE SHALL CARRIAGE HOUSE CUSTOM AUTOMOTIVE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT OR ANY OTHER LEGAL THEORY; SOME STATES DO NOT ALLOW LIMITS ON WARRANTIES, OR ON REMEDIES FOR BREACH IN CERTAIN TRANSACTIONS. IN SUCH STATES, THE LIMITS IN THE PARAGRAPH MAY NOT APPLY.

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

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Customer Printed Name

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Customer Signature

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Carriage House Custom Automotive  
Representative Printed Name

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Representative Signature

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Date

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Date