

# AUTO REPAIR CONTRACT

**1. THE PARTIES.** This Automotive Repair Contract, ("Agreement") made on \_\_\_\_\_ ("Effective Date") is by and between:

**Client:** \_\_\_\_\_ with a mailing address of \_\_\_\_\_ ("Client"), and

**Service Provider:** \_\_\_\_\_ with a mailing address of \_\_\_\_\_ ("Service Provider").

The Client and the Service Provider are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

**2. TERM OF AGREEMENT.** The term of this Agreement will begin on the Effective Date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

**3. SERVICES.** The Service Provider agrees to provide the Client with the following automotive repair services ("Services"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. PAYMENT AMOUNT.** The Client agrees to pay the Service Provider the following compensation for the Services performed under this Agreement: (**choose one**)

- ☐ - Flat fee of \$\_\_\_\_\_
- ☐ - \$\_\_\_\_ / per hour
- ☐ - Other: \_\_\_\_\_.

Hereinafter known as the "Payment Amount."

Any additional Service that may need to be performed will be agreed upon between the Parties for a mutually accepted fee.

**5. PAYMENT METHOD.** The Payment Amount shall be paid upon receipt of invoice. The Client will be invoiced when the Services are complete.

Hereinafter known as the "Payment Method." The Payment Amount and Payment Method shall be referred to as "Compensation."

**6. LATE PAYMENT.** Interest payable on any overdue amounts under this Agreement is charged at a rate of \_\_\_\_\_% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

**7. INSPECTION OF DUTIES.** Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider, pursuant to this Agreement, is defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within reasonable time.

**8. TIME IS OF THE ESSENCE.** The Service Provider acknowledges that time is of the essence in the performance of all Services completed.

**9. EQUIPMENT.** Except as otherwise provided in this Agreement, the Service Provider will provide, at their own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

**10. INDEPENDENT CONTRACTOR STATUS.** The Service Provider acknowledges that they are an independent contractor and is not an agent, partner, joint venture, nor employee of the Client. The Service Provider shall have no authority to bind or otherwise obligate the Client in any manner nor shall the Service Provider represent to anyone that it has a right to do so. The Service Provider further agrees that in the event that the Client suffers any loss or damage as a result of a violation of this provision the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

**11. RIGHT OF SUBSTITUTION.** Except as otherwise provided in this Agreement, the Service Provider may, at the Service Provider's discretion, engage a third party sub-contractor to perform some or all of the obligations of the Service Provider under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services. In the event that the Service Provider hires a sub-contractor the Service Provider will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Service Provider for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

**12. DEFAULT.** In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorney's fees at the trial level and on appeal.

**13. FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, any epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**14. AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**15. GOVERNING LAW.** This Agreement shall be governed by and shall be construed in accordance with the laws in the State of \_\_\_\_\_.

**16. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

**17. ADDITIONAL ACKNOWLEDGMENTS.** Both Parties acknowledge and agree that: (a) the Parties are executing this Agreement voluntarily and without any duress or undue influence; (b) the Parties have carefully read this Agreement and have asked any questions needed to understand the terms, consequences, and binding effect of this Agreement and fully understand them; and (c) the Parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Agreement.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

**Client's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Service Provider's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_