

EAST COAST POWERSTROKES AND PERFORMANCE, LLC

VEHICLE / EQUIPMENT REPAIR AGREEMENT

This Vehicle/Equipment Repair Agreement (“Agreement”) is entered into as of

Date: _____

Address: 718 Carlton Road

City, State, Zip: Stokesdale, NC 27357

Phone: (336) 916-9163

Email: Rmckee596@gmail.com

&

Client:

Name: _____

Address:

City, State, ZIP: _____

Phone: _____

Email: _____

Mechanic and Client may be referred to individually as a “Party” and collectively as the “Parties.”

1. Services

Client engages Mechanic to inspect, diagnose, service, and repair Client’s vehicle(s) and/or equipment described below:

Vehicle/Equipment Description:

Make: _____

Model: _____

Year: _____

VIN/Serial No.: _____

Mileage/Hours: _____

Other Description: _____

Client authorizes Mechanic and Mechanic's agents to perform the repairs, replacements, and related actions Mechanic reasonably deems necessary in connection with the requested services.

2. Term:

This Agreement begins on the Effective Date and remains in effect while Client owns the vehicle/equipment and continues to request services from Mechanic.

3. Payment and Costs:

Client agrees to pay deposit and all charges for labor, parts, supplies, and services provided under this Agreement. Sales tax and any other charges required by law will be added to the total, if applicable. **Deposit is nonrefundable if Client stops, hinders, or refuses to let Mechanic finish the agreed upon repairs, if payment is late, Client Forfeits Deposit and will be assessed all applicable fees by North Carolina Law.**

Estimated Total / Authorization Limit Up To +10% Of Total Bill

\$ _____ Minus Deposit \$ _____ Balance Due Without Taxes
& Fees: \$ _____

Client authorizes Mechanic to proceed with repairs up to the Authorization Limit of +10% of total bill amount without any further approval. If additional work is required beyond that amount, Mechanic shall seek Client approval before continuing, unless emergency action is reasonably necessary to protect the vehicle/equipment or safety.

Past-due amounts may accrue interest at 8% per annum, or the maximum rate allowed by North Carolina law, whichever is less.

4. Client-Furnished Parts:

If Client supplies parts or components, Client understands those parts are not warranted by Mechanic. Mechanic is not the manufacturer or supplier of Client-furnished parts and is not responsible for defects, failures, or noncompliance in those parts. **All parts that client uses does not come with a warranty, Mechanic is not liable for any manufacturer defects or failures a supplier/broker for any parts used.**

5. Liability and Release:

Client acknowledges that vehicle/equipment repair involves inherent risks. To the fullest extent permitted by law, Client releases and holds harmless Mechanic, its owners, employees, agents, affiliates, and representatives from claims arising out of ordinary service-related risks, including incidental spills, stains, or similar customary consequences of repair work. Client

further agrees to defend, indemnify, and hold harmless Mechanic against claims, losses, damages, liabilities, and expenses arising from Client's vehicle/equipment, Client-furnished parts, or Client's use of the vehicle/equipment after service, except to the extent caused by Mechanic's gross negligence or willful misconduct.

6. No Real Property Claim:

Client agrees that nothing in this Agreement creates any right to attach or place a lien against real property not owned by Mechanic, including the residence of Robert J. McKee, except as allowed by applicable law.

7. Independent Contractor:

Mechanic is an independent contractor and not an employee, partner, or joint venturer of Client.

8. Default and Remedies:

Client's failure to make payment in full when due/work is completed constitutes default under this Agreement. Upon default, Mechanic may pursue any lawful remedies available under North Carolina law, including collection of amounts owed for parts & labor, storage fees of max allowed by North Carolina law, legal fees, all fees for lost revenue, fuel and any fees legally available to place lien and claim all rights available and applicable by North Carolina Law.

9. Force Majeure:

Mechanic shall not be liable for delays or failure to perform caused by events beyond Mechanic's reasonable control, including acts of God, storms, fire, epidemic, pandemic, labor disputes, supplier failures, or government orders. Mechanic shall use reasonable efforts to resume performance as soon as practicable.

10. Governing Law and Venue:

This Agreement shall be governed by the laws of the State of North Carolina. Any dispute arising from this Agreement shall be brought in state court in Rockingham County, North Carolina, to the full extent permitted by law.

11. Entire Agreement:

This Agreement contains the entire understanding between the Parties concerning its subject matter and supersedes all prior oral or written agreements, promises, or representations. Any amendment or modification must be in writing and signed by both Parties.

12. Signatures:

By signing below, the Parties agree to all terms of this Agreement.

CLIENT:

Print Name: _____

Signature: _____

Date: _____

Address: _____

City, State, ZIP: _____

EAST COAST POWERSTROKES AND PERFORMANCE, LLC

Print Name: _____

Signature: _____

Title: _____

Date: _____

Address: 718 Carlton Road

City, State, Zip: Stokesdale, NC 27357

Phone: (336) 523-7739

Email: Rmckee596@gmail.com

**EAST COAST
POWERSTROK
AND PERFORMANCE**