



## PUBLISHED RATES

**January 1, 2021**

### **Valor Restoration Services Rates:**

Restoration Body Labor: \$80.00/hour  
Restoration Paint Labor: \$80.00/hour  
Master Mechanical Labor: \$125.00/hour  
Mechanical Labor for Restorations: \$100.00/hour (first 40 hours), \$90.00/hour (second 40 hours), \$80.00/hour (ongoing)  
Master Fabrication Labor: \$150.00/hour  
Fabrication Labor: \$120.00/hour  
Aluminum Structural Labor: \$150.00/hour  
Carbon Fiber Labor: \$160.00/hour  
Outdoor Storage\*: \$30.00/day  
Indoor Storage\*: \$60.00/day  
Assessment Fee (w/o teardown): \$200.00 Flat Rate  
Assessment Fee (w teardown): \$75.00/hour  
Administrative Fees (project plans, invoicing, parts and supplies acquisition, etc.): \$100.00/hour

\*Storage fees apply only after invoices are are unpaid and are at the discretion of Valor Management.

### **ESTIMATE DISCLAIMER:**

While restoration rates are as published, estimates ("**Estimates**") have many variables that impact overall length and effort required for any comprehensive project, and all Estimates are subject to such variables and subject to change, and often are changed due to unforeseeable factors at the time of the Estimate. As such, any and all projects are invoiced ("**Invoice**") on a time and material as well as on an ongoing basis with an actual detailed Invoice for work performed and materials supplied.

## **TERMS**

Valor Automotive Centers dba Valor Restorations, Valor Performance and Valor Classics (**altogether, Valor**) provides certain mechanical and other automotive services to its customers ("**Customer**"). Customer requires certain expertise related to the services the Valor provides to its Customers for classic car restoration, restomoding, customs and new builds. Customer desires to engage Valor, and Valor desires to be so engaged, to provide these services for Customer, in accordance with the terms in this Agreement. The parties agree as follows: Valor will provide services to Customer ("**Services**") as well as parts, materials and supplies ("**Parts**") either per a written Project Plan ("**Project Plan**"), a Vehicle Onboarding Report ("**Vehicle Onboarding Report**") which references this Agreement, or from time to time, an oral agreement. All Services and Parts will be billed on a time and materials basis and invoiced ("**Invoice**") to Customer as frequently as Valor requires to keep the project moving forward, and at Valor's sole discretion. Subject to the terms of this Agreement, Customer agrees to pay ("**Payment**") for the Services and Parts as set forth in the Invoice in a timely manner and in alignment with the terms set forth in this Agreement.

1. **Payment.** Customer will pay Valor the fees set forth in the Invoice for Services rendered and Parts supplied by Valor in a timely manner not to exceed five days. Until Payment is made by Customer, projects are put on hold until Payment is made. Upon termination of this Agreement for any reason or by either party, and as a condition of receiving Customer vehicle from Valor, Customer will pay the Invoice for Services and Parts which have been completed and delivered as of the date of termination, plus any fees for storage or interest, etc.

1.1 **Deposit.** Customer will pay for all expenses (including parts and materials) which are estimated in Project Plan, Vehicle Onboarding Report, or Initial Assessment for the projected first forty (40) hours of any project with a deposit check sufficient for such expenses which are either expressly identified in the Project Plan or requested by Customer, as well as any costs associated with collecting such amounts owed including storage fees, and attorney's fees.

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1.2 Payment Terms. Valor will Invoice the Customer for the initial Deposit based on the initial scope of the project, and subsequent invoices on an ongoing basis. Valor will be paid and/or reimbursed for such Invoices due upon receipt, before any other work will resume. Valor will provide a five (5) day grace period for Invoices being paid, but after the five (5) days, storage fees will be applied until such time as payment is made. Valor also reserves the right to keep possession of the vehicle until such time as Invoices are paid in full including interest.

1.3 Interest. Valor will Invoice the Customer for Interest on the amount owed by Customers who have not paid within the terms of this Agreement subject to the maximum allowable Interest charge allowable in the State of Texas which can be up to 18% per annum.

2. Relationship and Requirements of Customer. Valor's relationship with Customer is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Customer is not authorized to make any representation, contract or commitment on behalf of Valor. Customer is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to any matter including the value of the vehicle, and any potential capital gains made on such vehicle.

3.1 Customer Property Protections and Insurance. While Valor carries property liability insurance sufficient to cover all vehicles in its possession during the restoration process, and will take reasonable care and control of such vehicles and Customer property with the vehicle, it is advisable that the Customer also maintain adequate insurance to protect the vehicle during the restoration process from theft, vandalism, or other acts either outside of Valor's control including force majeure (Acts of God). Valor does not agree to repair real or perceived damage to Customer vehicle nor insure, reimburse, or acquire parts and materials Customer claims was lost or stolen while at Valor during the restoration process.

3.2 Assistance. Customer agrees to either pay for parts and materials in an initial deposit check or will provide, upon Valor's request, all parts needed to complete each stage of the project including, but not limited to, mechanical parts, body parts, and any materials requested by Valor. Customer agrees to assist Valor in any reasonable manner to obtain, perfect and enforce, for Valor's benefit, Valor's rights, title and interest to the vehicle in the case of non-payment by Customer in any and all states. Customer agrees to execute, when requested, any forms required for Valor to obtain, perfect and enforce Valor's right, title and interest in the vehicle, and any other lawful documents deemed necessary by Valor to carry out the purpose of this Agreement.

3.3 Out-of-Scope Services. If Customer incorporates any changes relating in project, adds deliverables, or augments the project in anyway that Valor refers to (as Out-of-Scope Services) into any of the Valor deliverables, Customer hereby agrees to pay for such services and extend the length of the project commensurate with the required deliverable(s).

3.4 Ownership and Return of Valor Property. All materials (including, without limitation, hand tools, shop apparatuses, accessories, and parts specific to vehicles and all other tangible media like computers and automotive test equipment) furnished to Customer by Valor, whether delivered to Customer by Valor or made by Customer solely in the performance of services under this Agreement (Valor refers to as Valor Property) are the sole and exclusive property of Valor or Valor's suppliers, and Customer hereby does and will agree to keep assets on premises in their assigned location and assign to Valor all rights, title and interest Customer may have or acquire in the Valor Property. Customer agrees to keep all Valor Property safe and secure. At Valor's request and no later than five (5) calendar days after such request, Customer shall destroy or deliver to Valor, at Valor's option, (a) all Valor Property, (b) all tangible media of expression in Customer's possession or control which incorporate any Confidential Information, and (c) written certification of Customer's compliance with Customer's obligations under this sentence.

3. Waiver and Indemnification. Customer may require Valor to work on their premises, and some Customers may come to Valor's location to inspect work done on their vehicle. At all times while on Valor's or a Customer's premises, Customer will use best efforts to observe Valor's rules with respect to conduct, health and safety, and protection of persons and property. Further, Customer will, at all times, take their safety and the safety of those around them and that of other Customers, as the top priority while observing work on premises or outside of the premises. Customer has agreed to carry their own health insurance that meet the minimum requirements of Valor, the State of Texas, and/or U.S. regulations and will use such coverage to administer medical care, as necessary, that results from any and all work related to the Customer's or any other project. Customer waives all rights related to compensation for medical payments, deductibles, co-pays, and premiums whether or not injury is caused by Customer, Valor, or any other third party while inspecting, working on, or participating in their restoration project or any other restoration vehicle either at Valor or Customer's location. Customer agrees to indemnify and/or compensate Valor from losses requiring repairs during the restoration whether caused by Customer, Valor or any other third party.

4. Damage to Customer Vehicle and Lost Valuables. Customer understands that vehicles can be damaged from time to time during the restoration and repair process and that Valor will make reasonable efforts to repair damage sustained if caused by Valor. But, however, and by way of example, when Valor is repairing a fifty year old car and in the act of making such repairs there are new problems identified or exposed as a result of those efforts, it's incumbent on the Customer to pay Valor for the repair of those new found problems. Further, Customer may believe that new damages and issues have been caused by Valor while it's often the case that those damages and issues existed before Valor had possession of the vehicle. It is the responsibility of the Customer to prove such damages did not exist before bringing the car to Valor and Customer can do so by way of photographic evidence. Valor will make an effort to get photographic evidence of the vehicle's state when it arrives on premise but often damage is in the form of rust which is often hidden by many years old Bondo, primer, paint and the like. As such, Customer agrees that they are solely responsible for providing to Valor such photographic evidence of the vehicle being delivered without damage in the area/system in question, and agrees to hold Valor harmless for any real or perceived damages to Customer vehicle while on Valor premise. Any valuables, parts, or materials supplied by Customer or left in

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Customer vehicle (as described in Section 3.1) are done so at Customer's sole risk and will not be replaced should they be lost, stolen or damaged during the restoration process.

### 5. Term and Termination.

5.1 Term. This Agreement is effective as of the Effective Date set forth below or on the Vehicle Onboarding Report (which references this Agreement), or the Project Plan and will continue until terminated as set forth below. Upon termination of this Agreement, all efforts will terminate, except as otherwise agreed upon in writing by the parties.

5.2 Termination by Valor. Valor may terminate this Agreement without cause at any time or for breach of any terms of this Agreement, with termination effective ten (10) calendar days after Valor's delivery to Customer of written notice of termination.

5.3 Termination by Customer. Customer may terminate this Agreement for breach of the terms that are not cured by Valor as described in Section 5.4, with termination effective ten (10) calendar days after Customer's delivery to Valor of written notice of termination.

5.4 Cure Period. If Valor has a material breach of this Agreement and has been given notice of such breach in writing by Customer, Valor has thirty (30) days to cure such breach. If Valor has not cured the breach within thirty (30) calendar days of receiving written notice from Customer and Customer has paid to Valor all fees, expenses, and costs for Services rendered, Parts supplied, and costs incurred up to and through the termination date then this Agreement shall be deemed terminated.

5.5 Survival. The definitions contained in this Agreement and the rights and obligations contained in this Agreement will survive any termination or expiration of this Agreement.

5.6 Noninterference with Business. During this Agreement, and for a period of two (2) years immediately following this Agreement's termination or expiration, Customer agrees not to interfere with the business of Valor in any manner. By way of example and not of limitation, Customer agrees not to (i) solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with Valor or (ii) circumvent the relationship between Valor and its Customers, or (iii) place any content on social media demeaning, defaming, insulting or criticizing Valor without Valor's prior approval.

### 6. General Provisions.

6.1 Successors and Assigns. Customer may not subcontract or otherwise delegate Customer's obligations under this Agreement without Valor's prior written consent. Subject to the foregoing, this Agreement will be for the benefit of Valor's successors and assigns, and will be binding on Customer's assignees.

6.2 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by overnight courier, upon written verification of receipt; (b) by telecopy or facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (c) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below or to such other address as either party may specify in writing in the Vehicle Onboarding Report, email, text or otherwise.

6.3 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America, and the laws of the State of Texas. Each of the parties irrevocably consents to the exclusive jurisdiction of the courts located in Comal County, Texas, as applicable, for any matter arising out of or relating to this Agreement. Customer and Valor agree to have all disputes resolved via mediation whenever possible. If any party seeks to enforce its rights under this Agreement, by legal proceedings or otherwise, the non-prevailing party shall pay all reasonable costs and expenses of the prevailing party, including without limitation reasonable attorneys' fees.

6.4 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

6.5 Waiver; Amendment; Modification. No term or provision hereof will be considered waived by Valor, and no breach excused by Valor, unless such waiver or consent is in writing signed by Valor. The waiver by Valor of, or consent by Valor to, a breach of any provision of this Agreement by Customer, shall not be construed as a waiver of, consent to, or excuse of any other or subsequent breach by Customer. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the parties in writing.

6.6 Warranty. Valor warrants our workmanship in the form of services and materials supplied in the restoration and maintenance process should Valor be the provider of such services and materials. Parts carry a pass-through warranty based the warranty provided from the date of the purchase of such parts. Labor associated with replacing warranted parts is covered from thirty (30) days of delivery of the repaired or restored car. Warranty on paint work done entirely by Valor with no third party work

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included (including by Customer) is three (3) years from delivery of restored car for peeling, cracking, or chipping when not part of another incident or condition other than normal wear and tear. Valor CANNOT guarantee in any way, shape or form, work done on the body fabrication, filler or finish by any other party than Valor. For example, if a client wants to handle rust repair, filler work and finish the car in primer and then have Valor paint the car, that work by Valor would not be covered by any warranty of any kind. However, should Valor do the fabrication, filler, prep and finish and delivers a car to Customer and that car is garaged and properly maintained and there is suddenly cracking in the paint in a certain area, that work would be warrantied and redone by Valor and Valor only under this warranty. No reimbursement to another shop is expressed in this warranty.

6.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous, oral, or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by Valor for Customer. By leaving Customer vehicle on premises, Customer has assumed an agreement with these terms.

Valor Terms and Conditions are often supplied via email attachment and made public via the website at this link:

<http://www.valorrestorations.com/terms-and-conditions.html>