



PUBLISHED RATES

January 1, 2019

Valor Restoration Services Rates:

Restoration Rates*: Negotiated Individually

Collision Body Labor: \$70.00/hour

Collision Paint Labor: \$70.00/hour

Mechanical Labor for Restorations: \$100.00/hour (first 40 hours), \$90.00/hour (second 40 hours), \$80.00/hour (ongoing)

Fabrication Labor: \$120.00/hour

Aluminum Structural Labor: \$140.00/hour

Carbon Fiber Labor: \$160.00/hour

Outdoor Storage**: \$30.00/day

Indoor Storage**: \$60.00/day

Assessment Fee (w/o teardown): \$150.00 Flat Rate

Assessment Fee (w teardown): \$75.00/hour

Administrative Fees (project plans, invoicing, parts and supplies acquisition, etc.): \$60.00/hour

*Restorations have many variables that impact overall costs and most are negotiated up-front and on an ongoing basis.

**Storage fees apply only when payment is not received in a timely manner after invoices are sent and are unpaid.

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Valor Automotive Centers, LLC dba Valor Performance, Valor Restorations, Valor Collision (**collectively referred to as Valor**) provides certain mechanical and other automotive services to its customers ("**Customers**"). Customer requires certain expertise related to the services the Valor provides to its Customers for classic car restoration, restomodding, and new builds, performance enhancements, and collision repair. 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:

AGREEMENT

1. **Engagement of Services.** Valor will provide services to Customer (the "**Services**") either per a written Work Order, or from time to time, an oral agreement. All services will be billed on a time and materials basis and invoiced 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 for the Services set forth in the Work Order and/or as summarized in the Invoice in a timely manner and in alignment with the terms set forth in this Agreement.

2. **Compensation; Timing.**

2.1 **Compensation.** Customer will pay Valor the fees set forth in the Work Order for Services rendered by Valor. Upon termination of this Agreement for any reason, Customer will pay the agreed upon fees on the basis stated in the Work Order for Services which have been completed as of the date of termination.

2.2 **Expenses.** Customer will pay for all expenses (including parts and materials) which are incurred by reserving a credit card on file with the Valor sufficient for such expenses which are either expressly identified in the Work Order or requested by Customer, as well as any costs associated with collecting such amounts owed including storage fees, and reasonable attorney's fees.

2.3 **Payment Terms.** Valor will create a payment schedule for the project and it will be outlined in the Work Order, and subsequent invoices on a monthly basis. With that said, if not enumerated in the Work Order, Valor will be paid and/or reimbursed for such fees and expenses due upon project completion, or any portion thereof, within (10) days of completion and before any other work will resume. After the (10) days, storage fees will be applied until such time as payment is made.

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3. 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 the value of the vehicle, and any potential capital gains made on such vehicle. 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, it is advisable that the Customer also maintain adequate insurance to protect the vehicle during the restoration process for theft, vandalism, or other acts either outside of Valor's control or force majeure (Acts of God).

3.1.1 Assistance. Customer agrees to either pay for parts and materials with an authorized credit card as described in Section 2.2, 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 (iii) any other lawful documents deemed necessary by Valor to carry out the purpose of this Agreement.

3.1.2 Out-of-Scope Services. If Customer incorporates any changes relating in project, adds deliverables, or augments the project in anyway (collectively, the "**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).

3.1.3 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 (collectively, the "**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 or in which are fixed any Confidential Information, and (c) written certification of Customer's compliance with Customer's obligations under this sentence.

4. Waiver and Indemnification. Customer may require Valor to work on their premises, and may also come to Valor 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 and regulations 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 the Valor, the State of Texas, and/or U.S. regulations and will use such coverage to administer medical care, as necessary that result from any and all work related to the Customer Agreement. 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 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 third party.

5. 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 is new problems identified or exposed as a result of those efforts, it's incumbent on the Customer to either live with those new found problems or have them fixed by Valor. Further, Customer may believe that damages and issues that existed before Valor had possession of the vehicle (which only can be proven or disproven by photographic evidence) and Valor will make an effort to get photographic evidence of the vehicle's state when it arrives on premise, Valor does not want to engage in determining when and how perceived damages may have occurred. As such, Customer agrees that they are solely responsible for retaining 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 are done so at Customer's sole risk and will not be replaced should they be lost or damaged during the restoration process.

6. Term and Termination.

6.1 Term. This Agreement is effective as of the Effective Date set forth above and will continue until terminated as set forth below. Upon termination of this Agreement, all Project Assignments will terminate, except as otherwise agreed upon by the parties.

6.2 Termination by Valor. Valor may terminate this Agreement without cause at any time, with termination effective fifteen (15) calendar days after Valor's delivery to Customer of written notice of termination. Valor also may terminate this Agreement (i) immediately upon Customer's breach of Section 8 ("Noninterference with Business"), or (ii) thirty (30) calendar days after Valor's delivery to Customer of written notice of Customer's material breach of any other provision or obligation owed by Customer under this Agreement or a breach which is not cured within such thirty (30) calendar day period.

6.3 Termination by Customer. Customer may terminate this Agreement without cause at any time, with termination effective fifteen (15) calendar days after Customer's delivery to Valor of written notice of termination. Customer also may terminate this Agreement for material breach by Valor if Valor has not cured the breach within thirty (30) calendar days of receiving written

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notice from Customer. In either case, without cause or with cause, Customer can only terminate this agreement if all fees, expenses, and costs are paid to Valor for services rendered and costs incurred up to and through the termination date.

6.4 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.

7. Noninterference with Business.

7.1 Non-solicitation. 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.

7.2 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.

8. General Provisions.

8.1 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.

8.2 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 above or to such other address as either party may specify in writing.

8.3 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Texas; as such laws are applied to agreements entered into and to be performed entirely within Texas regardless of where Customer resides. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Texas, County of Comal, as applicable, for any matter arising out of or relating to this Agreement, without exception. 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.

8.4 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, shall be settled by Arbitration administered by an independent third party in Comal County, Texas.

8.5 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.

8.6 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 operate or 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.

8.7 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 warrantied parts is covered from thirty (30) days of delivery (reveal) of restored car. Warranty on paint work is three (3) years from delivery (reveal) of restored car for peeling, cracking, or chipping when not part of another incident or condition other than normal wear and tear. For example, if a client buffs the car with the wrong material and the clear coat is damaged, that would not be covered. However, should a car be garaged and properly maintained properly and there be cracking in the paint, that work would be warrantied and redone by Valor only. No reimbursement to another shop is expressed in this warranty.

8.8 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 Project Assignments and services undertaken by Customer for Valor. By leaving Customer vehicle on premises Customer has assumed an agreement with these terms.