EAST SIDE RIDES 27444 Southampton PkwyCourtland, VA 23837757-996-3440 Salesgeastsiderides.com

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THANK YOU FOR CHOOSING EAST SIDE RIDES FOR YOUR AUTOMOTIVE RESTORATION NEEDS. WE STRIVE ON QUALITY, ON-TIME DELIVERY AND CUSTOMER SERVICE. PLEASE CHECK US OUT AT WWW.EASTSIDERIDES.COM.



Dear Valued Customer,

The Owners of Bear Metal Garage LLC d/b/a East Side Rides would like to personally thank you for your trust and commitment in us to fully or parEally restore your classic, anEque or muscle car. We understand that there is a senEmental alachment you have with your vehicle. At East Side Rides, we value honesty, safety, quality, delivery and transparency. We want every client to have an enjoyable automoEve restoraEon experience. Our sole focus is on delivering a quality and safe vehicle back to you so that you can enjoy it for many years to come. East Side Rides is а

one-stop shop for all your restoraEon needs. East Side Rides is not a service center, so delivery Eme varies depending upon the complexity of your restoraEon project.

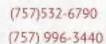
East Side Rides strives to accomplish a full restoraEon within 12-15 months. However, this depends on several factors such as delivery lead Emes for material, specialty vendors lead Eme, funding, metal working, engine rebuilds and customer commitment to the project.

Every client is important here at East Side Rides. We focus on conEnuous improvement to make the necessary adjustments now to ensure that every client receives a mutually beneficial and rewarding experience throughout the restoraEon tenure and for future years to come. We understand that this is a very expensive and Eme-consuming process as fixing, cleaning, or replacing every nut/bolt, mechanical and electrical components, paint, upholstery and metal work may or will be necessary to turn your ride into your dream.

With this all said, East Side Rides expects every client to be commiled to their project. During the restoraEon tenure, many design or repair opEons may be presented. In some cases, we require the client to visit the store so we can specifically provide these opEons to you so the project can stay on track. We want to make sure all clients are well versed and advised of this expectaEon. We encourage our clients to visit our store so they may see and understand all the work that is being accomplished. We truly appreciate your trust and commitment.

Very RespecUully, Justin & Andrew JusEn and Andrew **Owners, Bear Metal Garage LLC** d/b/a East Side Rides 27444 Southampton Pkwy Courtland, VA 23837 Www.eastsiderides.com





sales@eastsiderides.com service@eastsiderides.com



27444 Southampton Pkwy Courtland, VA 23837



# **Automotive Restoration and Sales**

Thank you for choosing "East Side Rides" for the restoration of your collectible automobile. It is our desire that the process of restoring your car will be an enjoyable and satisfying one.

To provide guidance for the process of restoring automobiles for our customers, the following policies have been developed to minimize ambiguities during the restoration.

- 1. Due to the comprehensive nature of the restoration process, estimates or "bids" of the total cost of a restoration project cannot be given at any time. It is most important that this be understood and accepted. If you have any questions, please don't hesitate to ask the owners .
- 2. A \$500.00 deposit is required at the time of signing of this agreement. You (the "Customer") should schedule with us to have the car shipped to our facility to await the commencement of the work to be done. We may, at our discretion, elect to bring the Customer's vehicle to our facility upon request, at the cost of a standard tow charge plus a 20% convenience fee. The Customer is otherwise responsible for coordinating delivery of the vehicle to our facility. The security deposit will be applied towards the expenses charged as part of the Customer's 1<sup>st</sup> initial draw. The security deposit is considered non-refundable.
- 3. A \$6,000.00 draw (roughly equivalent to 63 man-hours at our shop rate of \$95.00/hour plus \$900.00 for part ordering) is required at the time of commencement of the restoration. This draw will be applied to work performed and parts and materials consumed until such draw is depleted. Additional draws will be required when the prior draw is worked down to \$1,500.00 or less. This system of placing draws will be used throughout the course of the restoration, until the completion of work.
- 4. Invoices reflecting work performed and the amount of your draw used will be emailed on or about 75% of funding used. In the event of a balance due on your account, additional work will wait until a new draw is received. In the event of a customer initiated "hold" on work, a \$150.00 per month storage fee will be assessed until new draw is recovered.
- 5. A photo and video record of work performed for any particular month will be provided at the end of each month. These digital photos and videos will be available via East Side Rides social media such as Facebook, Instagram, TikTok, YouTube, or other platforms used by East Side Rides, and a link to view the video will be provided to you. You can also follow us on Facebook and visit our web page at <u>www.eastsiderides.com</u>. If you wish not to have

# **RESTORATION AGREEMENT FORM**

your project available via our social media sites along with company website, then please check here \_\_\_\_\_ and initial\_\_\_\_\_. Otherwise, you give us the right to distribute images of your vehicle in the process of work performed without compensation.

- 6. Restoration charges apply to "time and materials." Quality, comprehensive restorations of collectible automobiles take time, and could be expensive. However, East Side Rides will do everything possible to restore your project within an agreeable budget. Time spent on projects is documented by a journal. A list of parts and materials used within the billing cycle is included in the invoice.
- 7. Invoices will include an item titled generically as "shop supplies, consumables," which will include such items as cleaning solvents, rags, sealant, tape, paper, etc. These items are impossible to quantify but are clearly related to the cost of restoration. This cost will be 1% of the labor cost of the current invoice, with the minimum charge being \$5.00. All parts, materials, subcontractors, and sublet work will be marked up at a flat rate of 20% to cover overhead, general, and administrative expenses plus applicable sale taxes. VA State/Local Tax is 6%.
- 8. Insurance on the vehicle while in possession of East Side Rides is the responsibility of the Customer as the owner of the vehicle.
- 9. The Customer may remove the vehicle upon payment of all outstanding invoices. Vehicles are not released until account balances are paid in full. If a payment is not made within ninety (90) days of the current bill, then East Side Rides will have the right to request a mechanic's lien against the vehicle.
- 10. Transportation: East Side Rides will elect to provide transportation of vehicles or goods to increase production time and to provide a better freight rate to the Customer as the vehicle owner. This rate is separately priced and will be proposed to the Customer.
- 11. If you have any questions or concerns about this agreement for automotive restoration with East Side Rides, please feel free to contact us at 757-996-3440.
- 12. At East Side Rides, we offer an array of payment options such as cash, personal checks, cashier's checks, Square payment, QuickBooks, and PayPal. Payment by bank transfer (Square, QuickBooks, and Paypal) incurs an additional 2% fee, and payment by credit card incurs an additional 3.5% fee.
- 13. During the draw process, East Side Rides will accept the above listed payment options bearing the associated fees, if applicable. The Customer can elect to pay the fees above the draw amount or simply deduct the fee from the draw amount.

- 14. Final Payment East Side Rides will only accept cash, certified check, or a credit card for final payment. East Side Rides will not accept personal checks for final payment. Credit cards transactions include an additional 3.5% fee.
- 15. Draw Balances East Side Rides bills for all labor and material on a weekly basis for the service rendered during the billing week. In some cases, East Side Rides may be working on a project that has a low balance which may cause the balance to be negative the following week. No worries. East Side Rides will not expend any more funds until the balance is paid in full and a draw is provided. Unfortunately, our accounting system and scope of work during the week does not persist a stop work as we need to resolve a mechanical install, preserve the car or get the vehicle back into a certain stage. This negative balance will still require a payment prior to picking the vehicle up. East Side Rides will notify you during the weekly balance and production update if the vehicle is on hold due to funding.
- 16. Time Policy East Side Rides bills work performed and party and materials provided weekly, with all time being billed in ¼ of an hour (15-minute) increments, rounding up. East Side Rides does not bill by the minute. East Side Rides may elect to work weekends or holidays, but the Customer will not be billed overtime rates for such work. All technicians are required to clock in and clock out using our electronic time clock management system.
- 17. Financing Flexibility East Side Rides understands that this is a very expensive project. TowneBank can provide financial options for our Customer to fund their project. If you would like to learn more about this option please feel free to contact the Owners. Furthermore, you can always contact the Owners if you are having difficulty funding your project
- 18. Support Documents East Side Rides provides a weekly production and balance update. This update provides a total labor hour by week, total labor dollar by week, total material dollar by week and total billable cost along with a general scope of repair that was accomplished during the billable week. An internal invoice is captured in QuickBooks by Labor, Material and Non-Labor with a general scope of repair. Ultimately, the Customer is responsible for keeping up with the weekly balance notifications to understand what was billed and what work was accomplished. East Side Rides is not required to provide any further documents other than those outlined on the weekly balance statement.
- 19. Vehicle Delivery Requirement East Side Rides will notify the Customer a week prior to delivery of the vehicle following completion of the work to permit the Customer to complete a post inspection of the vehicle. East Side Rides will work with the Customer directly to ensure all of the "hit list" items are corrected prior to delivery. Depending upon the state of restoration or any restoration applicable to the drive train, East Side Rides will need at least two weeks to accomplish road testing to ensure that the vehicle is safe to

## **RESTORATION AGREEMENT FORM**

drive. The Customer will sign a vehicle bill of delivery sheet warranting items that are still required to be accomplished by East Side Rides or items that are required to be repaired by the Customer. Please refer to our warranty letter.

- 20. Customer Experience East Side Rides values our customer experience. We will provide you monthly (and occasionally weekly) balance and production updates, text updates, photos, videos, merchandise and access to a customer lounge to ensure that your needs are met. Additionally, we may feature your vehicle or you on various social media outlets. East Side Rides will host cars and coffee events including a car show so that you have a place to socialize with other car enthusiasts. This is what we provide to you as our Customer. If at any time you are not satisfied with the experience provided, then please contact us directly.
- 21. Applicable Laws; Venue: This Agreement, and any dispute relating to this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision. Any legal suit, action, or proceeding, including arbitration, related to this Agreement shall be conducted in Southampton County, Virginia or in the court with jurisdiction over that same area.
- 22. Remedies: Should the Customer refuse to make any payments due under this Agreement, ESR retains the right to pursue all available remedies under the law to collect any unpaid amount, including but not limited to (i) retaining possession of the vehicle until payment, (ii) enforcing ESR's lien for payment by selling the vehicle to recover all amounts owed pursuant to Virginia Code § 46.2-644.03, and (iii) filing suit in the applicable court for collection pursuant to this contract.
- 23. Attorney's Fees: In the event that (i) ESR institutes any legal suit, action or proceeding, including arbitration, against the Customer in respect of a matter arising out of or relating to this Agreement, or (ii) if the Customer institutes any legal suit, action or proceeding, including arbitration, against ESR in respect of a matter arising out of or relating to this Agreement, then, if ESR is the substantially prevailing Party in the suit, action or proceeding (whether plaintiff or defendant), ESR shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by ESR in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.
- 24. Force Majeure: In the event that ESR is delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental laws or regulations prohibiting the acts required to be performed by ESR under this Agreement, riots, insurrection, war, fire, earthquake, floods, explosions, extreme weather conditions, public pandemics and epidemics, and government declared quarantines (each, a "Force Majeure Event"), not due to the gross negligence or intentional misconduct of ESR, then

performance of such acts will be excused for the period that the Force Majeure Event exists

- 25. Entire Agreement; Amendments: This Agreement constitutes the entire agreement and supersedes all oral agreements and all written agreements prior to the date hereof between or on behalf of the parties with respect to the subject matter hereof. No modification, amendment, discharge, waiver or change of this Agreement, or any of the provisions of this Agreement, shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought. Failure by either party to explicitly retain any rights under this Agreement shall not be deemed a waiver of such rights.
- 26. Parties in Interest: This Agreement shall be binding upon and inure solely to the benefit of each Party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever.
- 27. Descriptive Headings: The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- 28. Waiver of Jury Trial: The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.
- 29. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, all other provisions shall nevertheless remain in full force and effect.
- 30. Interpretation. This Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any person by virtue of the authorship of any provision of this Agreement.
- 31. Limitation of Liability: Any liability of ESR under this Agreement shall be limited to the value of the vehicle regarding which this Agreement applies. Customer waives any claim to any consequential, exemplary, or punitive damages.

Thank you again for considering East Side Rides for your Automotive Restoration needs. We are excited and dedicated to make your project an enjoyable one. You will be asked to fill out a customer survey form upon completion. Please feel free to contact us at any time during normal business hours.

# **RESTORATION AGREEMENT FORM**

#### Customer

Last Name, First Name (PRINT)

DATE

Last Name, First Name (SIGNATURE)

"East Side Rides" 27444 Southampton Pkwy Courtland, VA <u>sales@eastsiderides.com</u> 757-996-3440



# **Bear Metal Garage LLC**

# d/b/a East Side Rides

#### **Paint Restoration Selection**

The following tier levels are provided for your selection.

**Tier 3 – Highest level of paint restoration** (Concourse Quality). East Side Rides will accomplish all metal fabrication necessary to eliminate rust and prevent future rust. The vehicle will receive several dismantling as all exterior and interior panels, body and paintable components will be removed, prepped, painted and sealed. This is a very time consuming and labor-intensive process. East Side Rides will accomplish a complete skim coat on all surfaces including final glaze layer to eliminate all body imperfection. East Side Rides will apply a rhino coat system to the floor pans, trunk pans, under vehicle and prep/paint the chassis. Sealant will be applied. Once vehicle is painted and cleared, East Side Rides will cut, buff and polish all newly painted surfaces. Warranty: East Side Rides will fully warrant this tier level for up to 5 years. See Warranty Section.

#### Note: All Full Frame Off restoration will receive a Tier 3 paint restoration.

**Tier 2 – Middle level of paint restoration** (Car Show Quality). East Side Rides will accomplish all metal fabrication necessary to eliminate rust and prevent future rust. The vehicle will receive minimal dismantling of exterior and interior panels, paintable components from the main body. East Side Rides partially body work areas as required to minimize body imperfections. All floor pans including trunk area will be rhino coated for extra protection. The Client will have an option to compensate East Side Rides to rhino coat underneath the vehicle including restoring the chassis. Sealant will be applied. Once vehicle is painted and cleared, East Side Rides will partially cut, buff and polish all newly painted surfaces. Warranty: East Side Rides will provide a limited warranty for this tier level for up to 5 years as not all surface of the vehicle will receive the same attention as in tier 3. See Warranty Section.

**Tier 1 – Entry level of paint restoration (Street Show Quality).** East Side Rides will partially accomplish metal fabrication as necessary to eliminate rust and prevent future rust. Our attention for metal working will solely be focused on areas that mudding and glazing will not cover. The vehicle will receive minimal dismantling of exterior and interior panels, paintable components from the main body. East Side Rides will body work areas that is required. The Client will have an option to compensate East Side Rides to accomplish a rhino coat system on the floor pans including the trunk. However, East Side Rides will not provide any rhino coat protection under the body or the ability to recondition the chassis. Sealant will be applied. The client will see some body imperfection upon completion of paint as the vehicle was not completely skim coated. East Side Rides will

provide a limited warranty for this tier level for only the areas that was body worked. All other areas will not be warranted. See Warranty Section.

#### Warranty

- Depending upon your tier level, East Side Rides will provide either full warranty or limited warranty. Full Warranty is fully covered for up to five (5) years as limited warranty provides partial coverage for up to three (3) years. East Side Rides stand behind PPG to provide superior paint, clear and sealants. However, custom paint restoration will require other sources that may or may not be warranted. East Side Rides will assess any damage or impacted area to determine if warranty applies. The Client is still responsible for everyday care and storage of the vehicle. East Side Rides will not warrant, regardless of tier level, scratches, swirls, dents, dings, paint fade, or damage caused by others.

Thank you for your paint restoration tier selection. East Side Rides take pride in all paint restoration tiers and excited to deliver a fully painted vehicle for you to enjoy for many years to come.

# Client Signature

Last, First name (printed)

Last, First name (signature)

Tier Level (1, 2 or 3)

Date

# **BEAR METAL GARAGE LLC** WARRANTY STATEMENT

#### Authorization

[Customer.Name] hereby warrants that they hold the rights and legal power to authorize repairs for the aforementioned vehicle, because they either: own the vehicle, have been allowed by the lease agreement, possess a written consent from the owner of the vehicle. Bear Metal Garage LLC d/b/a East Side Rides has accepted and appointed Bear Metal Garage LLC to proceed with the repairs and restoration required and mentioned herein as well as to conduct reasonable on-road vehicle tests.

#### Payment

The Customer promises to pay the required performance deposits and final payment for the repairs and restoration mentioned herein to Bear Metal Garage LLC immediately after all the necessary steps for repairing have been performed and to only pick up their vehicle after all the financial obligations have been fulfilled. The Customer promises to make full payments for all the charges that have been incurred due to the repairs conducted such as the cost of vehicle parts, labor, material handling and any taxes. The vehicle will only be returned to and allowed to be picked up after all due payments have been made to the company by the customer.

#### **Communication with Insurers**

The customer understands that the company has no relationship or obligation to the insurance agency or agent. The company will only be under the obligation to serve the Customer and to conduct safe and adequate repairs in a timely manner and does not have any obligations such as communication or assistance towards the insurance agency or agent. Moreover, the company is under no obligation to allow access to their workshop or facilities for any reason by any of the insurance agents.

Prior to any on-road vehicle test, the customer will need to have proper insurance coverage on the vehicle. The company will work with the customer to provide all necessary information to get the proper insurance coverage for your classic or antique vehicle.

#### **Non-OEM Parts**

The customer acknowledges that in case any repairs are made by using Non-OEM parts (or aftermarket parts) may cause the following:

1.

- 1. Lease or Finance Violation: Most lease or finance agreements do not permit the usage of Aftermarket parts for any repairs or modification and using such parts may lead to violation of those agreements.
- 2. The decrease in Value: When aftermarket parts are used for repairs the overall value of the vehicle may decrease.
- 3. Labor Warranty: Bear Metal Garage labor warranty may be impacted by the use of non-OEM parts used for repairs in order to provide the restoration the customer is requesting. When non-OEM parts are used the warranties may be rendered invalid.
- 4. The company will work with the customer regarding the warranties provided by the Non-OEM parts vendor.
- 5. The form, fit and function may be compromised using Non-OEM parts.

## **Customer Supplied Parts**

The company prohibits the use, in most cases, of customer supplied spare parts, used parts, or excess parts for the repair and restoration of the vehicle. We understand that the customer wants to get the best value for their parts during the restoration process. However, these parts may damage or cause damage to other installed parts. The company will not provide a warranty of the supplied parts or labor to install these supplied parts. As mentioned in the Non-OEM section, these parts may not meet the requirements of proper form, fit and function of your vehicle. Additionally, the company may not be able to perform the proper pre-test or pre-checks to determine if the parts supplied by the customer will be deem satisfactory.

Note: This section only applies to customer supplied parts that was not advised by the company. Please keep in mind that when a customer elects to purchase parts provided with technical advice that it takes away time from our mechanics to do the research. In some cases, this may be a direct charge against the project.

#### **Specialty Manufactured Parts or Specialty Services**

Every project is unique in nature. To meet the customer requirements, the company may defer to specialty manufactured parts or specialty service to provide the level of restoration required. The company will provide their best effort to communicate the requirements of the specialty parts and / or services in order to meet the restoration outcome of the project. With this, these parts or services are non-refundable, and the company will not be held liable if the customer is not satisfied. For all specialty service, warranty will be passed on by those vendors. The company will provide the vendor's

information should if a warranty question arises. The company will not warrant any specialty supplied parts or services.

In consideration of the aforementioned risks, the company promises to avoid any usage of parts that have been prohibited by the customer and to only use parts approved or designated by the Customer. This is not applicable to incidental materials. This agreement advises the Customer to review and keep the aforementioned risks in mind when deciding what parts, he wants to use for the repairs.

While the customer reserves the right to elect any parts for usage as he wishes, the company also reserves the right to evaluate the consequences of their usage and refuse such usage if they are deemed to be unsafe or problematic otherwise.

# Labor Warranty

The Company will provide the customer a limited warranty for the repairs mentioned herein conducted on the vehicle. This warranty will remain in effect for thirty (30) calendar days following the completion of all the repairs. During the warranty period, the Company promises to correct any defects related to the repairs performed pertaining to this agreement at its sole expense. The provided warranty only covers the cost of labor, and does not include the costs coverage of any parts used for the authorized repairs. The customer will be liable for any additional repairs found during the warranty period that resulted from parts supplied by you.

## **Binding Contract**

By signing this agreement both parties acknowledge and accept this agreement as legally binding and enforceable on both parties and accept that it will be inured to their future successors, assignees or heirs.

## **Additional Services**

The company will not perform any additional services that are not included in this Agreement unless a written consent of the Customer has been obtained.

#### **Entire Agreement**

Both parties accept this agreement as the only legally binding and enforceable document and any statements or agreements made by either party outside this agreement will not be given privilege over this agreement.

# Penalty for Nonpayment

If the customer fails to make full payments pertaining to the services and repairs received for the vehicle within thirty (30) days of completion, the Company is granted the rights to charge interest each month until the balance is paid in full. The Company will refer to Virginia Mechanic Laws if a payment does not exist after ninety (90) days.



# **CLIENT INFORMATION FORM**

# PERSONAL CONTACT INFORMATION

		Today's Date	
First Name	Last Name	□ Text	Other:
Phone   Fax		□ Mobile	
E-mail / Mobile		🗆 E-mail	
Address		□ Other	
City, State ZIP Code			

# VEHICLE INFORMATION

Year	
Make	
Model	
Color	
VIN (If applicable)	

# **PROJECT INFORMATION**

{Briefly describe your project details]		
MATERIAL ORDERING		
Does customer prefer ordering materials: YES NO		

#### AGREEMENT

The information provided on this form will be used for [DESCRIBE HERE] purpose only. By submitting my details herein, I hereby indicate my conformity to the use of the data as identified above.

#### SIGNATURES

Signature	Signature	
Name and Title	Name and Title	