**Automobile Repair Services Agreement**

This Automobile Repair Services Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John Doe**, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Customer”) and **Automobiles One, LLC**, a *[insert state in which incorporated]* corporation *[or limited liability company if applicable]*, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Company”). The Customer and the Company shall collectively hereinafter be known as the “Parties” or “Party,” as applicable.

 **WHEREAS**, the Company offers general automobile repair services and the Customer desires to retain the Company to perform such services in connection with Customer’s automobile;

**WHEREAS,** this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.

 **NOW, THEREFORE,** in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF SERVICES.** The Company shall use its professional knowledge and skills to provide automobile repair services to the Customer as described in a separate, more detailed work order (which shall be attached hereto as “Attachment A”) (the “Services”). It is acknowledged and agreed by both Parties that the automobile delivered for Services is at all times considered the property of the Customer. Any items or documents in the automobile are confidential personal information of the Customer, and possibly third parties, and shall be kept confidential and not disclosed to any other third party or entity without the prior written permission of the Customer, except if such disclosure is required by law.
	1. **Start and End Dates**. The Services shall begin when the Customer delivers his automobile to the Company for the performance of the Services. The Company shall complete the Services by the date and/or time estimated on Attachment “A.” If the Services cannot be completed within the specified time period, the Company shall contact the Customer concerning the delay (including, but not limited to, part unavailability/backordering, etc.), and the Customer shall, in his discretion, elect either to have the Services continue (understanding that a delay will happen) or request that his property be promptly returned. In such case, the Company shall make the Customer’s property available upon request.
	2. **Condition.** The Company shall return the Customer’s property in the same condition (subject to the Services performed and as can reasonably be expected) as when the Customer delivered the automobile for Services.
2. **COMPENSATION**. The Customer shall pay the Company a total fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert appropriate dollar amount]* (“Compensation”) for the Services described in this Agreement, including Attachment “A.” The Parties agree that the Customer shall pay in full the Compensation due and owning at the time the Services are completed or at the time the Company returns the Customer’s property.
3. **LABOR AND EQUIPMENT WARRANTY**. The Parties agree that the only warranty or assurance of the Company’s work shall be the warranty that the Company might provide for its labor and any manufacturer or standard warranty on equipment or parts used. The Company should provide such warranty information to the Customer at the time of the property return.
4. **LICENSE AND INSURANCE**. The Company is licensed and approved for doing business in the state, county, and/or city of the Services provided. The Company shall maintain a policy(ies) of commercial general liability insurance with limits of liability of not less than Five Hundred Thousand Dollars ($500,000) per occurrence and One Million Dollars ($1,000,000) in the aggregate providing coverage for, among other things, damages caused by the Company to the Customer’s property. All insurance required to be maintained by the Company pursuant to this Agreement shall be maintained with responsible insurance companies qualified to do business, and in good standing, in the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert state of Company]* and which have a rating of at least “A-” in the most current A.M. Best’s Insurance Guide or such similar rating as may be reasonably expected.
5. **TERMINATION**. This Agreement shall terminate upon the occurrence of any of the following: (i) in the event either Party defaults in any material obligation owed to the other Party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following five (5) days’ written notice to the defaulting party; and/or (ii) either party is bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against a Party and the proceeding is not dismissed within sixty (60) days of commencement. In the event of early termination due to the Company’s default, any work shall be abandoned and any funds refunded to the Customer within five (5) business days of termination.
6. **MEDIATION AND ARBITRATION**. Any dispute, claim, or controversy arising from or relating to this Agreement must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) \_\_\_\_\_\_\_ *[state of Company]* law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any Party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator’s determination of the merits of the controversy. The exercise of such arbitration rights by any Party will not preclude the exercise of any self-help remedies (including without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.
7. **APPLICABLE LAW.** This Agreement shall be construed and governed by the law of the state of *[insert state of Company]* without regard to principles of conflicts of law
8. **NO WAIVER**. The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.
9. **SEVERABILITY**. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
10. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
11. **HEADINGS**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
12. **COUNTERPARTS; FACSIMILE AND ELECTRONIC SIGNATURES.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as identified below and as of the Effective Date of this Agreement.**

 **“CUSTOMER”**

 **JOHN DOE**

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

 Signature

 **“COMPANY”**

 **AUTOMOBILES ONE, LLC**

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 Signature of Authorized Company Representative

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 Printed Name of Authorized Company Representative

**ATTACHMENT “A”**

**DESCRIPTION OF SERVICES**

(to immediately follow)