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Client Intake and Work Request

RO/E# _____

How did you hear about our service?

Digital Advert *Referral/Who?* *Repeat Client* *Google/Internet* *Walk-In* *Mailer*

Client Information – Please Fill Out Entirely

First Name: _____ Cell Phone: _____
Last Name: _____ Evening Phone: _____
Address: _____ Cellphone Carrier (for email to text): _____
City/State/Zip: _____ Email: _____

Vehicle Information – Please Fill What You Can

Tag #: _____ VIN: _____
Year: _____ Drivetrain: FWD RWD AWD/4WD
Make/Model: _____ Production Date: _____
Engine: _____ Mileage: _____
Wheel Locks?/Where: _____ Can The Vehicle Be Stored Outdoors? YES NO
Other/Important Need To Know Quirks: _____

What Brought You Here Today? / Vehicle Issues?

Customer expressly certifies that they have the legal right to authorize repairs for the above-listed vehicle, either through legal ownership, leasehold interest, or direct written authorization from the vehicle's owner. Customer acknowledges its acceptance of the Standard Terms, and authorizes RevTech to take the steps necessary to perform services at Customer's request, including driving/operating the vehicle for diagnostic, testing, and delivery purposes.

CLIENT SIGNATURE _____

Date _____



STANDARD TERMS

1. Overview. These Standard Terms and Conditions (“Standard Terms”) along with the Customer Intake and Work Request (“Work Order”) comprise the Agreement (“Agreement”) between Customer and RevTech Performance (“RevTech”) and explain the terms under which RevTech will provide automotive repair, restoration, and/or customization services to Customer. Any defined term in the Work Order shall have the same definition in these Standard Terms. In the event of a conflict between the provisions in these Standard Terms and the Work Order, the provisions in the Work Order shall control.

2. Estimates. Upon Customer’s request, prior to the commencement of any work on a vehicle for which Customer may be charged more than \$25, RevTech will provide Customer a written statement of (i) the estimated cost of labor necessary to complete the work, (ii) the estimated cost of parts necessary to complete work, (iii) a description of the problem or work as described or authorized by Customer, and (iv) the estimated completion time. Written estimates may be provided between the hours of 10:00 a.m. and 4:00 p.m. when the shop is open. A fee of \$112 will be charged to Customer for the preparation of a written estimate and related diagnostic work. No repair work on the vehicle will be undertaken, other than such diagnostic work as may be necessary for the preparation of an estimate, until the written estimate has been provided to Customer and Customer has authorized the work, either in writing or orally. No repair work charge will exceed the written estimate by more than 10 percent (or, in the case of any vehicle which is at least 25 model years old, 20 percent) unless the additional work represented by the excess charge has been authorized by Customer. RevTech shall not be required to provide a written estimate if RevTech is unwilling to perform the requested repair work.

3. Revisions to Estimates. RevTech estimates are provided in good faith based upon available information at the time the estimate is given. Occasionally, RevTech will encounter unforeseen circumstances after commencing work and may need to revise its estimate to account for such circumstances by providing such revised estimate to Customer. Unforeseen circumstances include, for example, rust, corrosion, hidden damage, and incompatibility of parts, and unavailability of parts. Customer shall accept or reject any revised estimate within eight hours. In the event a revised estimate is rejected (or not timely accepted), RevTech may immediately cease work and Customer shall pay RevTech for the cost of parts and labor incurred up to the stoppage of work.

4. Customer Provided Parts. All labor rates are subject to increase of 20% over the rates specified in any estimate or on the Work Order when parts are not provided by RevTech. While a Customer vehicle is in RevTech’s facilities (e.g. on the lift or in the garage) it is occupying resources that cannot be utilized by RevTech to perform services for other customers. Where Customer has provided parts to RevTech to be installed in Customer’s vehicle, and RevTech, after beginning the work, determines that the parts provided by Customer are broken, incompatible, or otherwise cannot be installed, Customer, Customer shall pay to RevTech, in addition to all other costs and fees for services rendered, a “tie up fee” of \$85 per hour until the vehicle can be removed from RevTech’s facilities. RevTech does not warrant Customer-provided parts nor guarantee that Customer-provided parts will be compatible with or suitable for Customer’s vehicle. Customer-provided parts may cause a vehicle to be unsafe and RevTech disclaims all liability relating to or arising from Customer-provided parts.

5. Estimated Completion Date. RevTech shall not be liable for breach of a written estimated completion date for a repair if the delay is occasioned by (i) an act of God or (ii) an unexpected shortage of labor or parts or (iii) other causes beyond RevTech’s control. RevTech is not responsible for any delays caused by unavailability of parts or delays in parts shipment by the supplier or transporter beyond RevTech’s control.

6. Deposits. RevTech may request a deposit on services to be provided or parts to be purchased. All deposits are non-refundable. To the extent unused, deposits will be held as a credit for Customer for one year. All credits expire in one year from the date of the corresponding deposit.

7. Customer Responsibilities. Customer is responsible for removing all personal items and valuables from their vehicle prior to leaving the vehicle with RevTech. Customer acknowledges that if he/she leaves any valuables in the vehicle, he/she does so at his/her own risk. RevTech shall not be liable for any loss or damage to vehicles or personal property left therein caused by non-parties to this Agreement, acts of God, nature, fire, theft, accident, or other causes beyond RevTech’s control.

8. Return of Replaced Parts. Upon Customer’s request, RevTech will return to Customer any parts which are removed from Customer’s vehicle and replaced during the process of repair; provided that any part which is required to be returned to a manufacturer or distributor under a warranty agreement, trade-in agreement or core charge agreement for a reconditioned part need not be returned to Customer. If Customer wishes the return of replaced parts subject to core charge

or other trade-in agreements, Customer agrees to pay RevTech the additional core charge or other trade-in fee. Customer retains the right to inspect requested returned parts even if custody is refused.

9. Additional Services. The Services identified in the Work Order are the only Services that RevTech has agreed to provide. No other work is included in the Services unless expressly identified.

10. Payment and Storage Fees. Payment is due on the dates set forth in the Work Order or, to the extent no dates are specified, payment in full is due upon completion of the listed Services. Unpaid Invoices will accrue interest at a rate of 1.5% per month (or the maximum rate permitted by applicable laws) beginning on the date of the Invoice. If an Invoice is not timely paid, RevTech may suspend its performance of the Engagement. RevTech shall have a mechanic’s lien against the vehicle to secure the amount of Service Fees and shall not be required to release the above-listed vehicle until Customer has made payment in full for all Services authorized by Customer and performed by RevTech, as permissible by Virginia Code § 43-33 and any other applicable federal and state laws. Additionally, vehicles and trailers left with RevTech for more than 12 hours after RevTech has notified Customer that the vehicle is ready for pick-up will incur storage fees of \$50 per day (or the maximum amount allowed by law). If a customer cancels work on their vehicle and/or trailer after authorizing RevTech to commence work, storage fees will be assessed from date of authorization. Customer agrees to pay any and all costs and expenses, including reasonable attorney’s fees, RevTech incurs in relation to collection of amounts owed from Customer to RevTech.

11. Disclaimer and Limitation of Liability. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND ANY PARTS ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. As part of the Services, RevTech may perform modifications to Customer’s vehicle that cause the vehicle to fail to meet state and/or federal emissions or safety requirements. In such cases, Customer agrees that the vehicle will only be operated off-road and in compliance with applicable law. RevTech shall not be liable to Customer or any other party for any damages caused in whole or in part by: (i) any condition act which reasonably could have been prevented or minimized by Customer; (ii) Customer’s use of the vehicle in breach of applicable law, including without limitation, violation of speed limits; (iii) Customer’s off-road or track use of the vehicle; (iv) any condition constituting normal wear and tear; (v) any condition caused by acts of God; (vi) any condition caused by abuse or misuse; or (vii) any condition not caused by RevTech’s failure to reasonably perform the Services. Customer agrees to indemnify RevTech, and keep RevTech indemnified, against any and all claims, losses, and damages suffered by RevTech (including costs and reasonable attorney’s fees) relating to the foregoing. In all cases, RevTech liability shall be limited to the lesser of the total amount of fees paid by Customer to RevTech or one thousand dollars.

12. Media Rights. RevTech may take pictures or videos (“Media”) of your vehicle and use this Media for RevTech’s business purposes. Customer expressly authorizes RevTech to use the Media as RevTech may determine.

13. Entire Agreement. This Agreement reflects the entire agreement between RevTech and Customer. There are no other agreements, representations, promises, or understandings between the parties.

14. Choice of Law; Venue. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflicts of law principals. All disputes regarding this Agreement shall be brought exclusively in the state or county courts of Arlington County, Virginia or the Alexandria Division of the United States District Court for the Eastern District of Virginia. Customer consents to the exclusive jurisdiction of such courts and hereby waives any jurisdictional or venue defenses otherwise available. In the event Customer nevertheless brings suit in another jurisdiction, Customer agrees to pay the costs and fees (including attorneys’ fees) incurred by RevTech in defending or seeking dismissal of the same.

15. Severability in Event of Partial Invalidity. If any provision of the Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and will remain in effect.