



ROCKET CITY CUSTOMS

2500 Triana Blvd. Huntsville, AL 35805

(256) 715-0502

Work Authorization Agreement

The following work authorization agreement is between Rocket City Customs HSV, LLC dba Rocket City Customs (hereafter abbreviated as "RCC") and the undersigned customer(s) (hereafter referred to as "Customer") and shall be effective of the date of the last signature of either party to the agreement.

RCC agrees to provide the services listed below to Customer, and Customer agrees to employ RCC to provide said services, subject to the following terms and conditions.

General Terms:

1. **Fee.** RCC will bill Customer at an hourly rate of \$_____ for the labor and services it provides. Time spent by RCC researching, locating, and/or purchasing parts will be billed at the hourly rate. Customer acknowledges that RCC has not provided an estimate for the cost or time of the labor and services that RCC will provide. Additionally, Customer shall also be responsible for the costs of materials and/or parts necessary to complete the requested services.
2. **Budget.** The customer authorizes an initial Not to Exceed budget (hereafter referred to as "Not to Exceed" or "NTE") of \$_____. If an amount is listed in this section for a NTE budget, RCC will not exceed that amount for its labor, services and any materials or parts. Any amounts above that budget must be authorized in writing by the Customer. If no amount is listed for a NTE budget, then Customer agrees to pay the total amount for RCC's fees and for all necessary materials and parts.
3. **Deposit.** RCC requires an initial deposit amount of \$_____ to be paid by Customer to RCC before any services are provided by RCC. If no amount is listed, RCC waives the requirement of an initial deposit. The amount deposited by Customer shall be applied to RCC's total fee. If Customer fails to deposit the amount noted and RCC has begun its services, RCC may, at its option, elect to stop providing any services until the deposit has been paid. RCC reserves the right to require additional deposits from Customer during the course of its services.
4. **Materials and Parts.** Customer shall be responsible for any costs for materials and parts necessary for RCC to complete its services. The costs for the materials and parts is separate from RCC's hourly rate for its services and labor. RCC agrees to bill Customer for the materials and parts at their actual cost without RCC receiving any markup fee.

Customer agrees to consult with RCC before ordering any parts related to RCC's services. If Customer fails to consult with RCC and obtain RCC's approval before ordering any parts, Customer assumes the risk that any ordered parts may not be proper for RCC's services, may cause cost increases for RCC's services, and may cause delays for RCC to complete its services.

5. **Warranties**. Customer acknowledges that RCC does not provide a warranty for any of the parts or materials it uses and installs. Parts or materials will be covered by the manufacturer's warranty only, if applicable.
6. **Invoices**. RCC will bill for its services by periodically issuing invoices to Customer. Upon receipt of any invoice, Customer agrees to issue payment within ten (10) business days. If Customer fails to pay an outstanding invoice when due, RCC reserves the right to stop its services to Customer. Additionally, RCC reserves the right to charge a service charge of 10% of the outstanding balance per month for invoices not paid in full within 30 calendar days. The customer will be responsible for and assessed any fees, legal or otherwise, incurred by RCC for the collection of past due accounts.
7. **Stop Work**. Customer may, upon reasonable notice, request that RCC stop its services ("Stop Work") at any time during the course of RCC's services.
8. **Removal of Vehicle**. So long as any outstanding invoice from RCC has been paid in full, Customer may remove his/her vehicle upon reasonable notice to RCC. RCC will not release the Customer's vehicle until all remaining balances are paid in full.

If either RCC or Customer notify the other of a Stop Work order, Customer's vehicle(s) must be picked up within thirty (30) calendar days of such notice, so long as all outstanding invoices have been paid by Customer.

Upon the completion of RCC's services, Customer's vehicle(s) must be picked up within thirty (30) calendar days.

If any vehicle remains on RCC's premises after the timeframes noted in this section, RCC may charge a storage fee of \$20.00 per day that the vehicle remains at the premises.

Any parts removed from the customer's vehicle or unused in the project must be picked up with the vehicle. Any parts left behind will be considered abandoned and will either be disposed of or kept by RCC.

9. **Ownership**. Customer represents to RCC that he/she is the legal owner of any vehicle subject to this agreement.
10. **Insurance**. RCC maintains a blanket policy insurance guaranteeing coverage on Customer's vehicles of up to \$150,000 per vehicle. Customer is responsible for obtaining or maintaining any additional insurance coverage regarding their vehicle.

11. **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. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement. Upon a determination that any provision is invalid, illegal, or unenforceable, the parties to this Agreement shall negotiate in good faith to modify this Agreement to give effect to the original intent of the parties as closely as possible in a mutually acceptable manner so that the transactions contemplated by this Agreement can be consummated as originally contemplated to the greatest extent possible.
12. **Entire Agreement**. This Agreement constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. No oral statements or prior written material between or among the parties not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.
13. **Governing Law**. This Agreement is governed, construed, and administered according to the laws of the State of Alabama as from time to time amended, and any applicable federal law.
14. **No Waiver**. Any party's failure to insist upon strict performance of any provision or obligation of this Agreement for any period is not a waiver of that party's right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.
15. **Successors**. Except as otherwise provided in this Agreement, all provisions of this Agreement bind, inure to the benefit of, and are enforceable by and against the respective heirs, executors, administrators, personal representatives, successors, and permitted assigns of any of the parties to this Agreement.
16. **Amendments**. No provision of this Agreement may be amended or modified except by a written instrument executed by all parties to this Agreement.
17. **Attorney's Fees**. If any party to this Agreement institutes any legal cause of action against another party arising out of or relating to this Agreement, the prevailing party will be entitled to the costs incurred in conducting the cause of action, including reasonable attorneys' fees and expenses and court costs.

