

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this ____ day of _____, 20____

BETWEEN:

(the Vehicle Owner(s))

Vehicle VIN _____

- AND -

Prius Hybrid Repair LLC of 1932B Lincoln Drive Annapolis MD 21403-4511
(the "Contractor").

BACKGROUND:

- A. The Vehicle Owner is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Vehicle Owner and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

- Services Provided
 1. The Vehicle Owner hereby agrees to engage the Contractor to provide the Vehicle Owner with services (the "Services") consisting of:
 - Service includes replacement of re-manufactured hybrid battery, replacement of re-manufactured hybrid inverter and replacement of inverter pump. Diagnostic codes must show the replacement is necessary for replacement coverage under this policy. It does not include mechanical parts e.g. engine, transaxle (transmission), wiring, brakes, steering components, or any other non-hybrid components. It does not include routine maintenance required by the manufacturer. It does not include replacement of 12 Volt battery. Service is terminated for non-payment of initial fee or monthly service fee
 2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this

Initials: _____

Agreement.

3. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide at least 30 days' notice to the other Party.
4. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.
 - Performance
5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
 - Currency
6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.
 - Compensation
7. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:
 - The initial fee is due at signing of this contract. The monthly fee is due on the first of every month with a 5 (five) day grace period. The contract is renewable within the month with an additional fee of \$125.00. If the contract is not renewed within the month of default, the contract is null and void. All credit cards are acceptable for payment with auto debit. Checks must be received before grace period terminates and if a check is returned there is a \$35.00 service fee.
2004-2009 Prius Fee is \$795.00 and \$25.00 monthly.
2010-2012 Prius Fee is \$995.00 and \$25.00 monthly.
2012-2017 Prius c Fee is \$895.00 and \$25.00 monthly.
2007-2011 Camry Hybrid Fee is \$1,395 and \$25.00 monthly.
2012-2017 Camry Hybrid Fee is \$1,595 and \$25.00 monthly.
2013-2017 Avalon Hybrid Fee is \$1595 and \$25.00 monthly.
8. The above Compensation includes all applicable sales tax, and duties as required by law.
9. Owner agrees to provide, for the use of the Contractor in providing the services, the following resources:

Initials: _____

- The client must provide the Contractor with diagnostic codes prior to service. We recommend scanner Actron cp9125 sold at Advance Auto stores or on Amazon. Photos of the codes must be sent electronically to us. The client is responsible for towing the vehicle to the shop located at 1932B Lincoln Drive, Annapolis, MD 21401. The client is responsible for picking up the vehicle within 24 hours of receiving notice of completion by email. After 24 hours, a storage fee is charged at a rate of \$25.00 a day.

10. Capacity/Independent Contractor

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Vehicle Owner acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

- Notice

11. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. Vehicle Owner Email Address:

b. Contractor Email Address: priushybridrepair@gmail.com or to such other addresses in which any Party may, from time to time, notify the other.

- Indemnification

12. Each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

- Insurance

Initials: _____

13. The Contractor will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Contractor based on the risk associated with the characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

- Additional Clause

14. The client will maintain insurance on the vehicle and authorize the contractor to test drive the vehicle.

In the event that legal action is brought to enforce or interpret this Agreement, both parties agree to Arbitration before the BBB in Baltimore, Maryland.

-

15. Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

- Time of the Essence

16. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

17. Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

- Enurement

18. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

- Titles/Headings

19. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

- Gender

20. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Initials: _____

- Governing Law

21. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Maryland, without regard to the jurisdiction in which any action or special proceeding may be instituted.

- Severability

22. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

- Waiver

23. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, 20____.

	<hr/> <hr/> Vehicle Owner(s)
	Prius Hybrid Repair LLC By: _____