



P.O. Box 15836  
Wilmington, NC 28408  
(910) 383-2284  
Fax: (910) 251-8242

### Design-Build Contract

#### Customer Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: ( ) - \_\_\_\_\_ Daytime Phone: ( ) - \_\_\_\_\_

Cell Phone: ( ) - \_\_\_\_\_

E-Mail: \_\_\_\_\_

#### Vehicle Information:

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Vehicle Identification Number: \_\_\_\_\_ Mileage: \_\_\_\_\_

Additional Information: \_\_\_\_\_

#### Build Type:

Restoration:

Driver:

Show:

Race Car:

Other (Please Explain):

**Delivery Information:**

*Vehicles will be received by Bugzy's Rod House Monday through Friday from 8:00 am to 4:00 pm. Please ensure the designated transport company is aware of these hours. All shipping costs will be covered by the customer and no vehicles will be received COD.*

From Customer:

Shipping Method: \_\_\_\_\_

Date of Shipment: \_\_\_\_\_

Date of Arrival: \_\_\_\_\_

Transporter Information: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Transporter / Driver Phone: \_\_\_\_\_

Is the vehicle drivable? \_\_\_\_\_

Bugzy's Rod House:

*No vehicle will be released until all payments have been received and cleared by Bugzy's Rod House. Once the vehicle is completed you will be contacted and a delivery agreement will be arranged. Bugzy's Rod House reserves the right to use their preferred transporter(s) unless otherwise agreed upon in writing and signed by both parties.*

Transporter Information: \_\_\_\_\_

Date of Shipment: \_\_\_\_\_

Date of Arrival: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Transporter / Driver Phone: \_\_\_\_\_

\_\_\_\_\_  
Customer Signature / /  
Date

\_\_\_\_\_  
Bugzy's Rod House / /  
Date

## Design-Build Contract Terms

### Insurance Information:

*Customer will be required to produce proof of insurance and is to carry coverage on the vehicle while the vehicle is in Bugzy's Rod House's possession during the design-build. Bugzy's Rod House will not be responsible for any loss or damage while in its possession.*

Vehicle Value for insurance purposes: \_\_\_\_\_

(Figure to be provided by customer)

Insurance Carrier: \_\_\_\_\_

Agent Information: \_\_\_\_\_

Contact Number: \_\_\_\_\_

### Proof of Ownership:

*Customer is required to provide a copy of the title and include proof of ownership upon signing of this contract and prior to the commencement of the Design-Build project.*

### Payment Terms:

Bugzy's Rod House will bill weekly on the basis of time (labor) spent on the project design-build, materials used, and any expenses for contracted services related to the project. The labor rate currently in effect is \$60.00 per hour and will remain in effect until further written notice to the customer, giving 30 days advance notice. Materials and contracted services will include the cost of shipping, advertising and any other cost associated with obtaining the materials for the project design-build.

Customer acknowledges that there are many unknown variables associated with the cost of their project design-build, including, but not limited to, cost of labor and services, condition of body, frame, wood, other structural components, engine and general mechanical condition, availability and cost of parts. Therefore it is impossible for Bugzy's Rod House to provide an exact estimate of total cost of your project design-build, and no such estimate has been given to you, orally or otherwise, unless indicated in writing and signed by both parties and attached to this agreement. By signing this agreement, the customer agrees, understands and does not request such an estimate and waives the right to such an estimate.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

The customer will keep the account current from the first invoice to the final invoice upon completion of the project design-build. Payment is due upon receipt of invoice. Any balance that has not been paid within fifteen (15) days after receipt of the invoice will be subject to a late pay charge at the rate of eighteen percent (18%) per annum on the unpaid balance.

In the event this occurs, you must pay the invoice balance, including late pay charges, before work continues on your vehicle. Should you be unable to remain current on your payments; please notify Bugzy's Rod House in writing so that we can adjust the work schedule or suspend work to conform with your planned payment schedule. Bugzy's Rod House encourages you to discuss your situation with us so that we can try to accommodate a special arrangement.

If Bugzy's Rod House discontinues or suspends work on your vehicle prior to the completion of the project design-build due to delays in payments, Bugzy's Rod House will not be responsible for maintenance, upkeep or any longevity of work already performed. Should any rework need to be done, it will be at the full expense of the customer. If your vehicle is placed in storage as the result of discontinuation of work, you will be charged a storage fee at the rate of \$250.00 per month. Any time spent packaging / boxing parts, etc. will be billed at an additional rate of \$60.00 per hour.

If your vehicle remains in storage for more than six (6) months, unless otherwise agreed to in writing, Bugzy's Rod House is authorized to dispose of the vehicle and any other property associated with the vehicle as we see fit. Customer will be provided written notice at least ten (10) days in advance of our intent to dispose of the property. The notice will be sent to the last address on file, with address correction requested. Any funds received from the disposal of your vehicle and property will be applied to your indebtedness to Bugzy's Rod House for unpaid contracted services, including charges for storage, removing and selling the property.

The enforceability and interpretation of this agreement and any matters arising out of the relationship between the parties bound by this contract shall be governed by the laws of the State of North Carolina.

Bugzy's Rod House is committed to providing the highest quality design-build reasonably possible. The condition of your vehicle and your financial commitment to the project design-build are the keys to our success. Many parts, particularly mechanical parts, will be the existing old parts whose durability we cannot guarantee. We cannot guarantee the condition of your vehicle as a new car manufacturer would; however, we do give a limited warranty against certain defects in workmanship or materials and will pass along to you any warranty applicable to parts manufactured or supplied to us by others.

We encourage you to contact us or schedule a time to visit your vehicle as work proceeds. If you have any questions about materials being used or work being performed, please ask. We want you to be satisfied with your project design-build.

This agreement is understood to be the complete and exclusive agreement between Bugzy's Rod House of Design Inc. and the Customer, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement, unless modified in writing and signed by both parties. No employee of Bugzy's Rod House or any other party is authorized to change or add to the terms of this agreement.

No vehicle will be released until all payments have been received and cleared by Bugzy's Rod House. The final payment should be either cash or certified check. Once the vehicle is completed you will be contacted and a delivery agreement will be arranged. Bugzy's Rod House reserves the right to use their preferred transporter(s) unless otherwise agreed upon in writing and signed by both parties.

Customer:

I have fully read this agreement and understand and agree to the terms and conditions as outlined in this document.

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Customer Printed Name	Customer Signature	/ / Date
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Bugzy's Rod House of Design Inc.	/ / Date
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## Limited Warranty

Bugzy's Rod House warrants to its original customer that the service performed on the customer's vehicle or any component therein, shall be free from defect in material or workmanship for a period of one (1) year from delivery of the vehicle or component to the customer. Should the customer find a defect in material or workmanship during this term, the customer must promptly notify Bugzy's Rod House in writing. Any notification received by Bugzy's Rod House later than thirteen (13) months after delivery date shall not be honored. Bugzy's Rod House will correct any such defect in material or workmanship with either new or used replacement parts, at their discretion, within a reasonable time after written notification from the customer. If for any reason Bugzy's Rod House is unable to repair any defect, Bugzy's Rod House, at its sole election, shall be entitled to refund the price paid by the customer for components or the portion of the price paid for work performed on the portion of the vehicle or component found to be defective.

These remedies are the customer's exclusive remedies for breach of warranty.

Bugzy's Rod House does not warrant any product, component or part not restored or manufactured by them, but will pass any warranty with respect to such products or components by the original manufacturer to the customer. This warranty does not cover damage to any vehicle, product or component or part caused by improper use, damage during shipment, or any other abuse or misuse by the customer.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO CASE SHALL BUGZY'S ROD HOUSE BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT OR ANY OTHER LEGAL THEORY. THIS LIMITATION DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY; SOME STATES DO NOT ALLOW LIMITES ON WARRANTIES, OR ON REMEDIES FOR BREACH IN CERTAIN TRANSACTIONS. IN SUCH STATES, THE LIMITES IN THE PARAGRAPH MAY NOT APPLY.

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Customer Printed Name	Customer Signature	/ / Date
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Bugzy's Rod House of Design Inc.		/ / Date
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