

# MECHANIC SERVICES AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Service Provider (Mechanic) Information:

Full Name/Business Name: \_\_\_\_\_

License/Certification Number: \_\_\_\_\_

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

Phone/Email: \_\_\_\_\_

## Client Information:

Full Name/Business Name: \_\_\_\_\_

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

Phone/Email: \_\_\_\_\_

## Vehicle/Equipment Information:

Make/Model: \_\_\_\_\_

Year of Manufacture: \_\_\_\_\_

VIN/Serial Number: \_\_\_\_\_

## Service Description and Scope:

## Payment Terms:

Total Service Price: \_\_\_\_\_ USD

Payment Method: \_\_\_\_\_

Payment Schedule: \_\_\_\_\_

## Clause 1 – Engagement and Scope of Work

Client hereby engages Service Provider to perform mechanical services as described above on the specified vehicle/equipment. Service Provider agrees to perform the services in a professional and workmanlike manner consistent with industry standards.

## Clause 2 – Service Provider’s Warranty

Service Provider warrants that all services will be performed in accordance with generally accepted industry standards and that any parts supplied will be new or of equivalent quality. This warranty is valid for thirty (30) days from completion of services.

**Clause 3 – Client Responsibilities**

Client shall provide access to the vehicle/equipment and all necessary information to enable Service Provider to perform the services. Client is responsible for backing up any data or software that may be affected.

**Clause 4 – Payment and Fees**

Client agrees to pay Service Provider the total service price as specified. Payment is due upon completion unless otherwise agreed in writing. Late payments may incur interest at the maximum rate permitted by law.

**Clause 5 – Parts and Materials**

Parts and materials not included in this Agreement but required for completion will be billed separately. Service Provider will obtain Client's approval before incurring additional costs.

**Clause 6 – Limitation of Liability**

Service Provider shall not be liable for incidental, consequential, or special damages arising from the services performed. Liability for direct damages shall not exceed the amount paid by Client under this Agreement.

**Clause 7 – Indemnification**

Client agrees to indemnify and hold harmless Service Provider from any claims, damages, losses, or expenses arising out of Client's negligence, misuse of services, or failure to comply with this Agreement.

**Clause 8 – Termination**

Either party may terminate this Agreement upon written notice if the other party materially breaches any terms and fails to cure such breach within ten (10) days. Upon termination, Client shall pay for all services performed and materials acquired through the termination date.

**Clause 9 – Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to its conflict of laws principles. Any disputes shall be resolved exclusively in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 10 – Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior proposals, negotiations, and understandings. No modifications shall be binding unless in writing and signed by both parties.

**Clause 11 – Force Majeure**

Neither party shall be liable for failure or delay in performance due to causes beyond reasonable control, including acts of God, government restrictions, strikes, or shortages.

**Clause 12 – Confidentiality**

Parties agree to keep confidential all proprietary information disclosed during the term of this Agreement and not to disclose such information to third parties without prior written consent.

**Clause 13 – Independent Contractor**

Service Provider is an independent contractor and nothing herein creates a partnership, joint venture, or employment relationship between the parties.

**Clause 14 – Notices**

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, or recognized overnight courier to the addresses provided above.

**Clause 15 – Severability**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Clause 16 – Waiver**

Failure to enforce any provision shall not constitute a waiver of future enforcement of that or any other provision.

**Clause 17 – Assignment**

Neither party may assign or transfer its rights or obligations under this Agreement without prior written consent of the other party.

**Clause 18 – Counterparts; Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall be deemed to have the same legal effect as originals.

**Clause 19 – Compliance with Laws**

Service Provider agrees to comply with all federal, state, and local laws applicable to the performance of services under this Agreement.

**Clause 20 – Dispute Resolution**

Parties will attempt in good faith to resolve any dispute by negotiation. If unsuccessful, disputes shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

**SERVICE PROVIDER SIGNATURE**

**CLIENT SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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