

REFURBISHMENT AGREEMENT

AGREEMENT made effective by and between Click or tap here to enter text., with an address of Click or tap here to enter text. (hereinafter “Client”) and Vintage Evolution Skateboards, LLC, with an address of PO Box 22, Meredith, NH, 03253 (hereinafter “VES”).

WITNESSETH:

WHEREAS, VES is in the business of refurbishing skateboards for artistic purposes;

WHEREAS, Client owns a skateboard in need of refurbishment and wishes to engage VES’s services;

WHEREAS, Client and VES are desirous of setting forth in writing their mutual agreements to be binding upon them;

NOW THEREFORE, in consideration of the mutual promises, agreements, and covenants set forth herein, the Parties agree as follows:

I. Services, and Fees.

(a) **Services Provided.** VES hereby agrees to provide the following services (describe in detail i.e. types of services, when and how services are to be provided, etc.) or attach separate schedule detailing such terms:

(b) **Payment Terms.** VES hereby agrees to provide the Services set forth above, and the Client hereby agrees to pay VES the amount of \$Click or tap here to enter text. (“ Cost Estimate Fee”) for the Services. The Cost Estimate Fee is payable in the following manner:

15% of Cost Estimate Fee is due and payable as a Deposit at the \$ _____
time this Agreement is Signed:
Remaining Balance of Fee is due once the Services have been \$ _____
completed:
Total Price: \$ _____

(c) **Price Adjustment.** VES calculates the Cost Estimate Fee from conversations, descriptions, photographs, and information provided by the Client. The Cost Estimate Fee may need to be adjusted after receipt and thorough inspection of the Skateboard by VES. The Client shall be notified in writing of any Price Adjustment and shall have seven (7) days to accept the Price

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Adjustment. Such acceptance shall be in writing, signed by both parties hereto, and attached to this Agreement upon execution and receipt. Client may refuse to accept the Price Adjustment, and terminate this Agreement pursuant to Section IV.(b) below. If Client fails to respond within seven (7) days, VES may either extend the request for acceptance by another seven (7) days, or treat this Agreement as if it were terminated by Client pursuant to Section IV.(b). In event of termination by Client, Client shall be responsible for shipping costs as set forth in Section IV.(b).

(d) Skateboard. Client's skateboard, ("Skateboard") is described as follows:

(e) Value of Skateboard. The parties to this Agreement agree that prior to the commencement of the Services outlined above, the value of the Skateboard is \$Click or tap here to enter text. (Value). The parties agree that the party responsible for shipping shall insure the Skateboard up to the Value set forth in this Section I(d).

II. Packing, Shipping and Risk of Loss.

(a) Packing. The parties agree to pack the Skateboard in accordance with good commercial practice. VES shall ship to the address set forth for the Client above unless a different shipping address is agreed to in writing by the parties.

(b) Shipping. Unless VES terminates this Agreement pursuant to the Section IV.(a), the Client shall bear all shipping costs and shipping insurance charges for return of the Skateboard to the Client. VES shall include such costs and charges for return shipping and shipping insurance as part of the Cost Estimate Fee. In the absence of special instructions from the Client, VES shall select the shipping carrier. VES shall insure the Skateboard in the amount identified by the client in Section I (d).

III. Warranties, Liability and Indemnification.

(a) Both parties agree to act in good faith in the performance of this Agreement. Client hereby acknowledges and agrees that VES is only responsible for providing the Services set forth hereabove.

(b) Client represents and warrants that the Client is the sole owner of the Skateboard, with the full authority to engage VES for the Services set forth above. Client further represents and warrants the Skateboard is free of any liens or encumbrances.

(c) VES disclaims all responsibility and liability for the use of any skateboard refurbished hereunder. Client acknowledges and agrees that the refurbishment services provided are solely aesthetic in nature, and VES makes no representations or warranties, of any kind, with respect to the use and function of the Skateboard upon completion of Services.

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(d) Client hereby acknowledges and agrees that VES shall not be liable for any injury or damage arising out of or related to the Services provided by VES, unless caused by the gross negligence or intentional or willful misconduct of VES. To the extent permitted by law, Client shall indemnify and save VES harmless from and against any and all liability and damages, costs and expenses, including reasonable attorney's fees, and from and against any and all suits, claims and demands of any kind or nature whatsoever, arising out of or related to the use of the Skateboard, or the providing of the Services.

(e) In no event shall any party be liable to the other party for exemplary, incidental, indirect, special or consequential damages of any kind, including, without limitation, loss of use, however caused and on any theory of liability, arising out of this Agreement.

IV. Termination.

(a) Termination by VES.

- i. Upon review of the Skateboard, VES may, prior to any work commencing and upon written notice to the Client, terminate this Agreement, and return any and all deposits paid pursuant to this Agreement. In the event of termination by VES prior to commencement of any work, VES shall be responsible for the return shipping costs and shipping insurance costs associated with the return of the Skateboard to the Client.
- ii. After commencement of the Services, upon written notice to the Client, VES may terminate this Agreement. VES shall be entitled to that portion of the Cost Estimate Fee, which includes but is not limited to any special parts or inventory ordered by VES to complete the Services, and for the Services completed by VES up to date of written notice of termination ("Termination Date"). If that amount is less than the deposit being held, VES will return the remaining amount of the Deposit to the Client after payment of the portion of the Cost Estimate Fee to VES. If that amount is more than the deposit behind held, VES shall provide an invoice to the Client of the Services completed, and the Client shall have thirty (30) days to remit payment. In the event of termination by VES after commencement of any work, VES shall be responsible for the return shipping costs and shipping insurance costs associated with the return of the Skateboard to the Client.

(b) Termination by Client.

- i. Client may terminate this Agreement at any time with seven (7) days written notice to VES. VES shall be entitled to the portion of the Cost Estimate Fee for the Services completed by VES prior to receipt of written notice of termination, which includes, but is not limited to, any special parts or inventory ordered by VES to complete the Services. If that amount is less than the deposit being held, VES will

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return the remaining amount of the deposit to the Client after payment of the portion of the Cost Estimate Fee, including shipping cost and shipping insurance, to VES. If that amount is more than the deposit being held, VES shall provide an invoice to the Client of the Services completed, and the Client shall have thirty (30) days to remit payment. In the event of termination by the Client, the Client shall be responsible for shipping costs and shipping insurance costs associated with the return of the skateboard to the Client.

V. General Provisions.

- (a) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each party hereto and such party's permitted successors and permitted assigns. The waiver by any party hereof of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach by any party. This Agreement may not be assigned by either party without the written consent of the non-assigning party.
- (b) **Modification.** This Agreement contains the entire agreement of the parties hereto with respect to the matters contained herein, and no prior agreements or understandings pertaining to any of the matters connected with this transaction shall be effective for any purpose. The agreements embodied herein may not be amended except by an agreement in writing signed by the party against whom enforcement is sought.
- (c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire in the United States of America, without regard to conflicts of law principles. Jurisdiction of any suit regarding the rights or obligations hereunder shall be solely with the courts of the State of New Hampshire in the United States of America. The parties expressly hereby waive their right to a jury trial.
- (d) **Titles.** Titles, captions, section and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, limit or expand the scope or content of this Agreement or any provision hereof.
- (e) **Survival of Termination.** The covenants, agreements, representations, and warranties of each of the parties in this Agreement shall survive the termination of this Agreement and shall be enforceable thereafter in accordance with their terms.
- (f) **Counterpart and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument. Electronic signatures shall be binding on the parties hereto.

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This Agreement is executed effective the date first written herein.

Client:

Vintage Evolutions Skateboards, LLC

Print Name: _____

By: _____
Robert B. Furlan, III, Manager