



## Service Check-in

**Customer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contact Information:** You must provide accurate contact information, including a valid email address\*.

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

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (City, State, Zip Code)

Phone: 1. \_\_\_\_\_ (Primary) 2. \_\_\_\_\_ (Alternate)

E-mail: \_\_\_\_\_

**\*Email is the preferred method of communication.** Customers are responsible for all emails they receive while their car is at our facility. It is imperative that the email address that you provide is valid and checked regularly, as many email communications contain time sensitive requests. Failure to check & respond to emails that you receive while your car is in the shop at Z1 Motorsports may result in additional fees. By signing this agreement, you are acknowledging that you understand and accept these terms. **NO EXCEPTIONS!**

**Vehicle Information:**

**(Circle one)** 240SX 300ZX 350Z 370Z G35 G37 GTR **Year:** \_\_\_\_\_ **Color:** \_\_\_\_\_

**Does car run & drive?** ( Y / N )    **Valid Insurance?** ( Y / N )    **Valid Tag?** ( Y / N )

**Why you are here today:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Customer Notes/Instructions:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Customer Supplied Information:	
Is your car in need of any of the following routine maintenance (Y/N):	Price:
Rear Differential Fluid change?	\$80
Manual Transmission Fluid change?	\$90
Fuel Filter? <b>(300ZX only)</b>	\$43
Spark Plugs?	\$175

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.**

**Service Department Hours of Operation: Tues-Sat 10am-6pm.**

While your car is at Z1 Motorsports any matters concerning your service work will be handled by our service manager. The service manager can be reached at extension 317 or via e-mail at [service@300zx.com](mailto:service@300zx.com). All calls and emails will be returned at our earliest opportunity. Your patience is appreciated.

**Labor Rates/Fees:** Our labor rates are \$120/ hr. Many of our jobs have a “set price” that is used when generating a quote; these prices are set with the assumption that there are no additional existing issues with your vehicle and are subject to change. Once work begins, there are often unforeseen parts that need to be replaced to insure the reliability of our repairs; these may not be included in initial quotes. Z1 Motorsports reserves the right to charge for additional labor when services require more time due to custom fabrications, custom installations, excessive filth, or existing issues such as rusted, broken, or stripped nuts and bolts. Mechanical and electrical diagnostics, custom fabrication, and custom installations will be charged at a rate of \$120/ hr.

**Z1 Motorsports reserves the right to decline work that is outside the parameters/timeframe of the originally scheduled job.** Z1 Motorsports schedules service appointments in order to optimize our output and meet customer expectations. If it is determined that the scope of a scheduled job was misrepresented by a customer, whether the misrepresentation is intentional or unintentional, Z1 Motorsports reserves the right to decline the work.

**Z1 Motorsports does not offer indoor storage for your vehicle.** Your car will be stored outside on our monitored and fenced lot before we begin and after we complete services on your car. **Z1 Motorsports is not liable** for any damages, resulting from but not limited to, theft, vandalism, inclement weather, or acts of God while your vehicle is stored outside at our facility. By signing this contract you acknowledge and accept the risks associated with outdoor storage and hold harmless Z1 Motorsports for any damages that result from said outdoor storage. For your protection, Z1 Motorsports suggests that you review your auto insurance policy to ensure that you have proper and adequate coverage.

**Vehicles must be test driven in order to insure the reliability of the work we perform.** The State of Georgia requires proof of insurance and registration in order for Z1 Motorsports to legally test drive your car. If you do not provide proper proof of insurance and registration, Z1 Motorsports will NOT test drive your vehicle. Any and all issues that arise as a result of Z1's inability to test drive your car will be assumed by the customer, acknowledging that negligence to provide necessary documentation required for testing specifically designed to eliminate aforementioned issues, will be considered as the origin of any and all issues. In the course of test driving, Z1 Motorsports is in no way liable for accidents or damage, caused by but not limited to, existing problems with the vehicle, negligence (willing or unwilling) of other drivers, animals in roadway, or acts of God. Z1 is not responsible for mechanical failures, unrelated to work performed by Z1, that manifest during a test drive. Customer will be invoiced for the fuel required for test driving.

**Z1 Motorsports strongly recommends having your car dyno'd, if your service work is high performance-related to insure proper power delivery and safe air/fuel ratios.** Failure to do so may limit our ability to insure systems are performing safely and correctly. Please inquire about our tuning rates.

**If Z1 Motorsports finds an existing problem that we feel compromises the safety of your vehicle or other vehicles on the road and you choose not to repair it, you must sign an “Unfit for the Road” waiver, acknowledging that Z1 Motorsports informed you of the problem and its potential risks before we will release the vehicle. Customers have the right to refuse to sign the document, and in the event that you choose this option, local authorities will be contacted in order to fill out a report of the issue and the risks before we will release the vehicle into your possession.**

**Z1 Motorsports does not guarantee completion dates or times.** At Z1 Motorsports we strive to complete your requested work in a timely manner; however our primary emphasis is performing the highest quality of service. Depending on the size of the job your service work may take several months to complete. You will receive an email from our service department when we begin work on your vehicle and you will receive updates (via email) anytime the status of your service work changes. These emails may include time-sensitive requests that require a customer response in order for us to proceed with service work. You should check your email (*at the email address that you provided*) daily while your car is at Z1 Motorsports in order to avoid unnecessary time delays and, in some cases, additional fees that result when customers do not respond within 24 hours to time-sensitive emails. Z1 is not responsible for any costs incurred as a result of a job not being completed by a projected completion date; these costs include but are not limited to, hotel rooms, flights, rental cars, time lost at work, and fuel. **You will receive an email from our service department when your work is complete. This email is the only binding notification of service work completion between Z1 Motorsports and our service customers.**

**Upon notification of completion, Z1 Motorsports strongly encourages you to personally pick up your car** so that you may inspect and test drive the car to insure your satisfaction. Due to the nature of the high performance-oriented parts and services we provide, **Z1 Motorsports offers no guarantees or warranties whatsoever after the vehicle leaves our premises.** When your car leaves Z1 Motorsports, whether you choose to have it transported or you choose to drive, it will be

considered acknowledgement that Z1 Motorsports has provided you with the parts and services you have paid for and fulfilled their obligation to you as a customer. **Customer acknowledges that opting to transport their vehicle is a willing forfeiture of their rights to inspect and test drive the car and that their satisfaction, or lack of satisfaction, in no way alters their legal obligation to pay for the parts and services provided by Z1 Motorsports.** After your car leaves our facility, Z1 Motorsports is not liable for any incidental or consequential damages, including but not limited to rental cars, towing fees, or third-party repairs.

**Z1 Motorsports requires that all invoices are paid in full AND vehicles are picked up within 14 days of email notification that service work is complete.** Storage fees will accrue at a rate of \$20/day, beginning on the 15<sup>th</sup> day, if the car has an outstanding balance OR the car has not been picked up. Cars with an outstanding balance may NOT be picked up until the balance is paid in full. After 30 days, Z1 reserves the right to take possession of and sell your vehicle to satisfy any outstanding balances. Payments can be applied to your account by mail, phone, or even e-mail. *Preferred payment methods include cash, wire transfer, and certified funds.* Personal checks are only accepted as pre-payments and must clear before vehicle's release. MasterCard, Visa, Discover, and AMEX cards are accepted however, there is 2% convenience fee applied to all credit card transactions.

**Due to the nature of performance work, Z1 Motorsports does not guarantee or accept responsibility for your vehicle passing inspections or emissions tests required in the state where your car is registered.**

**Med-Arb Clause:** In the event a dispute shall arise between the parties to this contract, the parties agree to participate in at least four hours of mediation, prior to arbitration, in accordance with the mediation procedures of United States Arbitration & Mediation. The mediation shall be administered USA&M approved mediator in Carrollton, GA where the Z1 Motorsports facility is located. The parties agree to share equally in the costs of the mediation.

In the event the dispute is not resolved in mediation, it is hereby agreed that the dispute shall be referred to Tommy Greer (Thomas E. Greer Mediation Office, 210 South Street, Carrollton, GA 30117) for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

**Forum Selection Clause:** Any dispute arising from this contractual relationship shall be governed by Georgia law, and shall be decided solely and exclusively by State courts located in Carrollton, GA. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse Z1 Motorsports for its attorney's fees.

**Attorney's Fees Provision:** Z1 Motorsports shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

"Costs" include, but are not limited to, filing fees, fees for serving the summons, complaint, and other court papers, fees to pay a court reporter to transcribe depositions (pretrial interviews of witnesses) and in-court testimony, and, if a jury is involved, to pay the daily stipend of jurors. Costs to photocopy court papers and exhibits may also be included.

**Merger Clause/ Non-Modification:** This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The undersigned customer hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

**Ambiguities Against The Drafter:** The failure of Z1 Motorsports to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement shall remain in full force and effect. Any ambiguities in this Agreement shall not be strictly construed against the drafter of the language concerned, but instead shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intent of the parties at the time of contracting.

**I HAVE CAREFULLY READ THIS CONTRACT; I UNDERSTAND ITS TERMS, AND WHAT I AM AGREEING TO BY SIGNING IT. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL AGREEMENT TO THE ABOVE TERMS.**

Signature X\_\_\_\_\_

Date\_\_\_\_\_

