

Zach's Transmission & 4X4  
31 Price Road  
Longmont, CO, 80501  
303-776-8885  
303-776-1198 Fax

**PREFERRED CUSTOMER FLEET SERVICING APPLICATION AND AGREEMENT**

**COMPANY INFORMATION (All personal and financial information is strictly confidential)**

Business (Customer) Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

City and Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

\_\_\_\_ Corporation    \_\_\_\_ LLC    \_\_\_\_ Partnership    \_\_\_\_ Sole Proprietorship

Currently registered and in good standing with CO Secretary of State? \_\_\_\_ Yes \_\_\_\_ No

Years in business: \_\_\_\_

Bank: \_\_\_\_\_ (Name of Bank)

\_\_\_\_\_ Street

\_\_\_\_\_ City, State and Zip

Federal Employee Identification Number (EIN): \_\_\_\_\_

Colorado tax ID number: \_\_\_\_\_

Number of employees: \_\_\_\_\_ Number of vehicles \_\_\_\_\_

Commercial/trade reference #1: \_\_\_\_\_ (Name)

\_\_\_\_\_ (City/State)

\_\_\_\_\_ (Contact person)

\_\_\_\_\_ (Phone)

\_\_\_\_\_ (Email)

Commercial/trade reference #2: \_\_\_\_\_ (Name)  
\_\_\_\_\_ (City/State)  
\_\_\_\_\_ (Contact person)  
\_\_\_\_\_ (Phone)  
\_\_\_\_\_ (Email)

<b>TERMS AND CONDITIONS</b>
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Upon written approval and endorsement of this Application and Agreement by Zach's Transmission & 4X4 (Zach's), preferred fleet servicing rates for the above-named Customer will be as follows:

- **Labor: \$80.00/hr. (as opposed to Zach's customary retail labor rate of \$97.50/hr.)**
- **Parts: 20% discount from Zach's customary retail price**

In consideration of receiving the above-listed preferred fleet servicing rates, the Customer agrees, whenever practicable so long so this Agreement is in effect and so long as the Customer is pleased with the quality of services provided by Zach's, to engage Zach's to perform needed transmission-related repairs on the Customer's fleet vehicles, or at very least to give Zach's 'first right of refusal' as to bonafide servicing estimates obtained from other shops.

Parts and labor provided by Zach's under this Agreement are covered by a limited warranty that is detailed on every work order and every sales invoice. This warranty DOES NOT cover loss or damage resulting from Customer negligence or abuse, or from accident, collision, racing or off-road activities, unauthorized modifications or any other cause or factor not resulting from a demonstrable defect in parts or labor provided by Zach's.

Except when otherwise authorized in advance, in writing, by Zach's, all charges for parts and labor provided under this Agreement will be billed on a 'Net 15' basis and must be paid in full within not more than 15 (fifteen) calendar days from the date upon which any vehicle serviced under this Agreement vehicle leaves Zach's shop.

In the event that any portion of any charge incurred under this Agreement is not paid in full within 15 (fifteen) calendar days from the date upon which any vehicle serviced under this Agreement leaves Zach's shop, Zach's may at its sole discretion and without further notice, at time thereafter:

- (a) Revoke the above-listed preferred fleet servicing rates, and re-bill the Customer at Zach's customary RETAIL labor rate of \$97.50/hr. and at Zach's customary RETAIL price for parts.
- (b) Apply an interest charge of 1.5% per month (18% APR) to the total balance outstanding, retroactive to the date upon which the vehicle left Zach's shop.
- (c) Declare the total balance outstanding, inclusive of any interest charge that may apply, to be due and payable in full, immediately.

In the event that it should be necessary for Zach's to institute collection procedures with respect to any portion of any charge incurred under this Agreement, all costs of collection – inclusive of but not limited to court costs and attorney fees – will be the responsibility of the Customer.

**ACKNOWLEDGMENTS AND ENDORSEMENTS**

It is acknowledged that the above represents the complete Agreement between Zach's and the Customer, and that no portion of it may be altered or amended except by the signed written consent of both parties. It is further acknowledged that both parties have done due diligence as to all facets of their participation in this Agreement, and that it represents their clear understanding as well as their express intentions in the matter.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ (Signature)  
for Zach's Transmission & 4x4, as duly authorized

\_\_\_\_\_ (Print name)

\_\_\_\_\_ (Signature)

Duly authorized representative for \_\_\_\_\_ (print Customer name)

**Personal Guarantee (if applicable)**

I, \_\_\_\_\_ (print name) agree to stand **personally** responsible for 100% of all financial obligations incurred by

\_\_\_\_\_ (print Customer name)

in connection with services provided said Customer by Zach's under the above Preferred Customer Fleet Servicing Agreement:

\_\_\_\_\_ (Signature)

**End of Document**