



**CUSTOMER PAY**

LABOR (\$)	PARTS (\$)	SUBLET (\$)	ADDITIONAL CHARGES (\$)	FREIGHT (\$)	PAINT (\$)	ENV. FEES (\$)	BATTERY TAX (\$)	TAX (\$)	SUB TOTAL (\$)	DEPOSIT (\$)	PAYMENT (\$)	AMOUNT DUE (\$)

**ESTIMATE**

LABOR (\$)	PARTS (\$)	SUBLET (\$)	ADDITIONAL CHARGES (\$)	FREIGHT (\$)	PAINT (\$)	ENV. FEES (\$)	BATTERY TAX (\$)	TAX (\$)	SUB TOTAL (\$)
5,880.00	34,795.44		100.00			200.00			40,975.44

**MEDIATION/ARBITRATION AGREEMENT:** The undersigned customer and THOMAS BUS GULF COAST ("Company") agree that (except as set out in the last sentence of this paragraph) any and all claims, disputes or controversies directly or indirectly arising from or relating to your business with Company shall be submitted to non-binding mediation and, if unresolved in mediation, shall be decided by binding, individual arbitration under the rules and administration of the American Arbitration Association ("AAA") and shall be arbitrated by a single arbitrator in Houston, Harris County, Texas. The undersigned customer and Company are waiving the right to litigate disputes in a court of law and the right to participate as a class representative or class member in any class action claim against Company its affiliates, subsidiaries or agents. This arbitration clause is an independent agreement and shall survive termination, transfer or completion of the business transacted between the undersigned customer and Company. This clause applies to a transaction involving interstate commerce and is to be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). Judgment upon the award may be entered by any court having jurisdiction. **This clause does not apply to any legal remedies that may be pursued to collect monies owed to Company for parts, sales or services provided by Company.**

**PAYMENT AND GUARANTEE TERMS:** The undersigned is the person, or the expressly authorized agent of the person, responsible to pay for the parts & labor described above on this Service Sales Order & acknowledges (1) that THOMAS BUS GULF COAST has received proper authorization to perform all of the same; (2) he/she personally agrees to pay for the same; (3) understands & agrees that payment for the same must be made in full by cash, approved credit account or approved credit card at the time the repairs are completed & before the vehicle is released; and (4) he/she hereby personally guarantees for himself and, if applicable for his principal, payment for all parts & labor charges & all mediation and/or arbitration fees, attorney's fees, court costs, repossession fees & all other costs, fees & expenses which may be incurred to collect fees for the parts & labor & all other service fees & material charges described above on this Service Sales Order. The undersigned customer, as guarantor and as duly authorized agent for his principal, further agrees that Company need not pursue any other person or entity liable on the obligation and this guarantee shall not be discharged, impaired or affected by the transfer of the truck, the failure of a repair, of any service work or a part failure or any defense (other than full payment of the indebtedness hereby guaranteed) that the undersigned has or may have to the undersigned's obligations hereunder, each and every defense being hereby waived by the undersigned to the extent allowed by law.

**TEXAS PROPERTY CODE AND U.C.C. NOTICE:** The undersigned acknowledges & understands that Section 70.01 et seq, Texas Property Code, creates a possessory lien in favor of the THOMAS BUS GULF COAST which authorizes THOMAS BUS GULF COAST to retain possession of the vehicle until all repair charges have been paid in full & that if possession is relinquished in return for a check, money order or a credit card transaction on which payment is stopped or has been dishonored because of insufficient funds, no funds or because the drawer or the maker of the order or the credit card holder has no account or the credit card account had been closed, the lien continues and the vehicle may be repossessed in accordance with Sections 9.609 and 9.610 Texas Business & Commerce Code.

**DISCLAIMER OF WARRANTIES:** THE FACTORY WARRANTY CONSTITUTES THE ONLY WARRANTY GIVEN ON THE PARTS SOLD TO THE UNDERSIGNED TO PERFORM THE LABOR & MAKE THE REPAIRS DESCRIBED HEREINABOVE & THOMAS BUS GULF COAST EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, SPECIFICALLY INCLUDING ANY IMPLIED WARRANTY OF GOOD AND WORKMANLIKE REPAIR, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ON THE LABOR TO REPAIR. SELLER NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR SERVICE PERFORMED.

The Company listed above does not warranty the parts sold, but only administers the warranty for the manufacturers. All warranty decisions are made by the manufacturers based on their policies and guidelines. In the event a claim is denied due to a non-warrantable failure, the Company listed above reserves the right to charge above-mentioned/undersigned customer. By signing below, I acknowledge reading and understanding this policy and agree to all manufacturer's warranty terms.

**THOMAS BUS GULF COAST IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO, OR THEFT OF, ANY VEHICLE OR ANY PERSONAL PROPERTY IN OR ON ANY VEHICLE LEFT ON ITS PREMISES FOR REPAIRS, STORAGE OR INSPECTION.**

**REMIT TO:**

**THOMAS BUS GULF COAST**  
P.O. BOX 222038  
DALLAS, TX 75222-2038

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

Printed Customer Name: \_\_\_\_\_