

Installation Disclosure and Terms of Warranty

Customer understands that the price provided for the installation cost is an estimate and that actual installation cost may exceed the initial cost. While the vehicle is in the care, custody, and control of Tapout Tuning L.L.C. or one of its authorized partners, Tapout Tuning L.L.C. shall be responsible and liable for acts causing loss or damage to the vehicle only if the vehicle is damaged due to gross negligence or an intentional, willful act committed by Tapout Tuning L.L.C. or one of its authorized partners. Tapout Tuning L.L.C. is not responsible for personal items left in or on the vehicle. The customer expressly releases, indemnifies, and holds Tapout Tuning L.L.C. and its employees harmless as to loss or damage to the vehicle or to any personal items left in or on the vehicle from fire, acts of God, theft, or vandalism. Tapout Tuning L.L.C. is not an insurer of or for the customer's vehicle or property. The customer is required to carry appropriate and adequate property damage, loss, theft, and liability insurance on and for, his/her vehicle, and property. The customer agrees, covenants, and warrants to Tapout Tuning L.L.C. that the customer's vehicle, contents and property are insured by complete coverage, including but not limited to liability and theft, and that said insurance shall be in effect at all times. In the event of damage, loss, theft, or liability to, his/her vehicle, contents and property, the customer agrees to look solely to the customer's insurance to cover the same (including but not limited to damage, loss, theft, and liability caused by the customer or customer's vehicle). The customer hereby knowingly, irrevocably, and expressly WAIVES any and all rights to assign and/or subrogate causes of action and/or claims that the customer may have against Tapout Tuning L.L.C. and its officers, employees, agents, successors. The customer assigns, covenants and guarantees to Tapout Tuning L.L.C. that the customer shall not make such assignments(s). This provision is and is intended by the parties to be a waiver of subrogation clause and/or right to assign causes of action or claims the customer may have against Tapout Tuning L.L.C., its officers, agents, employees, successors, and assigns.

The customer agrees to pay all charges related and accrued, which are due and payable upon completion of service, repairs or as otherwise required by Tapout Tuning L.L.C. and approved by the customer. Deposits from the customer may be required to be applied against any repair charges. The customer's repair requests are binding upon the customer whether made in writing or verbally to Tapout Tuning L.L.C.. The terms and conditions of this *Installation Disclosure and Terms of Warranty* apply by reference to any and all repair requests made by the customer. Tapout Tuning L.L.C. reserves the right to terminate this *Installation Disclosure and Terms of Warranty*, or any part thereof, for its sole convenience at any time without notice. Any termination of this *Installation Disclosure and Terms of Warranty* shall not terminate Tapout Tuning L.L.C.'s rights herein or its rights as provided by the laws of the state of Ohio.

The customer agrees that Tapout Tuning L.L.C. will not be held accountable for ANY results of performance modifications added to your vehicle beyond stock/original factory configuration. Tapout Tuning L.L.C. is a performance shop; therefore, the modifications added are decided upon by the customer, and the customer will take responsibility for any outcomes that may occur as a result. The customer understands that problems could arise from modifying the vehicle beyond stock and authorize Tapout Tuning L.L.C. to perform the modifications as discussed and assume all responsibilities of the outcomes.



The customer understands that the modifications selected may affect or void manufacturer warranty and accept such possibilities and assume sole responsibility for making these decisions. The customer grants Tapout Tuning L.L.C. employees permission to operate the vehicle on streets, highways, or elsewhere for the purposes of testing and/or inspection. The customer authorizes dynamometer testing (if requested) and/or service work to be done along with the necessary material, parts and labor. The customer grants Tapout Tuning L.L.C.'s employees permission to operate the vehicle described above, both on the road and on the dynamometer, and voluntarily release and forever discharge Tapout Tuning L.L.C. and its employees from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity, arising from, or by reason of, any bodily or personal injury, death or property damage resulting from, or as a result of the use of custom tuning products, dynamometer test equipment or road testing. This release also includes, but is not limited to, any claim against Tapout Tuning L.L.C. for first aid, medical treatment, or services rendered during participation in the above described testing of the vehicle either on the dynamometer or during road testing.

The customer understands that removing or altering OEM emissions equipment is for off-road vehicle use only. Tapout Tuning L.L.C. takes no responsibility for fines or penalties the customer may incur for operating an emissions modified vehicle on public roads.



Terms of Warranties

Any warranties on the products sold and/or installed by Tapout Tuning L.L.C. are those made by the manufacturer. Tapout Tuning L.L.C. warranties the products that it manufactures and provides an additional warranty on all products that it sells. Warranties apply to products specifically sold by Tapout Tuning L.L.C. and apply only to the original purchaser. Tapout Tuning L.L.C. is not liable for any failures of products that may or may not be caused by use or installation of Tapout Tuning L.L.C. parts. Tapout Tuning L.L.C. is not liable for costs incurred due to use or installation of parts. Please see website for complete information on warranty terms and conditions. We are not responsible for the malfunction or failure of any part(s) not installed by our mechanics. Tapout Tuning L.L.C. hereby expressly disclaims all warranties, either express or implied including any implied warranty of merchantability or fitness for particular purpose, and Tapout Tuning L.L.C. neither assumes nor authorizes any other person to assume for it any liability or to create any oral warranties in connection with the sale of its labor, services, or materials.

Name:		Phone: ()		
Email:				
Address:		City:		
State:		Zip:		
Year:	Make:	Model:	Milage:	
VIN:				
Signature:		Date:		



Have all valuables been removed from the vehicle?

☐ Yes ■ No Does the car have full coverage insurance? If no, what type of coverage is on the vehicle? ☐ Yes ■ No Are you leaving us the master or the valet key? ■ Master ■ Valet Are there any known problems that may prevent us from performing an effective test drive and assessment? If yes, please explain: ☐ Yes ■ No Has the car been modified previously? If yes, please provide the name of the person and/or company that performed the install ☐ Yes □ No Does the vehicle currently run and drive? If not, there could be additional charges added to the original install quote ☐ Yes ☐ No Is there anything special we need to know about your vehicle i.e.: o Personality quirks o Any switches that need to remain off or on etc. ☐ Yes



In the unlikely event of a parts failure or other unforeseen problems, do you have a backup plan i.e.:

o A ride home
o A second form of transportation etc.

Yes

No

Do you want your stock parts back if any are replaced on your vehicle? (if there are cores on the parts purchased, stock parts are assumed as core and will not be returned)

Yes

No

Print Name:

Signature:

Date: _____