



This service agreement is not personalized, and you will receive a personalized one when you agree to service, which will be a contract between you the client and RDE Lutherie. Your personalized service agreement, will only differ from this one by inclusion of your information as a client, and a slight change to this paragraph. RDE Lutherie resides in the state of Indiana, and therefore this agreement is written in accordance to the laws of the state of Indiana.

## **1. Language and definitions:**

All language herein used is American English according to Websters dictionary. It does not contain slang or street definitions.

For sake of clarity: Robert D. English, sole proprietor of RDE Lutherie may be referred to as RDE Lutherie, RDE, me, my, myself and I. You the client as listed under "client information" above, is referred to as you, client, and yourself.

Any work to be performed by RDE Lutherie as described in the attached Exhibit (the Work Order) and subsequent Work Orders within this agreement are referred to collectively as the "Services".

Any piece of equipment, device or instrument to be serviced, are collectively referred to as "Instrument".

The term "optimal conditions" as used forthwith means that the instrument or device is assumed to be in a condition allowing for the work asked for to be completed, and excludes that which can not be seen visually or may not be found until after servicing begins.

The term "normal use" as used forthwith means use as intended by nature of the instrument or by manufacture and within it's definition as a noun: the usual, average, or typical state or condition. For example: The neck of your guitar is not intended as a mechanical vibrato, so using it as such is not considered normal use.

"Termination of contract" refers to the end of our agreement (this contract) for any reason good or bad, and is not limited to breach of contract or dispute.

## **2. Additional Documentation:**

This service agreement outlines the terms, terminology and legal portions of this agreement. There are additional written documents for each instrument or device to be serviced, that are part of and therefore subject to the terms of this agreement, some of which may be revised within the scope of the service being rendered by RDE Lutherie:

### **2.1. Work orders**

This service agreement becomes binding with the issue of the work order.

A work order outlines the work to be performed by RDE Lutherie to an Instrument, and includes a preliminary estimate of the prices for parts in stock or to be acquired by RDE Lutherie and estimated labor

charges. The estimated labor charges are figured under the assumption that the instrument meets optimal conditions for the Services to be completed. It does not account for unforeseen problems found during the repair process that may constitute remedies prior to, and in order to conclude the Services agreed to in the first place. If Services or parts and materials are to be added to this agreement, a revised and sequentially numbered work order will be issued to you the client.

A work order may also contain special provisions and mutual agreements between you and I, not in the general text of this agreement, covering things like barter, the rights to ideas, and other scenarios.

## **2.2. Repair logs or Build logs**

The Repair log serves me to keep a log of time spent on individual tasks that make up a project, and give you a better idea of what all is involved in the service to your instrument, and how long each step took. A build log is the exact same thing, but for the build of a complete instrument. In either case the log is appended to after each task until completion of all Services, and in case of early termination of this agreement will reflect the time of labor spent up until the termination, as well as any materials and parts already used or installed. You will receive a copy of the log along with an invoice prior to termination of contract.

## **2.3. Invoices**

Once all Services are completed, you will be presented with an invoice. The invoice will contain actual charges for all parts and materials supplied by RDE Lutherie which are itemized, as well as the charge for labor. You may be presented with an invoice for partial Service if agreed upon, and stated so under "special provisions" in the work order, normally with portions of extensive and more costly work.

## **2.4. Receipts**

For each and every payment to RDE Lutherie a receipt will be issued to you. A receipt reflects the amount of the invoice, any credit you may have from previous over payment or barter, any outstanding debt from previous Services, your payment on the total amount due, as well as any amount owed after payment. If there is an amount owed after your payment, you will receive an invoice for the outstanding amount due, and subsequent receipts and invoices until the debt is satisfied.

## **2.5 Warranties**

RDE Lutherie issues detailed and dated warranties for services and for parts and instruments made by RDE Lutherie, as well as parts made by other OEM's purchased by RDE Lutherie.

RDE Lutherie may make versions of warranties available to view and download on [www.rdelutherie.com](http://www.rdelutherie.com).

Since I may revise them at any time, only the warranty issued with a service or product is part of this agreement, and supersedes any present or future warranties on [www.rdelutherie.com](http://www.rdelutherie.com) or any previously issued warranty by RDE Lutherie to you.

### **Notes:**

All Documentation is made in digital form only (.pdf file format) and delivered to you through email, or on request, transferred to any digital media you supply. If you want hard copies, you will be charged a reasonable printing fee, as well as any delivery fees if applicable for them.

In addition to the above documentation, digital photographs of the Instrument may be taken in order to document damage prior to starting Services, hidden damage found during Service, and to document my work for publication. All photographs are the sole property of RDE Lutherie, and copyrighted as such. You may not publish, transfer or sell them for commercial purposes without my written consent. I will send you digital copies if need arises during service and for illustration purposes at my discretion. On request you may have any digital copy's (.jpg file format) made of your instrument and the service thereof at no charge. RDE Lutherie does not issue hard copies of photographs.

### **3. Time span of this agreement:**

This agreement for Services is made effective only with and as dated with a work order, and terminates on completion of the work agreed upon.

Although in most cases you will be given a time when you can expect Services to be completed, there are cases outside of my control, that may make it impossible to deliver in a timely fashion:

RDE Lutherie can not control parts and material shipments from purveyors or the delivery companies thereof, and should problems associated with either arise, you will be notified and be kept up to date on the status. In the case of all Finishes you will not be given a time frame you can rely on to have your Instrument back, and are herewith duly warned that because I am not well equipped for finishing, and can not control the environment, I can not guaranty a due date on finish work.

### **4. Extension of this agreement:**

Due to the nature of stringed musical instrument construction, it is possible that one repair or service may rely on other repairs to be done first in order to be possible, but not found on initial inspection.

When unforeseen problems arise, this contract can be extended upon your agreement to include additional Services, in which case a revised work order will be issued. You may also terminate this agreement prior to completion of the original work agreed upon for the same reason, which falls under Early termination in the next section (5).

### **5. Early termination of this agreement:**

In cases of early termination due to unforeseen problems in completion of the work agreed to, RDE Lutherie will not hold you to the 1 hour minimum charge, if the work was under one hour and only charge to the closest ten minute interval. You must pay for all service rendered up to finding unforeseen problems. You may not demand completion at the expense of RDE Lutherie, nor will RDE Lutherie demand payment in full for work that can or will not be completed.

Besides unforeseen problems with the job at hand, other reasons for terminating this agreement early may exist, including but not limited to financial matters, devastating acts of nature, and material breach of contract.

Acceptable acts of nature warranting early termination of this agreement are limited to events of such force as to render either you or me incapable of carrying on this agreement, without near recovery in sight, or events that render the instruments being serviced beyond repair or salvage.

RDE Lutherie will hold you to the 1 hour minimum charge, if you terminate this contract early for any other reason than outlined above.

In the case of early termination of this contract for reasons of any kind by you, parts and materials purchased by RDE Lutherie specifically for the instruments to be serviced within this agreement must be paid for in full by you the client and will be your property, but RDE Lutherie may offer to purchase them or portions thereof at the original purchase price. You are also responsible for payment for any portion of Services already done to your instrument or device, at the stated hourly rate.

Material breach of this contract by either party, will terminate this contract immediately.

### **6. Pricing and Payment:**

There is no markup on parts, but shipping and taxes still apply. The tax rate for parts and materials is currently 7% in the state of Indiana. For some materials and perishables exact measures can not easily be established, and pricing will be set on near measurements and keeping the usability of any remainder in mind. All parts and materials have calculated shipping and applicable taxes already included as listed.

Payment shall be made to RDE Lutherie in the amount of any Invoice rightfully issued for the Services agreed to in this contract, at the hourly rate of \$45.00 (one hour minimum) and \$7.50 for each additional ten minutes rounded to the nearest ten minute interval.

RDE Lutherie accepts the following methods of payment for now, and others may be added in the future:

Cash, PayPal, and credit/debit cards through PayPal\*. Absolutely no personal checks accepted.

\* Sorry at this time RDE Lutherie can not accept debit or credit cards directly, but you can use them through PayPal, even without having a PayPal account of your own. If you do use a credit or debit card through PayPal, there is a transaction fee of 2.9% of the invoice, plus \$0.30 for each payment, which you must include, and the invoice will reflect the exact amount.

Payment in full is due on receipt of serviced instruments as agreed upon after the invoice is issued. Failure to arrange for pickup of serviced instruments does not waive payment. If no arrangements are made to pickup the instrument and satisfy the invoice within one week of it's issuance, the collection process is started.

If you fail to pay for services when due, you will be charged all costs of collection, including without limitation, reasonable attorney fees in addition to any other right or remedy provided by law. RDE Lutherie has the right to treat such failure to pay as a material breach of this contract, and may seek legal remedies.

## **7. Work product ownership:**

Any works under copyright, ideas, inventions, patents products or other information (collectively the "Work Product") developed in whole or in part by RDE Lutherie in connection with the Services will be the exclusive property of RDE Lutherie. Upon request, you the client will execute all documents necessary to confirm acknowledge and witness the exclusive ownership by RDE Lutherie to the Work Product.

Is RDE Lutherie to execute any Work Product of yours within the Services, then it will be done according to rules you put forth that we must mutually agree to.

RDE Lutherie will not knowingly reproduce Work Product, for anyone but the owner thereof, unless traceable permission from the Work Product owner is provided, specifically for the intended use as to be performed by RDE Lutherie. RDE Lutherie can and will not take responsibility for your failure to obtain permission and licensing for Work Product not owned by you. Herewith you the client take full responsibility should any work commissioned by you the client, to be performed by RDE Lutherie become subject of Work Product dispute, in any and all forms, and hold RDE Lutherie harmless for the use thereof.

## **8. Confidentiality:**

RDE Lutherie will keep your personally identifying information confidential, and at no time nor in any manner disclose it for use by any other person or entity, unless and only where required by law. You are expected of the same: Do not give any party my personal information. If you want to recommend me to someone, which I greatly appreciate, then please refer them to my website <https://www.rdelutherie.com> where they can contact me through the contact form.