



State Farm® Select Service® Agreement

This Select Service Agreement (hereinafter "Agreement"), and if applicable and attached, the **Schedule of Provider Locations Addendum** (hereinafter "Addendum") outlines the understanding between State Farm Mutual Automobile Insurance Company and its subsidiary and affiliated companies, (hereinafter "State Farm" or "we"), and **Armandos Collision Center** (hereinafter "Provider"). In consideration of the mutual promises and representations contained herein, the parties agree to the following provisions:

Section 1. Customer Protections

- a. Freedom of Choice.** Provider acknowledges that vehicle owners have freedom of choice when selecting a repair facility.
- b. Confidentiality/Privacy.** Provider acknowledges it may learn or have access to confidential, proprietary, or private information (hereinafter "Information") of State Farm, State Farm's vendors, and vehicle owners. This Information specifically includes, but is not limited to, customer names, addresses, phone numbers, and social security numbers, vehicle accident and repair history, vehicle images, date of loss, and vehicle identification numbers. Provider warrants that it will use such Information for the limited purpose of repairing vehicles. Provider further warrants it will keep strictly confidential any such Information that Provider may learn. A third party performing as a subcontractor for Provider to accomplish duties subject to this Agreement may be given access to pertinent Information if that third party has agreed in writing with Provider to use such Information solely for the purpose of repairing vehicles and otherwise to keep such Information strictly confidential. Provider agrees it will not sell or share nor permit its third party vendors to sell or share Information. Provider acknowledges that State Farm may share information regarding Provider's participation in the Select Service program with vendors, suppliers, and other external entities.
- c. Authorization.** Provider agrees to obtain the vehicle owner's authorization prior to dismantling or beginning repair of the damaged vehicle. Provider further agrees to obtain and retain the vehicle owner's authorization for State Farm to pay Provider directly for completed repair work.

Section 2. Quality

- a. Workmanship/Warranty.** Provider agrees to repair the vehicle including, as applicable, mechanical, electrical, vehicle restraint and safety systems, in a quality and workmanlike manner. Provider further agrees to provide the vehicle owner with a written national limited lifetime repair warranty for workmanship, including refinishing, for all completed repairs for as long as the customer owns the vehicle. If, following receipt and payment of the final repair bill, State Farm determines corrective repairs are needed, State Farm will give Provider notice of the need to perform such repairs. Provider agrees to promptly take reasonable steps to comply with its obligation under this provision, including performing such repairs at no additional cost, and reimbursing State Farm or the vehicle owner for any associated replacement transportation and/or towing expenses. If corrective repairs are necessary and the vehicle owner is unable or unwilling to return to Provider's facility, Provider agrees to reimburse State Farm for such repairs including any associated replacement transportation and/or towing expenses paid for by State Farm or the vehicle owner.
- b. Estimate Preparation.** Provider agrees to complete inspection of the vehicle and further agrees that the initial estimate will be completed in a thorough manner by a qualified individual. Provider agrees that its estimates and supplements will not include an "appearance allowance" credit or adjustment. Provider agrees to correctly label replacement parts when preparing damage estimates so vehicle owners and State Farm will be aware of the type of part used in the repair process. Further, prior damage and betterment will be clearly identified. Provider will supply the vehicle owner with a copy of the original estimate, any supplement, and a final repair bill. Provider will maintain documentation to verify delivery of all documents to the vehicle owner. Provider acknowledges its responsibility to comply with any and all regulatory requirements related to estimate and parts disclosure.

If Provider determines partial disassembly is necessary to prepare an estimate, Provider agrees to:

- (1) Obtain photos prior to disassembly.
- (2) Make all parts available for inspection.
- (3) Follow local State Farm management direction for retention of damaged parts, reattaching disassembled parts, and/or disposition of parts.
- (4) Obtain prior approval from State Farm for any fees relating to disassembly on any potential total loss and agrees to invoice State Farm directly for any such approved fees.

Provider also agrees to notify State Farm if a vehicle owner elects not to complete repairs as estimated.

c. Electronic Images. Provider agrees to transmit electronic images of vehicle damage to State Farm prior to preparing or when submitting any estimate and/or supplement that corresponds to the damage. This includes securing appropriate photographs prior to disassembly. Provider further agrees electronic images will be of sufficient quality to allow for effective review by State Farm personnel and support the amount of vehicle damage noted on the final repair bill. Provider also agrees to transmit any additional images when requested by State Farm.

d. Prior Damage. Provider agrees to contact State Farm when the vehicle has prior damage that may affect the cost of repairs. When requested by State Farm, Provider agrees to prepare and forward an itemized estimate and electronic images of prior damage using the electronic estimating prior damage functionality in a manner specified by State Farm and at no additional cost to State Farm. If prior damage items affect the cost of repairs, provider agrees to obtain vehicle owner's approval for such items prior to beginning repairs. Provider agrees not to charge State Farm to repair any prior damage.

e. Quality Control. Provider agrees to maintain a quality control process for in-progress and completed repairs and will provide State Farm evidence of this process when requested. Provider acknowledges quality control measures include, but are not limited to, quality control checkpoints at various stages of the repair.

f. Deductible Collection. Provider agrees to collect from the vehicle owner any and all deductible amounts and/or betterment charges. Provider agrees not to reduce, discount, or waive vehicle owner's deductible when performing repairs under this Agreement.

g. Billing Accuracy and Completeness. By submitting a final repair bill to State Farm, Provider warrants that it has conducted a thorough inspection of the vehicle and has identified and completed all necessary repairs in a quality and workmanlike manner. Unless expressly stated on the final repair bill, Provider further warrants it has completed all repairs listed on the final repair bill, in accordance with the terms and conditions of this Agreement, and that the final repair bill reflects parts replaced and repairs actually performed on the vehicle. When requested, Provider agrees to make available for State Farm's review invoices and/or other documents relating to completed repairs. State Farm agrees to review Provider's final repair bill as submitted and agrees to process payment in a timely manner. Provider acknowledges that State Farm reserves the right to withhold payment if the accuracy of the final repair bill is in question or there is a repair quality issue that needs to be resolved.

h. Training. Provider agrees to pursue training and certification necessary to maintain its technicians' proficiency on current auto repair procedures and techniques. Provider acknowledges training opportunities may include, but are not limited to, I-CAR Gold Class or ASE certification, or other recognized industry training. If State Farm determines specific training and/or certification is required as a condition of the Agreement, State Farm agrees to give Provider a reasonable timeframe in which to have its technicians complete the requirements. Upon request, Provider agrees to provide documentation to State Farm that supports Provider's training activity.

i. Equipment/Capabilities Criteria. Provider represents that it meets the most recent equipment/capabilities criteria as listed on State Farm's repair facility survey form, which has been completed by Provider.

j. Licensing and Certification. Provider agrees to maintain current licensing and certification relating to all Federal, State, and local regulatory requirements. If requested, Provider agrees to supply State Farm with documentation supporting their compliance.

k. Environmental Practices. Provider agrees to maintain business practices that are environmentally responsible based on Federal, State, and local regulatory requirements. If State Farm determines specific training and/or certification is required, State Farm agrees to give Provider a reasonable period of time to comply.

Section 3. Efficiency

a. Repair Cycle-Time. Provider agrees to complete repairs promptly upon receiving the vehicle owner's authorization and further agrees that State Farm repair work will be given preferential status in comparison with other repair work performed by Provider. So that State Farm is able to monitor rental expenses and in-progress repairs, Provider will ensure all cycle-time information will be completed prior to submitting the final repair bill. Provider agrees to accurately complete all repair cycle-time information as follows:

- (1) Vehicle Drop Off Date
- (2) Promise Date
- (3) Start Date
- (4) Repair Completion date
- (5) Vehicle Pick Up Date

b. Guaranteed Completion Date. Provider will provide vehicle owner with a guaranteed completion date for repairs at the time the original estimate is completed. Provider agrees to promptly notify the vehicle owner and State Farm of repair delays and further agrees to reimburse the vehicle owner and/or State Farm for any additional rental expenses associated with the delay if State Farm determines Provider caused the delay.

c. Repair Status. If requested by State Farm, Provider agrees to establish and maintain vehicle repair status notification capability for customers and State Farm in a manner we specify. Provider also agrees to contact each customer promptly whenever any changes are going to be made to the Promise Date as referenced in 3.a.

d. Non-Repair Operations. Provider agrees repaired vehicles will be washed and vacuumed at no additional charge before delivery to the vehicle owner. If requested by the vehicle owner, Provider agrees to pick-up and deliver the vehicle at no additional charge. State Farm and Provider recognize that pick-up and delivery service may be limited to a reasonable distance from Provider's location. Provider agrees their customer service levels will meet or exceed service level agreements defined by State Farm.

e. Estimate Upload. Provider agrees to provide State Farm with an electronic version of the initial estimate immediately after it is prepared and before repairs begin. Provider agrees to limit estimate upload activity to an initial estimate and final repair bill whenever possible. In situations where a supplement is necessary, Provider agrees to upload the supplement prior to additional repairs taking place.

f. Total Loss Vehicle Inspection. If the extent of damage to an owner's vehicle will likely cause it to be considered an economic total loss, Provider agrees to immediately notify State Farm by completing and uploading a Vehicle Inspection Report (VIR) along with an itemized repair estimate to expedite potential total loss claim handling. Provider agrees that the estimate and VIR will be accompanied by electronic images as specified by State Farm, and further agrees to provide these services at no additional charge.

g. Repair Services On Claims Below Deductible. When a vehicle owner requests assistance in locating a repair facility on claims below or likely below the customer's deductible, State Farm agrees to provide information about participants on its program to the vehicle owner. Provider agrees that State Farm is under no obligation to make such information available, and in the event it or its agents fail to do so, Provider has no cause of action for failure to make such information available. It is the intent of this provision to make this information available as a service, both to vehicle owners and repair program participants such as Provider.

h. Electronic Data Interchange. Provider agrees to maintain electronic data interchange capabilities as specified by State Farm, including the ability to accept payments via Electronic Funds Transfer (EFT). Provider further agrees to maintain its registration on State Farm's Business to Business (B2B) website.

i. Estimating Vendor Applications. If requested by State Farm, Provider will utilize an estimating vendor application designated by State Farm. State Farm agrees to give the Provider a reasonable timeframe in which to obtain the designated estimating vendor applications should this become a condition of the Agreement. Regardless of the vendor application being utilized, Provider agrees to maintain the most current pricing information and version of the estimating software provided by the vendor.

j. Performance Reporting. If requested by State Farm, Provider agrees to obtain third party vendor performance reporting that we specify. Provider acknowledges this information may be utilized as part of monitoring Provider's performance and agrees this reporting will be obtained at no additional cost to State Farm. If Provider obtains this information as a requirement of the program, Provider agrees not to disclose the information to any other insurer or third party vendor.

Section 4. Competitive Price

a. Repair Pricing. Provider agrees to estimate and bill for repairs based on a pricing agreement between Provider and State Farm. If no pricing agreement exists, Provider agrees to charge the lower of the:

- (1) Most recent labor rates and paint and materials pricing information submitted by Provider to State Farm through State Farm's survey process; or
- (2) Current labor rates and paint and materials pricing identified through State Farm's survey process; or
- (3) Labor rates and paint and materials pricing offered to or agreed to with any other insurer.

b. New, Original Equipment Manufacturer (OEM) Replacement Parts. When estimating new, OEM replacement parts, Provider agrees to estimate and bill for repairs based on a pricing agreement between Provider and State Farm. If no pricing agreement exists, Provider agrees to charge the lower of the:

- (1) Manufacturer's retail price; or
- (2) Current competitive local market price; or
- (3) Price offered to or agreed to with any other insurer.

c. Recycled Replacement Parts. When estimating recycled replacement parts, Provider agrees to estimate and bill for repairs based on a pricing agreement between Provider and State Farm. If no pricing agreement exists, Provider agrees to charge the lower of the:

- (1) Most recent recycled parts mark-up percentage submitted by Provider to State Farm through State Farm's survey process; or
- (2) Current recycled parts mark-up percentage identified through State Farm's survey process; or
- (3) Current competitive local market price; or
- (4) Recycled parts mark-up percentage offered to or agreed to with any other insurer.

d. New, Non-OEM Replacement Parts. When estimating new, non-OEM replacement parts, Provider agrees to estimate and bill for repairs based on a pricing agreement between Provider and State Farm. If no pricing agreement exists, Provider agrees to charge the lower of the:

- (1) Manufacturer's retail price; or
- (2) Current competitive local market price; or
- (3) Price offered to or agreed to with any other insurer.

If new, non-OEM parts are utilized in the repair process, Provider warrants the parts and the estimate comply with applicable local law and agrees the use of such parts will be discussed with the vehicle owner and clearly identified on repair estimates. Provider further agrees that the following crash related parts, when subject to certification standards developed by an organization approved by State Farm, will be certified unless otherwise requested by the vehicle owner:

- bumper components
- lighting components
- radiator supports / tie bars and associated mounting components
- outer sheet metal and plastic / composite parts

Provider agrees to maintain individual repair records of all certified parts used in the repair of a customer's vehicle including the identity of the supplier who provided the part(s). Provider agrees to provide access to and copies of these individual repair records to State Farm if requested.

e. Pricing Agreements. Provider acknowledges State Farm may enter into agreements with manufacturers, distributors, or suppliers of automotive parts, supplies, or materials. State Farm will give Provider notice of any such agreement. Provider may, at its option, participate with State Farm and such entities in obtaining parts, supplies, or materials for repairs when performing under this Agreement. Provider further agrees that any pricing agreements negotiated by State Farm are in addition to the price offered by the Provider to State Farm under 4.b., 4.c., and 4.d. State Farm shall receive the benefit of both the Provider's pricing offer under 4.b., 4.c., and 4.d. and the price or discount negotiated through any pricing agreements. If Provider chooses not to participate with State Farm and such entities, the prices charged by Provider may not exceed the price State Farm would have paid, had the Provider participated.

f. Parts Locating Services. If requested by State Farm, Provider agrees to utilize automated replacement parts locating services or applications we specify for ordering and/or sourcing replacement parts and agrees these services or applications will be utilized at no additional cost to State Farm. Provision 1.b., "Confidentiality/Privacy", does not apply to Information when transmitted or supplied by Provider to any parts locating service, parts supplier, or application vendor utilized under this provision.

g. Other Provider Discounts. Provider agrees that if it gives a bottom line discount, rebate, or other estimate discount on the overall repair costs to any insurer, such discount constitutes an estimate and bill for repairs for purposes of this section 4. **Competitive Price.** In that event, pricing offered to State Farm and its customers by Provider shall include the bottom line discount given to any other such insurer unless otherwise agreed to by State Farm.

h. Other Insurer Estimates and Cash Settlements. If Provider agrees to perform a repair based on another insurer's estimate where the vehicle owner has accepted a cash-out, cash settlement, or settlement under a similar settlement method, then any pricing for the repair shall constitute "a price offered to and agreed to" between the other insurer and Provider, is subject to subsections 4.a., 4.b., 4.c., and 4.d., and must be offered to State Farm as provided by this section 4. **Competitive Price.**

i. State Farm Staff Prepared Estimates. Provider agrees to apply the pricing, terms, and conditions of this Agreement whenever a vehicle owner presents a State Farm staff prepared estimate to Provider. Provider agrees it will not charge more for the repair than the price that would result from application of this Agreement.

j. Paintless Dent Repair (PDR). Provider agrees that if PDR services are available in the local market, it either has PDR capability on-site or readily available, and will utilize the PDR method of estimating and repair on eligible vehicle damage. Provider agrees that when PDR is specified in whole or in part for repairs on an estimate written by Provider, Provider agrees to the prices on the State Farm PDR Pricing Matrix for PDR services. Provider further agrees to restore any corrosion protection materials, caulking, or under panel adhesives if disturbed during the PDR process, and agrees that PDR repairs will be completed without drilling or otherwise creating access holes, or damaging or modifying structural components.

k. Judgment Times. When a repair operation is based on judgment time, Provider agrees the amount estimated will be reasonable and competitive based on industry and local market area practices. Provider further agrees to consider all additional or "conjunctive" repair items when estimating judgment time and will not demonstrate patterns of unsubstantiated or unsupported judgment time increases when the final repair bill is submitted.

l. Mechanical Operations. If a mechanical repair/replace operation is necessary, Provider agrees that any amounts charged will be based on what is reasonable and competitive for the local market area.

m. Repair vs. Replace. When estimating vehicle damage, Provider agrees to consider the reparability of damaged components prior to replacing, and will maintain sufficient knowledge and understanding of industry accepted repair practices and techniques, which may include but is not limited to structural repairs, sectioning, plastics repair, Paintless Dent Repair, and refinishing processes.

n. Glass Replacement. Provider agrees that when glass is being replaced in conjunction with a claim being processed under this Agreement, pricing will be based on the lower of the:

- (1) Prices charged to other insurers; or
- (2) Prices charged to vehicle owners directly; or
- (3) Pricing Provider charges as a participant in the State Farm National Glass Program.

o. Sublet Charges. Provider agrees not to charge amounts beyond what is reasonable and competitive in the local market for operations it does not perform directly, either at or away from the Provider's facility. If it becomes necessary to transport the damaged vehicle to facilitate additional repairs, Provider agrees that any additional costs will be limited to what is reasonably necessary in the market area for such transportation.

p. Storage / Administrative Fees. As a participant in the program, Provider agrees not to charge State Farm any storage or administrative fees.

q. Core Charges. If Provider encounters an individual repair situation where a replacement part carries a core charge, Provider agrees to comply with the auto manufacturer's guidelines in returning such parts in order to avoid these charges on the final repair bill. If such charges are deemed unavoidable, Provider agrees to obtain prior approval from State Farm before requesting reimbursement for such charges.

r. Towing. Provider acknowledges State Farm may enter into agreements with towing companies for negotiated discounts on towing services (Preferred Towing Services) to be paid directly by State Farm. If advanced towing charges are incurred by Provider that are outside of this arrangement, Provider agrees to document any such fees on the estimate as specified by State Farm.

s. Specialty Repair Pricing. Provider agrees to contact State Farm management and first seek approval for any estimate it intends to prepare on an individual repair job that has pricing above the lower of the:

- (1) Most recent labor rates and paint and materials pricing information submitted by Provider to State Farm through State Farm's survey process; or
- (2) Current labor rates and paint and materials pricing identified through State Farm's survey process.

Regardless of the pricing utilized for such repairs, Provider agrees that it will not charge State Farm or its customers above the labor rates and paint and materials pricing offered to or agreed to with any other insurer for such repairs.

Section 5. General

a. Non-Disclosure. Provider agrees not to disclose, distribute, or reproduce any part or section of the Agreement to any other person or organization, unless required by law.

b. Term, Termination of Prior Agreements, Merger, Amendment. This Agreement shall become effective on the date it is accepted and authorized by a representative of State Farm and it shall remain in effect until such time as either Provider or State Farm delivers to the other party written notice of termination of the Agreement. It will replace, supersede and automatically terminate any prior or existing Select Service Agreement between State Farm and Provider. This Agreement (and any attachments, addenda, and supplements thereto) shall be the complete and exclusive statement of the agreement between the parties as to the subject matter of

this Agreement, and shall be binding upon each of the parties hereto, their respective successors and to the extent permitted their assigns. This Agreement cannot be amended or otherwise modified, except as agreed to in writing by each of the parties hereto. Provider acknowledges this Agreement may be terminated by either party at any time, for any reason.

c. Provider Participation. Provider acknowledges that State Farm may adjust the number of participating Providers. Provider further acknowledges that State Farm may consider Provider's quality, efficiency, estimate pricing, and other business factors as adjustments are considered. Provider acknowledges that State Farm may use any available data to generate internal metrics including indexing as defined by State Farm to evaluate Provider's performance while participating in this program. Provider acknowledges that such data analysis is proprietary to State Farm and subject to the provisions of Section 1.b. Confidentiality/Privacy. Notwithstanding, Provider further agrees that State Farm may communicate or publish such metrics, indexing, or performance ranking in any advertising, publications, or other media, which is displayed or disseminated to State Farm customers or other parties.

d. Ownership or Control of Multiple Locations. This Agreement applies on a "per location" basis, unless the **Schedule of Provider Locations** Addendum is attached, and except as otherwise provided in this subsection d. If Provider has multiple locations, only those locations owned or controlled by Provider that are listed in subsection 3 of the **Schedule of Provider Locations** Addendum are subject to this Agreement, provided however, that the pricing provisions contained in **Section 4. Competitive Price**, applies to all locations owned or controlled by Provider, even if not listed as a "participating" location in the Addendum. If Provider provides a price to any other insurer at a "non-participating" location that is lower than the prices charged State Farm at locations participating in this Agreement, such price must be given to State Farm, and in the manner set forth in **Section 4. Competitive Price**. If Provider buys or obtains control of additional facilities, Provider agrees to notify State Farm.

e. Termination of Agreement. If either party terminates this Agreement, Provider will allow State Farm designated personnel to access Provider's premises during regular business hours and, if necessary, will allow State Farm to pick-up and / or tow vehicles and any replacement parts already purchased to another location without any additional charges or fees. In the event of such pick-up, Provider shall be limited to receive from State Farm fair and reasonable reimbursement for Provider's documented costs for "in-progress" repairs for vehicles being repaired under the Agreement. State Farm or Provider can terminate the Agreement at any time, and for any reason.

f. Independent Contractor Status. Provider and State Farm acknowledge that Provider is an independent contractor for all purposes in the performance of this Agreement and is neither an employee nor agent of State Farm. Neither Provider nor State Farm shall misrepresent this status to vehicle owners or any other persons or entities.

g. Business Ethics/Anti-Trust. Provider agrees to follow ethical and professional conduct in its business practices with State Farm and vehicle owners. Provider further agrees not to disclose, discuss, or share labor rate or pricing information with other repairers, and acknowledges this activity may be construed as illegal price fixing.

h. Gratuities. Provider agrees not to offer any gifts, gratuities, or other incentives to State Farm agents or employees.

i. Use of State Farm Name and Trademarks. Provider acknowledges that "State Farm" and "Select Service" are registered trademarks of State Farm. Except as necessary in the performance of its duties under this Agreement, Provider agrees to refrain from using any State Farm registered trademark orally or in any form of advertising, marketing or related activity, including but not limited to: printed media, internet or web applications, radio or television ads. Provider further agrees State Farm may identify Provider as a Select Service facility in printed or electronic lists, or in other written or electronic formats, which may be available to vehicle owners and the general public, but State Farm is not required to create such lists.

j. Business to Business Site Use. Provider agrees to comply with the Terms of Use as outlined within the State Farm secured Business to Business (B2B) site. Provider also agrees to maintain current pricing and capacity information within the B2B Auto Repair Facility Survey Form. Provider agrees to maintain current repairer and service information on the B2B site as requested by State Farm. Provider acknowledges the State Farm B2B site will serve as the primary means of communicating Select Service program updates including, but not limited to, market pricing information.

k. Assignment. Provider agrees that it may not assign this Agreement to any other entity, including an entity that affiliates with or merges with or acquires Provider, except when State Farm approves such assignment in advance in writing. State Farm may in its sole discretion grant or deny such approval.

l. Payment. State Farm agrees to issue payment directly to the Provider pursuant to the provisions set forth in this Agreement.

m. Taxes. State Farm shall pay any legally imposed sales, use or similar excise taxes that are the legal liability of, or are required to be collected from, State Farm. Under no circumstances shall State Farm be liable for any interest, penalties, fines, or other such charges incurred due to the failure of Provider to pay or collect when due any taxes owed with respect to the Agreement, or due to the failure of Provider to notify State Farm of any taxes owed with respect to the Agreement. State Farm shall not be required to pay or reimburse Provider for taxes based upon the net income or capital of Provider, nor for taxes imposed upon Provider solely by reason of Provider's doing business in or being incorporated in the jurisdiction imposing such taxes.

n. Insurance. Provider represents it is insured for loss of or damage to customer vehicles and other property while in the possession of Provider. In addition, Provider represents it has in force and will maintain business liability insurance with liability limits equal to or in excess of one million dollars per occurrence.

o. Hold Harmless. Anything in the Agreement to the contrary notwithstanding, each party (the "Indemnifying Party") shall indemnify and hold the other party (the "Indemnified Party") fully harmless against any loss, damages, claims, or expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligent or intentional acts or omissions of the Indemnifying Party, and for which recovery is sought against the Indemnified Party by that third party. The Indemnifying Party also shall indemnify the Indemnified Party for any costs and reasonable attorneys' fees incurred in the Indemnified Party's defense of any such third party claim.

p. Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION LANGUAGE IN SECTION 5.O. (HOLD HARMLESS), PROVIDER AGREES THAT: (1) UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER FOR ANY REASON WHATSOEVER EXCEED IN THE AGGREGATE THE SUM OF FIFTY THOUSAND DOLLARS (\$50,000.00); AND (2) UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER.

q. Non-Waiver. Provider agrees that the failure of State Farm to insist on strict performance of any of the terms and conditions in this Agreement shall not be deemed a waiver of the rights or remedies that State Farm may have regarding that specific instance and shall not be deemed a waiver of any subsequent breach or default by Provider of any other term or condition of the Agreement.

r. Survival. Provider agrees that the following provisions shall survive termination of this Agreement: 1.b. Confidentiality/Privacy; 2.a. Workmanship/Warranty; 5.f. Independent Contractor Status; 5.i. Use of State Farm Name and Trademarks; 5.k. Assignment; 5.o. Hold Harmless; 5.p. Limitation of Liability and, 5.q. Non-Waiver.

Accepted and Agreed by :

Armandos Collision Center

Name of Provider

1718 63rd Street

Street Address

Kenosha, WI. 53143

City, State, ZIP Code

262-652-9929

Phone Number

262-652-9972

Fax Number

Tom Capponi

Printed Name of Authorized Representative

04/14/2015

Date

- ☒ By clicking this button, I understand that I Tom Capponi am electronically signing this agreement and I agree to be bound by its terms.
- ☐ By clicking this button, I understand that I Tom Capponi am declining to sign this agreement at this time.