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Vehicle Maintenance Membership Agreement
Terms and Conditions

Customer Name _____

WHAT WE DO

Rogers Mobile Lube, LLC will provide oil changes and other preventative maintenance listed in this contract at the times and at the locations specified. We will complete any of the listed services as agreed during the membership term.

DEFINITIONS

- Breakdown- The sudden failure of a Covered Part to perform the function for which it was intended due to defects in material or workmanship.
Claim(s)- The owner of the vehicle suspects that Rogers Mobile Lube, LLC or the products used by them has caused damage to the customer's vehicle.
Company- Rogers Mobile Lube, LLC. 12272 W. Silverking Street, Boise, Idaho 83709.
Contract- Refers to this Vehicle Maintenance Agreement, together with any Coverage Section, Declarations Page(s), written addenda, work orders, or other written instructions clearly referencing the subject vehicle.
Covered Item- Any part or lubricant listed in the Coverage section of this Contract.
Covered Repair- A repair or replacement to a Covered Item as approved by the company.
Declaration Page- A supplement to this contract stating the customer and vehicle information, beginning of the service date and the cost of service etc.
Drain Interval- The length of time a lubricant should be used, as measured in time or mileage whichever comes first.
Expiration Date- The plan expires by time or mileage, whichever occurs first.
Life-Span- The intended or expected time a part or component should last under normal conditions.
Vehicle or Subject Vehicle- The Vehicle described on the Declaration Page of this Contract which, upon acceptance by the company, is covered by this contract.
You, Your, or Registered Owner- Refers to the person listed as the Registered Owner of the vehicle covered and/or the authorized representative of a company owned vehicle covered.

GENERAL TERMS

- CONTRACT PERIOD: This contract begins on the Effective Date and the Effective Odometer Reading and will expire according to the time/mileage selected.
FAILURE OF COVERED COMPONENTS: We reserve the right to repair or replace the Covered Item.
APPROVAL OF COVERED REPAIR OR REPLACEMENT: All Covered Repairs must receive prior authorization by the company.
TERRITORY: This Contract is limited to Breakdowns which occur, and Covered Repairs that are made within the United States of America.
LIMITS OF LIABILITY: Our liability shall in no event exceed the limits stated in the declaration page
OUR RIGHT TO RECOVER: If we pay anything under this Contract and you have a right to recover from another party, your rights will become our rights up to the amount we paid.
TRANSFER RIGHTS: This Contract is for the benefit of the Registered Owner and is non-transferable.
MAINTENANCE REQUIREMENTS: In the event a product and/or lubricant is changed or repaired, added to, or topped-off by someone other than the Rogers Mobile Lube, LLC, the exact brand name and product and/or that was installed changed or repaired by Rogers Mobile Lube, LLC must be used.

SERVICES INCLUDED

- This Contract covers ONLY the components/parts listed below. If a repair is required in addition to the fluid replacement, Rogers Mobile Lube, LLC will provide the lubricant however third-party materials and labor for the repair will be paid by you.
All lubricants and filters will be the brand listed on the declaration page when available.
Engine oil changes and maintenance checks include a condition check and top-off of all items listed below.
Engine Oil and Filter- This will include a one-time engine flush, engine oil, and the proper oil filter for the vehicle and labor and 1 extra quart of engine oil.
Maintenance Checks- This will include 1 maintenance check every 4 months or 5,000 miles, whichever occurs first.
Differential Fluid- This will include the fluid, materials and labor, and cover plate gasket or silicone gasket.
Transmission or Transaxle Fluid- This will include the lubricant, and applicable filter, pan gasket and labor for the transmission or transaxle fluid and filter change.
Transfer Case- This will include the lubricants and labor to change the transfer case fluid.
Brake Fluid- This will include the fluid, labor to change the fluid, bleeder valve replacement if necessary, and bleeder valve caps.
Clutch Fluid- This will include the fluid, labor, bleeder valve replacement if necessary, and bleeder valve caps.
Power Steering Fluid- This will include the lubricants and labor to change the power steering fluid.
Antifreeze/Coolant- This will include a 50/50 mixture of distilled water and the appropriate coolant for the application, top-off only.
Battery Replacement- This will include the battery and labor only. Labor intensive battery installation will include a \$50 additional fee.

Rogers Mobile Lube, LLC- Vehicle Maintenance Contract

Accessory Drive Belts- This will include the belt and labor only.

Fuel Filters- This will include the filter and labor only. Drain interval as per the product manufacturers recommendation.

Check Engine Light Scan- This will include a simple code retrieval for information purposes only

Reminder Light Reset- This will include resetting service reminder lights.

Air Filters- This will include the filter and labor only. Drain interval as per the product manufacturers recommendation.

Light Bulbs- Includes labor and materials for all exterior lightbulbs. Excludes all HID, LED, or Laser bulbs and/or bulbs requiring more than 15 minutes labor and aftermarket lighting of any kind.

Additional Labor and material charges will apply for all HID, LED, or Laser bulbs and/or bulbs requiring more than 15 minutes labor.

Wiper Blades- This will include the wiper blades and labor only.

Oil Bathed Hubs- This will include the lubricants and labor to change the hub fluid. Drain interval as per the product manufacturers recommendation.

Brake Lining Inspection- This will include a wheel-on check of the brake linings. Wheel-on means this inspection is not comprehensive and for your information only. Rogers Mobile Lube, LLC will not be responsible for brake damage that occurs for any reason.

Tire Inflation- your tires will be inflated to the manufacturer recommendation printed on the driver side door or glove box. Exterior spare tires will be inflated when accessible.

WHAT TO DO IN THE EVENT OF A SUSPECTED WARRANTY REPAIR

Prevent Further Damage- You should use all reasonable means and precautions to protect your vehicle from further damage. This contract will not cover damage caused by not securing timely repair of the failed part and/or properly maintained lubricant.

Have a lubricant sample sent in for fluid analysis by the laboratory determined by Rogers Mobile Lube, LLC. We reserve the right to obtain the sample directly from the vehicle. This is the first step in the product manufacturers warranty process.

Take the vehicle to the ASE certified mechanic of our choice. Call Rogers Mobile Lube, LLC at 208-447-6702 for a list of mechanics.

In case a problem is suspected with a part or lubricant, we will follow the product manufacturers warranty procedure where applicable. In some cases, you may be required to authorize the repair facility to inspect or tear down your vehicle to determine the cause and cost of the repair. You will be responsible for these charges if the failure is not covered by this Contract. We reserve the right to require an inspection of your vehicle prior to any repair being performed.

After Rogers Mobile Lube, LLC has been contacted, we recommend that you review with the repair facility the components that will be covered for this claim and provide them a copy or section 6 of this contract.

Rogers Mobile Lube, LLC will pay the repair facility directly or reimburse you for the cost of Covered Repairs to your vehicle as set forth herein. All repair orders and necessary documentation must be submitted to Rogers Mobile Lube, LLC within thirty (30) days to qualify for payment.

REPAIR FACILITY GUIDELINES FOR HANDLING SUSPECTED WARRANTY REPAIR: Follow these steps:

Advise the registered owner that evaluation of a failure does not mean that the repair is covered under this contract OR the product warranty.

Have the registered owner authorize inspection/tear down of the vehicle to determine cause of the failure and cost to repair. Save all components, including fluids and filters, should Rogers Mobile Lube, LLC or the product manufacturer require outside inspection.

Determine the cause of failure, correction required, and the cost of the repairs.

Contact Rogers Mobile Lube, LLC at 208-447-6702 to get authorization to proceed with the claim. Be prepared with the following information when calling.

Registered owners name and phone number.

Customer complaint, cause of failure, and recommended correction.

Cost of repair.

A representative from Rogers Mobile Lube, LLC will verify warranty coverage and do one of the following:

Approve the repair and give the repair facility the maximum dollar amount covered.

Require additional evaluation, inspection, or tear down.

Refer the information to the appropriate product manufacturer.

Deny the claim and provide the reason for the denial.

Review the Company's findings with the registered owner as well as what will be covered by this contract and what portion of the repairs, if any, will not be covered.

Obtain the registered owners authorization to complete repairs. All repair orders must have the registered owner's signature to qualify for payment.

Submit repair orders(s), which must contain Contract number, authorization number, and authorized amount to administrator within thirty (30) days at the following address: Rogers Mobile Lube, LLC, 12272 W. Silverking Street, Boise, ID 83709.

CANCELLATION

If you cancel this service contract before the end date, you will be required to buy out the contract at the rate determined by Rogers Mobile Lube, LLC using the following criteria:

You will be billed for the services you have received at our normal rates. Your initial membership fee and monthly payments will be deducted from this amount or You will pay a \$265 flat fee per vehicle for cancellation whichever is greater.

In the event you purchase or replace a vehicle, You will be given the option to sign a new contract for the replacement vehicle and pay the initial fee on the new/replacement vehicle.

EXCLUSIONS: This Service Contract provides NO Coverage for any of the following:

Any repair made without the official written consent of Rogers Mobile Lube, LLC.

Pre-existing or failures imminent at or before the contract date or odometer reading.

Oil Consumption, worn out parts, and diminished performance including that resulting from a gradual reduction in operating performance due to normal wear and tear.

Shop supply charges: EPA disposal fees; Special order parts shipping cost; Parts locator research fee: Storage Fees; Filters, Lubricants, Coolants, Fluids and Refrigerants except when replacement is required due to a covered failure.

Any component not covered by the vehicle manufacturer for the full term of the vehicle warranty.

Any failure resulting from collision; Internal or external fire; Theft; Vandalism; Riot; Explosion; Lightning; Earthquake; Freezing; Rust or Corrosion; Windstorm; Hail; Water or Flood; Acts of God; Acts of war; Acts of terrorism; Salt; Environmental damage; Contamination or Loss of Fluids, Fuels, Coolants or Lubricants; Fuels containing more than 10% ethanol; Abuse; Negligence; Lack of normal maintenance required by the manufacturer's maintenance schedule for your vehicle or by the part or lubricant manufacturer's recommendations for your vehicle; Improper servicing after the effective date of this contract; Sludge build-up or failure to maintain proper levels of lubricants and/or Coolants; Not protecting the vehicle from further damage when a failure has occurred.

Any repair or replacement of a covered component if no failure has occurred regardless of repair facility recommendations; or if the wear on that part has not exceeded the field tolerances permitted by the manufacturer; any repair not specifically authorized by us.

Damage to a covered component caused by the failure of a non-covered component. Damage to a non-covered component caused by the failure of a covered component.

If any alterations have been made to your vehicle or if you use your vehicle in a manner not recommended by the manufacturer. Including the failure of any custom or add-on/aftermarket part regardless if supplied by a franchise dealer or not; any frame or suspension modifications; lift kits; oversized/undersized tires or wheels; trailer hitches; or modifications to any of your vehicle's systems.

If your odometer has ceased to work and repairs have not been immediately made; the odometer has been altered in any way subsequent to purchase; or if vehicle's true mileage cannot be determined.

Liability for property damage or for injury or death of any persons arising out of the operation, maintenance or use of your vehicle, whether or not related to the parts covered. Loss of time, profit, inconvenience, or any other loss that results from a failure (except as provided under the benefits or coverages herein.)

Rogers Mobile Lube, LLC- Vehicle Maintenance Contract

Repairs to seized or damaged engines due to continued operation regardless of cause or without sufficient lubricants or coolant. You are responsible for making certain that the oil and temperature warning lights/gauges are functioning properly. You must pull off the road immediately and discontinue vehicle operation when any of your vehicle's lights/gauges indicates inadequate protection or performance or if overheating occurs.

Salvaged title vehicles; when responsibility for a repair is covered by an insurance policy; warranty from the manufacturer including extended drive train, major component or full coverage warranties; a repairer's guarantee or warranty; or failures for which the manufacturer has announced responsibility through any means, including recall campaigns and factory service bulletins, regardless of the manufacturer or repair facilities ability to pay for such repairs.

If your vehicle is used for towing a trailer or other object or vehicle without being equipped with a factory installed or authorized tow package; principal off road use, racing, competitive driving, snow removal.

Any failure occurring prior to the purchase date of this contract, or if information provided by you or a repair facility cannot be verified as accurate or is found to be deceptively inaccurate.

Any failure occurring outside of the United States of America.

Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel or improper engine adjustments.

Rogers Mobile Lube, LLC is not responsible for day-to-day engine oil or other fluid levels, leaks, seals, or gaskets.

Rogers Mobile Lube, LLC will not change or repair axle or pinion seals or bearings or stripped drain or fill plugs, or make any mechanical adjustments to differentials or transfer cases.

Rogers Mobile Lube, LLC will not be responsible for any pre-existing problems with the vehicle(s).

Rogers Mobile Lube, LLC will not be responsible for repair or replacement of any transmission or transaxle seals or gaskets other than the pan gasket or spin-on filter gasket.

Rogers Mobile Lube, LLC will not be responsible for repair or replacement of U-joints, suspension or steering components, clutch components or adjustments, brake pads or shoes components or adjustments, hoses, pumps, alternators, starters, air conditioning components, spark plugs or wires or related electrical.

Rogers Mobile Lube, LLC will not be responsible for resetting of any warning lights or reminder light except for oil change or fuel filter reminder lights.

Rogers Mobile Lube, LLC will not be responsible for cooling system radiator, hoses, valves or heater core.

Rogers Mobile Lube, LLC will not be responsible for battery cable, cable ends, auxiliary batteries that were not installed at the factory or emergency or after-hours service, or damages cause to customer vehicle or personal property resulting from battery failure or towing fees for any reason. Excludes hybrid Batteries.

Rogers Mobile Lube, LLC will not be responsible for repair or replacement of timing belts or chains.

Rogers Mobile Lube, LLC will not be responsible for aftermarket fuel filters or auxiliary filters.

Rogers Mobile Lube, LLC will not be responsible for the cleaning or maintenance of reusable engine air filters or the replacement of cabin air filters.

Rogers Mobile Lube, LLC will not be responsible for repairs or replacement to the electronics of mechanism of the windshield wiper system.

Rogers Mobile Lube, LLC will not be responsible for leaks or seals related to oil bathed or greased hubs.

Rogers Mobile Lube, LLC will not be responsible for tire maintenance, repair, or replacement, wheel alignment, bearings, or wheel removal, or inflation of in-car spare tires.

Rogers Mobile Lube, LLC will not extend credit for any reason.

Rogers Mobile Lube, LLC will not be responsible for glass repair or replacement, body work of any kind, or exhaust system repair or replacement.

Rogers Mobile Lube, LLC will not be responsible for services that are not rendered according to this contract if You fail to set or fulfill scheduled services.

PAYMENT TERMS- Payment terms as follows:

Specific payment terms and pricing will be stated on the declaration page.

If payments are not made on time due to card information changes or insufficient funds or any other reason you understand that service will cease immediately and Rogers Mobile Lube, LLC will not be responsible for any damages caused to the vehicle as a result AND you agree to pay a late payment penalty of \$1.00 per day up to a maximum of 30 days. If the payment is not received within 30 days including the late penalties, you will be considered in default and collections efforts may begin.

Any vehicles added to this contract after the contract date may be subject to new pricing.

Monthly payments will continue for 24 months even if the mileage on the vehicle exceeds that which is stated as the maximum on the declaration page.

DISPUTE RESOLUTION

ARBITRATION: If a dispute arises between You and Rogers Mobile Lube, LLC, either party may make a written request for arbitration. In this event, each party shall select an arbitrator. The two arbitrators shall select a third. If they cannot agree on a third within (30) days, either may request that the selection be made by a judge of a court having jurisdiction. Each party shall pay the expenses they incur, and bear the expenses of the third-party arbitrator equally. A decision agreed to by any two of the arbitrators shall be binding on both parties.

ATTORNEY FEES AND COSTS: In event of dispute arising under this Contract, the prevailing party shall be entitled to an award of his or her reasonable attorney fees and costs.

MISCELLANEOUS PROVISIONS

Rogers Mobile Lube, LLC represents that it is in compliance with all federal, state, and local laws regarding business permits and licenses that may be required to carry out its duties and responsibilities arising under this contract.

You shall indemnify and hold harmless Rogers Mobile Lube, LLC, its directors and officers, and its agents and employees, from any and all claims, caused of action, losses, damage, liabilities, costs and expenses, including attorney's fees, arising from the death of or injury to any person or form damage to or destruction of property, arising from your ownership or use of any vehicle subject of this Contract.

This Contract represents the entire agreement of the parties hereto relating to the subject matter hereof, and any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Contract are of no force or effect.

This Contract may be modified only by a writing signed by both parties.

This Contact shall be governed by the laws of the State of Idaho.

Rogers Mobile Lube, LLC shall take all precautions necessary for the safety of and prevention of damage to the covered vehicle and to property on or adjacent to the work site, and for the safety of and prevention of injury to persons, including Owner's employees, contractor's employees, and third persons, on or adjacent to the work site. Notwithstanding this provision, Rogers assumes no risk of loss or damage to any property belonging to or under the control of any party, including any party to this Contract, beyond that explicitly stated herein.

Rogers Mobile Lube, LLC shall dispose of all fluids and parts removed from customer's vehicle in a manner consistent with applicable federal, state, and local laws and regulations.

Should any provision of this Contract be deemed invalid or unenforceable, all remaining provisions shall remain in full force and effect.

Rogers Mobile Lube, LLC will determine when/if a service needs completed. In the event You disagree with our assessment an oil sample will be sent to our lab of choice for analysis. If the test determines the fluid is able to continue you will be responsible for the costs incurred. Other product life spans will be according to the product or vehicle manufactures recommendation, whichever is longer.

Print Name_____

Print Name_____

Sign Name_____

Sign Name_____

Date_____

Date_____

Registered Owner or Authorized Manager

Authorized Representative of Rogers Mobile Lube, LLC.

Declaration Page- Vehicle Information and Payment Terms

Rogers Mobile Lube, LLC
12272 W. Silverking Street, Boise, ID 83709

Date _____

Vehicle Owner _____ Owner's Representative _____

Address _____

City _____ State _____ Zip _____

Vehicles Included

- 1. Year _____ Manufacturer _____ Model _____ Engine _____ Nickname _____
VIN # _____ Mileage _____ Monthly Payment _____
- 2. Year _____ Manufacturer _____ Model _____ Engine _____ Nickname _____
VIN # _____ Mileage _____ Monthly Payment _____
- 3. Year _____ Manufacturer _____ Model _____ Engine _____ Nickname _____
VIN # _____ Mileage _____ Monthly Payment _____
- 4. Year _____ Manufacturer _____ Model _____ Engine _____ Nickname _____
VIN # _____ Mileage _____ Monthly Payment _____
- 5. Year _____ Manufacturer _____ Model _____ Engine _____ Nickname _____
VIN # _____ Mileage _____ Monthly Payment _____
- 6. Year _____ Manufacturer _____ Model _____ Engine _____ Nickname _____
VIN # _____ Mileage _____ Monthly Payment _____
- 7. Year _____ Manufacturer _____ Model _____ Engine _____ Nickname _____
VIN # _____ Mileage _____ Monthly Payment _____
- 8. Year _____ Manufacturer _____ Model _____ Engine _____ Nickname _____
VIN # _____ Mileage _____ Monthly Payment _____
- 9. Year _____ Manufacturer _____ Model _____ Engine _____ Nickname _____
VIN # _____ Mileage _____ Monthly Payment _____
- 10. Year _____ Manufacturer _____ Model _____ Engine _____ Nickname _____
VIN # _____ Mileage _____ Monthly Payment _____

Total of Monthly Payments \$ _____
Sales Tax(6%) _____
Total Monthly _____

Payment Terms:

Debit or Credit Card entered in to our tokenization system to be automatically billed monthly on the _____ day of the month every month for a 24-month period. If your card information changes you are responsible for getting the new information to us.

An initial oil change payment of \$ _____ to be charged to a debit/credit card or by cash or by check at the time of service.

2 YEARS OR 40,000 MILES: Whichever occurs first however the monthly payments will continue for 24 months even if the mileage on the vehicle exceeds 40,000. Service however will stop at 40,000 miles unless agreement is renewed. New terms may apply.

Products or Parts to be used: Amsoil Lubricants and Oil filters where applicable. Napa Gold filters where applicable. Interstate Battery MT line. Trico force wiper blades or another available model. OEM lubricants or filters if Amsoil or NAPA Gold parts are not available for the application. Amsoil antifreeze/coolant. Products subject to change based on supply availability.

Notes/Special Requests:

Print Name _____

Print Name _____

Sign Name _____

Sign Name _____

Date _____

Date _____

Registered Vehicle Owner or Authorized Representative

Authorized Representative of Rogers Mobile Lube, LLC.