## Contract Between:

## Lee D. Moisant (Hereafter named "Lee")

-and-

## William T. Keener (Hereafter named "Bill")

Not because any of the parties to this contract watch too much *Judge Judy* or *People's Court* on T.V, and not because either **Lee** or **Bill** is stupid, but because the work to be performed by Lee is artful, intense, and difficult, and because the consideration provided by **Bill** represents a substantial sum to him, and because both **Lee** and **Bill** understand that goofy things happen in life, this contract, a signed copy of which is executed by and delivered to each of the parties (**Bill** and **Lee**), is established in order to outline the work to be performed and to clarify obligations both **Bill** and **Lee** have to each other in regard to the scope of work described herein as "**The Job**". This contract is further designed in order to make easier any changes in the **Scope of Work**, or any other eventualities that may occur during the process and before the successful completion of "**The Job**". In short, this contract is provided to be specific to the tasks, and to make sure both **Lee** and **Bill** emerge from this transaction as friends.

This contract, dated the <u>Twenty-sixth day of June, 2013</u>, is provided to define the obligations of the truck owner (Bill) and artist (Lee) for the Scope of Work defined further herein and named as, "The Job"

Lee agrees that Bill has delivered to him, in order to complete The Job, the 1968 Chevrolet Truck, VIN Number CXXXXXXX64 (Hereafter named "Truck"), at his place of business (Hereafter named "Place of Business") located at XXXXXXXXXXXXX, California. Lee agrees to return the The Truck at any time requested by Bill or his rightful designee (for negotiated compensation provided to Lee if The Job has not been completed), but in any case, no later than September 26, 2013.

Lee further agrees that Bill has delivered to him, on this day, <u>Two Thousand, Two Hundred and Fifty Dollars</u>, (\$2,250.00 USD), at his Place of Business, which represents one-half (½) of the total agreeded price due to Lee at the successful completion of The Job, of <u>Four Thousand</u>, <u>Five Hundred Dollars</u> (\$4,500.00 USD) to be fully paid to Lee by Bill at the satisfactory completion of The Job.

## **Scope of Work Defined** ("The Job")

For the above financial consideration, **Lee** agrees that he has accepted the initial payment of \$2,250.00 USD, and will release **The Truck** at the successful completion of **The Job** for an additional payment of **\$2,250.00** (USD). Successful Completion is defined, but not limited to points as follow: After completion of the body work (removal of dents, etc.) and professional preparation of the surface(s), painting The Truck with a very good quality paint with the color as designated in (and among other makes and models by) the 2013 Mercedes Color Chart, as <u>Palladium Silver Metallic (Paint Code 792)</u>, including coat(s) of clear and polishing the finish in a manner commensurate with the good quality of work stated and known to be that of **Lee**'s.

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Upon successful completion of **The Job**, **Bill** agrees to remit payment to **Lee** as previously detailed. Further, **Bill** agrees to provide a passenger-side rocker panel, blank front bumper, paint-quality bumper bolts (for painting), and new passenger and driver's window "wiping" seals. With this hard task completed by Lee, when possible, Bill also agrees to allow Lee the use of The Truck from time-to-time in order to either promote or just plain have fun "showing-off" his good work. Bill agrees to promote **Lee**'s work in various ways, including the "badging" of **The Truck** with a silver colored, engraved plack that will be provided by **Bill**, but approved by **Lee** prior to installation. The plack, or badge of signatory will be similar to the following picture:





And will be affixed to **The Truck** in the general area shown in the following picture: Any changes in this contract will be agreed upon by both **Bill** and **Lee** in writing, which may include inclusion to this contract from an e-mail format, as long as the content of that e-mail is confirmed and acknowledged by both parties. In the event of the demise or incapacity of either of the parties during the course of the completion of the obligation of each, each party will provide an authorized designee to do so. Such a designee may be rejected or accepted by either party.

Signed:		
	William T. Keener	date
	Lee D. Moisant	date