

SERVICE TERMS & DYNO / TUNING LIABILITY RELEASE

IMPORTANT: Electronic signature completes the pre-appointment authorization. The owner or authorized signer must also sign a wet-ink copy upon arrival at the dyno facility before any vehicle operation, dyno testing, calibration changes, or road testing begins.

Complete after project acceptance. Electronic signature is required before appointment confirmation, and a wet-ink owner/authorized-signer signature is required upon arrival at the dyno facility before vehicle operation, dyno testing, calibration changes, or road testing.

1. Job Summary, Rates, and Authorization

Job / Ticket #		Shop legal name	FEF Performance
Owner / customer		Vehicle	
VIN / chassis		Appointment date	
Dyno facility		Primary tuner / operator	
Tuning / diagnostic labor	\$_____ / hr	Dyno / facility	\$_____ / hr or day
Booking deposit	25% of approved estimate	Approval phone	715-441-7100
Authorized amount before re-approval	\$_____	Payment method / terms	
DocuSign Envelope / Agreement ID		Agreement version	V3

TAX: Quoted prices are plus applicable Wisconsin sales/use tax on taxable parts and materials, and on any other taxable items or services when required by law.

2. Booking Deposit, Cancellation, and Rescheduling

NOTICE / EVENT	DEPOSIT / FACILITY CHARGE	RESCHEDULING
48 hours or more before appointment	Deposit transfers to one rescheduled date. If customer cancels instead, refund is reduced only by actual non-refundable dyno/facility or payment-processing charges already incurred.	One transfer permitted unless shop agrees otherwise.
Less than 48 hours before appointment	Deposit is non-refundable and any additional non-refundable dyno/facility charge already committed may remain due.	New deposit may be required to reserve another date.
No-show / vehicle unavailable at appointment	Deposit is forfeited and committed facility charges remain due.	New booking and deposit required.
Shop / dyno facility cancels	Customer may transfer the deposit to a new date or receive a refund of the amount held by the shop.	No customer penalty.

BOOKING: Submitting an intake does not reserve a dyno slot. The booking is secured only after project acceptance and receipt of the required deposit.

3. Storage, Pickup, and Nonpayment

Pickup notice / deadline	Shop will give written or electronic notice when the vehicle is ready for pickup, work has stopped, or the vehicle must be removed, and will state a pickup deadline.
Storage clock trigger	Storage begins at 12:01 a.m. on the calendar day after the stated pickup deadline in that notice.
Storage rate	\$_____ per calendar day unless a different written amount applies.
Towing / transport	If the vehicle is unsafe, abandoned, or cannot remain at the facility, towing/transport may be required and charged as permitted by law and written policy.
Nonpayment / possession	Payment is due before release as stated in the invoice/policy. Any lien, retention, towing, notice, sale, or collection remedy will be handled only in accordance with applicable Wisconsin law and the shop's written policy.

4. Road-Test Driver, Permission, and Insurance

Road test authorized?	Yes No	Authorized road-test driver	Shop/tuner representative Dyno-facility representative Owner Other: _____
Driver name		Driver license / internal approval verified	Yes No N/A
Owner riding?	No Only if separately approved	Road-test purpose / route limit	
Vehicle insurance status	Owner represents that legally required vehicle insurance is active and will disclose any known restriction on permissive drivers or testing use.	Shop/commercial coverage verification	Verified internally Not applicable Pending

INSURANCE: The parties understand that which policy, if any, responds to a road-test loss depends on the actual insurance policies, driver, facts, and applicable law. This agreement does not create, expand, or guarantee insurance coverage. No road test should occur until the shop has confirmed its own driver/coverage requirements.

5. Dyno Results, Estimates, and Comparison Expectations

DYNO-NUMBER EXPECTATIONS: Horsepower and torque numbers vary between dyno brands, individual machines, calibration, correction standard, smoothing, tire pressure, strapping or hub setup, gear, drivetrain temperature, weather, fuel, and test procedure. The shop does not guarantee that this vehicle will match a number produced by another dyno or another day. The most useful comparison is a repeatable before/after result on the same equipment under comparable conditions.

Requested / expected result		Target is	Reference only Safety/repeatability priority Performance target within tuner-set limits
Owner understands target is not guaranteed	Yes	Owner initials	

6. Scope, Owner Responsibilities, and Stop-Work Rules

INITIAL	OWNER AGREEMENT
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	Inspection, setup, diagnosis, tuning, dyno/facility time, road-test time, repairs, parts, fuel, towing, storage, software credits, licenses, unlocks, and third-party charges are separate unless the written estimate says otherwise.
	Time spent diagnosing owner-supplied mechanical, wiring, fuel, sensor, ECU-access, transmission, or driveline problems is billable even if tuning cannot be completed.
	The shop will obtain approval before exceeding the written authorization amount, except reasonable emergency actions needed to protect people, vehicle, or equipment.
	Testing may stop for any unsafe, inconsistent, unknown, or potentially damaging condition. Authorized time and facility charges already incurred remain payable.
	Owner-supplied parts, fuel, files, specifications, build information, and prior tune history remain the owner's responsibility unless the shop separately agrees in writing to verify them.
	The owner will follow written fuel, warm-up, RPM, boost, transmission, maintenance, and incomplete-tune restrictions. Hardware/fuel/software changes after tuning may require recalibration.

7. Emissions, Safety Systems, and Road Legality

ROAD LEGALITY: The owner is responsible for vehicle registration, inspection, emissions compliance, noise compliance, and lawful road use. The shop will not knowingly perform or authorize work intended to defeat legally required emissions or safety systems for public-road use. Competition-only functions are limited to lawful off-road/closed-course use and do not make the vehicle street legal.

8. Calibration File, Data, and Shop Intellectual Property

Customer property	Customer retains ownership of customer-supplied vehicle data, build records, original/stock files, and other material the customer had rights to provide.
Shop work product	Shop retains ownership of shop-created templates, scripts, tools, libraries, methods, analysis techniques, generalized strategies, and reusable calibration components, subject to third-party software/ECU license terms.
Vehicle-specific calibration license	Unless a separate written agreement says otherwise, customer receives a non-exclusive license to use the final vehicle-specific calibration on this vehicle/chassis and may keep a backup for operation/service.
Redistribution	Customer may not sell, publish, redistribute, or commercially reuse shop-created calibration components, templates, or proprietary work product without written permission, except as required for lawful servicing of the vehicle.
Third-party restrictions	ECU software, OEM files, licensing, encryption, unlock services, and platform terms may limit what can legally or technically be copied or transferred.

9. Included Revision / Comeback Policy

Included follow-up	One reasonable calibration-only follow-up within 30 days or 500 miles, whichever occurs first, for cold-start, hot-start, idle, or drivability concerns directly attributable to the original agreed tuning scope and with the same hardware, fuel, firmware, and vehicle configuration.
Not included	Mechanical/electrical diagnosis; new parts; changed fuel; boost or power increase; new features; changed ECU firmware; changed transmission/engine hardware; track-side support; unrelated complaints; or damage/failure diagnosis.
Dyno / facility time	Any additional dyno or facility charge required for a comeback is billable unless the shop agrees otherwise in writing.
New visit	Work outside the included follow-up is a new billable diagnostic/tuning visit at the current rate.

10. Optional Media / Data Consent

Photos/video - shop records only	Photos/video - public use allowed
Do not use public photos/video	Dyno result may be shared with vehicle details
Dyno result may be shared anonymously	Do not share dyno result publicly
Technical calibration/log excerpts may be used only with identifiers removed	Do not use calibration/log excerpts publicly

11. Authorized Activities and Written Limits

Visual / electronic inspection	Engine operation	Chassis / hub dyno	ECU read-write
Output / actuator testing	Calibration changes	Full-load testing	Limited road testing
Maximum engine RPM		Maximum boost	
Transmission / driveline limits		Required fuel / blend	
Test gear / wheel-speed limit		Owner-imposed limit	
Tuner-imposed limit		Other written restriction / emergency stop	

12. Assumption of Risk and Limited Release

READ CAREFULLY: This section affects legal rights. High-load engine/transmission testing can expose weaknesses that were not apparent during normal use, even when the vehicle appeared to operate correctly beforehand.

INITIAL	SPECIFIC RISK	OWNER NOTE / LIMIT
	Operation at elevated RPM, throttle, engine load, boost, cylinder pressure, exhaust temperature, transmission/clutch pressure, converter load, vehicle speed, and drivetrain speed.	
	Failure of engine, turbo/supercharger, fuel, ignition, cooling, ECU, wiring, clutch packs, converter, transmission, axle, driveshaft, differential, tire, wheel, or owner-supplied component.	

	Oil/fuel/coolant or other fluid release; smoke; fire; electrical short; overheating; low oil/fuel pressure; overboost; misfire; detonation; clutch slip; shift flare/bind; driveline shock; or debris.	
	Wheelspin, tire growth/failure, tie-down or hub-adapter loading, vehicle movement, vibration, noise, and interaction with dyno equipment/fans/extraction/shop fixtures.	
	Latent, intermittent, undocumented, incorrectly assembled, worn, mismatched, counterfeit, or improperly calibrated parts/systems.	
	Damage/failure caused or worsened by inaccurate owner information, hidden prior damage, unknown tune, unknown fuel, unauthorized changes, or unsupported ECU configuration.	
	Road-test hazards including traffic, weather, road surface, other drivers, law enforcement, and component failure, but only when road testing is specifically authorized.	
	Property damage, loss of use, towing expense, personal injury, or death associated with the authorized activities and listed risks.	

A. Voluntary Assumption of Specified Risks

I voluntarily request the authorized activities above. I understand that dyno, road, ECU calibration, and related testing may place the vehicle under conditions that expose preexisting, latent, intermittent, or owner-created weaknesses. I accept the specific inherent and vehicle-condition risks initialed above, subject to the written limits in this agreement.

B. Limited Release of Claims Based on Ordinary Negligence

To the fullest extent permitted by Wisconsin law, I release FEF Performance, its owners, employees, and authorized contractors from claims by me for damage to my vehicle or my property caused by their ORDINARY NEGLIGENCE while performing only the specifically authorized inspection, vehicle positioning/restraint, dyno test, limited road test, ECU read-write, actuator test, and calibration activities within the written limits. This release does not apply to reckless or intentional conduct and does not waive rights that applicable law does not permit to be waived.

C. Owner Responsibility for Vehicle-Caused Damage

To the extent permitted by law, I am responsible for accurate disclosures and the condition of owner-supplied parts, fuel, files, and modifications, and may be responsible for proven direct physical damage to dyno/shop property caused by a preexisting, undisclosed, owner-supplied, or owner-modified vehicle condition, subject to applicable insurance and law.

13. Review, Electronic Signature, Arrival Wet Signature, and Final Acknowledgment

Owner choice	I accept this agreement as written. I requested changes below.		
Requested change / deleted activity / added limit			
Shop response	Accepted Declined Scope changed Testing declined		
Questions answered by / time to review			
I am the legal owner or have written authority from the legal owner to authorize this work.			
I read this agreement before signing and had the opportunity to ask questions and request changes.			
I understand that the release above includes a limited release for ORDINARY NEGLIGENCE.			
I authorize only the checked activities and written limits.			
I consent to use of a DocuSign electronic signature / typed legal name as my pre-appointment signature when this document is completed electronically. I understand that this electronic signature does not replace the required wet-ink signature at the dyno facility before testing begins.			
Owner name (print)		Date	
DocuSign electronic signature / typed legal name		E-sign time	
Owner wet-ink signature at dyno arrival (REQUIRED)		Shop representative	
Owner initials		Shop initials	
Wet-signature arrival date / time		Verified by FEF / facility	