

CUSTOMER #

CUSTOMER #

SEWELL
*Cadillac*12221 Katy Freeway
Houston, Texas 77079
281 496 8700

INVOICE

DUPLICATE 1
PAGE 1

SERVICE ADVISOR: 23082 Bianca Renee Donohu

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
SILVER	24	CADILLAC ESCALADE			23362/23402	
		PROMISED	P.O. NO.	PAYMENT	INV. DATE	
		19:00 30JAN26		0.00	26JAN26	
R.O. OPENED	READY	OPTIONS:	SOLD-STK	DLR: SCH		

18:07 12JAN26 10:30 26JAN26

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A ASM B.

MISC ASM B.

16870

CC

0.00

0.00

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00
--------	------	--------	------	--------	------	---------------	------

B CUSTOMER STATES THE VEHICLE DIED WHILE DRIVING ON THE HIGHWAY. THE

CUSTOMER WAS ABLE TO START AGAIN BUT DIED AGAIN.

CAUSE: SPUN BEARING

4067490 ENGINE REPLACEMENT

WC

1 12740076 ENGINE

(N/C)

2 12682391 (S) GASKET

(N/C)

1 12735811 (S) FILTER

(N/C)

8 19432331 DEXOS1 Full Synth 0W20

(N/C)

1 12658178 (S) BELT KIT

(N/C)

1 12669858 (S) BELT

(N/C)

8 12626354 (S) GASKET

(N/C)

1 12679867 (S) GASKET

(N/C)

2 12657093 (S) GASKET

(N/C)

10 11546600 BOLT

(N/C)

1 12679463 (S) PIPE

(N/C)

1 12703668 (S) PIPE

(N/C)

1 15035747 (S) SEAL

(N/C)

1 15077362 (S) SEAL

(N/C)

1 12346290 COOLANT

(N/C)

W- (S) RADIATOR

(N/C)

1 85724972 (S) HOSE

(N/C)

1 13579648 (S) SEAL

(N/C)

1 13579646 (S) SEAL

(N/C)

1 13579649 (S) SEAL

(N/C)

1 13579648 (S) SEAL

(N/C)

6 11549180 (S) BOLT

(N/C)

2 12726902 (S) SEAL KIT

(N/C)

SLT ADD TIME

REPAIR AUTHORIZATION

I, as registered owner or authorized agent of the registered owner, hereby authorize Sewell Cadillac to perform repairs listed on this contract together with Parts, Materials, related sublet service, to drive the described vehicle as deemed necessary for test, and diagnostic purposes, all subject to terms detailed on back of this contract. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller, Sewell Cadillac, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Sewell Cadillac, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products, unless a written warranty by or service contract with the seller covering the described vehicle is delivered to buyer in conjunction with or within 90 days following sale.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
SHOP SUPPLIES	
TOTAL CHARGES	
LESS DISCOUNT/INS.	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Sewell Cadillac Guarantees All Replaced Parts And Labor For 12 Months Or 12,000 Miles Whichever Occurs First.

CUSTOMER COPY

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PAGE 2

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SILVER	24	CADILLAC ESCALADE			23362/23402	
		PROMISED	P.O. NO.	PAYMENT	INV. DATE	
		19:00 30JAN26		0.00		26JAN26

R.O. OPENED	READY	OPTIONS:	SOLD-STK:	DLR:SCH
18:07 12JAN26	10:30 26JAN26			

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
			WC				(N/C)
			SLD DIAGNOSIS TIME				
			WC				(N/C)
			OLH OTHER LABOR HOURS				
			WC				(N/C)

FC: PART#: 12740076 COUNT: 1

CLAIM TYPE:

AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

23362 SPUN BEARING 4067400

To Recover and Recharge A/C System

VERIFY CUSTOMER CONCERN INSPECTED VEHICLE AND FOUND NOT ABLE TO START. JUMP START VEHICLE AND CHECK FOR ANY DTCS, NONE FOUND. CHECK BATTERY AND FOUND IT TO PROPER SPECS. CHECK BATTERY FUSE AND FOUND ALL TO SPECS. TOOK AND OIL SAMPLE AND FOUND EXCESSIVE OIL DEBRI PRESENT. PERFORM TEAR DOWN TO INSPECT AND FOUND SPUN BEARING PRESENT. DISSEMBLE REST OF THE VEHICLE TO REMOVED AND REPLACED ENGINE. REPLACED ENGINE AND ALL ONE TIME USED BOLTS AND GASKETS ASSEMBLE VEHICLE BACK TO SPECS, FILLED ALL FLUIDS. TEST DROVE VEHICLE FOR ANY DTCS OR LEAKS, NONE FOUND. WORK COMPLETE.

NEW# OLD# -- AUTHORIZATION FOR
5.2HRS OLH, 1.0 TO REASSEMBLE ENGINE CORE, 0.4HRS TO REPLACE RADIATOR AND 3.8HRS TO REMOVE OIL PAN TO INSPECT FOR POINT OF FAILURE AND EXTENT OF DAMAGE. Auth #

C CUSTOMER STATES THERE IS A SERVICE MESSAGE ADVISING TO PUSH TO START.

MISC CUSTOMER STATES THERE IS A SERVICE MESSAGE

ADVISING TO PUSH TO START.

716870 CC

0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

23362 SEE LINE B

D CUSTOMER STATES THERE IS A SERVICE MESSAGE ABOUT CONIDITIONS NOT GOOD.

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
SHOP SUPPLIES	
TOTAL CHARGES	
LESS DISCOUNT/INS.	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Sewell Cadillac Guarantees All Replaced Parts And Labor For 12 Months Or 12,000 Miles Whichever Occurs First.

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*Cadillac*12221 Katy Freeway
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INVOICE

DUPLICATE 1
PAGE 3

SERVICE ADVISOR: 23082 Bianca Renee Donohu

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
SILVER	24	CADILLAC ESCALADE			23362/23402	
		PROMISED	P.O. NO.	PAYMENT	INV. DATE	
		19:00 30JAN26		0.00	26JAN26	

R.O. OPENED READY OPTIONS: SOLD-STK: DLR: SCH

18:07 12JAN26 10:30 26JAN26

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

MISC CUSTOMER STATES THERE IS A SERVICE MESSAGE
ABOUT CONIDITIONS NOT GOOD.

		CC				0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D:	0.00
23362 SEE LINE B							

E COMPLIMENTARY MULTI-POINT INSPECTION
MPI COMPLIMENTARY MULTI-POINT INSPECTION

		CC				0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE E:	0.00
23402							

F YOU CONSENT TO RECEIVING TEXTS FROM SEWELL ON YOUR CELL PHONE AT THE
NUMBER YOU HAVE PROVIDED. YOU AGREE THAT SEWELL MAY CONTACT YOU
REGARDING CUSTOMER SERVICE UPDATES OR OFFERS VIA TEXT. YOU MAY
OPTTEXT YOU CONSENT TO RECEIVING TEXTS FROM SEWELL
ON YOUR CELL PHONE AT THE NUMBER YOU HAVE
PROVIDED. YOU AGREE THAT SEWELL MAY CONTACT
YOU REGARDING CUSTOMER SERVICE UPDATES OR
OFFERS VIA TEXT. YOU MAY OPT

		CC				0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE F:	0.00

G** ADDED OPERATION 55626A TEXTED ASM, BIANCA, AT 10:48A ON
1/13/26 AND ADDED A CONCERN. CUSTOMER STATES THE VEH HAD A LOSS
OF ACCELERATION/POWER WHILE DRIVING AT HIGHWAY SPEEDS -
CUSTOMER HAS AN OPEN GM CASECAUSE: OPEN CIRCUIT
5430902-WIRE-TO-WIRE REPAIR

(N/C)

OLH OTHER LABOR HOURS

(N/C)

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE G:	0.00
--------	------	--------	------	--------	------	---------------	------

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PARTS AMOUNT	
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SUBLET AMOUNT	
SHOP SUPPLIES	
TOTAL CHARGES	
LESS DISCOUNT/INS.	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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PAGE 4

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YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
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19:00 30JAN26		0.00	26JAN26		
R.O. OPENED	READY	OPTIONS:	SOLD-STK:	DLR: SCH	

18:07 12JAN26 10:30 26JAN26

LINE OPCODE TECH TYPE HOURS

LIST NET TOTAL

23362 CHAFFING WIRE CIRCUIT #3340 5430902
 VERIFY CUSTOMER CONCERN INSPECTED VEHICLE AND FOUND DTC U0422 CHECK
 SI FOR ANY BULLETINS AND FOUND. DOC POSSIBLE CONCERN. REMOVED
 CONNECTOR TO INSPECT FOR ANY WATER INTRUSION AND NONE FOUND. PROCEED
 WITH DIAG TEST DROVE VEHICLE MULTIPLE TIMES AND NOTICE MULTIPLE LOSS
 COMMUNICATION WITH SERIAL GATE WAY MODULE.. CHECK BATTERY AND FOUND
 VOLTAGE TO BE TO PROPER SPECS. PROCEED DIAGNOSING USING DOC
 CHECK POWER AND GROUND ON TERMINAL 1 FROM SERIAL GATEWAY AND FOUND
 VOLTAGE FLUCTUATING WHEN PERFORMING WIGGLE TEST. DISSEMBLE VEHICLE TO
 GAIN ACCESS TO TRANSMISSION CONTROL MODULE AND PERFORM END TO END TEST.
 WHEN TESTING FOUND OL PRESENT WHEN HARNESS WAS MOVE FROM THE DASH AREA.
 DISSEMBLE HARNESS TO INSPECT CIRCUIT AND FOUND CHAFFING WIRE PRESENT.
 PROPERLY REPAIR WIRE AND ASSEMBLE VEHICLE BACK TO SPECS. VERIFY REPAIRS
 VEHICLE IS NOW DRIVING TO SPECS. WORK COMPLETE.

AUTHORIZATION FOR 4.8HRS OLH TO CMPLTE DIAGNOSIS AND
 GAINING ACCESS , SERIAL GATEWAY MODULE .7 TRANSMISSION CONTROL .9
 CENTER CONSOLE 1.4 INSTRUMENT PANEL 3.1-- Auth #

ESTIMATE: 0.00

CONTACT:

12JAN26 18:07 SA: 23082

RS

SEWELL CADILLAC IS COMMITTED TO DELIVERING
 100% SATISFACTION. IF FOR ANY REASON YOU ARE
 NOT COMPLETELY SATISFIED, PLEASE GIVE OUR
 MANAGEMENT STAFF A CALL AT 281-496-8700.
 THANK YOU FOR BEING A SEWELL CUSTOMER!

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LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
SHOP SUPPLIES	0.00
TOTAL CHARGES	0.00
LESS DISCOUNT/INS.	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

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CUSTOMER COPY

CUSTOMER #:

TOWN

WORKORDER

SEWELL
Cadillac12221 Katy Freeway
Houston, Texas 77079
281 496 8700

PAGE 1

SERVICE ADVISOR: 23082 Donohue, Bianca Rene

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
SILVER	24	CADILLAC ESCALADE			23362/	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
			19:00 13JAN26			
R.O. OPENED	READY	OPTIONS:	SOLD-STK:	DLR: SCH		
12JAN2026 18:07						

LINE OP CODE TECH... TYPE DESCRIPTIONS/INSTRUCTIONS

A MISC CC ASM B.

B MISC WC CUSTOMER STATES THE VEHICLE DIED WHILE DRIVING ON THE HIGHWAY. THE CUSTOMER WAS ABLE TO START AGAIN BUT DIED AGAIN.

C MISC WC CUSTOMER STATES THERE IS A SERVICE MESSAGE ADVISING TO PUSH TO START.

D MISC WC CUSTOMER STATES THERE IS A SERVICE MESSAGE ABOUT CONIDITIONS NOT GOOD.

E MPI CC COMPLIMENTARY MULTI-POINT INSPECTION

F TEXT CC YOU CONSENT TO RECEIVING TEXTS FROM SEWELL ON YOUR CELL PHONE AT THE NUMBER YOU HAVE PROVIDED. YOU AGREE THAT SEWELL MAY CONTACT YOU REGARDING CUSTOMER SERVICE UPDATES OR OFFERS VIA TEXT. YOU MAY OPT

I have removed all items
from my vehicle.

WARRANTY DISCLAIMER: DEALERSHIP OFFERS A LIMITED WARRANTY ON ALL PARTS REPLACED AND LABOR PERFORMED BY THE DEALERSHIP FOR 12 MONTHS OR 12,000 MILES, WHICHEVER COMES FIRST. A FULL DESCRIPTION OF THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY ARE AVAILABLE TO YOU UPON REQUEST PRIOR TO PAYMENT AT THE DEALERSHIP. EXCEPT AS SET FORTH ABOVE, ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS, EXCEPT AS SET FORTH ABOVE. THE DEALERSHIP DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY PARTS OR ACCESSORIES OR REPAIRS PERFORMED TO THE VEHICLE. EXCEPT AS SET FORTH ABOVE, THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES TO PERSONAL PROPERTY STORED IN A MOTOR VEHICLE, DAMAGES FOR LOSS OF USE, LOSS OF TIME, OR LOSS OF PROFIT OR INCOME.

ESTIMATE AND VERBAL AUTHORIZATION: I understand that any estimate for cost of repairs or services listed above is preliminary and may change. I agree that the Dealership may communicate the estimated cost of additional recommended services, maintenance or repairs telephonically and may rely upon my verbal authorization to perform such additional repairs and services.

PRELIMINARY ESTIMATE \$

STORAGE CHARGES: I understand that a storage charge equal to \$95 will be assessed and shall accrue daily if I fail to pick up the vehicle within 7 days from the date I am notified that the repairs are complete or after the communication of an estimate if I fail to authorize repairs.

PAYMENT TERMS: I agree to pay for the inspection and repairs I authorize, along with the necessary materials or parts, in cash, approved credit card or check upon completion of the repairs unless the Dealership agrees to other payment arrangements in advance. If I authorize commencement of diagnosis, repairs or disassembly of the vehicle or a vehicle component and do not authorize completion of a repair or service, I will pay any charge imposed for diagnosis, disassembly, reassembly or partially completed work. Any additional charges will be directly related to the actual amount of labor and parts involved in the disassembly, reassembly, or partially completed repair or service.

PARTS: All parts installed are new and are original equipment manufacturer (OEM) parts unless otherwise indicated. Remanufactured and refurbished parts that meet manufacturer approved source part requirements and/or new third party parts not endorsed by the OEM may be installed with your approval and will be identified with your final repair invoice. Additional information is available upon request. Upon advanced written request, replaced parts may be made available for inspection or returned to you (unless they are subject to a manufacturer's warranty, core charge, or as otherwise specified by the Dealership). If no such request is made, you authorize the Dealership to dispose of such replaced parts in accordance with the Dealership's policies.

BY SIGNING BELOW: I agree that: (1) I am the registered owner or authorized agent of the registered owner of the above listed vehicle and have the necessary authority to authorize repairs, service and maintenance of this vehicle; (2) I have read this Repair Order and I authorize the completion of the services and/or repairs listed above or that I later authorize in accordance with the terms and conditions herein; (3) the Dealership is not responsible for (i) any delays caused by the unavailability of parts or shipping by the parts manufacturer, supplier or transporter, (ii) for any loss or damage to the vehicle or articles left in the vehicle, or (iii) in case of damage due to fire, theft, hail, wind or any other cause beyond its control; (4) the Dealership may operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle; (5) I authorize the retrieval of on-board diagnostic trouble codes; (6) a mechanic's (en is hereby acknowledged in the vehicle for other electronic communications relating to my vehicle from the

Customer Signature
Dealer CAR 2021

Date:

12221 KATY FWY.HOUSTON.TX.77079.2814968700

Printed on January 26, 2026 10:28 AM

VEHICLE USE AGREEMENT

FACE PAGE

CUSTOMER INFORMATION				FACE PAGE	
		Date 983		RO# [REDACTED] Unit# [REDACTED] RA# [REDACTED]	
Driver's License No. [REDACTED]				Service Name [REDACTED] PO [REDACTED]	
State TX		Expires [REDACTED]		VEHICLE INFORMATION	
Telephone [REDACTED]		E-Mail Address [REDACTED]		Date and time OUT Jan 20th 2026, 09:57:52 AM Date and time IN [REDACTED]	
ONLY THE BELOW NAMED PERSONS ARE AUTHORIZED AS ADDITIONAL DRIVERS. IF NONE, PRINT "NONE" ACROSS THIS SECTION AND HAVE SIGNED BY CUSTOMER.				Date and time DUE IN 01/31/2026	
Additional Driver's Name [REDACTED]		Birth Date [REDACTED]		Vehicle VIN [REDACTED]	
Driver's License No. [REDACTED]		State [REDACTED] Expires [REDACTED]		Plate/Tag No. [REDACTED] State [REDACTED]	
Additional Driver's Name [REDACTED]		Birth Date [REDACTED]		Year 2025 Make Cadillac	
Driver's License No. [REDACTED]		State [REDACTED] Expires [REDACTED]		Model CT5 Color GREEN	
Additional Driver's Name [REDACTED]		Birth Date [REDACTED]		Please select one: ☐ Service Replacement Vehicle ☐ Other Vehicle	
Driver's License No. [REDACTED]		State [REDACTED] Expires [REDACTED]		Miles Allowed [REDACTED]	
CUSTOMER INSURANCE INFORMATION					
Insurer AAA Policy No. [REDACTED]		Expiration Date [REDACTED]		Mileage OUT 4289 Mileage IN [REDACTED]	
Agent undefined Telephone [REDACTED]		Telephone [REDACTED]		Miles Driven [REDACTED] Chargeable Miles [REDACTED]	
Insured Vehicle Year/Make/Model/Color [REDACTED]				FUEL	
License No. [REDACTED] State TX				IN [REDACTED]	
☐ PERMISSION TO TOW TRAILER WITH LOAD CAPACITY IN EXCESS OF 2,000 POUNDS; NOT TO EXCEED MANUFACTURER'S WEIGHT SPECIFICATIONS.				OUT 50%	
You are required to return the Vehicle with at least the same amount of fuel as when rented. If you do not return the Vehicle with at least the same amount of fuel; you will pay us a refueling fee of \$ _____ plus fuel @ \$ _____ per gallon. Unless otherwise noted, any daily rate is based on a 24-hour period.					
Printed on January 20, 2026				RATES DO NOT INCLUDE FUEL CHARGES	
				HOURS: _____ @ \$ _____ PER HOUR	
				DAYS: _____ @ \$ _____	
				WEEKS: _____ @ \$ _____	
				MILES: _____ @ \$ _____ PER MILE	
				TOTAL TIME & MILEAGE CHARGES →	
				TAXABLE FUEL _____ GAL. @ \$ _____	
				TAXABLE SUB-TOTAL →	
TAX @ _____					
NON-TAXABLE FUEL _____ GAL. @ \$ _____					
NET DUE CUSTOMER DEPOSIT / REFUND / OTHER					
SUB-TOTAL					
TOTAL CHARGE →					
METHOD OF PAYMENT \$ _____ _____/_____ EXPIRES ☐ CHECK ☐ AMEX ☐ MC ☐ VISA ☐ OTHER					
REFUNDED \$ _____ CUSTOMER INITIALS _____ X _____ Ffr					
☐ CARD VERIFIED					
The following are "Prohibited Uses": Use by an unauthorized driver; smoking, vaping or use of tobacco products in the Vehicle; use of the Vehicle by anyone under the influence of alcohol or prescription or non-prescription drugs; and carrying persons or property for hire or providing transportation network company or other transportation services. See Paragraph 6 of the Terms and Conditions for other Prohibited Uses and additional information.					
By signing below, you agree to the terms and conditions of this Agreement as set forth on this Face Page, the Vehicle Condition Report, and all pages of the Vehicle Use Agreement Terms and Conditions; acknowledge that you had an opportunity to read the entire Agreement before signing; authorize us to process a separate payment card voucher in your name for all Charges, including Tolls and Violations; and to release your billing/rental information to third parties for billing/processing and other legitimate purposes; permit us to reserve against your payment card the amount noted in the Charges column; agree that binding consideration exists, as further described in Section 2 of the Vehicle Use Agreement Terms and Conditions; and authorize us to adjust your payment card account to reflect charges to amounts due or overpaid as a result of our final audit.					
ALL CHARGES SUBJECT TO OUR FINAL AUDIT					
Customer _____ Date 1/20/2026					

CONNECTION

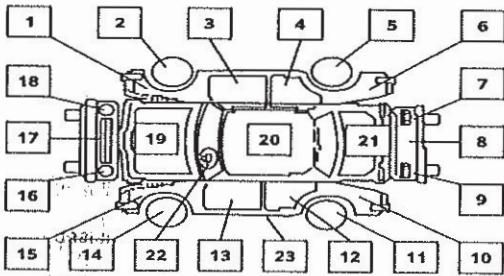
GM-MST-07-22

VEHICLE REPORT

Condition OUT:

CUST INT: Electronic Signature On F/A DATE: 1/20/2026

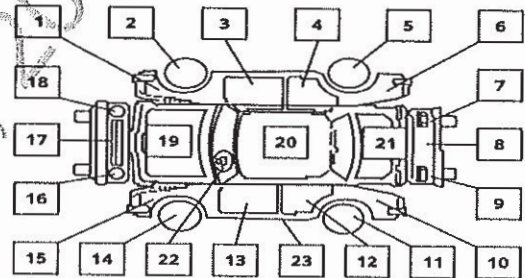
4 Back Right Door: scratch; 15 Front Left Fender: scratch on sensor; 10 Back Left Fender: scratch; 20 Roof/Sunroof/Antenna: scratch; 8 General Rear (Including cargo): scuff;



Interior Damage:

Condition IN:

CUST INT: DATE:



Interior Damage:

Dealership Disclosures

Assistance: Road Side Assistance Phone # 800-224-1400

Cleaning: A special cleaning fee of \$150 may apply if interior or exterior of the vehicle requires more than a standard cleaning.

Smoking and Pets: No smoking or pets (other than service animals) in vehicle. If the Vehicle is returned with the evidence of smoking or animals, an excess cleaning fee of \$500 may apply.

Key Fob: Lost key FOB fee: \$500.

Mileage: Driving in the county/state of HOUSTON AREA only.

Property: The dealership is not responsible for personal property. See paragraph 10 for the Terms & Conditions for additional information.

Return: Vehicle must be returned within 12 hours of notification of completed work. If not returned within 12 hours, a \$95 per day fee will apply.

Multi-State Vehicle Use Agreement Terms and Conditions ("Terms and Conditions")

1. **Definitions.** "Agreement" means all terms and conditions found on the "Face Page" and on all pages of these Terms and Conditions. "You" or "your" means the person identified as the Customer on the Face Page, each person signing this Agreement, every Authorized Driver and each person or organization to whom charges are billed by us at its or the Customer's direction. You are jointly and severally bound by this Agreement. "We," "us" or "our" means the independent automobile dealer or its affiliate named elsewhere in this Agreement. "Vehicle" means the automobile or truck identified in this Agreement and each vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and documents. The Vehicle may be a temporary substitute for a Customer-owned or Customer-leased vehicle that you have given us the opportunity to service or repair ("Service Replacement Vehicle"). "Rental Period" means the period from the time you take possession of the Vehicle until the time that the Vehicle is either returned to or recovered by and checked in by us. "Loss of Use" means the loss of our ability to use the Vehicle for any purpose due to damage to it or loss of it during the Rental Period, including uses other than for rental, such as display for rent or sale, opportunity to upgrade or sell, or transportation of employees. "Daily Vehicle Rate" means your daily time and mileage fee. For Service Replacement Vehicles, the Daily Vehicle Rate is the daily time and mileage fee that we typically charge for vehicles of the same type as the Vehicle. "Diminished Value" means the actual or perceived loss in market value or resale value which results from a direct or accident loss. "Charges" means the fees and charges that are incurred under this Agreement. "Vehicle License Fee" means our estimate of the average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs. "Including" or "Includes" means "including (or includes), but not limited to," "including (or includes) without limitation," and similar constructions.
2. **Nature of Contract; Consideration.** This Agreement is a contract for rental of the Vehicle offered to you, and is a transfer of possession and use of the Vehicle only. You agree that you are not our agent for any purposes, and that you may not assign or transfer your obligations or sublease the Vehicle. By signing the Face Page, you agree to all terms and conditions of this Agreement and acknowledge that binding consideration exists, as follows: our opportunity to service or repair a vehicle you left with us; financial benefits we receive from others for the service/repair work; financial benefits we receive from others to obtain and use this Vehicle as a Service Replacement Vehicle; a fee you pay us; and/or the rights and obligations of this Agreement.
3. **Authorized Drivers.** You represent that you are a capable and validly licensed driver. You and other "Authorized Drivers" are the only persons who are permitted to drive the Vehicle. You understand that for purposes of this Agreement, "Authorized Driver" means: (a) the Customer and the Customer's spouse or domestic partner; (b) additional drivers listed by us in this Agreement; (c) if the Customer is a business entity, "Authorized Driver" includes Customer employees who are permissible drivers on the business entity's auto insurance policy; and (d) any person specifically authorized to drive the Vehicle under applicable vehicle rental law. Each Authorized Driver must possess a valid driver's license and be at least age 21, except that if the Vehicle is a Service Replacement Vehicle, and the Customer is the registered owner of a vehicle left with us for service or repair, then the Customer and the Customer's spouse or domestic partner must be at least age 18.
4. **Inspection; Condition and Return of Vehicle; No Warranties.** You agree that you are renting the Vehicle "As Is," and that you had an opportunity to inspect it before leaving the premises. You must return the Vehicle to our office on the date and time specified on the Face Page (or sooner upon our demand) with at least as much fuel as when rented, unless we offer, and you purchase, pre-paid fuel. You may extend the Rental Period for up to one week if you obtain our consent before the date due, and we may require you to return the Vehicle to our office for inspection. The total Rental Period may not exceed 30 days under any circumstances. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement. The Vehicle must be returned in the same condition that you received it except for ordinary wear. If the Vehicle is returned after closing hours, you remain responsible for all damage to or loss of it until we inspect it on reopening for business, and Charges may continue to accrue. You must obtain our prior written approval before servicing the Vehicle or replacing parts or accessories. You will check and maintain Vehicle fluid levels. You grant us, our agents, assigns and each person with a financial interest in the Vehicle the right to inspect the Vehicle during the Rental Period. To the extent permitted by law, we make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.
5. **Responsibility for Damage or Loss; Reporting to Police.** Regardless of fault, you are responsible for theft or loss of the Vehicle and all damage to it, including damage caused by collision, weather, road conditions, acts of nature, theft, and vandalism. Your responsibility includes: (a) all physical damage to the Vehicle measured as follows: (i) if determined that the Vehicle is a total loss, the actual cash value of the Vehicle; (ii) if determined that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value (which, subject to state law and policy terms and conditions, is measured by calculating the actual cash value of the Vehicle just prior to damage less the value of the Vehicle after repair); (b) Loss of Use, which is measured by multiplying the Daily Vehicle Rate by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use; damages and not a penalty. Loss of Use is payable regardless of fleet utilization; (c) a reasonable administrative fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You are responsible for replacing missing equipment and Vehicle documents and keys. You must report all Vehicle accidents and incidents of theft or vandalism to us and the police upon discovery.
6. **Prohibited Uses.** The following uses of the Vehicle are prohibited and constitute material breaches of this Agreement. The Vehicle must not be used: (a) by anyone who is not an Authorized Driver or not licensed to drive, or by anyone whose driving license is suspended; (b) by anyone impaired by or under the influence of alcohol, narcotics, intoxicants, or prescription or non-prescription medications that affect vehicle operation; (c) by anyone who obtained the Vehicle or extended the Rental Period by giving us false, fraudulent or misleading information; (d) for an illegal purpose or in the commission of a felony or other crime; (e) to carry persons or property for hire, which includes any period of time the Vehicle is being used by anyone who is logged into either: (i) a transportation network platform (whether or not a passenger is occupying the Vehicle); or (ii) a delivery network platform (whether or not goods, items, or products to be delivered are in the Vehicle); (f) to tow an object in excess of 2,000 pounds, unless specifically approved by notation on the Face Page, or to push anything; (g) in a race or speed contest; (h) to teach anyone to drive; (i) outside the United States or Canada, or outside the geographic area described elsewhere in this Agreement, if any; (j) on an unpaved surface; (k) when the odometer has been tampered with or disconnected; (l) when it is reasonable to expect you to know that further operation of the Vehicle would damage it; (m) if applicable, by anyone who lacks experience driving a vehicle with manual transmission; (n) to transport an animal (other than a service animal); (o) to carry more passengers than the number of existing seatbelts; (p) to transport children without safety restraint systems required by law, which are installed in accordance with law and manufacturer's specifications; (q) by anyone driving or operating the Vehicle while using a handheld wireless communication device (or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages) while not in a hands-free mode; (r) in a willful or reckless manner or to intentionally damage the Vehicle or cause injury or property damage to others; or (s) by anyone who is smoking, vaping, or using tobacco products in the Vehicle. PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (TO THE EXTENT PERMITTED BY LAW).

7. Responsibility to Others. You are responsible for all damage or loss you cause to others. You agree to maintain automobile insurance during the term of this Agreement which provides to the owner, to us, and to you, the following primary coverage: (a) Bodily injury ("BI") and property damage ("PD") liability coverage; (b) Personal injury protection ("PIP"), no-fault, or similar coverage where required; and (c) Uninsured/underinsured ("UM"/"UIM") coverage where required. Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. **Because you are providing auto insurance, we are not. In states where the law requires us to provide insurance, your insurance will be primary.** Any insurance we are required to provide applies only to claims of accidental BI and PD resulting from the use of the auto, and is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent up to the minimum limits required by law. **To the extent permitted by law, by signing this Agreement, you reject UM, UIM, and supplemental no-fault or PIP coverages.** Where we are required to provide such coverage, you hereby select the minimum limits required by law. Our insurance policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. You agree to cooperate with our insurer if any claim is made, and give us immediate notice of damage, claim, or lawsuit against you. Our insurance applies only in the United States and Canada. Engaging in a Prohibited Use described in paragraph 6 or any other material breach of this Agreement will void any insurance coverage.

8. Indemnification. To the extent permitted by law, you agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this Agreement, from the rental transaction, or the use of the Vehicle by you or any other person.

9. Reserve: Charges. You permit us to reserve against your payment card at the time of rental a reasonable amount in addition to estimated total charges. We may use the reserve to pay all Charges. We will authorize the release of any excess reserve upon the completion of your rental. Your payment card issuer's rules will apply to your credit line or account being credited for the excess, which may not be immediately released by your card issuer. You will pay us all Charges, including: (a) taxes, surcharges, and other fees; (b) a return check fee if you pay us with a check returned unpaid; (c) all expenses we incur recovering the Vehicle if it is not returned to the renting location on the date and time promised; (d) all costs we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (e) a late fee on all Charges that are not paid when due; (f) a reasonable fee to clean the Vehicle if it is returned with evidence of smoking, vaping, or animals or otherwise substantially less clean than when received by you; (g) fuel and a refueling fee if you return the Vehicle with less fuel than when received by you; (h) applicable time and mileage fee; (i) a mileage charge based on our experience if the odometer is tampered with; (j) towing, storage charges, Tolls, Violations, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle; (k) a reasonable fee if you lose the keys, key fob, or toll transponder to the Vehicle; and (l) a surcharge if you do not return the Vehicle on the date and time and to the location specified on the Face Page. **All Charges are subject to our final audit.**

10. Responsibility for Tolls, Traffic Violations, and Other Charges. You are liable for all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Vehicle during the Rental Period. If we are notified by charging authorities that we may be responsible for payment of a Toll or Violation, you agree that we or a processing firm ("Processor") may, in our sole discretion and without prior notice to you, pay the Toll or Violation plus applicable taxes on your behalf directly to the appropriate authority. If we or a Processor elect to pay a Toll or Violation, you may not be able to challenge the validity of the Toll or Violation before the charging authority. We or the Processor will charge you the face value of the Toll or Violation and any taxes, plus an administrative fee per Toll and Violation. If we or a Processor, in our sole discretion, elect to transfer liability for a Toll or Violation assessed against the Vehicle during the Rental Period to you personally, we or the Processor will charge you an administrative fee per Toll or Violation. You authorize us to release your rental and payment card information to the charging authorities and the Processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us and the Processor to charge all payments and administrative fees to the payment card you used in connection with this Agreement. **Certain toll roads do not accept cash.** To avoid toll violations and associated fines, fees, and taxes (and our administrative fees), you must pay all Tolls with a personal transponder that is accepted on the road; use only cash lanes and pay cash; plan a route to avoid Tolls; or consult local authorities for other payment methods.

11. Personal Property and Information. To the extent permitted by law, you release us, our agents, and our employees from all claims for loss of or damage to personal property that was left with us or carried in the Vehicle. If you fail to claim property left in the Vehicle for more than 30 days, we may dispose of that property in a manner we choose. You understand that, to the extent permitted by law, we may collect and maintain copies of your valid driver's license and insurance information presented at the time of and in relation to this Agreement. You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to our affiliates or third parties in connection with enforcement of our rights under this Agreement and for other legitimate purposes. **The Vehicle may be equipped with an infotainment system that permits you to connect your personal device and pre-set radio stations and GPS locations. If you use an infotainment system, the Vehicle may automatically load your address book, store your incoming, outgoing and missed telephone calls, and other information from your device. Follow the steps displayed on the Vehicle system screen to delete this information and the device from the Vehicle's memory. We are not responsible for assuring the privacy of that information and cannot guarantee that other persons will not have access to this information after you return the Vehicle.**

12. Telematics and GPS Tracking. (a) You acknowledge that the Vehicle may be equipped with global positioning satellite ("GPS") technology, OnStar or another telematics system, and/or an event data recorder (collectively, "Telematics System"). Your use of this Vehicle may be remotely monitored by us or on behalf of us through such systems to the extent permitted by law. This remote monitoring may include the collection of Vehicle data, such as: location, odometer, oil life, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, as well as other elements we may deem necessary. You acknowledge that these systems may use cellular telephone, wireless technology, or radio signals to transmit data, and therefore you should have no expectation of privacy related to the use of this Vehicle. You shall inform any and all drivers and passengers of the Vehicle of the terms of this paragraph. We are not responsible for the operability of any Telematics System included with the Vehicle. To the extent permitted by law, you agree to release and indemnify, defend and hold us, the operator of the Telematics System, wireless carriers, and other suppliers of components or services harmless from any damage to persons or property caused by failure of a Telematics System to operate properly, or otherwise arising from the use of the Telematics System. (b) If your Vehicle has active Telematics System equipment, you understand that your use of the Vehicle is subject to the third-party Telematics System operator's terms and conditions, which may include system and service limitations, warranty exclusions, limitations of liability, and privacy practices relating to the collection, use, and sharing of information about you and the Vehicle. If the Vehicle does not have an active Telematics System, you agree not to activate it. **If you do activate a service in violation of this Agreement, you will be responsible for all subscription fees.** (c) We also reserve the right to use the Vehicle Telematics System in connection with your smart phone or other device to process the rental, including the start and end time, fuel levels, and mileage (to the extent permitted by law).

13. Miscellaneous. No term of this Agreement can be waived or modified except by a writing that we have signed or on a form that we provide. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding the use of the Vehicle are void. Our waiver of a breach of this Agreement, our acceptance of payment from you, or our failure, refusal or neglect to exercise our rights under this Agreement does not constitute a waiver of another provision of this Agreement. **TO THE EXTENT PERMITTED BY LAW, YOU: (A) RELEASE US FROM ALL LIABILITY FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS TRANSACTION OR THE RESERVATION OR USE OF A VEHICLE; AND (B) WAIVE ALL RECOURSE AGAINST US FOR CRIMINAL PROSECUTIONS WE TAKE AGAINST YOU FOR BREACH OF THIS AGREEMENT.** If a provision of this Agreement is deemed void the remaining provisions are valid and enforceable.