

## CONTRACT FOR VEHICLE REPAIR AND REPAIR AUTHORIZATION

This contract for vehicle repair is entered into between *Evolve Collision Centers LLC* ("Repair Facility") and \_\_\_\_\_ ("Customer") for the repair of a \_\_\_\_\_ [insert vehicle year, make, model, submodel, VIN, and color] ("Vehicle") on \_\_\_\_\_ [insert full date of month, day, and year.]

**1. Authorization.** Customer requests Repair Facility to disassemble, diagnose damage, and make repairs ("the Repairs") to Customer's vehicle. Customer expressly represents to Repair Facility that Customer has the lawful right to authorize repairs to be made to the Vehicle, whether by right of ownership, leasehold interest, or direct authorization from the owner of the Vehicle. Customer authorizes Repair Facility to repair Vehicle and further authorizes Repair Facility to photograph, obtain data from, videotape, move, test drive, or otherwise operate the Vehicle for purposes of repairing the Vehicle and determining its functionality and safety. Customer also acknowledges that any data or documentation, including the damage analysis or repair plan, belong to Repair Facility, and Customer authorizes Repair Facility to utilize or disclose information related to the Vehicle or repair in any way Repair Facility chooses.

**2. Payment.** Customer agrees to pay Repair Facility for the Repairs, including the cost of parts, labor, taxes, fees, services, diagnostic testing, administrative charges, and other charges that may involve costs for towing, parking, and/or storage ("Repair Costs"). Repair Facility will provide Customer with a final invoice reflecting the Repair Costs, any proceeds or payments received for the Repair Costs, and any outstanding balance which must be paid by Customer prior to the release of the Vehicle.

**3. Repair Process.**

**a. Damage Analysis**

Customer agrees to pay for repairs to the Vehicle specified by Repair Facility's analysis of damage, expected repair cost, and repair plan ("Damage Analysis"). The Damage Analysis has been, or will be provided, to Customer and is incorporated herein by reference, as may be required by law, and has been or will be discussed with and approved by Customer prior to the performance of repairs. Although the Damage Analysis may calculate time based on "hours", Customer acknowledges these are merely units defined by the software, and do not represent actual clock hours. Customer acknowledges that any estimate ("Estimate") prepared by or for an insurance company is solely for the insurer's internal cost-estimating purposes and has no impact on decisions Repair Facility may make to properly and safely repair Customer's Vehicle.

**b. Additional Damage**

Additional damage may be discovered during any stage of the Repairs and the need for additional parts, procedures, materials, or other repairs ("Additional Repairs") not included on the Damage Analysis may become necessary. In that event, Repair Facility will promptly notify Customer of the additional repairs necessary to be made to the Vehicle and the expected cost. Repair Facility may provide a supplemental Damage Analysis or may incorporate the additional repairs into a revised version of the original Damage Analysis.

**4. Insurer Involvement.** Customer agrees that Repair Facility is the sole professional determiner of the necessary and proper method for repairing Customer's Vehicle and Customer is the only person/entity with whom Repair Facility has any obligation to communicate or has the right to make decisions concerning the Vehicle's repair. Customer acknowledges that Repair Facility has no obligation to communicate with any insurer and that Repair Facility does not accept any insurer's estimate as the cost of repair or method of repair. Repair Facility may elect to interface with an insurer to streamline the payment process for Customer, but Customer agrees any interface is solely performed as a courtesy to Customer and understands Repair Facility is not acting as an agent of Customer.

\_\_\_\_\_ (**Customer initial**) I understand that Repair Facility, in the exercise of professional judgment, will repair my vehicle safely and properly which may involve using better parts or safer repair techniques than those for which my

insurer or a responsible third party may reimburse me. My insurer or a responsible third party might deny payment for repairs that Repair Facility deems necessary or proper in the exercise of professional judgment. I understand and agree that I will be financially responsible for all repair services provided to me, which may include charges for towing, parking, and storage, as they are listed on the final invoice, even if payment is denied by my insurer or a responsible third party. **I UNDERSTAND THAT I AM FINANCIALLY RESPONSIBLE FOR ALL CHARGES.**

**5. Possession, Lien, and Replevin.** Customer agrees that Repair Facility shall have a lien against the Vehicle for any and all amounts identified in Section 2 until paid and shall have the right to retain the Vehicle until Repair Facility is paid in full. Customer agrees to pay any and all costs and expenses, including reasonable attorney fees, Repair Facility incurs relating to any action in replevin, including any action by an insurer if Customer transfers title/ownership of the Vehicle.

\_\_\_\_\_ (Customer initial) I understand that **I cannot transfer title or ownership of the Vehicle** to any person/entity, including an insurer that declares my Vehicle to be a total loss, **until Repair Facility's Repair Costs have been paid in full.**

**6. Right to Expectancy Damages.** Customer agrees that by undertaking this agreement to repair the Vehicle, Repair Facility will have lost the opportunity to accept other repair contracts and perform other repairs by designating personnel and dedicating resources to the preparation for and engagement of the repair of the Vehicle. In the event Customer decides to breach this agreement, even if persuaded to breach by a third party privileged to interfere with a contract between Customer and Repair Facility, Repair Facility shall be entitled to the full measure of the cost of repairs, parts, fees, taxes, services, and charges, including charges for towing, parking and/or storage, expected to be paid in the performance of this agreement, together with interest accruing at the statutory rate or as authorized by state law from the date of the breach until paid.

**7. Parts.** Repair Facility prefers to utilize new original equipment manufactured ("OEM") parts when performing repairs. If Repair Facility determines the use of other than new OEM parts will not affect the safety or performance of the Vehicle and Customer elects to utilize other parts, Customer acknowledges that use of such parts may decrease the value of the Vehicle, may place Customer in violation of a vehicle lease or finance contract, and may impact the Vehicle's manufacturer's warranties.

**8. Workmanship Warranty.** Repair Facility warrants to Customer that the workmanship of the repairs to the Vehicle will be free of defects for *[insert amount of time, X years, as long as you own the Vehicle]* from the date Vehicle is released to Customer. At no charge to Customer, Repair Facility will correct any defects in workmanship within that timeframe. For Repair Facility to remedy any workmanship defect, Customer must notify Repair Facility and provide Repair Facility with an opportunity to cure the defect. This warranty applies to workmanship only and does not include parts or products.

**9. Binding Effect.** This agreement shall be binding upon the parties, their transferees, successors and assigns, including a new or different owner and/or change in title ownership of the Vehicle.

**10. Entire Agreement.** This document, and any documents incorporated by reference, constitutes the entire terms of this contract for repair. This agreement cannot be modified orally and may only be altered in writing by a document signed by both parties.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Printed Name