

**AUTHORIZATION AND TERMS & CONDITIONS OF REPAIR SERVICES**

**1. Authorization to Repair.**
I, further referred to as Customer, hereby authorize Steve’s Auto Services, Inc. DBA Steve’s Auto Body to complete the necessary repairs to my vehicle. Customer will be provided an oral/written evaluation by Steve’s Auto Body. Customer may authorize additional repairs that are discovered following closer inspection or disassembly, orally, in written form, or via electronic messaging & all such additional repairs shall be listed on the Final Bill. Customer understands payment in full of Final Bill will be due upon release of the vehicle. Customer also understands that all items on Final Bill may not be covered/approved by the Insurance Company, but Customer will still be responsible for stated charges.

**2. Payment Upon Completion and Authority to Endorse Checks.**
Customer agrees that he/she is fully responsible & liable for timely payment of all charges for labor, parts, material & accessories, sublet repairs, fuel, and any other charges incurred under these Terms & Conditions, and payment shall be made prior to the release of the vehicle. To facilitate timely payment, Customer hereby authorizes Steve's Auto Body and its authorized employees, to act in Customer's place for the purpose of endorsing, on Customer's behalf, all insurance checks made payable to Steve's Auto Body and Customer, or to Customer, regarding authorized repairs to the vehicle described in this agreement with such limited authorization terminating upon full payment for the repairs of the vehicle.

**3. Sublet Repairs and Ability to Operate Vehicle.**
Customer acknowledges & authorizes Steve's Auto Body, including its subcontractors & employees, as Steve's Auto Body deems appropriate, to: perform portions of the repairs through use of subcontractor(s) hired by Steve's Auto Body; conduct repairs at another Steve's Auto Body location; and operate the vehicle including use on public streets, for the purposes of including, but not limited to, inspecting, testing, pick-up, delivery & facilitating repairs. Customer understands that if vehicle runs out of fuel, fuel will be added to the vehicle at cost plus a service charge.

**4. Termination of Services**

Should, for any reason, the Customer elect to stop repairs and have the vehicle removed from the property. Customer understands that they are responsible for any charges the shop has against the vehicle. Charges will be for any work performed, storage fees, administrative fees, tow fees, estimate fees, and any other applicable fee or charge that shop has against the vehicle.

**5. Damage or Theft.**
Customer acknowledges and agrees that Steve's Auto Body is not responsible for & does not accept any liability for the theft, or damage to, the vehicle, or any personal property left in the vehicle, that is not a direct result of Steve's Auto Body's gross negligence. Customer acknowledges that said property is not insured or protected to the amount of the actual cash value thereof, or otherwise, against loss related to theft, fire, or vandalism while the property remains with Steve's Auto Body. Steve's Auto Body is not responsible for damage or malfunctions to alarms or radios that may have to be reset or readjusted due to disconnecting the battery to facilitate repairs such as replacing air bags and during any welding. Steve's Auto body is not responsible for vehicles left with inadequate fuel. Customer further acknowledges that all personal property has been removed from the vehicle, and that Steve's Auto Body, its employees and its subcontractors are not responsible for inspection thereof.

**6. Storage Fee & Lien Sale.**
Vehicles towed or driven in, then deemed a total loss, or moved to another facility for any reason by either the Customer or Insurance Company may be subject to administrative fees, lot fees, storage fees, lift fees, mobility fees, debris and waste clean up fees, and/or estimate fees. Any labor, towing, or lift inspection fees must be paid before the vehicle leaves Steve’s Auto Body. Customer also authorizes & acknowledges that if the vehicle is not picked up within ten (10) days after Steve's Auto Body has notified the Customer that repairs are completed, Steve's Auto Body may charge daily storage fees at rates that are ordinary & customary for the area, but not to exceed $50.00 per day. In addition to any and all other available legal & equitable remedies, Steve's Auto Body may, in accordance with applicable state law, begin lien sale proceedings & sell the vehicle by way of a public auction.

**7. Limited Warranty.**
Subject to the obligations and exclusions below, Steve's Auto Body warrants the repairs against defects in materials and workmanship for the applicable period of time set forth in Section 7(A). During such time, Steve's Auto Body will repair or replace any parts which prove to the defective by reason of improper workmanship or materials without charge for parts or labor relating thereto, subject to the terms and conditions herein, including, but not limited to Section 7(C) below. All warranty repairs must be performed at Steve's Auto Body. If vehicle is outside Steve's Auto Body's market area, the warranty repairs may be performed at any repair facility nationwide that is approved in advance by Steve's Auto Body.

**A. Warranty Period. Non-Transferability & Non-Assignability.** Except as otherwise provided herein, Steve's Auto Body warrants the repairs and paint only to Customer and for a period of 3 years. Repairs done under State Farm Select Service will receive a warranty period for as long as the Customer owns the vehicle. Customer may not expressly or implicitly transfer or assign any rights granted under this limited warranty.

**B. Defects in Manufacturer's Parts, Material or Accessories.** In certain instances, Steve's Auto Body may use parts, materials, or accessories in its repairs that have been procured from third-party manufacturers and/or suppliers. In such instances, Steve's Auto Body warrants such parts, materials or accessories only to the extent that the third-party manufacturer or supplier's warranties apply to Steve's Auto Body. Steve's Auto Body does not warranty the reliability, safety, fitment, or design of Aftermarket or Non-OEM parts in the use of repairs to Customer's vehicle. Any utilization of Aftermarket or Non-OEM parts is an arrangement between the Customer and the Insurance Company responsible for the repairs. Any non new OEM parts (recycled, aftermarket, knock-off, imitation, remanufactured, refurbished, etc.) requested by the Customer or Insurance Company determined to be unfit for use by Steve’s Auto Body based on poor fitment, poor quality, poor composition or otherwise, will be assessed a restocking/return fee of $35/part plus any labor associated with handling/fitting the part.

 **C. Limitations and Exclusions.** This limited warranty does not apply to repairs necessitation by any cause beyond reasonable control of Steve's Auto Body, including any defects, damage or malfunction caused by or resulting from unauthorized service or parts, improper or inadequate vehicle maintenance, use for which any parts or accessories were not designed or approved, alterations, accidents, modification of repairs, subsequent repairs performed by a party other than Steve's Auto Body (except as set forth in Section 7), abuse, misuse, neglect, or acts of God.

**D. Environmental Damage.** This limited warranty does not apply to damage caused by chemicals, tree sap, road salt, sand, rocks, pebbles, hail, windstorms, sun, pollution or other environmental factors or road hazards that may damage cloth, leather, plastic, wood, vinyl, paint, chrome, upholstery and/or convertible tops.

**E. Waiver of Right to Return of Replaced Auto Parts.** By entering into this agreement Customer waives any right to the return of auto parts replaced by Steve's Auto Body and Customer agrees that all parts replaced under this limited warranty shall be the property of Steve's Auto Body. If you do not wish to waive your rights to return of replaced parts, please inform the General Manager of Steve's Auto Body before you sign this document so that we may make appropriate arrangements.

**8. Disclaimers.**
The foregoing paragraph 7 is the complete limited warranty for Steve's Auto Body repairs and supersedes all other warranties and representations, whether oral or written. Except as expressly set forth above, no other express warranties are made with respect to Steve's Auto Body repairs in no event will Steve's Auto Body be liable to the Customer of the vehicle described in this agreement, for any commercial damages, expenses, lost revenues, lost savings or any other special, indirect incidental or consequential losses of a commercial nature whatsoever, even if Steve's Auto Body has been advised of the possibility of such damages. To the extent that any part of this limited warranty is in conflict with applicable law, Steve's Auto Body will follow applicable law.

**9. Release of Proprietary Information**

Before and after repairs, it is often required by vehicle manufacturers that the vehicle modules be scanned electronically for any DTC’s, malfunctions and/or recalibration of vehicle systems. Customer hereby agrees to the release of information obtained during the scans to third parties that Steve’s Auto Body deems worthy. Parties could include dealerships, sublet vendors, and insurance company representatives.

**10. Insurance Fraud Statement.**
Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit is guilty of a crime and may be subject to fines and confinement in prison and/or denial of insurance benefits. Customer will be financially and lawfully responsible for any repairs made to the vehicle of fraudulent nature. Steve's Auto Body operates in good faith that the Customer's statements are true and lawful.

**11. Entire Agreement, Headings, Validity.**
Customer acknowledges that he/she has not been induced to authorize repairs by any representation or warranty not set forth in this agreement. This is the entire agreement between Steve's Auto Body & Customer, and supersedes all existing agreements and all other oral or written communication between them concerning its subject matter. This agreement may only be modified in writing, signed by Steve's Auto Body & Customer, either through manual or digital signatures.

Customer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_