

Authorization



**REPAIR AUTHORIZATION**

Repair Order # \_\_\_\_\_

Dear Valued Customer:

Thank you for choosing Headway Collision Center to repair your vehicle. This Repair Authorization states the terms under which Headway will repair your damaged vehicle. We are happy to answer any questions you may have, and our goal is to ensure your complete satisfaction. Thank you for choosing Headway Collision Center!

Repair Terms

1. \_\_\_\_\_ I authorize Headway and its employees to repair the vehicle including the purchase and installation of all necessary parts, materials, labor and subcontract services.
2. \_\_\_\_\_ I understand that any repair estimate is based on a preliminary inspection and does not cover additional parts or labor that may be required to complete the repair.
3. \_\_\_\_\_ I authorize Headway and its employees to drive the vehicle for purposes including diagnosis, testing and/or inspection. I further authorize Headway to drive or transport the vehicle via a third-party tow truck (at Headway's cost and expense) to other locations operated by Headway to expedite the repair process.
4. \_\_\_\_\_ I agree to remove all valuables and personal property from the vehicle. I understand that Headway will NOT be held responsible for loss or theft of any personal property left in the vehicles such as iPods, iPads, cameras, sunglasses, credit cards, cash, CD's, golf clubs and all other valuables or personal property.
5. \_\_\_\_\_ I understand that I have 24 hours from Headway's first notification to pick up the completed vehicle. Headway will impose a daily storage fee of \_\_\_\_\_ if the vehicle is not picked up within 72 hours of completion.
6. \_\_\_\_\_ I understand that Headway will NOT be responsible for any vehicle rental expenses (including insurance costs) incurred during the repair process.
7. \_\_\_\_\_ I authorize my insurance company to pay Headway directly for all repairs including any supplemental payments. I hereby appoint Headway as a true and lawful attorney in fact to endorse, on my behalf, any insurance check received as payment for repairs performed on the vehicle.
8. \_\_\_\_\_ Headway will accept payment as follows: Insurance Checks (best method), Debit Cards, Credit Cards, and money order. I am responsible for payment in full for the repairs except to the extent an insurance payment has been made. I understand that the vehicle will not be released to me until full payment has been made.

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9. \_\_\_\_\_ After 30 days from the completion of the repair (or such longer period as may be required under applicable state law) I understand that the vehicle may be deemed abandoned if I fail to retrieve the vehicle for any reason, including failing to make payment in full. In such event, Headway may, in its sole discretion, impound the vehicle with a third party or seek to declare the vehicle abandoned for purposes of re-sale. Any proceeds from such re-sale shall first go to pay costs then to the balance owed to Headway.
10. \_\_\_\_\_ I understand that an express mechanic's lien is hereby acknowledged to secure payment. Should legal action be necessary to enforce collection, I will be responsible for all legal expenses.
11. \_\_\_\_\_ I understand that Headway is not responsible for any damage to the vehicle resulting from any act of nature including, without limitation, damage caused by hail, wind, fire or flood.
12. \_\_\_\_\_ I understand and agree that Headway may provide my contact information to a third-party organization who may contact me for the sole purpose of conducting a customer satisfaction survey.
13. \_\_\_\_\_ LIMITED WARRANTY. Subject to the specified exclusions and exceptions, Headway provides a limited warranty for the work performed under this Repair Authorization. This limited warranty includes all repairs, paint and workmanship on sheet metal, frame, unitized chassis components, and mechanical items, but specifically excludes electric systems. This limited warranty is subject to any manufacturer's warranty covering parts and materials. This limited warranty is non-transferable and valid for as long as I own the vehicle. During the limited warranty period, Headway will repair or replace any defects caused by Headway or its agents. All warranty repairs must be performed at one of Headway's facilities; any repairs or alterations to the vehicle performed at a non-Headway facility in any manner whatsoever shall automatically void this limited warranty. This limited warranty shall not apply to repairs necessitated by any cause beyond the reasonable control of Headway, including any defects, damage, or malfunctions caused by or resulting from unauthorized service or parts, improper or inadequate vehicle maintenance, alterations, accidents, modification or repairs, subsequent repairs performed by a party other than Headway, a abuse, misuse, neglect, acts of God, or environmental damage. THE WARRANTIES AS SET FORTH IN THIS SERVICE CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
14. \_\_\_\_\_ LIMITATION OF LIABILITY. In no event shall Headway be liable for consequential, special or indirect damages of any nature, and Headway's maximum liability shall be no greater than the amount actually paid to, and received by, Headway for the services performed on the vehicle.
15. \_\_\_\_\_ MANDATORY ARBITRATION. I agree that all claims and disputes relating to this Repair Authorization (including the arbitrability of any issue), shall be exclusively, solely and finally settled by confidential arbitration in the state in which the repair was performed, in accordance with the Federal Arbitration Act (9 U.S.C. § 1 et. seq.), and the then-existing rules of the American Arbitration Association ("AAA"). There shall be a single arbitrator. The filing costs shall be the sole responsibility of the party filing arbitration. If the parties cannot agree on the single arbitrator, then each party shall select one individual to choose an arbitrator and those individuals shall agree on the arbitrator within 10 days. The arbitrator shall have the right to award or include in any award the specific performance of these terms and/or costs and expenses of the arbitration (including reasonable attorneys' fees) in accordance with what he or she deems just and equitable under the circumstances. The arbitrator's decision may be reduced to a judgment in any competent jurisdiction.
16. \_\_\_\_\_ CLASS ACTION WAIVER. THE PARTIES WAIVE THE RIGHT TO ASSERT ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS REPAIR AUTHORIZATION AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS

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ACTION OR COLLECTIVE ACTION. THE PARTIES EXPRESSLY INTEND FOR ARBITRATION AS PROVIDED ABOVE TO BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS REPAIR AUTHORIZATION. THE PARTIES SHALL SUBMIT ONLY THEIR OWN, INDIVIDUAL CLAIMS IN ARBITRATION AND WILL NOT SEEK TO REPRESENT THE INTERESTS OF ANY OTHER INDIVIDUALS, AND NO CLAIMS WILL BE JOINED, CONSOLIDATED, OR HEARD TOGETHER WITH THE CLAIMS OF ANY OTHER INDIVIDUALS.

17. \_\_\_\_\_ ENTIRE AGREEMENT. The terms contained in this Repair Authorization constitute the entire agreement between you and Headway Collision. This Repair Authorization shall supersede all prior oral and written discussions, agreements and understandings of the parties with respect to the subject matter of this Repair Authorization. No modification, amendment, supplement to or waiver of this Repair Authorization or its terms and conditions shall be binding upon either party unless made in writing and signed by both you and an authorized manager of Headway.

Home Phone:	_____	Cell Phone:	_____
Work Phone:	_____	Email Address:	_____
VIN:	_____	Name:	_____
Vehicle Description:	_____	Address:	_____ _____

I am the owner of the vehicle referenced above and/or represent that I have the authority on behalf of the vehicle owner to enter into this Repair Authorization.

**Do you have a deductible?** (Yes / No). If Yes, the amount of my deductible is \$\_\_\_\_\_. I agree that I am responsible to pay the deductible in full prior to receiving my vehicle.

I agree to the each of the terms contained above and authorize Headway Collision to repair my vehicle.

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

Date: \_\_\_\_\_