

COLLISION REPAIR SHOP CONTRACT FOR VEHICLE REPAIR AND AUTHORIZATION

This contract is entered into on _____ by and between:

Customer Name: _____
Address: _____
Phone/Cell: _____
Email: _____

Vehicle Make/Model/Year: _____
Vin: _____
License : _____

(Hereinafter referred to as the "Customer")

And

Repair Facility Name: Wayne Val Autobody
97 South Owasso Blvd W, Little Canada MN 55117
Phone: (651)483-4493 (Hereinafter referred to as the
"Repair Facility")



1. AUTHORIZATION FOR REPAIR

The Customer authorizes the Repair Facility to:

- Disassemble, diagnose, and repair the Customer's vehicle as necessary (hereinafter referred to as "Repairs").
- Conduct any activities required for repair, including photographing, collecting data, videotaping, moving, test driving, or otherwise operating the vehicle to determine functionality and safety.

The Customer represents that they have the lawful right to authorize repairs to the Vehicle by virtue of ownership, leasehold interest, or direct authorization from the owner.

2. PAYMENT TERMS

- **Repair Costs:** The Customer agrees to pay for all repairs, including parts, labor, taxes, fees, diagnostic testing, and any associated costs such as towing, parking, and care, custody, and protection. Fees for care, custody, and protection are as follows: \$125/day (outside) and \$150/day (indoors). These fees will apply after the repairs are completed or halted at the Customer's request. A \$125/day charge applies for delayed repairs or storage (outdoors).
 - **Invoice:** A final invoice detailing the total cost of the repairs will be provided. Payment in full is required prior to the release of the vehicle. Credit card payments will incur a 3.5% surcharge, while no surcharge applies for cash payments.
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3. RETURN OF DAMAGED PARTS

The Customer may request the return of damaged parts replaced during the repair process, with the exception of parts required to be returned to the manufacturer or distributor for core charge purposes. (If, yes) We will only hold onto parts for 3 business days once jobs are completed, after they will be discarded by the shop.

Please indicate your preference below:

- **I would like the damaged parts returned to me following the repairs:**

Yes ☐ No ☐ Initials

4. REPAIR ESTIMATES AND AUTHORIZATIONS

The Customer understands the following rights:

- **Estimate Threshold:** I may request an estimate for any repairs exceeding \$100 in the State of Minnesota
 - **Overage Consent:** I will not be charged more than ten percent (10%) above the written estimate without my written or oral consent.
 - **Authorization:** I will not be charged for repairs not originally authorized without my written or oral consent.
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5. REPAIR PROCESS

a. Damage Analysis

The Customer agrees to pay for repairs based on the Repair Facility's detailed damage analysis. This analysis has been, or will be, provided and discussed with the Customer. Any "Estimate" provided by the Customer's insurer is solely for the insurer's internal cost assessment and does not dictate the method or scope of repairs.

b. Additional Repairs

Should additional damage be discovered during the repair process, the Repair Facility will promptly notify the Customer of the necessary additional repairs. These will be incorporated into a revised or supplemental damage analysis, and the Customer agrees to pay for such additional repairs.

6. INSURANCE INVOLVEMENT AND SHORT PAYMENTS

- The Repair Facility is the sole professional determiner of the appropriate repair methods. While the Repair Facility may interact with the Customer's insurer, it does so only as a courtesy. The Repair Facility does not accept any insurer's estimate as binding for repair cost or method.
- **Insurance Short Pay:** If the insurance company issues a payment that does not cover the full repair cost (a "short pay"), the Customer agrees to pay the remaining balance. The Customer is responsible for all repair costs, regardless of whether their insurer denies payment.

Customer Initials: I understand that my insurer may deny payment for repairs deemed necessary by the Repair Facility. I agree to be financially responsible for the total cost of repairs, including any towing, parking, and care, custody, and protection charges, as outlined in the final invoice.

7. INSURANCE PAYMENT AUTHORIZATION (OPTIONAL)

At the Customer's option, they may assign their insurance benefits to the Repair Facility to allow for direct payment from the insurer.

- **Assignment:** By signing below, the Customer assigns their insurance benefits to the Repair Facility to receive direct payment for repairs.
- **Limited Power of Attorney:** The Customer grants the Repair Facility limited power of attorney to sign documents related to insurance claims and payments on their behalf.

- **Customer Responsibility:** The Customer remains responsible for any costs not covered by the insurance, including deductibles, short payments, or additional repair costs.

Customer Signature for Assignment of Benefits: _____

Date: _____

(If not applicable, skip this section.)

8. PRE AND POST SCAN CODE DIAGNOSTICS

The Customer understands that diagnostic scans will be performed as required by the vehicle manufacturer to identify diagnostic codes within the vehicle's computer system. These are necessary to ensure the safety and performance of the vehicle.

Insurance Coverage: The Customer understands that their insurer may or may not recognize these diagnostic procedures as necessary. If not covered, the Customer may be responsible for paying the scanning fees (seeking reimbursement directly from their insurer.)

Customer Initials: _____ I understand the necessity of scan code diagnostics as part of the repair process and acknowledge that I may be required to pay for these services directly.

Date: _____

9. LOSS OF PRODUCTION DUE TO INSURANCE COMPANY DELAYS

The Customer acknowledges that unnecessary delays in payment or processing by their insurance company can cause a loss of production for the Repair Facility. Should such delays prevent the Repair Facility from completing the repairs within a reasonable timeframe, the Customer agrees that:

- The Repair Facility reserves the right to charge additional fees to cover losses in production capacity due to unnecessary insurance-related delays.
- These fees will be calculated based on the Repair Facility's standard daily rates for the work bay and personnel assigned to the Customer's Vehicle.
- The Customer may be required to address any delay directly with their insurance company to expedite payment and avoid additional charges.

Customer Initials: _____ I understand that I am responsible for any additional costs due to delays caused by my insurance company that impact the Repair Facility's production capacity.

10. LIEN, VEHICLE POSSESSION, AND REPLEVIN

The Repair Facility holds a lien against the Vehicle for all unpaid charges and reserves the right to retain possession of the Vehicle until all amounts due are fully paid. Should the Customer transfer title or ownership of the Vehicle, the lien plus any attorney fees incurred to enforce the amounts due remains enforceable until satisfied.

Customer Initials: _____ I understand that I cannot transfer title or ownership of the Vehicle, including to an insurer declaring the Vehicle a total loss, until all repair costs have been paid in full.

11. TERMINATION DAMAGES

If the Customer breaches this contract, the Repair Facility is entitled to recover the full cost of repairs, parts, fees, and other related charges, including any lost opportunities for other repair contracts. Interest will accrue at the statutory rate from the date of breach until the full amount is paid.

12. PARTS USAGE

The Repair Facility prefers using new Original Equipment Manufacturer (OEM) parts. If the Customer chooses non-OEM parts, they acknowledge this may affect the Vehicle's safety, value, warranties, or compliance with lease or financing agreements.

13. WORKMANSHIP WARRANTY

The Repair Facility warrants that the workmanship on the Vehicle will be free of defects for a period of one year (non-transferable) from the date of Vehicle release. This warranty applies only to workmanship and does not cover parts or materials. The Customer must notify the Repair Facility of any defects and allow the opportunity for repairs within the warranty period.

14. RENTAL CAR LIABILITY

The Repair Facility is not responsible for any car rental charges incurred by the Customer during the repair process.

15. ENTIRE AGREEMENT

This contract, along with any documents incorporated by reference, constitutes the entire agreement between the parties. Any amendments must be made in writing and signed by both the Customer and the Repair Facility.

Text Message Consent

- **I agree to receive Appointment reminders, repair or service updates via text messages from Wayne Val Autobody**

Yes ☐ No ☐ Initials

Customer Signature:

Date:

Employee Signature:

Date:



Parts Notice and Authorization

This document outlines the different types of parts that may be used in repairing your vehicle, the risks associated with each and seeks your approval for the parts to be used. Wayne Val Autobody wants to ensure that you are fully informed and provide clear authorization for the parts selected for your vehicle's repair.

1. Types of Parts Used in Vehicle Repair

OEM (Original Equipment Manufacturer) Parts

- These parts come directly from your vehicle's manufacturer.
- They are designed to fit your vehicle perfectly and come with a warranty from the manufacturer.
- If something goes wrong with an OEM part, the manufacturer is responsible for any issues.

Aftermarket Parts (AM Parts) or "Imitation Crash Parts"

- These parts are made by companies other than the vehicle manufacturer.
- Typically, less expensive but may not fit or perform as well as OEM parts.
- No warranty from the vehicle manufacturer.
- Retrofitting may be needed, which could void any warranty on the AM parts.

Used or Salvage Parts

- These parts come from vehicles that were written off or salvaged.
 - They may be damaged or worn and often do not come with a warranty.
 - While less expensive, used parts carry more risk regarding reliability and performance.
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2. Risks of Using AM or Salvage Parts

- **Fitment Issues:** These parts may not fit as well as OEM parts.
- **Durability:** They may corrode faster and wear out sooner than OEM parts.
- **Safety:** AM and Salvage parts have not been crash-tested by the National Highway Traffic Safety Administration (NHTSA), potentially impacting your vehicle's safety.
- **Warranty Issues:** If these parts cause problems with your vehicle, they may void your manufacturer warranty.

- **Lease/Finance Agreement Violation** : Some leases or finance agreements may require the use of OEM parts. Using AM or salvage parts could violate these agreements.
 - **Decreased Vehicle Value** : The value of your vehicle may decrease if AM or salvage parts are used, compared to using OEM parts.
 - **Warranty Impact**: If AM parts cause issues with your vehicle, it could affect your vehicle's warranty.
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3. Repair Facility Policy

- Our shop generally uses OEM parts.
 - If you prefer AM or salvage parts, we will use them as per your request. However, we will not use risky parts such as recycled or aftermarket airbags, ADAS equipment, structural parts, or suspension components.
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4. Understanding Your Insurance Policy vs. The Repair Contract

- **Insurance Policy**: Your insurance policy is your contract with your insurance company. It outlines the coverage you are entitled to in the event of an accident or damage to your vehicle. This policy may dictate which parts are covered for repair. However, the insurance company's decision on which parts to use is based on their own policies and guidelines, which may not align with your preferences for the parts to be used on your vehicle. In some cases, insurance companies may only cover certain parts or may not cover the full cost of OEM parts.
- **Repair Contract**: The repair contract is the agreement between you (the vehicle owner) and the repair facility. This contract details the work to be performed on your vehicle and the parts to be used. You have the authority to choose which parts you want to be used in the repair, and the repair facility will honor your selection, within their policies.

The repair contract and your insurance policy are separate agreements, and they may have different terms regarding parts and coverage. It's important to understand that your insurance company may not cover all parts that you request for your vehicle repair, which could result in additional out-of-pocket expenses for you.

5. Parts Authorization

We recommend using OEM parts. Please be aware that your insurance company may not cover the full cost of the OEM parts, and you may need to pay the difference.

Please choose the type of parts that you would like to use on your vehicle:

Select One:

- ☐ **I authorize the use of ONLY OEM parts** for the repair of my vehicle and will pay any price difference not covered by my insurance company.
- ☐ **I authorize the use of AM or salvage parts** for the repair of my vehicle.
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Parts Hold Harmless Provision

By selecting Aftermarket, Remanufactured, or Salvage Parts, you accept full responsibility for their use and any associated risks, including but not limited to those related to safety, crash performance, injuries, loss of life, vehicle value, vehicle warranty, or long-term functionality.

Wayne Val Autobody is not liable for any issues that arise from using these parts.

Customer Authorization:

Signature: _____

Printed Name: _____

Date: _____