

634 W Terra Cotta Ave Crystal Lake, IL 60014 815-459-3232 info@herrickautobody.com UDL#:9205

AUTHORIZATION FOR COLLISION REPAIRS

Customer Name:	Assign and allocated and favor	<u>, oktorija i de verski sa na verski se til de verski se </u>
Address:	gui my eer _ sib V	. Les agregous supplied to the color
City:	_ State:	Zip:
Phone:	E-Mail:	enter Periodosport Desperantorio III.
Type of Vehicle: Year:	Make: N	Model: Color:
VIN#:	License#:	
Mileage In:	Mileage out:	Est. Days to Repair:
Insurance: 1st Party:	3 rd Pa	arty:
Lessor:	sor:Lienholder:	
I, as the owner or authoring hereby	zed representative of the cauthorize Herrick Auto R	owner of the above-described vehicle ebuilders to repair the vehicle upon
the following terms and conditio	ns:	
Herrick Auto Rebuilders will estimate of the cost of repair	l, at Customer's request, p	provide Customer with a written ars shall not exceed Herrick Auto

- 1. Herrick Auto Rebuilders will, at Customer's request, provide Customer with a written estimate of the cost of repairs. The actual cost of repairs shall not exceed Herrick Auto Rebuilders estimated repair cost by more than ten percent (10%) without Customer's prior approval.
- 2. If it is necessary to disassemble or partially disassemble the vehicle or its components to provide a written estimate for required repairs, Customer may request and Herrick Auto

Rebuilders will provide a written estimate showing the cost of any disassembly if Customer elects to not proceed with the repairs. Customer acknowledges that the act of disassembly might prevent the restoration of the vehicle or its components to their former condition. Disassembly will _____ will not_____ be necessary to provide a written estimate of required repairs. Estimated cost of disassembly: \$______ reassembly: \$_____ if you request a more detailed estimate of the costs of disassembly and reassembly or here _____ if you waive your right to such an estimate. 3. Herrick Auto Rebuilders or its designated subcontractor will perform the repairs listed on Herrick Auto Rebuilders' estimate of repair costs. Herrick Auto Rebuilders will perform procedures and repair or replace parts on the vehicle which Herrick Auto Rebuilders determines, in its reasonable professional judgment, to be necessary to repair the vehicle in a workmanlike manner. Because of the nature of collision repairs, the actual repairs performed by Herrick Auto Rebuilders may differ from the original estimate or those specified on an estimate prepared by or for an insurance company provided, however, that the cost of actual repairs shall not exceed Herrick Auto Rebuilders' estimate of repair costs by more than ten percent (10%) without Customer's prior approval. 4. Estimated completion and delivery dates are an approximation only. Herrick Auto Rebuilders is not responsible for any rental costs or loss-of-use damages incurred by the Customer, including those incurred after the estimated completion date. 5. The prices estimated for all parts are subject to invoice. If parts identified on the estimate are not available or suitable for any reason, Herrick Auto Rebuilders reserves the right to repair the existing parts and adjust the costs of repair accordingly. The cost of such repairs shall not exceed the estimated repair costs by more than ten percent (10%) without Customer's prior

6. Herrick Auto Rebuilders is authorized to operate the vehicle on roads and highways for the purposes of diagnosing problems or performance and testing and /or inspection of the repair work.

approval.

- 7. Herrick Auto Rebuilders is not responsible for loss or damage to the vehicle or to items left in the vehicle caused by fire, theft or any other cause that is not the direct result of Herrick Auto Rebuilders' own negligence. In no event is Herrick Auto Rebuilders responsible for dead batteries or damage to window tint, car phones, alarms or custom electronics.
- 8. If the vehicle is declared a total loss or removed from Herrick Auto Rebuilders before repairs are commenced or completed, fees for all administrative work, estimating, vehicle handling, storage, towing, labor, refinishing and/or parts re-stocking will be charged. A minimum administrative fee of \$550 will be charged. A list of administrative functions and the associated fees is posted and available upon Customer's request.
- 9. A standard hazardous material charge of \$5 will be included on the invoice for the expense of

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complying with the laws governing the disposal of hazardous material generated by the repair of the vehicle.

- 10. If Herrick Auto Rebuilders paid towing fees and/or other advance charges on your behalf to obtain possession of the vehicle, those charges plus a ______% markup will be reflected on the invoice. To date, such charges total \$______.
- 11. Herrick Auto Rebuilders is entitled to receive full payment for its services prior to releasing the vehicle. Herrick Auto Rebuilders accepts all forms of payment with a 3% charge for all major credit cards. Customer grants Herrick Auto Rebuilders a limited power of attorney to endorse checks or drafts related to the services provided, which Herrick Auto Rebuilders may exercise at its sole discretion. Customer shall promptly deliver to Herrick Auto Rebuilders any payment received from a third party that is intended to pay for some or all of the services provided by Herrick Auto Rebuilders.
- 12. Absent the prior written agreement of Herrick Auto Rebuilders, storage charges will accrue at the daily rates of \$125 (outdoor), \$150 (indoor). Herrick Auto Rebuilders may at its sole discretion waive storage charges for those days on which charges for labor performed to the vehicle exceed the daily rate for storage. In the event that the vehicle is declared a total loss or repairs are terminated for any reason, storage charges will be calculated from the date on which the vehicle was delivered to Herrick Auto Rebuilders through the date on which the vehicle is removed from Herrick Auto Rebuilders' premises. Herrick Auto Rebuilders will make the vehicle available for possession within 3 business days of a request and upon payment of charges. Requests by a third party for possession of a vehicle declared a total loss by an insurance company must include valid assignment of title and proof of application for salvage title pursuant to 625 ILCS 5/3-117.1.
- 13. Because of the increased complexity and technology involved in the repair of collision-damaged motor vehicles, Herrick Auto Rebuilders recommends the installation of new, original-equipment manufacturer (OEM) repair parts for all repairs. Herrick Auto Rebuilders does not warrant the quality, safety, or performance of any used, salvaged, "gray market," rebuilt, reconditioned, or aftermarket replacement part specified for installation at Customer's request or because of price limitations imposed by Customer or his/her/its insurance company.
- 14. Modern vehicles record, store, and transmit multiple types of data using diverse technologies. Customer authorizes Herrick Auto Rebuilders to access, retrieve, transmit, and use such data for the purpose of diagnosing, servicing, or repairing the vehicle. This includes, but is not limited to, data from an event data recorder (EDR), engine control module (ECM), on-board diagnostic port (OBD), infotainment system, computer, camera, sensor, or other equipment located in or on the vehicle.
- 15. I authorize Herrick Auto Rebuilders to use the contact information listed above to call, email, or text information related to the repairs and understand that standard rates apply.
- 16. Customer acknowledges that, pursuant to Illinois law, Herrick Auto Rebuilders shall have a possessory lien against the vehicle to secure payment for its services. It is further understood

and agreed that the vehicle shall not be abandoned to Herrick Auto Rebuilders in lieu of any repair, storage, or other related charges. Customer agrees to be liable for all lien fees and collection costs, including but not limited to court costs and reasonable attorneys' fees, if the invoice is not paid in full at the time the repairs are completed or terminated. Customer further agrees to defend, indemnify, and hold harmless Herrick Auto Rebuilders against any claim or action related to the repairs of the vehicle, including the payment of reasonable attorneys' fees as such fees are incurred. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision and the provision that would otherwise be prohibited shall be deemed amended to the broadest extent that it would be valid and enforceable.

Herrick Auto Rebuilders has fully answered all of my questions regarding this matter and I understand that my vehicle will not be released until Herrick Auto Rebuilders has received payment in full. And, by my signature, I acknowledge that I have read and agree to the terms and conditions stated herein. Date:_____ Customer Signature: ____ **AUTOMOTIVE COLLISION REPAIR ACT -- NOTICE OF CONSUMER RIGHTS** You are entitled to a price estimate for repairs you have authorized. The repair price may be less than the estimate but shall not exceed: (1) any price limited estimate; or (2) any parts and labor estimate by more than 10 %. Additional repairs may not be performed without your consent. You may waive your right to notification, which gives the collision repair facility the right to set the price without your permission. Your signature will indicate your selection. A. I request an estimate in writing before you begin repairs. Signature: _____ Date: B. Please proceed with repairs but call me for approval before continuing if the price exceeds \$______ Signature: _____ Date: _____ C. I do not want an estimate and you may set the price of repairs. Signature: _____ Date: _____

This estimated price for authorized repairs will be honored if the motor vehicle is delivered to the facility within the time period agreed to by the consumer and the collision repair facility.

Time:

<u>Parts:</u> You are entitled by law to the return of all parts replaced, except: those which are too heavy or large; those required to be sent back to the manufacturer or distributor because of warranty work or an exchange agreement; and, those that were damaged in a crash or collision to the extent that retention by the collision repair facility was not feasible.

I request the return of parts I do not want replaced part	replaced:	
Sublet contractors:		Signature
Name	Service	

YOUR CUSTOMER RIGHTS. UNLESS THE FACILITY PROVIDES A FIRM PRICE QUOTATION, YOU ARE ENTITLED BY LAW TO:

- 1. AWRITTEN ESTIMATE FOR REPAIRS THAT WILL COST MORE THAN \$100.00 UNLESS WAIVED OR ABSENT FACE-TO FACE CONTACT (SEE ITEM 3 BELOW).
- 2. AUTHORIZE ORALLY OR IN WRITING ANY REPAIRS THAT EXCEED THE ESTIMATED TOTAL PRE-SALES-TAX COST BY MORE THAN 10% OR THAT EXCEED THE LIMITED PRICE ESTIMATE.
- 3. AUTHORIZE ANY REPAIRS ORALLY OR IN WRITING IF YOUR VEHICLE IS LEFT WITH THE MOTOR VEHICLE REPAIR FACILITY WITHOUT FACE-TO-FACE CONTACT BETWEEN YOU AND THE MOTOR VEHICLE REPAIR FACILITY PERSONNEL.

IF YOU HAVEAUTHORIZED A REPAIR IN ACCORDANCE WITH THE ABOVE INFORMATION, YOU ARE REQUIRED TO PAY FOR THE COSTS OF THE REPAIR PRIOR TO TAKING THE VEHICLE FROM THE PREMISES.

CALCULATION OF LABOR COSTS

IN CALULATING LABOR COSTS, THIS FACILITY USES A COMBINATION OF INDUSTRY FLAT RATE TIME MANUALS, ACTUAL TIME OR CONDITION OF THE VEHICLE TO DETERMINE LABOR COSTS.

SCHEDULE OF FEES & CHARGES

1.	STORAGE/DAY FEE (Minimum, see ¶12 above):	\$PER DAY
2.	STALL TIE-UP	\$PER DAY
3.	VEHICLE INTERIOR PROTECTION (DUE TO BROKEN GLASS. WEATHER EXPOSURE. ETC.)	\$MATERIALS
4.	ADMINISTRATION FEE	\$
5.	DIAGNOSIS FEE/ REASSEMBLY FEE	\$PER UNIT BODY \$PER UNIT MECH.
6.	PARTS RESTOCKING	% OF TOTAL PARTS
7.	BAD/RETURNED CHECK FEE	\$
8.	HAZARDOUS WASTE REMOVAL FEE	\$ PER UNIT BODY \$PER UNIT GALLON

9. 10.	BIO-HAZARD CLEAN UP (BLOOD, ANIMAL PARTS, ETC) ENVIRONMENTAL INSPECTION FEE (INSPECT FOR LEAKING ENVIRONMENTAL)	erod of the state of the same
11. 12.	SHOP SUPPLIES ESTIMATE/BLUEPRINTING	% OF LABOR
Signature:	ature:	Date: