

Exclusive Auto Collision Center
75 South Franklin Turnpike
Ramsey, NJ 07446
201-785-1116
Fax: 201-785-9399
SHOP LIC # 00832A

AUTHORIZATION AND AGREEMENT TO REPAIR

Customer _____

Address _____

Phone Number and Email _____

Vehicle _____

Vin # _____

1. **Authorization and Agreement to Repair.** Customer hires, engages, and authorizes Exclusive Auto Collision Center, ("EACC"), to repair the Vehicle described above. Customer understands that this is a valid and binding contract and that EACC is entitled to be paid in full by Customer for all repair services performed and parts installed on the Vehicle. Customer directs EACC to use its best professional judgment to restore his/her vehicle to its pre loss condition.

2. **Customer's Warranty.** Customer warrants and represents to EACC that: (a) Customer is the legal owner or lessee of the Vehicle and (b) Customer has the legal right to authorize EACC to undertake and perform the required repairs.

3. **Personal Property.** Customer must remove all items of personal property located within the Vehicle, including but not limited to, sunglasses, EZ Pass, CDs, tools, change or otherwise. EACC SHALL HAVE NO RESPONSIBILITY TO CARE FOR OR PROTECT SAME.

4. **Description and Cost of Repairs.** The total cost of the labor, materials and parts required to repair the Customer's Vehicle, (the "Repair"), cannot be known until the Vehicle is taken apart and all damage identified. Based upon the information currently available to EACC, the cost of the work shall be a minimum of \$750.00 but the total cost of repairs will not exceed the Actual Cash Value (ACV) of the Vehicle plus any applicable sales or other taxes. Your insurance company may have already or may shortly issue a document representing their opinion as to what repairs are needed and what the cost should be. These documents are only an estimate and shall not be binding upon EACC who shall at all times be tasked with determining the proper means and methods to repair your Vehicle and the final cost to repair the Vehicle. EACC shall not be deemed to have reached an approved price for the work unless its approval is set forth in a writing signed by Anthony Lake.

5. **Supplemental Work.** Frequently during the course of a repair, additional damage is discovered which was hidden from view during the initial inspection of the Vehicle. This additional work is known as a Supplement. If additional repairs or work are required, EACC will endeavor to notify Customer of the need for supplemental work and the cost of same. Customer agrees to affirmatively respond confirmed that EACC may proceed with the Supplement within 24 hours of the issuance of notice. If there is no response to the notification, EACC shall be entitled to rely upon the authorization set forth in this Agreement to proceed with the Supplemental work with the further limitation that the total cost of the work including the Supplement shall not exceed the ACV of the vehicle. If your insurance company or

an insurance company representing a tortfeasor requires multiple inspections of the Vehicle in connection with the need for one or more Supplements, there will be an administrative charge of \$125.00 for each additional inspection.

6. **Subcontractors.** Customer acknowledges that in order to properly perform the Repair it may be necessary for EACC to engage subcontractors to perform certain specialized work such as the installation of airbags or suspensions. Customer consents to the transport of the Vehicle to other facilities for any required specialized subcontract work. The cost of the subcontract work + a mark up by EACC shall be incorporated into the final repair invoice.

7. **Non OEM Parts.** EACC recommends that only parts made by the Original Equipment Manufacturer (OEM parts) be used to repair your Vehicle. To save money, your insurance company will often demand that EACC install used parts or parts that are not made by the original equipment manufacturer. EACC does not warrant the performance of non OEM parts. By initialing here, Customer states that he/she does _____ does not _____ authorize the installation of used or non OEM parts on their Vehicle. If Customer directs EACC to only use OEM parts, Customer agrees to communicate the request directly to his/her insurance carrier if necessary.

8. **EACC's Labor Rates.** The Repair Technicians at EACC are highly trained. Customer acknowledges and agrees that the labor rate which will be charged for work performed on the Vehicle shall be \$ _____ Per Hour for Non-Aluminum repair work (in all cases not less than \$75.00 per hour) and \$ _____ Per Hour for Aluminum repairs (in all cases not less than \$125.00 per hour.)

9. **Estimated Date of Completion.** EACC will endeavor to complete the Repair and return your vehicle to you as soon as reasonably possible and, unless we advise you otherwise, will the Repair will be completed within 75 days from the date that you deliver the Vehicle to EACC. The time to Repair your Vehicle may be delayed because of parts not being available, failure of an insurance company to inspect the Vehicle or reach an agreed upon price with the EACC, weather conditions, fire, acts of god or other conditions outside of the control of EACC.

10. **Storage.** Customer shall be obligated to pay storage charges calculated at the rate of \$85 per day for Vehicles stored outside and \$85 per day for Vehicles stored inside. If the Vehicle is mounted on a frame machine, there will be a charge of \$550 per day for stall tie up time if EACC's work is delayed by the Customer and or an insurance company. Storage charges will apply to all Vehicles which are not repaired by EACC starting from the date the Vehicle is brought to EACC'S facility until the Vehicle is removed. Storage charges shall also accrue on Vehicles repaired by EACC commencing on the day after Customer is advised that the Vehicle has been repaired and is ready for pick up and release. If a Vehicle is declared a total loss and an insurance company elects to remove the Vehicle from EACC's facility, an administrative fee of \$250 and a yard charge of \$100.00 will also be charged. There also may be other charges depending on the circumstances.

11. **Tear Down Charges.** In the event that Customer authorizes the Vehicle to be repaired and subsequently it is determined that the Vehicle is a total loss and EACC agrees to cease further repairs, EACC shall be entitled be paid for the labor incurred at the rate set forth in Paragraph 8 above or \$100.00 per hour whichever is higher for NON ALUMINUM work and rate set forth in Paragraph 8 above or \$150.00 per hour whichever is higher for ALUMINUM work, together with all other related charges.

12. **Payment.** Payment in full is due on or before the date that the Vehicle is released to the Customer and Customer acknowledges that until payment in full is rendered, EACC is entitled pursuant to NJSA 2A:44-21 to assert a Garagekeeper's lien against the Vehicle. Customer acknowledges and agrees that they must pay EACC for the Repair and that if Customer's insurance company, a tortfeasor or a tortfeasor's insurance company fails to remit full payment or if there is insufficient insurance coverage to

pay EACC in full for the Repair, Customer shall remain personally liable for all authorized charges and costs associated with the Repair.

13. Authorization for Direct Payment. By initialing this paragraph, Customer authorizes his or her insurance company to directly remit payment for the Repair to EACC and further authorizes EACC to endorse Customer's name on any insurance draft or equivalent received as full or partial payment for the Repairs and to deposit same into EACC'S account. _____ (initial here)

14. Assignment of Claim. If EACC elects to release the Vehicle before full payment is made for the Repair, in consideration of such release, Customer assigns, sells and transfers to EACC all claims and rights of claim, demands, and causes of action of any kind whatsoever which the Customer has or may have against Customer's Insurance Company and/or against the person or entity who damaged the Vehicle, as the case may be. As the assignee of the Claim, EACC shall be authorized to prosecute, collect, settle, compromise and grant releases on the claim in its name and as it deems advisable in its sole and absolute discretion. This is not an assignment of the policy, but is intended to be an assignment of the Customer's claim for reimbursement of cost to repair the damage to the Vehicle.
_____ (initial here)

15. Cooperation by Customer. As part of the Assignment of Claim provided herein, Customer agrees to fully cooperate with EACC in connection with the prosecution of the Claim which has been assigned, to provide all police reports or other documents required by EACC to prosecute the claim and to appear and testify at a deposition or in Court if requested by EACC.

16. Limited Warranty. EACC will perform the Repairs using its professional judgment as to the means and methods to be employed to accomplish the Repair. At the conclusion of its work and the release of the Vehicle, EACC shall provide a separate written warranty which shall set forth all warranties provided by EACC. THE ONLY WARRANTIES PROVIDED BY EACC SHALL BE THOSE WARRANTIES WHICH ARE EXPRESSLY SET FORTH IN THE WARRANTY DOCUMENT AND THERE SHALL BE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED. SPECIFICALLY, THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. IN NO EVENT SHALL EACC BE LIABLE FOR CONSEQUENTIAL DAMAGES.

17. Notice of Right to Receive Replaced Parts. Each and every customer of EACC has the right to receive all damaged or other parts which are taken off the Customer's vehicle and replaced. If Customer desires to retain the damaged or replaced parts, Customer must pick same up and remove them from EACC'S facility within two business days after notification that the parts are available for removal and pick up. A Fifteen Dollar (\$15.00) storage fee shall be charged for each day that the parts remain at EACC'S facility after two business days have passed from the date of notice.

18. Waiver of Right to Receive Replaced Parts. By initialing this paragraph, Customer waives any right or claim to receive the damaged or replaced parts _____ (initial here)

19. Breach of Contract by Customer. In the event that Customer breaches this Agreement or fails to pay any obligation which is owed to EACC'S when due, or in the event that EACC is required to respond to demands or claims asserted by an insurance company claiming subrogation or assignment rights, or if EACC releases Customer's Vehicle in exchange for an assignment of Customer's claim rights and directly pursues an insurance company for the full cost of the repairs, interest on the unpaid balance owed to EACC shall accrue from the date the Vehicle was released at .3% per annum and EACC shall be entitled to be paid and reimbursed for all attorney fees and costs it incurs to collect any monies owed or defend and action brought against it which relate to the Vehicle.

20. Notices. Notices may be issued in such manner as may be reasonable under the circumstances. The form of notice may be by telephone, fax, email or regular mail sent to the address noted above.

21. **Complete Agreement.** This document shall become effective only when signed by both parties. This document and the final description of the Repair shall constitute the entire agreement between the EACC and the Customer. This Agreement may not be altered, amended, changed or supplemented except in a writing signed by both parties. No claim of oral representation or agreement shall be valid and all prior quotations, discussions, emails or correspondence shall be deemed superseded by this Agreement. This Agreement shall inure to the benefit of the parties to this Agreement as well as their heirs, successors and assigns. Any insurance company providing insurance coverage for the Customer or providing insurance coverage for a claim made by the Customer, or claiming subrogation rights shall be subject to this Agreement.

22. **Choice of Law.** This agreement is a contract which is to be construed and enforced in accordance with the laws of the State of New Jersey. By signing below, Customer acknowledges receiving a copy of this Agreement

CUSTOMER

EXCLUSIVE AUTO COLLISION CENTER

ISI

by: Anthony Lake, President

DATE: _____

DATE: _____

EXCLUSIVE AUTO COLLISION

75 S FRANKLIN TURNPIKE

RAMSEY, NEW JERSEY 07446

201-785-1116

201-785-9399 (F)

EXCLUSIVECOLLISION@GMAIL.COM

Attached please find documents that need to be completed and returned so as we may move forward with your repairs once your insurance carrier has had an opportunity to inspect your vehicle.

The following is a brief explanation and guide for completing:

Complete all of page #1

Page #2 --- #7 circle DOES NOT and initial...you are requesting all new parts

Page #3 --- #13 initial...this authorizes us to work on your repairs as well as any subsequent payments will come directly to Exclusive

Page #3 --- #14 initial... This authorizes us to deal directly with the insurance company for any additional work or inspections that need to be completed

Page #3 --- #18... allows us to discard damaged parts once the appraiser has an opportunity to inspect

Page #4 ---sign and date

Any questions don't hesitate to contact us through e mail or call the number listed above