



PREMIERE BODY STOP Vehicle Repair Agreement and Authorization Policies

5001 North Federal Hwy., Pompano Beach, FL 33064 • 954-421-6464 • Fax: 954-421-6422
FLORIDA REGISTRATION MV17627

Customer Name _____ Phone (H) _____
Address _____ Phone (C) _____
Insurance Company _____ Claim # _____ Phone (W) _____
Make of Vehicle _____ Model _____ Yr. _____ Color _____ Email _____

Estimate Authorization and Acknowledgment of Policies:

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:

I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$100.

_____ I REQUEST A WRITTEN ESTIMATE.

_____ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$_____.

THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

_____ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED: _____ DATE: _____

Florida Aftermarket Crash Parts Act, Part III, Chapter 501:

NO INSURER SHALL REQUIRE THE USE OF REPLACEMENT PARTS IN THE REPAIR OF AN AUTOMOBILE UNLESS THE PARTS ARE AT LEAST EQUAL QUALITY AND PERFORMANCE. IN THE EVENT THAT YOUR INSURANCE COMPANY'S ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE, THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THE ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

Assignment of Proceeds and Direction To Pay

I do hereby authorize my insurance company to pay Premiere Body Stop, Inc. directly (without my name on the draft) for the remaining balance of my repair order owed for the specified vehicle repair. I further understand that this is a courtesy which Premiere Body Stop has extended to me and that ultimately I am responsible for full payment to Premiere Body Stop should this Direction To Pay be dishonored by my insurance company for any reason. If additional repairs beyond the first original estimate are discovered and are required to restore the vehicle to pre-accident condition, I request Premiere Body Stop to negotiate with the insurance company on my behalf for any additional monies due. I also authorize and direct the insurance company to pay directly to Premiere Body Stop all payments and supplements due on this repair claim. It is understood that if these payments are still sent to me I will forward them to Premiere Body Stop by mail and will not deposit them as they are received.

Authorization for Repair:

I hereby authorize Premiere Body Stop to complete collision repairs on my vehicle in the manner they see fit. I acknowledge the policies and practices explained and personally guarantee that I will pay all sums not paid by insurance upon presentation of a final invoice. Should I default in the payment, I grant a lien on said vehicle to Premiere Body Stop and understand that my vehicle will not be released to me until the amount due is paid in full. If payment is not paid within 30 days, Premiere Body Stop will proceed with filing a lien on the vehicle for acquisition of the title. Payment including work performed, storage, administrative, tow bill, collection expenses and attorney's fees will be due prior to the release of lien.

Payment Policy for Insurance Claims:

Deductible Payment/Customer Pay: We accept personal checks at the discretion of Premiere Body Stop up to \$1000. **Any amount above \$1000 must be a certified check, cash or debit card.** **Insurance Portion of Payment:** We will accept your insurance company check endorsed by the payee. If you choose to deposit the insurance check, you may pay the balance by cash, certified cashier's check, or debit card using your PIN. **Direct Repair:** such as Progressive and State Farm will only require a signature for "Direction to Pay" and payment of the deductible on your policy, and Customer agrees to execute a Direction to Pay upon request.

Payment Policy for Customers Paying for Repair With No Insurance Claim:

We accept debit cards based on the customer's bank limit and personal checks at the discretion of Premiere Body Stop up to \$1000. Remaining balances can be paid and/or require certified funds, debit card, or cash.

Repair Authorization Signature/Acknowledgment of Policies

CUSTOMER SIGNATURE _____

DATE _____

Type of Estimate Requested:

I acknowledge that in order to give the vehicle an accurate estimate, Premiere Body Stop may require to "teardown" or disassemble the outer layer of the area for repair to see if there is additional damage behind the outer visible damage. (Be aware, if you decide NOT to repair the vehicle, you will be responsible for charges including teardown, administration, tow bill (if one exists), and storage beginning the day we received the vehicle.)

(Initial One) _____ Date _____

Teardown Estimate _____ Surface Damage Estimate Only _____

Customer Signature _____

Labor Charges:

The Estimate of Repair includes parts, labor, and diagnosis. PLEASE BE ADVISED THAT PREMIERE BODY STOP HAS POSTED LABOR RATES BELOW. ANY LABOR CHARGES NOT COVERED BY INSURANCE WILL BE THE CUSTOMER'S RESPONSIBILITY. If, on further inspection, additional parts or repairs are needed, the Customer will be contacted for authorization.

BODY	\$45 P/H	REFINISH	\$45 P/H
PAINT MATRLS.	\$25 P/H	FRAME	\$48 P/H
MECHANICAL	\$95 P/H	STORAGE	\$40 P/DAY
*TIRE DIS FEE	\$3.00 P/NEW TIRE	*HAZ WASTE	\$5
*BATTERY FEE	\$2 P/BATTERY	TEARDOWN FEE	\$200/5 HR
*SHOP SUPPLIES	\$5 P/BODY HR	SHOP CHRGE/ADM.	\$95

*Florida Statute (s.559.904(4)) "This represents costs and profits to the motor repair facility for miscellaneous shop supplies or waste disposal."

Storage Policy:

Once the repair of the vehicle is completed, the vehicle must be picked up and paid in full within 72 hours of notice or storage charges will accrue. If vehicle is returned to a Customer before repairs are performed, storage beginning the day the vehicle was brought in, diagnostic charges, tow bill, handling charges, including reassembly, will be paid before the vehicle is released. **No storage is due if the vehicle is repaired at Premiere Body Stop, except as stated hereinabove.**



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Personal Items:

I, the Customer, will be responsible for loss or damage to my vehicle from fire, theft and accidents. Furthermore, I, the Customer, will be responsible for any personal items left in the vehicle (or any loss caused beyond our control). I, the Customer, represent and agree to remove all personal items from my vehicle before any work is commenced.

Auto Rental Charges:

Be advised that most insurance companies will not pay for auto rental past the date of vehicle completion. Also, most insurance companies have a limit on how many days or dollar amount of rental they will pay. Check with your insurance company to confirm what your policy will pay. Any rental charges above the amount paid by the insurance company are the responsibility of the customer. Please see the Average Days of Repair Completion chart to see approximately when your vehicle will be completed.

Warranties:

Premiere Body Stop agrees to give a **Lifetime (as long as you own your vehicle) Limited Warranty** on labor repairs performed by Premiere Body Stop. **Parts and paint are covered by separate manufacturer's warranties.** The Customer shall notify Premiere Body Stop in writing by certified mail, return receipt, within forty-eight (48) hours of any non-conforming work or any damages caused by Premiere Body Stop, its employees and/or agents. The Customer acknowledges and agrees that by failing to notify Premiere Body Stop within said forty-eight (48) hour period, the Customer is waiving its rights and releasing Premiere Body Stop, its employees and/or agents of all liability under this Agreement and for any matter arising out of their relationship, except for the lifetime limited warranty on labor repairs. Upon receiving written notification by certified mail, return receipt, of any non-conforming work or damages caused by Premiere Body Stop, Premiere Body Stop may re-execute the work or cure any damages, respectively, that Premiere Body Stop believes, in its sole discretion, does not conform to this Agreement, and/or has been caused by Premiere Body Stop. The Customer is obligated to pay all balances and comply with all terms and conditions herein as a condition precedent to this warranty being given and/or remaining in force. If any balance remains unpaid, this warranty will be voided automatically.

Terms of This Agreement:

The Customer agrees to carry full property casualty and liability insurance.

The Customer and Premiere Body Stop agree that this Agreement shall not be assignable without the written consent of all parties hereto.

The Customer hereby agrees to pay One Hundred (\$100.00) Dollars for any returned check, such as non-sufficient funds, account closed, stop payment, or for any other reason, or the highest amount allowed by law.

This Agreement shall be construed in any case where doubt may arise in such a manner as will make it lawful and fully enforceable, and in the event that any part shall be deemed unenforceable or illegal, then it is the intention of the parties hereto that such part be severed and only the remainder be enforced.

For purposes of interpretation and construction of this Agreement, this Agreement shall be deemed to have been drafted by both parties hereto.

This Agreement constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or oral, respecting the subject matter herein. This Agreement may only be amended by an agreement in writing executed by all of the parties hereto, and Customer acknowledges and agrees that no oral representations have been made and that the Customer is not relying on any oral representations of anyone in connection with this Agreement. **The parties agree that they have neither relied on any representations nor have any representations been made which induced the Customer to enter into this agreement.**

All claims or disputes between Premiere Body Stop and the Customer arising out of or relating to the contract, or the breach thereof, shall be decided by arbitration in accordance with the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with the applicable law in any Court having jurisdiction thereof.

A waiver by either party of any term or condition of this Agreement in any instance shall not be construed as a waiver of any other term or condition. All remedies, rights and obligations contained in this Agreement shall be cumulative.

This Agreement shall be construed in accordance with the laws of the State of Florida. Any action brought to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Broward County, Florida.

The headings used in this Agreement are used for reference purposes only and are not deemed controlling with respect to the contents thereof.

This Agreement may be executed in any number of counterparts, and each such counterpart shall, for all purposes, be deemed to be an original.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in litigation or Arbitration shall be entitled to receive reasonable attorney's fees, expenses, costs of appeal, and necessary disbursements in addition to any other relief to which that party may be entitled.

The terms of this Agreement shall be binding upon and inure to the benefit of and shall be enforceable by the respective successors, assigns, heirs, beneficiaries and personal representatives.

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, certified or registered, postage prepaid, with return receipt requested. Notices delivered personally shall be deemed communicated as of actual receipt, and mailed notices shall be deemed received five (5) days after the date they were mailed. For purposes of such notice, the address of the parties, until changed by modification, shall be as set forth hereinabove.

Repair Authorization Signature/Acknowledgment of Policies

Customer Signature _____

Date _____