

AB&AB, Inc.

# Dayas Custom Auto

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## AGREEMENT TO ESTIMATE AND NEGOTIATE REPAIRS AND COMPANY REPAIR POLICIES

CUSTOMER NAME \_\_\_\_\_ DATE \_\_\_\_\_ CELL PHONE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ OFFICE PHONE \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ HOME PHONE \_\_\_\_\_  
 CAR MAKE \_\_\_\_\_ YEAR \_\_\_\_\_ MODEL \_\_\_\_\_ COLOR \_\_\_\_\_  
 INSURANCE CO. \_\_\_\_\_ OWNER OF CAR \_\_\_\_\_

Thank you for giving us the opportunity to provide you with our superior collision repair service. To facilitate in the repair process of your vehicle, please read the following carefully. If you have any questions please do not hesitate to ask your advisor.

I hereby authorize Dayas Custom Auto to do the necessary repair work on my vehicle. This includes the estimate, disassembly and test driving of the vehicle. Dayas Custom Auto may operate my vehicle for the purpose of testing, inspections, and delivery at my risk. Removal of your vehicle once drop off or towed in will incur charges as deemed necessary.

Dayas Custom Auto assumes no responsibility for any item left in the vehicle or for any non-factory accessories (i.e. CD's, tapes, ipods, MP3s, radar detectors, E-pass, mobile navigation units, DVD's, speakers, stereo systems, etc.). Dayas Custom Auto will not guarantee any aftermarket, used, or reconditioned parts; although, insurance will guarantee these items.

Please make sure gas is filled to at least a quarter of a tank prior to dropping vehicle off for repairs. Failure to do so will incur unnecessary charges to you. \_\_\_\_\_ Initials

All charges for repairs must be paid at the time of delivery. For your convenience, we will accept insurance drafts and any form of certified funds. **WE ACCEPT PERSONAL CHECKS ONLY UP TO \$500.00 BUSINESS CHECKS UP TO \$1,000.00. WE DO NOT ACCEPT ANY FORM OF PLASTIC.**

An express mechanics lien is acknowledged on the above vehicle to secure the amount of repairs and charges thereto and I further agree to pay reasonable attorneys fees and court costs in the event legal action is necessary to enforce this contract.

Please understand that estimates are prepared from an estimating manual that is commonly used by body shops and insurance companies alike, and that part prices stated therein are not always accurate and that all parties concerned are aware of this fact. For this reason, at the end of the repair, there may be a supplemental billing to the original estimate which will include any parts price increases and charges for any items marked "OPEN" on the estimate or other damage discovered during the repairs.

**TIME.** Your estimator will give you their best estimate of the number of working days required to repair your car. **THIS IS ONLY AN ESTIMATE, NOT A PROMISE** and applies only to the work being done by Dayas Custom Auto and not any work being done by your or our mechanic or top shop, dealership or other sublet vendors. Other factors adding to the repair time to consider are: the amount of time it takes for the insurance company representative to come out and agree upon the repair price with our estimator, and the availability of all necessary parts and paints.

Sometimes there is hidden damage not found at the time the original estimate is written. Should this be the case, all work must stop until the insurance company has had the opportunity to verify the newly found damage.

**RENTAL.** In cases when vehicle repair time exceeds any rental coverages, Dayas Custom Auto is not responsible for any rental charges incurred.

**BILLING.** All insurance companies demand the right at the end of the repair to re-inspect the car and verify the bill **BEFORE** payment is made and the **CAR IS RELEASED**. The insurance company will process payment for your claim and deliver the necessary documents or checks at their own convenience and it is difficult to say how long that will take.

Please remember that our billing cannot be closed and presented to the insurance company until the repair has been completed and all vendors have supplied us with their invoices. Therefore, the day your car is finished and the day that it is ready for delivery may not be the same if you are relying on the insurance company for payment.

**PAYMENT.** Please contact your estimator regarding payment **BEFORE** you come to pick up your vehicle. **WE DO NOT ACCEPT PERSONAL CHECKS FOR MORE THAN \$500.00 OR BUSINESS CHECKS FOR MORE THAN \$1000.00.** You will need a Florida Drivers' License and your check must be drawn on a local bank. It is the customer's responsibility to obtain all the necessary signatures on the checks submitted for payment. **WE DO NOT ACCEPT CREDIT, DEBIT, ATM CARDS, CREDIT CARD CHECKS, OR STARTER CHECKS.** \_\_\_\_\_ Initials.

**SUMMARY OF USUAL PROCEDURE.** In general, the insurance company will issue a check based on the initial estimate and send it to you or to us when we start the repair work, or soon thereafter. Then, after the repair has been completed and we submit a final bill, they will issue a supplemental check for the parts price increases, open items and any other charges accrued during the repair. You will need to sign over the insurance check that may have already been issued. Also, at the time of delivery, you must pay your deductible and other authorized charges you may have incurred, and sign any documents related to our obtaining payment in full. **REMEMBER, AT ALL TIMES, YOU ARE LIABLE FOR THE ENTIRE REPAIR BILL AND ANY PART THEREOF THAT IS NOT PAID BY THE INSURANCE COMPANY.** At the discretion of Dayas Custom Auto full payment is required upon delivery including but not limited to original estimate total, deductible and any supplements.

**FAILURE TO TAKE DELIVERY.** Notification will be given by telephone when the repair is completed. If, within 3 days after having been notified that your car is ready for delivery, you do not pick up your car and pay for it in full, and if you have not obtained a written or verbal agreement from Dayas Custom Auto to keep your car for additional time, your car will be placed in storage at the rate of \$40.00 per day, to offset costs for insurance and security and interest will be charged on the full bill at the current bank lending rate.

Should there be a problem with your repaired car, you must immediately notify Dayas Custom Auto of the problem, and within a reasonable time return the car to Dayas Custom Auto.

**POWER OF ATTORNEY.** I hereby authorize the insurance company to pay Dayas Custom Auto direct, and in the name of the same, all approved supplement payments resulting from my loss. I do hereby authorize Dayas Custom Auto to sign any drafts or documents on my behalf for the additional repairs, if need be.

Owner/Owner's Agent \_\_\_\_\_

**PLEASE FAX BACK TO (407) 781-1418**

Date \_\_\_\_\_