

Customer name _____

Best phone number to reach you () _____ or e-mail _____

Vehicle: Year _____ Make _____ Model _____

Insurance company paying for repair _____ Getting a rental car? Yes ___ No ___

Insurance claim number _____ Deductible Amount \$ _____

Has an insurance check been sent to you? Yes ___ No ___ Amount\$ _____

Is there a third party payee on the check? Yes ___ No ___

Rife's Autobody--Westerville Inc., Rife's Autobody--Grandview, Grandview-Fifth Auto Service Inc. (individually and collectively referred to as "Rife's" herein), hereby agrees to repair Vehicle for _____ (individually and collectively referred to as "Customer" herein), and Customer agrees to hire Rife's and pay it for such repair upon the following terms and conditions. The charges in this contract apply to both repaired vehicles and vehicles declared to be a total loss:

1. Customer requests Rife's to make repair to Vehicle. Customer expressly represents to Rife's that Customer has the lawful right to authorize repairs to be made to Vehicle, whether by right of ownership, leasehold interest, or direct authorization from the owner of Vehicle. Rife's shall repair or replace any parts on Vehicle which Rife's determines in its professional judgment are necessary. Customer acknowledges that the actual repair or replacement performed by Rife's can be different from the insurance company's estimate. In such case, Rife's may elect to interface with an insurance company to streamline the payment process for Customer, but Customer agrees that this is performed solely as a courtesy to Customer and understands that Rife's is not acting as an agent of Customer.
2. Due to unforeseen circumstances beyond the control of Rife's, estimated completion and delivery dates are approximate. Therefore, Rife's is not responsible for vehicle rental costs or other damages and expenses due to completion and delivery beyond the estimated date.
3. The prices for all parts are estimated and subject to change upon receipt of the invoice. If parts identified on the estimate are not available for any reason, Rife's reserves the right to repair such parts and adjust the costs of repair accordingly.
4. Rife's is authorized to operate Vehicle on roads and highways for the purpose of testing, inspecting, or transportation between Rife's shops as deemed necessary for repair. Customer waives and releases Rife's from any damages caused to customer's Vehicle as a result of such operation.
5. Rife's is not responsible for loss or damage to Vehicle or to items left in Vehicle caused by fire, theft, or any other cause beyond Rife's control. Rife's is not responsible for dead batteries, window tint, car phones, CD's, alarms, radar detectors, custom electronics, etc. Customer waives and releases Rife's for any such loss or damage.
6. If Vehicle repaired hereunder is not picked up by Customer within seven days after Rife's notifies Customer that the repair work is completed, a daily storage charge of \$25.00 per day will be added to Customer's final bill. In addition, if Vehicle is declared a total loss, or not repaired, Customer will be charged a storage fee of \$25.00 per day from the date Vehicle arrived at Rife's until Vehicle is removed from Rife' premises. Customer authorizes Rife's to retain Vehicle and release Vehicle only upon full payment of all charges.
7. Customer agrees to pay a standard hazardous waste charge of \$6.00 to compensate Rife's for the expense of complying with laws governing disposal of hazardous waste material generated by the repair of Vehicle. Customer also agrees to pay a minimum shop supply charge of \$5.00 and an energy charge of \$9.68 to all repair orders. Customer also agrees to pay administrative charges that apply to the repair of Vehicle.
8. In the event that Vehicle was towed to Rife's and Rife's is required by the towing company to pay its fees to gain possession of Vehicle, Customer agrees to pay those towing fees.

9. If Vehicle has been disassembled by Rife's in any manner to determine the extent of damage and the costs of repairs, and Rife's does not complete repairs, Customer agrees to pay a disassemble and reassemble charge calculated at Rife's posted labor rates. Customer also agrees to pay a fee for any disassembly of a vehicle declared to be a total loss.
10. All old parts will be discarded unless otherwise instructed by Customer in writing at the time this agreement is signed.
11. I understand that Rife's, in exercise of its professional judgment, will repair Vehicle safely and properly. This may involve using better parts and/or safer repair techniques than those for which my insurer or a responsible third party may reimburse me. My insurer or responsible third party might deny payment for repairs that Rife's deems necessary or proper in the exercise of professional judgment. I understand and agree that I will be financially responsible for all repair services provided to me, which may include charges for administrative fees, towing, parking, storage, parts, and other costs and expenses as they are listed on the final invoice, even if payment is denied by my insurer or a responsible third party. I UNDERSTAND THAT I AM FINANCIALLY RESPONSIBLE FOR ALL CHARGES. X _____ (Customer initials)

Cancellation Policy

In the event Rife's has ordered parts for Vehicle and Customer cancels the repairs, Customer will be responsible for restocking fees Rife's incurs from the parts suppliers.

Payment Policy

1. If you are issued a check by the insurance company for payment of the cost of repairs and the check requires a bank or lending institution's endorsement, Rife's must have possession of the check endorsed properly upon delivery of Vehicle.
2. Rife's will accept personal and business checks up to \$250.00. Rife's also accepts Discover, Visa, MasterCard, cash and money orders. No third party payments will be accepted (other than from an insurance company). X_____ (Customer initials)
3. Customer hereby agrees to grant Rife's a Limited Power of Attorney for the purpose of signing, endorsing, and negotiating any checks received for payment on Customer's behalf of Rife's charges. Customer also authorizes any and all supplements to be paid directly to Rife's.
4. A \$30.00 returned check fee will be assessed on all insufficient funds and stop payments.
5. In the event that Customer fails to pay Rife's the repair costs, or the charges accrued on a total loss vehicle as authorized herein, Rife's shall have a valid Ohio common law artisan's lien on Vehicle to secure the prompt payment of the amounts due hereunder. Customer agrees that Customer will not engage in any act to transfer title to Vehicle to any party or entity until Rife's has been paid in full. Customer acknowledges that transferring title to anyone prior to full payment to Rife's is harmful to Rife's business and Rife's has no obligation to release Vehicle to any later title owner.
6. By executing this agreement, Customer expressly agrees to assign to Rife's all of Customer's benefits, rights, and powers as an insured party under Customer's automobile insurance policy with Customer's insurance company, or as a third-party claimant under the automobile insurance policy of the at-fault party, whichever the case may be.
7. In addition, Customer agrees to pay all of Rife's charges, costs, fees, and expenses associated with Rife's collecting any amounts due and payable under this agreement, including, but not limited to, all of Rife's attorney's fees.

I understand that Vehicle will not be released until Rife's has received payment in full and/or guarantee of payment from the insurance company. I agree that this agreement shall be governed by and construed under the laws of the State of Ohio and agree that any legal proceeding arising out of this agreement shall be brought in a state court of the State of Ohio for the County of Franklin. I agree that I will not assign my rights under this contract to any person or entity. This agreement contains the entire agreement between the parties. Should any provision of this agreement be found to be unenforceable, such portion will be severed from the agreement and the remaining portions shall remain in full force and effect. By my signature I acknowledge that I have read and agreed to the terms and conditions stated herein:

Signature: X _____ **Date:** _____

You have the right to an estimate of the cost of repairs/services. Your bill will not be higher than the estimate by more than ten percent (10%) unless you approve a larger amount before repairs are finished. If additions must be made to an estimate, please **initial** how you wish to be notified for your approval: _____ written _____ verbal _____ none