

REPAIR ORDER AUTO REPAIR CONTRACT

This Auto Repair Order and Service Agreement (this "Agreement" or "Repair Order") is entered into and made effective as of (the "Effective Date"), by and between [SHOP NAME], a Llc with its principal place of business at [SHOP ADDRESS] (phone [SHOP PHONE]) (the "Shop"), and [CUSTOMER NAME], a Individual residing or located at [CUSTOMER ADDRESS] (phone [CUSTOMER PHONE]) (the "Customer"). Shop and Customer are each a "Party" and together the "Parties."

1. Vehicle

| Field | Description | |-----|-----| | Year / Make / Model | [VEHICLE YEAR] [MAKE] [MODEL] | | VIN | [VIN 17 CHARACTERS] | | License Plate | | | Color | | | Odometer at Intake | [ODOMETER READING AT INTAKE MILES] miles |

2. Customer Concern and Scope of Work

Customer's stated concern.

Scope of work to be performed. [DESCRIPTION OF REPAIR WORK SERVICES]

3. Estimate and Authorization

Shop has provided Customer a written estimate of **\$0.00** (zero dollars and 00/100) for parts, labor, applicable taxes, and fees, consisting of:

- Estimated parts: \$0.00
- Estimated labor: 0 hours × \$0.00 per hour
- Shop supplies, environmental, hazmat, and tax: as itemized on the final invoice

Not-to-exceed. Shop shall NOT perform work exceeding the estimate by more than **10%** without first obtaining Customer's re-authorization. Any such overage approval shall be documented in writing, by telephone (with log entry showing date, time, person spoken to, and amount authorized), or by electronic signature.

Authorization method. Customer authorizes the work described above by **Written**. The signature block at the end of this Agreement constitutes Customer's initial written authorization.

4. Completion and Promised Delivery

Shop estimates completion on or about ****, subject to parts availability, unforeseen conditions discovered during repair, and Customer authorization for additional work.

5. Price, Fees, and Payment

Final charges will be itemized on the invoice. Total estimated charges: **\$0.00**.

Payment. Payment is due **Completion** in one of the following forms: cash, credit_card, check. Overdue balances accrue interest at **1.5% per month** (or the maximum rate permitted by law, whichever is lower).

6. Warranty

Limited Warranty — Magnuson-Moss Warranty Act Disclosure (15 U.S.C. §§2301-2312).

Shop warrants the parts and labor supplied under this Repair Order for **12 months or [ODOMETER READING AT INTAKE MILES] + 12000 miles, whichever occurs first**, against defects in workmanship and (for parts supplied by Shop) defects in materials. This is a **LIMITED WARRANTY**: it covers only the specific parts and labor supplied by Shop and excludes normal wear, misuse, accident, modification, and damage caused by Customer's failure to follow recommended service intervals. Remedy is limited to repair or replacement at Shop's option.

Warranty service. Customer must return the vehicle to Shop for warranty diagnosis and repair. Warranty does not cover towing, loss of use, rental car, lost wages, or incidental or consequential damages, except to the extent such limitation is prohibited by law. **Some states do not allow the exclusion or limitation of incidental or consequential damages, and some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to You.** This warranty gives You specific legal rights, and You may also have other rights which vary from state to state.

7. Replaced Parts

At Customer's request made at the time of authorization, Shop shall return to Customer any parts replaced during the repair, **except** (i) parts required to be returned to a manufacturer or distributor under a warranty or core-exchange agreement (a core charge credit will be noted on the invoice), (ii) parts that are too large or hazardous to transport safely, and (iii) parts Customer has declined in writing.

8. Road Test and Storage

Road-test authorization. Customer authorizes Shop's employees and agents to operate the vehicle on public roads to the extent reasonably necessary for diagnosis, repair confirmation, and quality control. Shop maintains garagekeeper's liability insurance covering vehicles in its care, custody, and control.

Storage charges. Customer shall pick up the vehicle within **3 days** after notice of completion. Thereafter, storage fees of **\$50.00** per day shall accrue and become part of Shop's lien on the vehicle under applicable state garagekeeper's-lien law.

9. Garagekeeper's Lien

Shop shall have a lien on the vehicle for all unpaid charges (parts, labor, supplies, taxes, storage) arising out of this Repair Order under applicable state garagekeeper's / artisan's / mechanic's lien law. The vehicle may not be released until all charges are paid in full, unless Shop agrees in writing to release on account.

10. Refrigerant Handling (40 C.F.R. Part 82 Subpart B)

Any service to the vehicle's air-conditioning system shall be performed by a technician certified under EPA Section 609. Shop shall recover, recycle, or reclaim refrigerant using approved equipment; **venting of refrigerant to the atmosphere is prohibited.**

11. State Consumer-Protection Disclosures

12. Dispute Resolution

Governing law. This Agreement is governed by the laws of the State of [STATE], without regard to conflict-of-laws principles.

Venue. Any action shall be brought exclusively in the small-claims or state courts located in [VENUE CITY], [STATE].

13. General

Entire agreement. This Repair Order (together with any written estimate and invoice) is the entire agreement and supersedes prior oral statements. **Amendments.** Only in a writing signed (or electronically approved) by both Parties or a documented phone authorization. **Severability.** Invalid provisions will be reformed to the minimum extent necessary. **Electronic signatures** are valid under E-SIGN (15 U.S.C. §7001) and UETA.

Signatures

Shop

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Customer

_____ PRINTED NAME

SIGNATURE

DATE