



REPAIR AUTHORIZATION AGREEMENT

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

ADDR: \_\_\_\_\_ HOME PH: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_ CELL PH: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PREFERRED METHOD OF SECONDARY CONTACT: CALL  EMAIL  TEXT

AREA OF DAMAGE: \_\_\_\_\_

SPECIAL REQUESTS, INSTRUCTIONS OR CONCERNS: \_\_\_\_\_

YEAR \_\_\_\_\_ MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ COLOR \_\_\_\_\_

INSURANCE COMPANY: \_\_\_\_\_ CLAIM NO: \_\_\_\_\_

ADJUSTER: \_\_\_\_\_ PHONE: \_\_\_\_\_ ESTIMATE? Y  N

HAVE YOU RECEIVED ANY PAYMENTS FOR THIS REPAIR? Y  N  AMOUNT? \_\_\_\_\_

I have removed ALL personal items (money, firearms, phone, electronics, jewelry, garage door openers, etc. from my vehicle. I understand Joe Myers Collision is not responsible for any articles left in the vehicle.

Initials x \_\_\_\_\_

IN ACCORDANCE WITH Tex. Bus. & Com. Code § 9.609 I UNDERSTAND THE VEHICLE IS SUBJECT TO REPOSESSION, IF PAYMENT FOR THE REPAIR OF THE MOTOR VEHICLE BY A CHECK, MONEY ORDER, OR CREDIT CARD TRANSACTION IS STOPPED, HAS BEEN DISHONORED BECAUSE OF INSUFFICIENT FUNDS, NO FUNDS OR BECAUSE THE DRAWER OR MAKER OF THE ORDER OR THE CREDIT CARD HOLDER HAS NO ACCOUNT OR THE ACCOUNT HAS BEEN CLOSED.

X \_\_\_\_\_ Customer Signature

I HEREBY GRANT JOE MYERS COLLISION WITH LIMITED POWER OF ATTORNEY to accept on my behalf, endorse in my name, place and stead any check or draft issued to cover all or part of the repairs referenced herein. I also authorize all payments to be directed to JOE MYERS COLLISION for all related or supplemental repairs in the above referenced repair/claim, less any applicable deductibles.

X \_\_\_\_\_ Customer Signature

Authorization to Repair. I hereby authorize the repair work herein set forth to be performed with the necessary materials. I give permission for Joe Myers Collision to operate the vehicle described herein on streets, highways, or elsewhere for the purpose of testing and/or inspection. I understand that Joe Myers Collision is not responsible for the loss or damage to the vehicle in case of fire, theft or causes beyond its control. I understand Joe Myers Collision can only give me estimated dates of completion for repairs of my vehicle. Joe Myers Collision is not responsible for any delays caused by the availability of parts, insurance re-inspections, supplemental and/or hidden damage cannot be anticipated and impact completion time. I understand and agree that Joe Myers Collision is not responsible for providing me with a complementary loaner vehicle while my vehicle is in the shop for repair and service work. Larger repairs may take over 30 days to complete and I may need to make arrangements for alternate transportation in the event rental coverage is not sufficient. Any vehicle not repaired, totaled or abandoned will be subject to storage, administrative, towing, transfer or other fees.

**Payment** is due in full when the repairs have been completed unless arrangements have been made with to direct bill the insurance company prior to picking up your vehicle. If you have a deductible, you agree and understand that your payment of the deductible amount, if any, is due at the time the repairs are complete. If you receive an insurance check co-payable to you and your lien holder, the check must be endorsed by your lien holder in order for us to accept it as payment. **In the event that your insurance company sends you a check directly for the repair of your vehicle (before or after repair completion), to hold the check in trust and contact Joe Myers Collision upon receipt of that payment. You will then be directed on how to deliver payment to Joe Myers Collision. Refusal to deliver payments received from insurance will result in Joe Myers Collision taking legal action and seeking collection costs, to include attorney's fees, in addition to the amounts owed.** Joe Myers Collision is able to accept insurance checks as payment only after all parties have endorsed them.

**Initials:** x \_\_\_\_\_

**AGREEMENT TO ARBITRATE--This Agreement to Arbitrate Affects Your Legal Rights.** By entering into this Agreement to Arbitrate, Customer(s) and the Dealership, including any employees, agents, successors or assigns (collectively referred to as "the Parties") agree, except as otherwise provided in this Agreement to Arbitrate, to settle by binding arbitration any dispute whether based in whole or in part on contract, tort, statute, or other equitable relief, including but not limited to any dispute related to (1) the repair of the vehicle including, but not limited to, the inspection, diagnosis, estimate, costs/charges/fees, payment, promises or warranties, or parts used; (2) the condition of the vehicle; (3) any products and services purchased and any resulting transaction or relationship (including any such relationship with third parties who do not sign any documents that are part of the transaction); (4) any other dispute between them related to the repair of the vehicle and any documents that are part of the transaction; and/or (5) any alleged promises, representations and/or warranties made to or relied upon by the Parties and any alleged unfair, deceptive, or unconscionable acts or practices. Such arbitration shall be final, binding, and non-appealable and conducted by a single neutral arbitrator, in Harris County, Texas or such other location as mutually agreed upon by the Parties. The arbitration shall be conducted and administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS") or any other arbitrator subject to the Dealership's approval. Dealership shall pay fees charged by JAMS in connection with any arbitration between the Dealership and Customer pursuant to this Section of this Agreement, except that, should Customer initiate arbitration pursuant to this Section of this Agreement, Customer shall be responsible to pay the initial JAMS Case Management Fee (as defined in the JAMS rules and procedure). You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award.

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\*\*\*\*\* FOR OFFICE USE ONLY\*\*\*\*\*

**VIN** \_\_\_\_\_ **Mileage** \_\_\_\_\_

**TAG** \_\_\_\_\_