

P B C C

PACK BROTHERS COLLISION CENTER, INC

Vehicle Owner:	
Vehicle Information:	
VIN:	

CONTRACT OF REPAIR AND REPAIR AUTHORIZATION

I, _____, own, lease, or have lawful possession and the right
Vehicle Owners Printed Name

to exercise authority over a _____ motor vehicle in need of repair due
Vehicle Year, Make & Model

to a collision or other type of damage. I desire to have repairs made to the vehicle, Pack Brothers Collision Center, INC has agreed to perform those repairs pursuant to the set forth below:

1. **AUTHORIZATION.** Customer expressly represents and warrants that Customer has the lawful right to authorize repairs to be made to the vehicle, whether by right of ownership, leasehold interest, or direct authorization from the owner of the Vehicle. Customer authorizes Repair Facility to repair Vehicle and further authorizes Repair Facility to move, test drive, or otherwise operate the Vehicle for purposes of repairing the Vehicle and determining its functionality.

2. **PAYMENT.** Customer agrees to pay for repairs, parts, fees, taxes, services, and charges which may include charges for towing, parking, and/or storage ("Repair Costs"). Repair Facility shall present Customer with a final invoice at the close of repairs that identifies all repairs, parts, fees, taxes, services, and charges for the repair. Repairer will identify any proceeds or payments received for the Repair Costs and any outstanding balance which must be paid by Customer prior to release of the Vehicle from Repair Facility.

3. REPAIR PROCESS.

a. Damage Analysis

Customer agrees to pay for repairs to the Vehicle specified by Repair Facility's analysis of damage, expected repair cost, and repair plan ("Damage Analysis"), a copy of which has been provided to Customer and is incorporated herein by references as if fully rewritten herein, as may be required by law, and discussed with and approved by Customer prior to the performance of repairs.

b. Additional Damage

Additional damage may be discovered and the need for additional repairs not included on the Damage Analysis may become necessary during the course of repair. In that event, the Repair Facility will promptly notify the Customer of the additional repairs to be made to the vehicle and the expected cost. Repair Facility may provide a supplemental Damage Analysis or may incorporate the additional repairs into a revised version of the original Damage Analysis.

c. Insurer Estimate

Customer acknowledges that any estimate created by or for an insurer is solely for the insurer's internal use in verifying the existence of a valid claim and for deciding an amount of money to reserve from its unrestricted funds for payment of the claim. Customer acknowledges that the insurer estimate is not a blueprint for repairing the Vehicle and has no validity pertaining to the Vehicle's repair.

" Keeping Families Safe for Over 40 years "

6116 Wilkinson Blvd. Belmont, NC 28012 Phone: 704-825-9271 Fax: 704-825-0045



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4. INSURER INVOLVEMENT. Customer acknowledges that an insurer may not have the same desires or interests in the repair of the Vehicle that the Customer or Repair Facility have. An insurer may only be concerned with costs and keeping the repairs to the vehicle as low and economical as possible, which may interfere with Customer's and Repair Facility's interest in obtaining and providing a safe, proper, and satisfactory repair. Repair Facility's commitment regarding the repair is to Customer. Customer recognizes that Repair Facility has no obligation to work with any insurer, allow insurer employees, agents, adjusters, or representatives on Repair Properties' premises, discuss damage to be repaired, parts to be used, repair techniques to be applied, any labor rate or charges with an insurer, or to accept cost estimates prepared by an insurer or its agents. Any discussions, information, or involvement Repair Facility has with an insurer regarding Customer's Vehicle repair is performed exclusively as a courtesy to Customer. To streamline the repair process, it may be advantageous for Repair Facility to have contact with an insurer. However, Repair Facility is under no obligation to have contact with any insurer and may rescind contact at any time, for any reason, or no reason.

5. EFFECTS OF REPAIRS WITH PARTS OTHER THAN NEW OEM PARTS.

a. Lease or Finance Agreement Violation

Customer understands that allowing repairs of the Vehicle to be made with parts made by an entity that is NOT the manufacturer of the Vehicle (which may be called imitation crash parts, non-original equipment manufacturer parts, "quality replacement parts" (QRP), or ("aftermarket parts") or salvage parts (which may be called "like, kind, and quality" (LKQ), or by some other designation) may place customer in violation of the terms of a lease agreement or finance agreement concerning the Vehicle.

b. Decrease In Value.

Customer acknowledges that allowing repairs of the Vehicle to be made with other than new original equipment manufacturer ("OEM") parts may adversely affect the value of the Vehicle.

c. Parts Warranty.

Customer acknowledges that allowing repairs of the Vehicle to be made with other than new OEM parts may adversely impact Customer's ability to have warranty repairs provided and paid for by the manufacturer or distributor in the event of a defect or problem. In addition, salvage parts do not carry any warranty.

d. Parts Election.

Concurrently with this agreement, Customer has executed an election of parts to be used in the repair of Vehicle which is incorporated herein by reference as if fully rewritten herein.

6. LOST OPPORTUNITY AND RIGHT TO EXPECTANCY DAMAGES. Customer recognizes and acknowledges that by undertaking this agreement to repair the Vehicle, Repair Facility will have lost the opportunity to accept other repair contracts and perform other repairs by designating personnel and dedicating resources to the preparation for and engagement of the repair of the Vehicle. In the event Customer decided to breach this agreement, or is persuaded to breach this agreement by a third party (even one privileged to interfere with a contract between Customer and Repair Facility), Repair Facility shall be entitled to the full measure of the cost of repairs, parts, fees, taxes, services, and charges, including charges for towing, parking and/or storage, expected to be paid in the performance of this agreement, together with interest accruing at the statutory rate or as authorized by state law from the date of breach.

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7. **RIGHT TO REFUSE REPAIR TECHNIQUES OR PARTS.** Even if the Customer authorizes the Vehicle to be repaired with parts other than new OEM parts (e.g. "remanufactured wheels"), or utilizing certain repair techniques (e.g. "clipping"), Repair Facility, in the exercise of the professional judgment has the right to refuse to install any part of perform any procedure Repair Facility (and any member of its staff) believe to be unsafe or unethical.

8. **WORKMANSHIP WARRARNTY.** Repair Facility warrants to Customer that the workmanship of the repairs performed in the Vehicle will be under a limited lifetime warranty from the date the Vehicle is released to the Customer, and Repair Facility will correct any defects in workmanship at no charge to customer within that time frame. Customer must notify Repair Facility of the defect and provide Repair Facility with an opportunity to remedy the problem. Any claim, issue, or action pertaining to the workmanship warranty must be brought for binding arbitration before the Coalition for Collision Repair Excellence (CCRE) Arbitration Panel. This warranty is provided for Repair Facility's workmanship only and does not extend to any parts, whether new OEM, new imitation crash parts, or salvages parts, used in repair of the vehicle.

9. **POSSESION AND REPLEVIN.** Customer agrees that Repair Facility shall have a lien against the Vehicle for any and all amounts identified in Section 2 until paid and shall have the right to retain the Vehicle until the Repair Facility is paid in full, as permissible by state law. Customer agrees to pay any and all costs and expenses, including reasonable attorney fees, Repair Facility incurs, relating to any action in replevin.

10. **BINDING EFFECT.** This agreement shall be binding upon the parties, their transferees, successors and assignees, including a new or different owner and/or change in title ownership of the Vehicle until completion of the contract.

11. **ENTIRE AGREEMENT.** This document (including such documents as may be incorporated herein by reference) sets forth the entire terms of this agreement. This agreement may not be altered orally and may only be altered by an agreement in writing signed by both parties.

12. **SEVERABILITY.** If any clause or provision herein contained operates or would prospectively operate to invalidate this agreement in whole or in part, then such clause or provision shall be stricken from this agreement, and the remainder of this agreement.

13. **GOVERNING LAW AND VENUE.** This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of North Carolina. Any action for the breach or enforcement of this action shall be brought exclusively in a court in Gaston County, North Carolina.

Entered into this _____ day of _____, 2018.

Customer Signature

Date

Printed Name of Witness

Witness Signature

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