

Daya's Custom Autos, Inc.

AGREEMENT TO ESTIMATE AND NEGOTIATE REPAIRS AND COMPANY REPAIR POLICIES

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

DAYA'S CUSTOM AUTOS, INC., wishes to thank you for the opportunity to offer you our quality automobile body and paint service. Please assist us in effecting the repair by reading and fully understanding the following, and do not hesitate to ask your estimator any questions you may have.

I hereby authorize Daya's Custom Autos Inc., to do the necessary repair work on my vehicle. Daya's may operate my vehicle for the purposes of testing, inspections, and delivery at my risk.

Daya's assumes no responsibility for any items left in the vehicle or for any non-factory accessories left with the car (i.e. CD's, tapes, tape players, etc.) and will not guarantee any aftermarket, used or reconditioned parts.

Notification will be given by telephone when the repair is completed. A charge of \$30.00 per day, to offset costs for insurance and security, will be assessed beginning three days after notification.

All charges and repairs must be C.O.D. at the time of delivery. For your convenience, we will accept insurance drafts and also any form of certified funds or cash. **WE ACCEPT PERSONAL CHECKS ONLY UP TO \$500.00.**

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.

Customer will be responsible for anti-freeze level in vehicle.

Please understand that estimates are prepared from an estimating manual that is commonly used by bodyshops and insurance companies alike, and that parts 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 will 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 his 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 Daya's Custom Autos and not any work being done by your or our mechanic or top shop 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 to an agreed 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.

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. In addition to the foregoing, there will be a \$10.00 charge to the customer by Daya's Custom Autos Inc. for 3rd party hazardous waste disposal service. (This charge is not a government imposed fee.)

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 unless prior arrangements have been made in advance. 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 CARDS.**

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 been 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 YOUR INSURANCE COMPANY

FAILURE TO TAKE DELIVERY. 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 agreement from Daya's to keep your car for additional time, your car will be placed in storage at the rate of \$30.00 per day 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 Daya's of the problem, and within a reasonable time return the car to Daya's.

POWER OF ATTORNEY. For consideration of repairs made to this vehicle, I hereby grant my POWER OF ATTORNEY to sign or endorse any checks and/or drafts made payable to me, and any release there to, as settlement for my claim for damage to this automobile.

Owner/Owner's Agent _____

If you wish Daya's Auto to accept your verbal authorization to begin repairs on your car, please initial: _____ Date _____