**Auto Repair Contract Sample and Template**

**Authorization**

[Customer.Name] hereby warrants that they hold the rights and legal power to authorize repairs for the aforementioned vehicle, because they either: own the vehicle, have been allowed by the lease agreement, possess a written consent from the owner of the vehicle.[Customer.Name] has accepted and appointed [Company.Name] to proceed with the repairs required and mentioned herein as well as to conduct reasonable on-road vehicle tests.

**Payment**

The Customer promises to pay the full amount for the repairs mentioned herein to the [Company.Name] immediately after all the necessary steps for repairing have been performed and to only pick up their vehicle after all the financial obligations have been fulfilled. The Customer promises to make full payments for all the charges that have been incurred due to the repairs conducted such as the cost of vehicle parts, labor, and any taxes. All the payments will be made after the customer has received all the relevant receipts. The vehicle will only be returned to and allowed to be picked up after all due payments have been made to the company by the customer.

**Repair Process**

The company has the following repair process:

* 1. **Vehicle analysis:** In this step the employees at the company fully review the condition of the vehicle and look for all faults and damages present. A detailed list is made of all the faults and the repairs needed, this list also includes the cost that will be incurred due to the respective repairs. This first step has been conducted prior to this agreement and the Customer warrants that he has received the list comprising a description of the repairs needed and their respective costs.
	2. **Additional Damages:** The company may find additional faults or damages following the repairing process. In case such additional faults or damages are uncovered the company will postpone their repairings and deliver a notice to the customer. The company promises to not conduct any other repairs other than the repairs described in herein unless written consent from the Customer has been obtained.
	3. **Insurer Estimate:** In case the buyer has an insurance policy for the repairs mentioned herein and the buyer requests an insurance estimate from the Company to submit for the purpose of an insurance claim. The company will comply with the customer and create an estimation for the insurance agency provided that the estimate is only used by the insurance agency for the sole purpose of validating the claim. And by the company to secure payment for the repairs.

**Communication with Insurers**

The customer understands that the company has no relationship or obligation to the insurance agency or agent. The company will only be under the obligation to serve the Customer and to conduct safe and adequate repairs in a timely manner and does not have any obligations such as communication or assistance towards the insurance agency or agent. Moreover, the company is under no obligation to allow access to their workshop or facilities for any reason by any of the insurance agents.

**Non-OEM Parts**

The customer acknowledges that in case any repairs are made by using Non-OEM parts (or aftermarket parts) may cause the following:

* 1. Lease or Finance Violation: Most lease or finance agreements do not permit the usage of Aftermarket parts for any repairs or modification and using such parts may lead to violation of those agreements.
	2. The decrease in Value: When aftermarket parts are used for repairs the overall value of the vehicle may decrease.
	3. Manufacturer Warranty: Some of the original warranties provided by the vehicle manufacturer require that only OEM parts are used for repairs in order to keep the warranty valid. When non-OEM parts are used the warranties may be rendered invalid.

In consideration of the aforementioned risks, the company promises to avoid any usage of parts that have been prohibited by the customer and to only use parts approved or designated by the Customer. This agreement advises the Customer to review and keep the aforementioned risks in mind when deciding what parts, he wants to use for the repairs.

While the customer reserves the right to elect any parts for usage as he wishes, the company also reserves the right to evaluate the consequences of their usage and refuse such usage if they are deemed to be unsafe or problematic otherwise.

**Labor Warranty**

The Company will provide the customer a limited warranty for the repairs mentioned herein conducted on the vehicle. This warranty will remain in effect for one (1) calendar year following the completion of all the aforementioned repairs. During the warranty period, the Company promises to correct any defects related to the repairs performed pertaining to this agreement at its sole expense. The provided warranty only covers the cost of labor, and does not include the costs coverage of any parts used for the authorized repairs.

**Binding Contract**

By signing this agreement both parties acknowledge and accept this agreement as legally binding and enforceable on both parties and accept that it will be inured to their future successors, assignees or heirs.

**Additional Services**

The company will not perform any additional services that are not included in this Agreement unless a written consent of the Customer has been obtained.

**Entire Agreement**

Both parties accept this agreement as the only legally binding and enforceable document and any statements or agreements made by either party outside this agreement will not be given privilege over this agreement.

**Penalty for NonPayment**

If the customer fails to make full payments pertaining to the services and repairs received for the vehicle within thirty (30) days of completion, the Company is granted the right to resell the vehicle to a third-party in order to recover their expenses and costs for the performance of aforementioned repairs.

**Customer Approval**

By signing below, the Customer accepts all the terms and conditions set forth herein and accepts the full acknowledgement of the repairs and their respective costs listed herein.

Customer:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_