Authorization for Vehicle Repair and Amounts Due ("Authorization")

Owner:		**Vehicle:** (yr/make)	
Address		Arrival at Shop:	(date)
City/ST/Zip			(time)
Email:	☐ email	Plate/Reg#:	(State)
Phone:	☐ call ☐ text	Odometer:	(miles)
Reason(s) Vehicle is at the Shop:			

Owner grants this Authorization for Shop to repair and perform Services upon Vehicle for the above Reason(s). Owner or Agent has authority or sufficient interest in Vehicle to freely and intelligently bind all Vehicle owners for full payment of Services and hereby does so.

If present, Owner authorizes all Services at the price listed on an attached itemized appraisal, and may additionally be asked to authorize, whether verbally or in writing, repairs discovered later at a revised price. Owner won't transfer any claim against Shop, and shall give Shop the opportunity to resolve a dispute between the parties prior to any public review or legal action.

Shop is authorized to operate/move/access Vehicle, its contents and all data for any purpose related to Services or Owner and is not responsible for damage or sharing of the same. Services may take more than one day, and Owner has a right to receive or inspect replaced parts upon completion by electing so in writing within 24 hours of delivering this Authorization.

Title to Vehicle shall not transfer until Shop is fully paid. Owner's responsibility to pay includes attorney's fees, collection, and court costs necessary to defend Shop's legal rights. Shop may require Owner to assist in collecting on invoice and will reimburse reasonable expenses.

Vehicle cannot be returned to pre-accident condition without use of OEM inspections, procedures, and parts. Insurers may dictate the use of certain non-OEM parts, but Owner is responsible for any delay and costs if Shop determines said part(s) cannot be used safely. Shop solely determines safety decisions and not any document prepared by or for an insurer.

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Shop: Marshall's Autobody | 128 Pond Street | 978-667-5000
Email: info@marshallsab.com | Billerica, MA 01821 | RS637

Owner hereby waives the issue of venue for enforcement of this Authorization. By receiving this Authorization Shop forgoes other opportunities and is entitled to full costs and charges of Services expected to be paid in the performance of this Authorization, including where Vehicle is deemed a *total loss*, together with interest from the date of any breach until paid.

Services include disassembly, preparation, diagnosis/testing, photographing, documenting, research, analysis, administrative fees, costs of and related to parts, labor, taxes, cleanup and disposal of hazardous material, sublet costs (with Shop mark-up), daily storage, and all other activities related to the Reason(s) for Vehicle repair. Owner has reviewed and accepts Services as commercially reasonable when performed by Shop, to include estimate/diagnosis charges and daily storing charges.

Replacement transportation is the responsibility of Owner; delays in authorizations or insurer actions may incur additional fees and affect the timeline for Services beyond the delay. A party may end repairs in this Authorization by providing the other written notice, while all remaining provisions stay in effect. In no event will the Shop's liability for Services exceed the total amount paid to Shop under this Authorization.

The parties agree that this Authorization: (1) consists entirely of and is governed by these three pages; (2) attaches to Vehicle and is binding upon Owner and all successors in interest; (3) can only be modified in writing signed by Owner and Shop; and (4) has been delivered to Owner, who may request additional copies from Shop as needed. Should any clause of this Authorization be found unenforceable, that clause shall be narrowly stricken to give full force and effect to all remaining parts.

Owner Declaration: In addition to the above authorizations and understandings which I lawfully undertake, I understand that I have the right to know before authorizing any repairs what the repairs to my Vehicle will be and what their cost will be. Shop need not obtain approval from me for repairs or inform me prior to performing repairs what the repairs are or their cost, if the total amount of repairs does not exceed the Pre-Approved Total Cost below, if any. (Optional "Waiver" per 940 CMR 5.05(3)(d))

$ _____ Signature: _____

Pre-Approved Total Cost — Vehicle Owner, or Agent

Shop use only:

VIN:		Date of Loss:	
Add'l Auth'n	(repairs/cost) (name and phone#)	Date/Time: Shop E'ee:	

Shop: Marshall's Autobody — 128 Pond Street — 978-667-5000

Email: info@marshallsab.com — Billerica, MA 01821 — RS637

Marshall's Autobody (**TaxID: 04-2847607**)
128 Pond Street (**RS637**)
Billerica, MA 01821

Insurer:
Claim:
Date of Loss:

Services may be payable under one or more insurance claims, I authorize you (Shop) and **direct any relevant first- or third-party insurer** as follows:

Direction to Pay: Per 211 CMR 123, time is of the essence and insurer shall: tender all payments for Services by check or cash directly to Shop within five days of insurer's original appraisal or within three days of insurer's prompt evaluation of any supplement request; notify Shop of any attempt to rescind this direction; and name the Shop on each payment for property damage, per G.L. c. 255, § 25.

I assign to Shop all rights: against any responsible party/insurer (first- or third-party); under an insurance claim; and to commence action for legal violations and payment of Services including Services not listed in an initial appraisal. **Insurer shall release to Shop** all information regarding any related claim under any related policy, including claim numbers, policy language, coverage limits, applicable deductibles, liability determination, pictures, appraisals, total loss report(s), market valuations, and any other related information.

To save time and costs, Shop may use an **expedited supplemental appraisal process** with any insurer responsible for payment under any policy/claim potentially covering the Reason(s) my Vehicle is at your shop.

Shop's final invoice must be paid in full, including the costs of any sublet services, prior to release of statutory lien. Services also includes the below rates which: I accept as reasonable; may be flat rate, estimated, or actual; is not exhaustive; and may reasonably increase from time to time as the Shop's costs of doing business increase.

Body/Paint/Structure	$70/hour	Paint Materials	Per RMC
Mechanical/Electrical	$125/hour	Aluminum/Exotic	$125/hour
Commercial/Heavy	$125/hour	Estimates/Supplements (Negot.)	min. $200 ($100)
Frames	$90/hour	Stall Tie Up	$125/day
Daily Storage (In/Out)	$125/$95	Towing (Gate Fee)	Cost+25%($100 min)
Blueprinting/OE Research	min. $200 each	Vehicle/Property handling	min. $75 each

Owner: _____ (Printed)

Signature: _____ Vehicle Owner, or Agent

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