

AUTO REPAIR AUTHORIZATION AND SERVICE AGREEMENT

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This Auto Repair Authorization and Service Agreement (this "**Authorization**") is entered into as of [DATE] (the "**Effective Date**") by and between:

[SHOP LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] doing business as [SHOP DBA NAME], with its repair facility at [SHOP ADDRESS] (the "**Shop**"); and

[CUSTOMER NAME], an individual residing at [CUSTOMER ADDRESS] (the "**Customer**").

The Shop and the Customer are each a "**Party**" and together the "**Parties**."

Recitals. The Customer owns or lawfully controls the vehicle described below (the "**Vehicle**") and wishes to authorize the Shop to inspect, diagnose, and repair it. The Shop is willing to perform that work on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

Vehicle and Authorization Summary. Year/Make/Model: [YEAR / MAKE / MODEL]; VIN: [VIN]; License plate: [PLATE / STATE]; Odometer at intake: [MILEAGE]. Reported concern: [DESCRIBE SYMPTOM OR REQUESTED SERVICE].

1. Authorization to Inspect and Repair

1.1 Grant of authority. The Customer authorizes the Shop and its technicians to inspect, road-test, diagnose, and perform the repairs and services described in this Authorization and any approved estimate on the Vehicle.

1.2 Scope of work. The initial authorized work consists of: [DESCRIBE AUTHORIZED REPAIRS / SERVICES]. Work beyond this scope requires a supplemental authorization under Section 3.

1.3 Diagnostic charges. The Customer authorizes diagnostic and inspection work up to [DIAGNOSTIC CAP, e.g. \$150]. A diagnostic or teardown fee applies whether or not the Customer authorizes the recommended repairs, and is disclosed on the estimate.

1.4 Test drives. The Customer authorizes the Shop's personnel to operate the Vehicle on streets and highways for the purpose of testing, inspection, and delivery, at the Shop's risk while in its custody as provided in Section 7.

2. Estimate and Pricing

2.1 Written estimate. Before beginning repair work, the Shop will provide a written or electronic estimate of parts and labor. The Customer's signature or electronic approval on the estimate authorizes the work described in it.

2.2 Estimate variance. Final charges may differ from the estimate. To the extent applicable law sets a maximum allowable overage above an estimate without further consent, the Shop will obtain the Customer's approval before exceeding the estimate by more than the amount permitted by law in [STATE] or by [PERCENTAGE / DOLLAR AMOUNT], whichever is less.

2.3 **Labor rate.** Labor is billed at **[\$ PER HOUR]** or by published flat-rate guide, as noted on the estimate. Shop supply, environmental, and disposal fees, if any, are itemized.

2.4 **Parts.** Unless the Customer specifies otherwise, the Shop may use new, remanufactured, rebuilt, or used parts as appropriate. Part type is noted on the invoice. The Customer **[MAY / MAY NOT]** request return of replaced parts at the time of authorization, except parts that must be returned to a supplier under a core charge or warranty exchange.

3. Additional or Supplemental Work

3.1 **Discovery of further issues.** If the Shop discovers conditions requiring work beyond the authorized scope, it will stop and contact the Customer for approval before proceeding.

3.2 **Method of approval.** The Customer authorizes the Shop to obtain supplemental approval by **[PHONE / TEXT / EMAIL]** at **[CONTACT NUMBER / EMAIL]**. The Shop will record the date, time, person contacted, and amount approved.

3.3 **No verbal-only changes to written terms.** Supplemental approvals add to the authorized scope but do not change the other terms of this Authorization, which may be modified only in writing signed by both Parties.

4. Payment

4.1 **Payment on completion.** The Customer will pay all authorized charges in full when the Vehicle is ready for pickup, unless the Parties agree in writing to other terms.

4.2 **Accepted methods.** The Shop accepts **[CASH / CARD / CHECK / OTHER]**. Returned checks are subject to a fee of **[\$ AMOUNT]** to the extent permitted by law.

4.3 **Deposits.** A deposit of **[\$ AMOUNT]** toward parts or special orders is **[REFUNDABLE / NON-REFUNDABLE]** as stated on the estimate, subject to applicable consumer-protection law.

4.4 **Taxes.** Stated prices are exclusive of sales and use taxes, which the Customer will pay as required by law.

5. Mechanic's Lien and Storage

5.1 **Possessory lien.** To the extent permitted by the law of **[STATE]**, the Shop retains a lien on the Vehicle for the unpaid balance of authorized charges until paid in full, and may retain possession of the Vehicle until payment.

5.2 **Storage charges.** If the Customer does not retrieve the Vehicle within **[NUMBER]** days after notice that it is ready, daily storage of **[\$ PER DAY]** may accrue to the extent permitted by law.

5.3 **Enforcement under local law.** Any sale or other enforcement of a lien will follow the notice, waiting-period, and procedural requirements of applicable **[STATE]** law, which vary and govern over any conflicting term here.

6. Warranty on Work

6.1 **Limited warranty.** The Shop warrants its workmanship for **[NUMBER]** days or **[NUMBER]** miles, whichever occurs first, from the date of completion.

6.2 **Parts warranty.** Parts carry only the warranty, if any, offered by the parts manufacturer or supplier, which is passed through to the Customer.

6.3 **Exclusions.** This warranty does not cover damage from misuse, accident, neglect, continued operation after a fault appears, unauthorized adjustment, or normal wear. **[STATE-SPECIFIC AND FEDERAL CONSUMER**

WARRANTY RIGHTS MAY APPLY AND ARE NOT WAIVED.]

6.4 **Remedy.** The Shop's sole obligation under this warranty is, at its option, to re-perform the defective work or refund the labor charge for it.

7. Risk, Insurance, and Personal Property

7.1 **Care while in custody.** The Shop will exercise reasonable care for the Vehicle while in its possession but is not an insurer of the Vehicle.

7.2 **Customer insurance.** The Customer represents that the Vehicle is insured or acknowledges it is uninsured and accepts the associated risk.

7.3 **Personal property.** The Customer is responsible for removing valuables and personal property from the Vehicle before service. The Shop is not liable for loss of personal property left in the Vehicle, except to the extent caused by its negligence.

7.4 **Fire, theft, and casualty.** The Shop is not liable for loss or damage from fire, theft, weather, or causes beyond its reasonable control, except to the extent applicable law provides otherwise.

8. General Provisions

8.1 **Authority of Customer.** The Customer represents that they own the Vehicle or are authorized to order repairs on it.

8.2 **Governing law and venue.** This Authorization is governed by the laws of the State of [STATE], without regard to conflict-of-laws rules. The Parties submit to the courts located in [COUNTY, STATE].

8.3 **Consumer rights preserved.** Nothing in this Authorization waives any non-waivable right the Customer holds under applicable consumer-protection or automotive-repair law, which governs over any conflicting term.

8.4 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.5 **Entire agreement; amendment.** This Authorization, with any approved estimate and supplemental approvals, is the entire agreement on its subject and may be amended only in writing signed by both Parties.

8.6 **Counterparts and electronic signature.** This Authorization may be signed in counterparts and by electronic signature, each of which is an original.

IN WITNESS WHEREOF, the Parties have executed this Authorization as of the Effective Date.

SHOP

CUSTOMER

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE]

Title: N/A

Date: _____

Date: _____

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