



MARTIN'S COLLISION CENTER

2540 S. MYRTLE AVE

SANFORD, FL 32773-5150

Federal Tax ID# 46-4139595

VIN: X

(407)-323-7075

FAX: (407)-323-8000

Email: repair@martinscollisioncenter.com

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN: I, UNDER STATE LAW, AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$100.00.

I REQUEST A WRITTEN ESTIMATE

I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS REPAIR COSTS DO NOT EXCEED \$ \_\_\_\_\_

I DO NOT REQUEST A WRITTEN ESTIMATE.

Signed: X \_\_\_\_\_ Date: X \_\_\_\_\_ Phone: X \_\_\_\_\_

Email: X \_\_\_\_\_

**AUTHORIZED AND ACCEPTED IF DEEMED REPAIRABLE:**

As the owner, I, hereby authorize you to make the specified repair. I understand that payment in full will be due upon release of vehicle, including additional supplemental damage charges unless payment is arranged prior to pickup of vehicle with insurance company. I hereby grant you and/or your employees, permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage of vehicle or articles left in the vehicle in case of fire, theft, accident or any other cause beyond your control. Old parts removed from vehicle will be junked unless otherwise instructed. I authorize any and all supplements payable direct to you. I authorize you to act as power of attorney to sign insurance checks to pay for damage to my vehicle.

\*\*\*PART PRICES SUBJECT TO INVOICE\*\*\*

Signed: X \_\_\_\_\_ Date: X \_\_\_\_\_

**IF THE VEHICLE IS REQUESTED TO BE RETURNED TO CUSTOMER BEFORE AUTHORIZED REPAIRS ARE PERFORMED, A DIAGNOSTIC AND HANDLING CHARGE, INCLUDING REASSEMBLY WILL BE CHARGED. PERSONAL CHECKS ARE NOT ACCEPTED.**

**PERSONALLY IDENTIFIABLE INFORMATION Policy:**

Your information is shared, as required, through our relationship with relevant Insurance Company representatives and/or our OEM Certifications for repair; we do not sell your information to any party outside of our direct control. Any and all information regarding you is strictly confidential under our policies.

**GUARANTEE: LIFETIME ON WORKMANSHIP, EXCLUDING RUST, MANUFACTURER WARRANTY ON REPLACEMENT PARTS**

**Arbitration Agreement**

This Arbitration Agreement (Agreement), applies to Customer(s) (you) who is /are in the process of: (1) obtaining work or repairs on any vehicle(s), including but not limited to body work, part replacement, painting, refinishing or servicing any vehicle(s), and including any negotiations or other dealings or interactions with the Collisions Center (hereinafter including its employees, agents, successors, assigns, subsidiaries, parents, and affiliates); and (2) reviewing, negotiating or executing any documents or agreements during the course of interactions with the Collision Center (collectively, Customer(s)/Collision Center Dealings). You and the Collision Center agree that arbitration will be the sole method of resolving any claim, dispute, or controversy (collectively, Claims) that either Party has arising from Customer(s)/Collision Center Dealings. Such Claims include, but are not limited to, the following: (1) Claims in contract, tort, regulatory, statutory, equitable, or otherwise; (2) Claims relating to any representations, promises, undertakings, warranties, covenants or service; (3) Claims regarding the interpretation, scope, or validity of this Agreement, or arbitrability of any issue; (4) Claims between you and Collision Center; and (5) Claims arising out of or relating to this Agreement and/or any and all documents executed, presented or negotiated during the Customer(s)/Collision Center Dealings, or any resulting repair, transaction, service, including that with the Collision Center, or any relationship with third parties who do not sign this Agreement that arises out of the Customer(s)/Collision Center Dealings.

Either Party may contact the American Arbitration Association (AAA) at 1-800-778-7879, or www.adr.org, and serve the other Party with required notice to start the arbitration process. The Parties may mutually agree in writing to use another arbitration forum and/or qualified arbitrator. By entering into agreement, you give up your right to participate as a class representative or class member on any claim you may have against Collision Center including any right to class arbitration or consolidation of individual arbitrations.

The arbitration will be conducted by a single arbitrator who shall follow controlling law and issue a decision in writing with a supporting opinion based on applicable law. If there is no appeal as stated below, the arbitrator's award shall be final, binding and conclusive on the parties and may be entered in any court of competent jurisdiction. At either Party's election and within 30 days of receipt of the arbitrator's award, such award may be appealed to another arbitrator (Appellate Arbitrator) who shall be chosen in the same manner as described above. The Appellate Arbitrator shall apply the same standard of review as an appellate court in the same jurisdiction and issue an opinion based on such review and law. The Appellate Arbitrator's decision shall be final, binding and conclusive on the parties and may be entered in any court of competent jurisdiction. This Agreement is subject to the Federal Arbitration Act (9 U.S.C. 1 et seq.) Any portion of this Agreement that is unenforceable shall sever, and the remaining provisions shall be enforced.

Customer's Signature: X \_\_\_\_\_ Customer's Printed Name: X \_\_\_\_\_ Date: X \_\_\_\_\_

Additional Customer's Signature: X \_\_\_\_\_ Additional Customer's Printed Name: X \_\_\_\_\_ Date: X \_\_\_\_\_

**SHOP SUPPLIES AND HAZARDOUS WASTE DISPOSAL CHARGES**

This charge represents costs and profits to the motor repair facility for miscellaneous shop supplies or waste disposal. [s.559.905] Written motor vehicle repair estimate and disclosure statement required. The State of Florida requires \$1.00 fee to be collected for each new tire sold in the state [s.403.718] Waste tire fees, and a \$1.50 fee be collected for each new or remanufactured lead-acid battery sold in the state. [s.403.7185] Lead-acid battery fees.