Repair Authorization

- 1. Limited Power of Attorney. Customer hereby appoints Superior Body and Bedliners, LLC and its authorized employees, as his/her attorney-in-fact to act in Customer's place for the purpose of endorsing, on Customer's behalf, any checks made payable to Superior Body and/or customer regarding authorized repairs to the vehicle subject of The limited power of attorney terminates upon full payment for the repairs of the vehicle.
- 2. **Direction to Pay.** Customer authorizes Superior Body and Bedliners to act as customer's agent for the limited purpose of negotiating the final cost of repair with the customer's insurance company. Customer hereby authorizes the insurance company to pay Superior Body and Bedliners directly for the repairs arising out of the above referenced loss including approved supplemental repairs necessary to consummate the repair.
- 3. **Sublet repairs.** Customer acknowledges that portions of the repairs may be provided by a subcontractor hired by Superior Body Customer hereby authorizes Superior Body (in sole discretion) may deem necessary.
- 4. **Authorization to Operate Vehicle.** Customer herby authorizes Superior Body, its employees and its subcontractors to operate the vehicle, including use on public streets, for the purpose of, including but not limited to, inspecting, testing, sublet services, pickup and delivery, and facilitating repairs.
- 5. **Damage or Theft.** Superior Body and Bedliners does not accept any responsibility or liability for the theft of, or damage to, the vehicle, or any personal property left in the vehicle, that is not a direct result of Superior Body and Bedliners gross negligence. Customer further acknowledges that all personal property has been removed from the vehicle, and that Superior Body, its employees and its subcontractors are not responsible for inspection thereof.
- 6. Payment upon Completion and Storage. Customer agrees to be jointly and severally responsible and liable for payment of all charges for labor, parts, material and accessories, sublet repairs to the vehicle, and any other charges incurred in the repair and that payment in full(including the insurance deductible) shall be made prior to the release of the vehicle. To the extent that the storage fees associated with this repair are not governed by a direct repair contract with the insurance company. Customer hereby agrees that Superior Body and Bedliners has the right to charge \$18 per day storage for the vehicle if and only if the following limited circumstances are met. (1) The vehicle declared a total loss and not removed from Superior Body facility within a reasonable time period, (2) the vehicle sits "idle" at Superior Body and Bedliners facility without being actively repaired due to circumstances beyond Superior Body control, or (3) if after the repairs are complete, the vehicle is not picked up from Superior Body facility after ten days.
- 7. In addition to any and all other legal and equitable remedies available to Superior Body, customer acknowledges an expressed mechanic's lien on the vehicle to secure the amount due for repairs thereto. Customer agrees to pay reasonable collection or attorney's fees and court cost in the event those actions are necessary to collect payment for repair and /or enforce this contract.
- 8. Customer acknowledges that Superior Body is not responsible for any delays caused by the unavailability of parts or delays in the parts shipments by the supplier.
- 9. Entire Agreement, Heading, Validity. Customer acknowledges that he/she has not been induced to authorize repairs by any representation or warranty not set forth in this agreement. This is the entire agreement between Superior Body and Customer supersedes all existing agreements and all other oral or written communication between them concerning its subject matter. If any provision herein shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired. This agreement may only be modified in writing by Superior Body and customer.

I have read the above statement and agree to these terms,

| Customer: | | | ***** |
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| Date: | | | |