



CONTRACT FOR VEHICLE REPAIR AND REPAIR AUTHORIZATION

This Contract for Vehicle Repair and Repair Authorization (the “Agreement”) is entered into between Dent Worx, LLC, a Tennessee Limited Liability Company (the “Repair Facility”) and _____ (the “Customer”) for the repair of a Vehicle (defined below) on _____ (mm/dd/yyyy).

1. VEHICLE INFORMATION. The vehicle identified below is referred to as “Vehicle” herein.

a) Year, Make, Color, and Model (submodel if applicable): _____

b) Vehicle Identification Number (“VIN”): _____

2. AUTHORIZATION.

a) Customer requests Repair Facility to disassemble, diagnose damage, and make repairs (the “Repairs”) to the Vehicle. Customer expressly represents and warrants that Customer has the lawful right and authority to authorize repairs to the Vehicle, whether by right of ownership, leasehold interest, or express authorization from the owner of the Vehicle. Customer authorizes Repair Facility to repair the Vehicle and further authorizes Repair Facility to photograph, obtain and store vehicle and telematics data, videotape, move, test drive, road test, sublet specialized operations, or otherwise operate the Vehicle as reasonably necessary for purposes of repairing the Vehicle and determining its functionality and safety.

b) Customer acknowledges that any data, photographs, videos, measurements, scans, repair plans, damage analyses, estimates, supplements, and related documentation created or obtained by Repair Facility in connection with the Repairs are the property of Repair Facility. Customer authorizes Repair Facility to use, retain, and disclose such information in any manner Repair Facility deems appropriate, including for payment processing, quality control, training, dispute resolution, and legal purposes, subject to applicable law.

3. PAYMENT. Customer agrees to pay Repair Facility for all Repairs, including without limitation the cost of parts, labor, sublet services, materials, supplies, hazardous waste and environmental fees, scanning and calibration, diagnostic testing, administrative charges, sales tax, towing, parking, and storage (collectively, the “Repair Costs”). Repair Facility will provide Customer with a final invoice reflecting the Repair Costs, any payments or proceeds received and applied, and any outstanding balance. ALL OUTSTANDING BALANCES MUST BE PAID IN FULL PRIOR TO RELEASE OF THE VEHICLE, UNLESS OTHERWISE REQUIRED BY LAW.

4. REPAIR PROCESS.

a) Damage Analysis. Customer agrees to pay for the repairs specified by Repair Facility’s analysis of damage, expected repair cost, and repair plan (the “Damage Analysis”). The Damage Analysis has been, or will be, provided to Customer as required by law, is incorporated herein by reference, and has been or will be discussed with and approved by Customer prior to performance of repairs. Customer acknowledges that any time references expressed in “hours” are standardized estimating units and do not represent actual clock hours worked. Customer further acknowledges that any estimate prepared by or for an insurance company (an “Insurer Estimate”) is prepared solely for the insurer’s internal cost-estimating purposes and does not determine the scope,

method, quality, or cost of the Repairs, which are determined solely by Repair Facility in the exercise of its professional judgment.

b) **Additional Damage.** Customer understands that additional or hidden damage may be discovered during the course of the Repairs, and that additional parts, procedures, materials, calibrations, or operations (collectively, “Additional Repairs”) not included in the initial Damage Analysis may become necessary. In such event, Repair Facility will notify Customer of the Additional Repairs and the expected additional cost. Repair Facility may issue a supplemental or revised Damage Analysis, which shall be deemed approved upon Customer’s authorization as required by law.

5. **INSURER INVOLVEMENT.** Customer agrees that Repair Facility is the sole professional determiner of the proper, safe, and necessary methods and procedures for repairing the Vehicle. Customer is the only person or entity with whom Repair Facility has any obligation to communicate regarding authorization or payment for the Repairs. Repair Facility has no obligation to communicate with, negotiate with, or accept direction from any insurer, third-party payor, or responsible party, and does not accept any Insurer Estimate as controlling the scope, method, quality, or cost of repairs. Repair Facility may, as a courtesy to Customer, elect to communicate or interface with an insurer or other third party for purposes of facilitating payment. Any such communication is performed solely for Customer’s convenience and does not create an agency relationship. Customer acknowledges and agrees that Repair Facility is not acting as Customer’s agent and assumes no responsibility for any insurer’s actions, omissions, delays, denials, or underpayments.

 (Customer Initial) I understand that Repair Facility, in the exercise of professional judgment, will repair my Vehicle safely and properly, which may involve repair methods, procedures, or parts that differ from or exceed those for which my insurer or a responsible third party may reimburse me. I understand that my insurer or a responsible third party may deny or limit payment for repairs that Repair Facility deems necessary or proper. I AGREE THAT I AM FINANCIALLY RESPONSIBLE FOR ALL REPAIR COSTS AND CHARGES, INCLUDING TOWING, PARKING, AND STORAGE, REGARDLESS OF ANY INSURER’S DECISION.

6. **POSSESSION; GARAGEKEEPER’S LIEN.**

a) To secure payment of all Repair Costs and any other amounts owed under this Agreement, Customer grants Repair Facility a possessory garageman’s and garagekeeper’s lien on the Vehicle and its contents to the fullest extent permitted under Tennessee law, including but not limited to Tenn. Code Ann. § 66-19-103, *et seq.* and any other applicable statutes (the “Lien”). The Lien secures all amounts due for labor, materials, parts, storage, towing, and other services provided with respect to the Vehicle.

b) Repair Facility shall have the right to retain possession of the Vehicle until all amounts secured by the Lien are paid in full. If payment is not made when due, Repair Facility may enforce the Lien in strict compliance with applicable Tennessee statutes, including providing any required notices and, if applicable, selling the Vehicle at public or private sale as permitted by law. Customer shall remain liable for any deficiency remaining after application of sale proceeds, together with interest, costs of collection, storage, notice, advertising, sale, and reasonable attorney’s fees as permitted by law.

c) Customer agrees not to transfer, assign, or encumber title to the Vehicle, nor to cause the Vehicle to be transferred to an insurer or third party (including following a declaration of total loss), until all amounts owed to Repair Facility are paid in full and the Lien is satisfied.

 (Customer Initial) I understand that Repair Facility has a statutory lien on my Vehicle and may retain possession of the Vehicle until all Repair Costs are paid in full.

7. **BREACH; EXPECTANCY AND COLLECTION DAMAGES.** Customer acknowledges that Repair Facility allocates personnel, bay space, equipment, and other resources in reliance on this Agreement. If Customer

breaches this Agreement or withdraws authorization after Repairs have commenced, Repair Facility shall be entitled to recover all Repair Costs incurred or committed, together with lost expectancy damages to the extent permitted by law, plus storage, towing, administrative charges, interest at the maximum rate permitted by Tennessee law, and all reasonable costs of collection, including attorney's fees where allowed.

8. PARTS. Repair Facility prefers to use new original equipment manufacturer ("OEM") parts. If Repair Facility determines that alternative parts (including aftermarket, recycled, reconditioned, or remanufactured parts) will not adversely affect the safety or performance of the Vehicle and Customer elects or authorizes the use of such parts, Customer acknowledges that such parts may affect the Vehicle's value, manufacturer warranties, or lease or finance obligations. Repair Facility does not manufacture parts and makes no warranty as to the quality, merchantability, or fitness of any parts supplied by third parties, except to the extent any manufacturer or supplier warranty may apply.

9. WORKMANSHIP WARRANTY.

a) Repair Facility warrants to Customer that the workmanship of the Repairs performed by Repair Facility will be free from defects in workmanship for the lifetime of the Vehicle's ownership by the original Customer from the date the Vehicle is released to Customer (the "Workmanship Warranty Period"). For purposes of this warranty, "lifetime" means for so long as the original Customer owns the Vehicle and the Vehicle has not been transferred, sold, or assigned to another owner. This warranty applies solely to labor actually performed by Repair Facility and does not apply to parts, materials, or products supplied by third parties.

b) During the Workmanship Warranty Period, Repair Facility will, at its option and at no charge for labor, correct any defect in workmanship that is reported to Repair Facility in writing and confirmed by Repair Facility, provided that Customer promptly notifies Repair Facility upon discovery of the alleged defect and affords Repair Facility a reasonable opportunity to inspect and cure the defect. Repairs or alterations performed by others, misuse, abuse, accidents, lack of maintenance, or normal wear and tear shall void this warranty as to the affected work.

c) THIS WARRANTY DOES NOT APPLY TO, AND REPAIR FACILITY EXPRESSLY DISCLAIMS ANY WARRANTY FOR, PARTS, MATERIALS, OR PRODUCTS MANUFACTURED OR SUPPLIED BY THIRD PARTIES. Any failure or defect arising from a part or product supplied by a third-party manufacturer or vendor shall be subject solely to that manufacturer's or vendor's warranty, if any. Repair Facility does not warrant the quality, durability, merchantability, or fitness of such parts and shall not be liable for their failure, except to reinstall or replace such parts to the extent required by applicable law or reimbursed by the part manufacturer.

d) THIS WORKMANSHIP WARRANTY IS CUSTOMER'S EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY TENNESSEE LAW.

10. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict-of-laws principles. Any action, claim, or proceeding arising out of or relating to this Agreement, the Repairs, or the Vehicle shall be brought exclusively in a court of competent jurisdiction located in Sullivan County, Tennessee, and the parties hereby irrevocably consent to such venue and to the personal jurisdiction of such courts.

11. LIMITATION OF LIABILITY. To the fullest extent permitted by Tennessee law, Repair Facility shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of use, loss of value, diminution in value, rental expenses, or lost profits, arising out of or relating to the

Repairs, delays in repair, parts availability, insurer conduct, or this Agreement. Repair Facility's total liability, if any, shall not exceed the amount actually paid by Customer to Repair Facility for the specific Repairs giving rise to the claim.

12. STORAGE; ABANDONED VEHICLE. Customer acknowledges that storage fees may accrue if the Vehicle is not retrieved promptly upon notice that Repairs are complete or payment is due. If the Vehicle is left at Repair Facility beyond completion of Repairs or denial of payment by an insurer, Customer agrees that the Vehicle may be deemed abandoned and subject to sale or disposal in accordance with Tennessee law, in addition to enforcement of Repair Facility's statutory lien.

13. DELAYS; NO GUARANTEED COMPLETION DATE. Customer acknowledges that repair timelines are estimates only and may be affected by parts availability, hidden damage, insurer delays, supply-chain issues, weather, labor availability, or other circumstances beyond Repair Facility's control. Repair Facility does not guarantee a completion or delivery date and shall not be liable for delays.

14. INDEMNIFICATION. Customer agrees to indemnify, defend, and hold harmless Repair Facility and its owners, employees, and agents from and against any claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to (a) Customer's lack of authority to authorize Repairs, (b) claims by insurers or third parties arising from the Repairs or payment disputes, or (c) Customer's breach of this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and shall be construed so as to best effectuate the intent of the parties.

16. WAIVER. The failure of Repair Facility to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of the right to enforce it thereafter.

17. ENTIRE AGREEMENT; MODIFICATION. This Agreement, together with any documents incorporated by reference, constitutes the entire agreement between the parties regarding the Repairs and supersedes all prior or contemporaneous oral or written agreements or understandings. This Agreement may not be modified or amended except by a written instrument signed by both Customer and Repair Facility.

18. CUSTOMER ACKNOWLEDGMENT AND SIGNATURE. By signing below, Customer acknowledges that Customer has read this Agreement in its entirety, understands its terms, has had the opportunity to ask questions, and agrees to be bound by its terms.

Customer Signature: _____ Date: _____

Customer Printed Name: _____

DENT WORX, LLC

By Representative: _____ Date: _____