



406-794-1413
5229 King Ave W. Suite #E4
Billings, MT 59106
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Service Authorization Request Form

Date: _____
Company: _____ License: _____ Mileage: _____
Customer: _____ Vehicle Make: _____ Model: _____
Address: _____ VIN#: _____ MFR'D: _____
City: _____ State: _____ Zip: _____ Unit #: _____ Driver: _____

PRIMARY CONTACT METHOD:

Phone: _____ Text: Y N Email: _____
Work: _____

THE FOLLOWING REPAIRS ARE TO BE MADE:

REPAIR: _____

REPAIR: _____

REPAIR: _____

REPAIR: _____

REPAIR: _____

REPAIR: _____

Customer agrees to pay all charges associated with the above repair items unless such items are covered by warranty. Customer acknowledges that all sales, service and repairs are on a strictly CASH BASIS except in cases of prior credit approval. All other payment arrangements must be approved in advance and finalized prior to 5:00 p.m. on the date of the scheduled pick up of the vehicle or equipment. Customer acknowledges that a written estimate for repair will be given in accordance with state law; before, during or after inspection of vehicle needing repair, but before ANY replacement parts are installed.

A storage fee of forty dollars (\$40.00) per day will be charged on any vehicle or equipment left at BLACK ICE AUTOMOTIVE for more than fifteen (15) days after the completion of the repair estimate, repairs, or other services provided. In the event that the customer does not fully pay or make acceptable arrangements for the payment, for all services provided and remove the vehicle or equipment within thirty (30) days thereafter, the customer agrees that the vehicle or equipment shall be deemed to be abandoned. Thereafter, BLACK ICE AUTOMOTIVE may remove the vehicle from its facilities and transfer the vehicle to a separate storage facility or it may transfer the ownership and/or sell the vehicle to itself or to a third party. The customer agrees to pay Black Ice Automotive all of its costs, expenses and fees incurred in connection with any such transfer or sale plus an administrative fee of fifteen percent (15%). Customer hereby appoints Black Ice Automotive as its agent and hereby grants Black Ice Automotive as its power of attorney to complete all transactions contemplated herein, and any such transfer or sale of the vehicle or equipment. Customer hereby waives notice of any such transfer or sale.

BLACK ICE AUTOMOTIVE IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO EQUIPMENT OR VEHICLES OR ARTICLES LEFT THEREIN IN CASE OF FIRE, THEFT, FREEZE DAMAGE, FOOD SPOILAGE, OR ANY OTHER CAUSE.

Customer's Signature: _____

LIMITED WARRANTY

BLACK ICE AUTOMOTIVE uses OEM or direct aftermarket replacement parts specifically made to OEM specifications for replacement. Defective parts will be replaced only under the original manufacturer's prevailing warranty (if any), and customer will be charged for labor to install replacement parts. **BLACK ICE AUTOMOTIVE** will replace parts at its cost **ONLY** if **BLACK ICE AUTOMOTIVE** originally failed to install the parts to the manufacturer's recommendations or specifications, **BLACK ICE AUTOMOTIVE'S** warranty obligation is limited to providing remedial service or repair during its normal business hours at its facility during the warranty period.

BLACK ICE AUTOMOTIVE will have no obligations under this Limited Warranty if:

- (1) The vehicle or equipment is subjected to abuse, misuse, negligence or accident, or
- (2) Customer fails to deliver the vehicle or equipment for warranty service or repairs to **BLACK ICE AUTOMOTIVE** during the warranty period, or if another company performed the service or repair work or
- (3) Customer fails to follow regular maintenance procedures according to the manufacturer's recommendations or
- (4) Customer has tampered with the repair and/or tried to repair it themselves or
- (5) Customer wants used or new parts not supplied by or purchased from Black Ice Automotive or
- (6) Black Ice Automotive has to repair with used parts due to discontinued or obsolete parts by the MFR.

DISCLAIMER

*THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS TRANSACTION. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IT IS UNDERSTOOD AND AGREED THAT **BLACK ICE AUTOMOTIVE'S** LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE AND/OR REPAIR AND SERVICE PRICE PAID BY CUSTOMER, AND UNDER NO CIRCUMSTANCES SHALL **BLACK ICE AUTOMOTIVE** BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PROGRESSIVE DAMAGE, LOST TIME, LOST PROFITS, AND INCONVENIENCE.*

COLLECTION/DISPUTE POLICY

Past due accounts or invoices are subject to interest at the rate of 1.5% per month (21% per annually) on the unpaid balance. In the event any account or invoice is referred for collection or there is any other dispute concerning the repair order the customer shall pay all reasonable attorneys' fees and all other costs and expenses of collection. Any and all disputes relating to this repair order or any account or invoice shall be immediately referred to a 3rd party mediator at customer's expense, if an agreement cannot be made, the issue will be governed and construed in accordance with the laws of the State of Montana. In the event that any party brings a lawsuit (or other proceeding) for the purpose of enforcing or otherwise relating to this repair order or any account or invoice, exclusive jurisdiction and venue shall be in the County or District Court, for the County of Yellowstone, except that nothing contained herein shall prevent **BLACK ICE AUTOMOTIVE** from commencing such action(s) in other jurisdictions as it deems appropriate to, among other things, enforce or foreclose on any mechanic's lien, or collect any judgment obtained. The customer accepts all responsibility and liability for any damage to the customer's vehicle or equipment, or any damage to any third party's property due to the customer's failure to complete all repairs recommended by **BLACK ICE AUTOMOTIVE**.

I HAVE READ THE WARRANTY PROVISIONS, COLLECTION/DISPUTE POLICY AND DISCLAIMER IN THIS DOCUMENT AND I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE WITH THE NECESSARY MATERIALS AND HEREBY GRANT **BLACK ICE AUTOMOTIVE** AND/OR ITS EMPLOYEES PERMISSION TO OPERATE THE VEHICLE OR EQUIPMENT ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON ABOVE VEHICLE OR EQUIPMENT TO SECURE FULL PAYMENT FOR THE AMOUNT OF THE REPAIRS.

AUTHORIZED BY: _____ **DATE:** _____