

Smitty & Sons Repair – Invoice Terms and Conditions

1. Authorization for Repairs. By signing this invoice, Customer authorizes Smitty & Sons Repair (“Shop”) to perform the repair work described herein and to furnish all necessary parts, materials, and labor. Customer grants permission for Shop employees to operate the vehicle on streets, highways, or elsewhere for purposes of testing, inspection, or delivery. Customer acknowledges that all repairs are made according to the specifications and limitations contained in this document.

2. Mobile Services (if applicable). Shop shall charge a base service fee of \$_____ per visit. In addition to the base fee, Customer shall pay a mileage fee of \$_____ per mile for all travel necessitated by the service. Mileage will be calculated based on round-trip distance from Shop to the job site, using Google Maps as the official distance tracker. Travel time and mileage for all mobile services will be billed in the same invoice (standard mobile service shop rate plus mileage).

3. Payment Terms. Payment is due upon completion of services unless otherwise stated in writing. Unpaid balances more than thirty (30) days past due will accrue interest at the rate of 1.5% per month (18% per annum) or the maximum allowed by law, whichever is less. Customer agrees to pay all costs of collection, including reasonable attorney’s fees, court costs, and any fees incurred in enforcing this agreement. Returned checks will incur a \$35.00 service charge or the maximum allowed by law. A surcharge will be applied to all credit card transactions. Cash, debit card, and ACH are accepted without surcharge.

4. Mechanic’s Lien. Pursuant to Idaho Code § 45-806, the Shop retains an express mechanic’s lien on the vehicle and its contents to secure payment of all charges incurred. Shop may retain possession of the vehicle until payment in full has been received. Vehicles not picked up within ten (10) days after notification of completion may incur storage charges of \$25.00 per day.

5. Warranty. All parts warranties are limited to those provided by the manufacturer or supplier. Unless otherwise stated in writing, the Shop provides a limited 30-day labor warranty covering defects in workmanship only. This warranty does not cover: Customer-supplied parts; normal wear and tear; failures caused by misuse, neglect, overheating, contamination, lack of maintenance, or subsequent repairs by others. Warranty claims must be presented at the Shop’s location for inspection and determination of coverage. No implied warranties of merchantability or fitness for a particular purpose are extended beyond those expressly stated herein.

6. Estimates and Additional Work. Written estimates are valid for thirty (30) days. Customer will be notified if additional parts or labor are required that exceed the estimate by more than ten percent (10%). Shop will not proceed without the Customer’s verbal or written consent, which shall be documented in the work order notes. Estimates are based on preliminary inspection and may change upon further diagnosis or teardown.

7. Parts and Core Charges. All parts removed from the vehicle will be discarded unless Customer requests in advance to retain them. Core charges may apply to certain parts and will be refunded only if the core is returned within the manufacturer’s specified time period. If the core part is damaged beyond repair and/or the part does not meet Core Acceptance Criteria (CAC) standards, the core charge will likely not be refunded, in which case, the Customer will be responsible for such charges.

8. Liability and Risk of Loss. While the vehicle is in Shop custody, reasonable care will be exercised to protect it. However, Shop shall not be liable for loss, damage, or theft, caused by: fire, vandalism, acts of God, or other causes beyond its reasonable control, except to the extent caused by Shop’s gross negligence or willful misconduct. Shop is not responsible for loss or damage to personal items left inside the vehicle.

9. Customer Supplied Parts. If Customer provides parts or materials, no warranty (express or implied) applies to those items or to labor associated with their installation. Customer assumes all risk of loss, defect, or incompatibility related to such parts.

10. Dispute Resolution and Governing Law. Any dispute arising under this invoice shall be governed by the laws of the State of Idaho. The parties agree to attempt informal resolution or mediation before filing suit.

11. Refunds and Chargebacks. Deposits and prepayments for special-order parts are non-refundable once the parts have been ordered. No refunds are provided for completed labor services. Refunds for overpayment or billing errors will be issued within ten (10) business days of verification. Unjustified charge backs or payment reversals will incur a \$50.00 administrative fee and be referred to collections.

12. Insurance and Subrogation. If damage occurs to the vehicle while in Shop custody due to events covered by Shop's insurance, Customer's sole remedy shall be limited to the proceeds paid by the insurer. Customer assigns to Shop all rights of subrogation against third parties for any loss or damage arising from such events.

13. Entire Agreement. This invoice, together with any written work order or estimate, constitutes the entire agreement between Customer and Shop and supersedes all prior oral or written communications. No employee or representative may modify these terms except in writing signed by an authorized manager.

Customer Acknowledgment

I have read, understood, and agree to the terms and conditions stated above. I authorize the repairs as described and acknowledge that I am responsible for full payment upon completion. By signing below, the Customer acknowledges and agrees that our company is committed to maintaining a professional, respectful, and safe working environment for all staff and customers. We treat customers with courtesy and respect and expect the same in return. Any behavior deemed rude, abusive, inappropriate, or otherwise disrespectful toward our staff may result in the refusal or termination of services at our sole discretion. In such cases, the company reserves the right to discontinue the business relationship without further obligation.

Date: _____

Customer Signature: _____

Printed Name: _____