

STATE REGULATIONS AFFECTING AUTO REPAIR FACILITIES ESTIMATES & INVOICES



**AUTOMOTIVE
MAINTENANCE &
REPAIR
ASSOCIATION**



**MOTORIST
ASSURANCE
PROGRAM**

STANDARDS FOR AUTOMOTIVE REPAIR

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State Regulations Affecting Auto Repair Facilities

Estimates & Invoices

Alabama

Estimates

No Statutes/Regulations available at this time

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

Alabama imposes an excise tax of \$.04 per gallon on the sale, use, distribution, storing or withdraw from storage of motor oil. The tax applies to manufacturers, distributors, refiners and retail dealers of motor oil. However, the tax must only be paid one time. Therefore, as long as the manufacturer or a distributor has paid the excise tax, MAP would not be required to pay it.

Code of Ala. § 40-17-220

Parts Return

No Statutes/Regulations available at this time

Estimates & Invoices

Alaska

Estimates

Repair Order. Must provide a copy of the repair order upon request of the customer. The repair order must be legible and contain the following information: (1) the date; (2) the repairs to be performed; (3) the odometer reading of the customer's vehicle; and (4) a signature of the repair shop agent and/or employee.

Price Estimate. Must provide the customer with a price estimate for the repairs upon request. The repair price estimate shall be made in good faith by the shop and may not be exceeded except for good cause. Additional charges over the price estimate may not be incurred without approval of the customer. A shop may not charge for making a repair price estimate unless, before making the estimate, the shop discloses to the customer the amount of the charge, or, if the amount cannot be determined, the basis on which the charge will be calculated. A shop may not impose, or threaten to impose, a charge that is clearly excessive in relation to the work involved in making the price estimate.

Additional Costs and/or Repairs. If the price for the authorized repairs will exceed the original estimate, or if repairs other than those previously authorized are needed, the shop must call the customer before continuing with the repairs and must provide the customer with a new, good faith estimate of the repair price. The shop may not continue with the repairs until it receives the customer's written or oral authorization to do so. If the shop does not receive the customer's authorization to proceed with the repairs, the shop shall either agree to perform the repairs at the original estimated price or provide for the customer to retake possession of the vehicle in at least as good condition as it was delivered to the shop and notify the customer accordingly. A written authorization for additional repairs and/or additional costs must be made on the repair order, or on the invoice when a repair order is not requested, and must specify newly authorized repairs, as well as the newly authorized repair price estimate. If authorization is received orally, the shop must specify this information on the repair order or invoice. It must also specify the date and time of authorization, and the person and telephone number called.

Alaska Stat. §§ 45.45.130, 45.45.140, 45.45.160, 45.45.70

Invoices

The shop must provide every customer, at the time the customer retakes possession of the motor vehicle, with a copy of a dated invoice detailing the costs of all parts and labor involved in the repair, and identifying all parts replacements as being either new, used, rebuilt, or reconditioned.

The following statement must be conspicuously printed, either on the invoice or on another form given to every customer for whom the shop performs repairs:

"Motor vehicle repair trade practices are regulated by Alaska Statutes 45.45.130 -- 45.45.240, administered by the Alaska Department of Law."

Alaska Stat. §§ 45.45.190, 45.45.210

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

Estimates & Invoices

Parts from a customer's motor vehicle that are replaced by the shop must be returned to the customer if they are requested by the customer at the time the repair order is taken. However, parts that must be returned to the manufacturer because of a warranty or exchange agreement need not be returned to the customer upon request but shall instead be made available for the customer's inspection when the customer retakes possession of the motor vehicle.

Alaska Stat. § 45.45.180

Arizona

Estimates

If non-OEM parts are used, the estimate must contain the following information in ten point or larger type:

"This estimate has been prepared based on the use of replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of these parts rather than the manufacturer of your vehicle."

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

No Statutes/Regulations available at this time

Estimates & Invoices

Arkansas

Estimates

If non-original equipment manufacturer aftermarket crash parts are used in preparing an estimate for repairs, the written estimate must clearly identify such parts. A disclosure document attached to the estimate shall contain the following information in no smaller than 10-point type:

"THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS INSTEAD OF THE MANUFACTURER OF YOUR VEHICLE."

Whenever repairs are made involving replacement crash parts and the vehicle is still under the manufacturer's original warranty, only original equipment manufacturer replacement crash parts may be used by the repair facility unless the owner gives written consent otherwise.

ACA §§ 4-90-305, 4-90-306

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

A repair facility must deliver to any customer purchasing an electronic or mechanical apparatus, the record of warranty and statement of service availability, which the manufacturer includes in the original carton or container of the product. Additionally, information regarding the manufacturer warranty must be provided upon request.

ACA § 4-88-107(a)(4)

Estimates & Invoices

California

Estimates (Designation of Person to Authorize Additional Work or Parts)

A customer may designate another individual to authorize work not estimated or parts not included in the written estimate. If a customer so designates, the dealer must record the designation either on the estimate or a separate form. If a separate form is used for the designation, the form and content of the designation shall be as follows:

"DESIGNATION OF PERSON TO AUTHORIZE ADDITIONAL WORK OR PARTS

I hereby designate the individual named below to authorize any additional work not specified or parts not included in the original written estimated price for parts and labor:

Name of Designee:_____ Phone Number:_____

Fax Number:_____ E-Mail Address:_____

Name of Customer:_____ Work Order No.:_____

Date: _____ (Customer's Signature)_____ "

Copies of the signed designation form must be given to the customer and attached to the dealer's copy of the estimate.

Cal Bus & Prof Code § 9884.9; 16 CCR 3353

Estimates (General)

Before any work can begin, a written estimate must be given to the customer that meets the following requirements:

- Parts and labor shall be described separately;
- Each part must be individually identified;
- Each part must be identified as new, used, rebuilt, or reconditioned;
- The estimate must also identify replacement crash parts as original equipment manufacturer (OEM) crash parts or non-OEM aftermarket crash parts;
- Charges for allowable environment waste disposal (discussed below), which also requires listing the dealer's Environmental Protection Agency identification number; and
- A statement of any repair service that will be done by someone other than the dealer.

If a vehicle is delivered for repair after hours or it is towed to the dealer, the dealer must prepare an estimate, give the information to the customer either by phone, fax or e-mail and receive the customer's approval, which must be documented.

Cal Bus & Prof Code § 9884.9; 16 CCR 3353

Estimates (Teardowns)

Estimates & Invoices

If it is necessary to tear down a vehicle component in order to prepare a written estimated price for required repair, the dealer must:

- Give the customer a written estimated price for the teardown, which must include the cost of reassembly of the component.
- The estimated price must include the cost of parts and necessary labor to replace items such as gaskets, seals and O-rings that are normally destroyed by teardown of the component.
- If the act of teardown might prevent the restoration of the component to its former condition, the dealer must write that information on the work order containing the teardown estimate before the work order is signed by the customer.
- The repair dealer shall notify the customer orally and conspicuously in writing on the teardown estimate the maximum time it will take the dealer to reassemble the vehicle or component in the event the customer elects not to proceed with the repair of the vehicle and shall reassemble the vehicle within that time period if the customer elects not to proceed with the repair. The maximum time shall be counted from the date of authorization of teardown.
- After the teardown, the dealer must prepare a written estimated price for labor and parts for the required repair and obtain the customer's authorization for either repair or reassembly before any further work is done.

Cal Bus & Prof Code § 9884.9; 16 CCR 3353

Invoices

All invoices must contain dealer's registration number, business name and address. A telephone number is optional. The invoice must also contain the following information:

All service and repair work performed, including all diagnostic and warranty work, and the price for each described service and repair.

- Each part supplied and its price. The description of each part shall state whether the part was new, used, reconditioned, rebuilt, or an OEM crash part, or a non-OEM aftermarket crash part.
- The subtotal price for all service and repair work performed.
- The subtotal price for all parts supplied, not including sales tax.
- The applicable sales tax, if any.

A dealer may not bill in an invoice for items generically noted as shop supplies, miscellaneous parts, or the like.

An automotive repair dealer may charge a customer for costs associated with the handling, management and disposal of toxic wastes or hazardous substances under California or federal law, which directly relate to the servicing or repair of the customer's vehicle. Such charge must be disclosed to the customer by being separately itemized on the estimate. In order to assess this charge, the dealer must note on the estimate and invoice the station's Environmental Protection Agency identification number.

Upon the request of a customer, the dealer must disclose the location at which any repair work will be done other than repair work to be done at the dealer's location and by the dealer or his/her employees. The customer must be given a legible copy of the invoice. The dealer is required to keep a copy of the invoice for at least three (3) years.

Cal Bus & Prof Code § 9884.8; 16 CCR 3356

Other Mandatory State Fees

Estimates & Invoices

No Statutes/Regulations available at this time

Parts Return

If the customer requests that parts be returned at the time the work order is placed, the dealer must return the parts except if the following applies:

- Those parts and components that are replaced and that are sold on an exchange basis; provided the customer is informed that said parts are not returnable orally and by written record on the work order and invoice.
- Size, weight or similar facts make it impractical to return the part.
- The parts are required to be returned to the manufacturer or distributor under a warranty agreement.

Cal Bus & Prof Code § 9884.10; 16 CCR 3355

Estimates & Invoices

Colorado

Estimates (General)

For repairs greater than \$100, no repair work may be performed unless the facility obtains the written or oral consent of the customer or one of the following applies:

- The motor vehicle has been towed to the repair facility or the customer left the vehicle with the repair facility outside of normal business hours (limited to maximum of \$100 for all labor and parts); or
- The customer waives his right to an estimate by signing his name and the date below the following statement made in bold type: **"I DO NOT WISH TO RECEIVE ANY ESTIMATE EITHER WRITTEN OR ORAL, TO WHICH I AM ENTITLED BY LAW, BEFORE REPAIRS ARE AUTHORIZED."**

To obtain oral consent, the repair facility must communicate the written estimate of the total cost of the repairs and the customer must consent to the required repairs. A record of the consent must be made on the work order and should include:

- The date, time and manner of consent;
- The telephone number called; and
- The names of the persons giving and receiving consent.

Additionally, a copy of the completed written estimate, including the total cost and expected completion date, must be provided to the customer.

C.R.S. §§ 42-9-104 through 42-9-107

Estimates (Parts Used and Teardowns)

The original estimate must also specify whether any parts to be installed are new original equipment manufacturer, new non-original equipment manufacturer, used, reconditioned, or rebuilt. The repair facility must obtain the written or oral consent to use such parts before they are installed in the motor vehicle. Oral consent shall be acquired and documented in the same manner as above.

C.R.S. § 42-9-107

If it is necessary to disassemble or partially disassemble a motor vehicle or motor vehicle part in order to provide the customer with a repair estimate, the customer must be provided a teardown estimate and given written or oral consent to the teardown. This estimate should include the cost of reassembly in the event that the customer elects not to proceed with the repairs, as well as the total cost of labor and parts to replace the parts that are normally destroyed by such disassembly.

C.R.S. § 42-9-104

Invoices

Estimates & Invoices

All repairs done must be recorded on a customer's invoice. A legible copy of the invoice must be provided to the customer and the repair shop must retain the invoice for at least three years. The invoice must contain the following information:

- The name and address of the customer;
- The year, make, odometer reading on the date the motor vehicle was brought in for repairs, and license number of the motor vehicle;
- The date the motor vehicle was received for repairs;
- An itemization of each part added to or replaced in the motor vehicle; a description of each part by name and identifying number; clear identification of which parts are used, reconditioned, or rebuilt; and the charges levied for each part added or replaced;
- The amount charged for labor, the full name or employee number of each mechanic or repairer who in whole or in part performed repairs, and the identification of the specific stage of repair for which each mechanic or repairer named was partially or wholly responsible;
- An itemized statement of all additional charges, including storage, service and handling, and taxes;
- An identification of any repairs subcontracted to another repair facility;
- The legible initials of the person filling out any portion of the invoice; and
- A copy of any warranty issued by the motor vehicle repair facility setting forth the terms and conditions of such warranty.

C.R.S. § 42-9-108

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

The work order provided to the customer shall state conspicuously that, with the exception of body shop repair parts, inflatable restraint system components and warranty parts that must be returned to the manufacturer, the customer is entitled to the return of the replaced parts if the customer request is at the time he consents to the repairs. The work order shall also indicate that the customer is entitled to inspect the replaced warranty parts which are not returned.

C.R.S. §§ 42-9-104; 42-9-109

Estimates & Invoices

Connecticut

Estimates

Prior to performing any repair work (totaling \$50 or more), repair shops must obtain a written authorization to perform the work on an invoice signed by the customer. The estimate must include the maximum cost to the customer of the parts and labor necessary and the costs may not exceed this estimate without written or oral consent given by the customer. Oral authorization, recorded on the invoice, is sufficient in the following situations:

- The repair shop is unable to estimate the cost of repair because the specific repairs to be performed are not known at the time the vehicle is delivered;
- The vehicle is delivered to the repair shop at a time when the shop is not open for business; or
- Additional repairs are needed or the cost of the authorized repairs will exceed the estimate.

Prior to performing any repairs on a customer's vehicle, a repair shop shall record on the invoice in writing the following information:

- The name and address of the customer and the telephone number at which the customer may be reached during normal working hours;
- The date and approximate time the customer's vehicle was delivered to the repair shop;
- The year, make and registration number of the customer's vehicle;
- The odometer reading on the customer's vehicle; and
- The specific repairs requested by the customer. (If the customer has not requested specific repairs, the shop shall record a brief description of the nature of the problem that requires repair).

Conn. Gen. Stat. §§ 14-65f & 14-65g

Invoices

All invoices must contain the following information:

- The name and address of the repair shop;
- Description of all service work done and parts supplied;
- The cost of such service work and parts supplied, separately itemized;
- If any used parts are supplied, the invoice shall clearly state that fact;
- If any component system installed is composed of new and used parts, such invoice shall clearly state that fact.
- If any warranty is made by a repair shop with respect to any repair work performed, it must be stated in writing. If such written warranty does not include the cost of both parts and labor, it shall specifically state which is excluded from the scope of such warranty.

The customer must be given a copy of the invoice and the shop must retain a copy.

Conn. Gen. Stat. § 14-65h

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

Estimates & Invoices

If requested by the customer at the time written or oral authorization is provided for work to be performed, all replaced parts, components or equipment shall be returned to the customer.

If the repair shop is required to return such parts, components or equipment to the manufacturer or other person under any warranty or rebuilding arrangement, the repair shop shall make them available to the customer for inspection only.

Conn. Gen. Stat. § 14-65h

Estimates & Invoices

Delaware

Estimates

Before any automotive repair work can begin, the customer must be given a written estimate, which must contain the estimated:

- Completion date;
- Price for the auto repair work, including parts and labor; and
- Surcharge (add-on charge), if any.

The only exception to the written estimate requirement is if the customer specifically waives his or her right to a written estimate. If the customer waives the written estimate requirement, then the shop must give the customer an oral estimate that contains the same information as the written estimate (completion date, estimated price of parts and labor and any surcharges). If the customer waives the written estimate requirement, the shop employee must sign or initial a written estimate document and keep the document with the shop's records for two years.

A shop may not exceed the amount of the estimate by more than 20% or \$50, whichever is less. If total costs are going to exceed this amount, then the shop must disclose the new costs to the customer and obtain the customer's approval for the additional charges before any work can begin.

6 Del. C. § 4904A

Invoices

All invoices must contain the following information:

- A description of all auto repair work performed, including all warranty work;
- A list of all parts supplied by the shop;
- A list of all labor performed. If a labor charge is not based on actual hours worked, then the invoice must specify that the charge is a flat rate. The only exception to the requirement that labor costs be listed separately is if the labor is included as part of a package price, such as for an oil change, then the shop is not required to separately list labor charges; and
- The shop must clearly disclose if any used, rebuilt or reconditioned parts or components were used as replacement parts;
- If any work is performed on the vehicle by someone other than a shop employee, then the shop must document and retain the name, address and telephone number of the person performing the work and disclose the information to the customer if they request it.

The customer must be given a copy of the invoice and the shop must maintain a copy for two years.

6 Del. C. §§ 4905A, 4907A

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

Estimates & Invoices

Delaware requires that the shop return all replaced parts to the customer unless one of the following applies:

- The part must be returned to the manufacturer or distributor;
- The part is hazardous material;
- The shop is required to properly dispose of or recycle the part.

6 Del. C. § 4906A

Estimates & Invoices

District of Columbia

Estimates

Prior to initiating any repair work, the dealer must provide to the customer a written estimate and receive written authorization from the customer to make repairs, unless the customer chooses to waive the right to a written estimate prior to authorizing repairs. The written estimate must also be signed by the dealer or dealer supervisor and contain the following information:

- The name, address, and telephone number of the repair dealer (as shown on the dealer's license) for the specific place of business
- The name and address of the customer
- Identification and description of the item to be repaired
- The date the item was received for repair (odometer reading for motor vehicles on this date), the date the estimate was issued, and the promised completion date of the repair
- A notation of all malfunctions, as described by the customer
- A notation by the dealer or supervisory inspector of all repairs required to correct the malfunctions described by the customer
- A general description of all repairs authorized by the customer
- A general description of the labor required for the completion of the authorized repairs, and the cost of that labor
- A general description of the parts to be replaced or added to complete the authorized repairs, and the total cost of the parts
- A statement of all additional charges, itemized as follows:
 - CHARGE FOR SUPPLYING THE ESTIMATE (in bold type)
 - Service call charges
 - Service and handling charges
 - Tax, and
 - Other charges

Invoices

Estimates & Invoices

A dealer must present a consumer with an invoice when the repairs are completed and prior to accepting payment. The invoice must be signed by the dealer or the dealer supervisor. If the final bill is on reverse side of the written estimate form, or otherwise a part of the written estimate form, the dealer need not repeat the following items on the invoice:

- The name, address and telephone number of the repair dealer (as stated on the dealer's license)
- The name and address of the customer
- Identification and description of the item repaired
- The statement: "Bond Filed with the Department of Consumer and Regulatory Affairs";
- This statement is bold type, on either side of the final bill form: **SAVE THIS DOCUMENT. TO MAKE INQUIRIES, CONTACT THE D.C. DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS BETWEEN 8:30 AM and 4:30 PM AT 941 NORTH CAPITOL STREET, NE WASHINGTON DC 20002 (202) 442-4615.**

The invoice must contain the following (unless the invoice is on the same form as the estimate then the immediately preceding bulleted items can be omitted):

- The name, address and telephone number of the repair dealer (as stated on the dealer's license)
- The name and address of the customer
- Identification and description of the item repaired
- The date the item was received for repair, the date the estimate was issued, and date on which the repair was completed
- A general notation of each stage of labor required to complete the authorized repairs, the amount of time required to complete each stage, and the total cost of the labor
- An itemization of each part added to or replaced in the repaired goods and a specific disclosure if any parts are rebuilt, used, or reconditioned; a description by name, factory part, number or by name, class and type, of each part added or replaced; and the charges levied for each part added or replaced. No miscellaneous designations (such as "shop supplies" or "shop materials") shall be used
- An itemized statement of all additional charges, including but not limited to, charges for supplying an estimate, service calls, storage, service and handling, taxes, and other charges
- Identification of each repairman who performed all or part of the repairs on the consumer goods and identification of the specific stage of repair for which each repairman named was partially or wholly responsible
- A statement identifying any and all work that was subcontracted to any other repair dealer including, when requested by the customer, the name and address of any subcontractors who have performed repair work on all or part of the consumer goods
- A statement describing the exact nature of any warranty on the repairs performed, including labor and parts, unless the warranty is attached to the final bill. If there is no warranty, that fact shall be disclosed
- The statement: "Bond Filed with the Department of Consumer and Regulatory Affairs"
- This statement is bold type, on either side of the final bill form: **SAVE THIS DOCUMENT. TO MAKE INQUIRIES, CONTACT THE D.C. DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS BETWEEN 8:30 AM and 4:30 PM AT 941 NORTH CAPITOL STREET, NE WASHINGTON DC 20002 (202) 442-4615, and**
- This statement in bold type: **ALL LABOR PERFORMED AND PARTS ADDED OR REPLACED WHERE NECESSARY TO PERFORM THE REPAIRS AUTHORIZED BY THE CUSTOMER.**

CDCR § 16-637

Estimates & Invoices

RECORD RETENTION

Records of repair jobs shall be available for inspection by the Department under this section for a minimum period of four (4) years and shall include the following:

- (a) A copy of each written estimate, as required by § 633;
- (b) A copy of each final bill, as required by § 637;
- (c) The name and address of the customer ordering the repair work;
- (d) A description of the article repaired, including type, serial number, or license tag number in the case of motor vehicles, and other information that would reasonably identify the repaired item; and
- (e) All changes of significant identifying numbers.

CDCR 16-620.7

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

The automotive repair dealer must deliver to the customer in the container in which a new part was packed any part replaced by that new part, unless the customer expressly waives this requirement by so indicating on the written estimate. This requirement is met if:

- The part is too large to be easily moved;
- The part must be returned to the manufacturer if the customer wishes to take advantage of a parts warranty; or
- The part can be rebuilt and the repairman purchases it from the customer for that purpose.

CDCR § 16-636

Estimates & Invoices

Florida

Estimates

The MVRA states that if a customer leaves his or her motor vehicle at the shop when the shop is closed, there is an implied waiver of the right to a written estimate; however, upon completion of the diagnostic work necessary to estimate the cost of repair, the shop must notify the customer either by telephone or mail of the estimated cost of repair.

The MVRA requires that a written estimate of the cost of a repair, including diagnostic work, be given to the customer before any work is begun if the repair will exceed \$100. The shop cannot charge for the estimate unless it discloses to the customer the amount of the charge or how the charge will be calculated and obtains authorization on the written repair estimate. The estimate must include:

- The name, address and telephone number of the repair shop;
- The name, address and telephone number of the customer;
- The date and time of the written repair estimate;
- The year, make, model, odometer reading, and license tag number of the motor vehicle;
- The proposed work completion date;
- A general description of the customer's problem or request for repair work or service relating to the motor vehicle;
- A statement as to whether the customer is being charged according to a flat rate or an hourly rate, or both;
- Any charge for shop supplies or for hazardous or other waste removal. If state or federal law mandates a charge, the estimate must reference the specific law that mandates the charge and the amount of that charge. If a charge is included, the estimate shall include the following:

"This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal"

- The cost for making a repair price estimate or, if the charge cannot be predetermined the basis on which the charge will be calculated;
- The customer's intended method of payment;
- If the customer chooses to designate one, the name and telephone number of another person who may authorize repair work;
- A statement indicating what, if anything, is guaranteed in connection with the repair work and the time and mileage period for which the guarantee is effective;
- A statement allowing the customer to indicate whether replaced parts should be saved for inspection or return;
- A statement disclosing the daily charge for storing the customer's motor vehicle after the customer has been notified that the repair work has been completed. Note: no storage charges can be charged until the vehicle has been left at the shop for more than three days;

Invoices

Estimates & Invoices

All invoices must contain the following information:

- The current date;
- The odometer reading of the vehicle;
- A description of what was done to correct the problem or the work performed;
- An itemized description and the cost of all labor, parts, and merchandise supplied. If an item is supplied without or at a reduced cost due to a shop or manufacturer's warranty, that must be indicated;
- A statement identifying any replacement parts that are used, rebuilt or reconditioned;
- Whether any of the parts or labor is guaranteed and the time and mileage period for which the guarantee is effective.
- The facilities motor vehicle registration number.

It is illegal to refuse to return a customer's vehicle because the customer has refused to pay unauthorized repairs or repairs costing in excess of the final estimate.

Each motor vehicle repair shop must maintain repair records including the written repair estimates and repair invoices. A customer's records must be available to the customer for inspection and copying for at least 12 months. A reasonable fee may be charged for copying if copying facilities are available. The customer is not entitled to remove original records from the premises.

A customer must be given a copy of any document requiring the customer's signature upon completion or cancellation of the repair work.

Fla. Stat. § 559.911

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

Parts must be made available for the customer to inspect or be returned to the customer only if the customer makes a specific request.

Fla. Stat. § 559.905

Georgia

Estimates

No Statutes/Regulations available at this time

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

No Statutes/Regulations available at this time

Estimates & Invoices

Hawaii

Estimates

Repair shops must give the customer a written estimated price for labor and parts necessary for a specific job prior to commencement of the job. Such written estimated price need not be given if waived in writing by the customer. No charge in excess of 15% of the estimated price, if the estimated price is less than \$100, or 10% of the estimated price, if the estimated price is in excess of \$100, may be charged for parts and labor supplied in excess of the estimated price, without the prior written or oral consent of the customer. Such consent shall be obtained at some time after it is determined that the estimated price is insufficient and before the labor not estimated is performed or the parts not estimated are supplied. This provision may be waived in writing by the customer, provided that such waiver by its terms shall be effective only after the dealer or mechanic has made reasonable efforts to contact the customer.

A reasonable fee may be charged for making the estimate.

If any crash parts manufactured by anyone other than the original vehicle equipment manufacturer are to be supplied or installed, the estimate must clearly state that fact and identify each of those crash parts. No repair shop may use crash parts which are not manufactured or supplied by the original vehicle equipment manufacturer unless the owner of the motor vehicle accepts the use of such parts and signs the estimate acknowledging the use and source of the crash parts.

HRS § 437B-15

Invoices

Invoices must describe all service work done and parts supplied. Service work and parts shall be listed separately on the invoice, which shall also state separately the subtotal prices for service work and for parts, not including the general excise tax, and shall state separately the tax, if any, applicable to parts and service work. If any crash, used, rebuilt, or reconditioned parts are supplied, the invoice shall clearly state that fact. If a part of a component system is composed of new and used, crash, rebuilt, or reconditioned parts, the invoice shall clearly state that fact. One copy shall be given to the customer and one copy shall be retained by the motor vehicle repair dealer.

HRS § 437B-13

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

Upon request of the customer at the time the work order is taken, replaced parts must be returned to the customer at the time of the completion of the work. Parts required to be returned to the manufacturer or distributor under a warranty arrangement are exempt from this requirement. If the parts must be returned to the manufacturer or distributor, the repair shop must offer to show the parts to the customer upon completion of the work, except that the shop is not required to show a replaced part when no charge is being made for the replacement part.

HRS § 437B-14

Estimates & Invoices

Idaho

Estimates

Estimates must include an itemization of the following charges:

- Labor charges, designating the number of hours and the rate per hour or the flat rate charge
- Any minimum charge
- Parts and materials separately listed
- Whether any parts are used or rebuilt
- Miscellaneous charges, designating the reason for the charge and the basis for the calculation of the charge

IAC Rule 131

Invoices

Invoices must include an itemization of the following charges:

- Labor charges, designating the number of hours and the rate per hour or the flat rate charge.
- Any minimum charge
- Parts and materials separately listed
- Whether any parts are used or rebuilt
- Miscellaneous charges, designating the reason for the charge and the basis for the calculation of the charge

IAC Rule 131

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

Upon request, old or replaced parts must be returned to or allowed to be inspected by the customer. Parts may not be retained for reuse or resale after a request has been made for their return by the customer.

IAC Rule 132

Estimates & Invoices

Illinois

Estimates

Before performing any repair work that exceeds \$100, a repair shop must provide the customer with a written estimate and the shop must maintain a written or electronic copy of the estimate for two years. Repair shops have two options for the type of estimate they can provide a consumer:

1. An itemized estimate separating parts and labor, which the repair shop cannot exceed by more than 10%. If a repair exceeds the estimate by more than 10%, the repair shop must first obtain the customer's oral or written approval before charging the consumer for the additional work; or
2. Give to each consumer a non-itemized estimate stating the total price for the repair, which the shop cannot exceed at all without the oral or written consent of the consumer.

The basic distinction between the options is that in option number one, you are informing the customer that the amount is an estimate that may not be exceeded by greater than 10% without prior approval. In option number two the repair shop is providing the consumer with a price limit that will not be exceeded without prior approval. The Illinois ARA recommends the following language for the estimate choice:

"You are entitled to a price estimate for the repairs you have authorized. The repair price may be less than the estimate but shall not exceed

- (1) any price limited estimate or
- (2) any parts and labor estimate by more than 10%. Additional repairs may not be performed without your consent. You may waive your right to a written estimate and require that you be notified if the price exceeds an amount you have specified.

You may waive your right to an estimate, which gives the motor vehicle repair facility the right to set the price without your permission. Your signature will indicate your selection.

(a) I request an estimate in writing before you begin repairs.

Signature.....

(b) Please proceed with repairs but call me for approval before continuing if the price exceeds \$.....

Signature.....

(c) I do not want an estimate and you may set the price of repairs.

Signature.....

Date.....

Time.....

This estimated price for authorized repairs will be honored if the motor vehicle is delivered to the facility within the time period agreed to by the consumer and the motor vehicle repair facility."

Estimates & Invoices

No work for compensation shall be commenced and no charges shall accrue without specific authorization from the customer in accordance with the following requirements:

- **Authorization.** Must provide a firm price or a written estimated price for labor and parts for a specific repair, including an estimate of the time necessary to complete the repair. Work may not begin until authorization to complete the repairs is given. May not charge for repair work done or parts supplied in excess of 10% or \$15.00, whichever is less, of the estimated price without oral or written consent of the customer. If such consent is oral the repair shop shall make a notation on the work order and on the invoice of the date, time, name of person authorizing the additional repairs, and telephone number called, if any, together with a specification of the additional parts and labor and the total additional cost. Oral authorization is acceptable if the customer dropped off the vehicle other than during normal business hours or if the vehicle is towed to the repair shop. Notation of such oral authorization must be made in the same was as described above.
- **Subcontracting.** No service shall be done by other than original repair shop without the consent of the customer, unless the customer cannot reasonably be notified. The repair shop shall be responsible, in any case, for any such service in the same manner as if said repair shop had done the service.
- **Cost of Reassembly.** In the event that it is necessary to disassemble, or partially disassemble, a vehicle or vehicle component in order to provide the customer with a written estimate for required repair or maintenance, the estimate shall show the cost of reassembly in the event the customer elects not to proceed with the repair or maintenance of the vehicle.
- **Failure to Meet Completion Date.** Must notify the owner if repairs cannot be completed by estimated completion date. If return of the vehicle is requested by the owner, the vehicle must be returned within 3 working days of such request. The repair shop is entitled to receive payment for the work actually done and those items on the schedule of charges to which he/she is entitled.
- **Waiver of Estimate.** A customer may waive the right of written estimate if such waiver is voluntary and without coercion.
- **Misrepresentation.** Repair shops may not intentionally make repairs upon a vehicle which are not necessary to correct the malfunction for repair of which its services were sought. A repair shop may not represent that it has performed work or replaced parts on a motor vehicle when said shop has not performed the work or replaced the parts.
- **Disclosure of Right to Estimate.** The following disclosure must be given to and signed by prospective customers:

"You are entitled to a price estimate for the repairs you have authorized. The repair price may be less than the estimate, but will not exceed the estimate by more than ten percent or \$15.00, whichever is less, without your consent. You may waive your right to a written estimate and require that you be notified if the price exceeds an amount you have specified. You may waive your right to an estimate which gives the repair shop the right to set the price without your permission. Your signature will indicate your selection.

(a) I request an estimate in writing before you begin repairs. _____ Signature

(b) Please proceed with repairs but call me for approval before continuing if the price _____

Estimates & Invoices

exceeds \$ _____. Signature _____
(c) I do not want an estimate and you may set the price of repairs. Signature _____
Date _____
Time _____

This estimated price for authorized repairs will be honored if the motor vehicle is delivered to the shop within ten days."

- **Work Orders.** A motor vehicle repair shop shall not perform any services not authorized by the customer by a work order. If a repair shop prepares a written work order, a legible copy shall be given to the customer. If a written work order is prepared by the customer, such work order shall be attached to the invoice. If the customer gives an oral work order, the oral work order shall be noted on the invoice and shall include the date, time, manner of authorization, telephone number called, if any, and by whom such authorization was given. Standard work order agreement provisions are as follows:

- (1) Authorization of repairs to be made;
- (2) Permission to operate the motor vehicle;
- (3) Acknowledgment of mechanic's lien to secure amount of repairs; and
- (4) Limitation on liability for loss or damage, if any.

- **Vehicle Operation.** A motor vehicle repair shop shall operate a customer's vehicle while in its possession only in accordance with the directions of the customer or as is necessary to repair or road test the vehicle.

- **Minimum Font Size for Disclosure Provisions.** Other than the disclosures and statements required by law, if any other preprinted provision is stipulated on a document which the customer signs, it must be no smaller than eight point type. If any provisions appear on a side other than that which the customer signs a notice must appear just above the customer's signature calling attention to additional terms and conditions and their location on the document.

- **Schedule of Charges.** Before taking custody of a motor vehicle, the repair shop must provide the owner with a written itemized schedule of charges, if such charges are made, to include the following items:

- (1) charges for making an estimate of repairs;
- (2) total charges for release of the motor vehicle in reasonably the same condition as when delivered to licensee if repairs are not made;
- (3) total charges for release of the motor vehicle in a disassembled state if it is not repaired;
- (4) towing charges;
- (5) storage charges; and
- (6) itemized list of all other charges, other than those included in the estimate.

Written estimates must indicate the hour labor charge and how it is computed; i.e., by clock hours or flat rate. If a flat rate is used, the manual used must be specified. However, a repair shop may utilize a job rate which covers both labor and parts, provided a list of parts is included in the estimate and invoice. If flat rate time is used, the customer shall be shown relevant time rates as listed in the manual, on request.

Except for the estimated price, shops may not charge a person for a service not recorded on the schedule of charges. The shop must retain one copy of the schedule of charges signed by the motor vehicle owner for a period of two years. If the shop cannot give the owner a

Estimates & Invoices

schedule of charges before taking custody of the vehicle (e.g. it is towed), the schedule must be given when the estimate is provided.

- **Removal of Vehicle.** Upon reasonable notice a customer may remove a vehicle from a repair shop, during the repair shop's business hours, upon paying for:

- (1) labor actually performed;
- (2) parts actually installed;
- (3) parts ordered specifically for the customer's car if the order is not cancelable or the parts not returnable for cash or credit; and
- (4) storage charges imposed in accordance with the schedule of charges.

- **Customer Inspection.** A customer has the right to inspect his/her vehicle before paying for repair work. The inspection must be on the premises of the repair shop.

City of Chicago Municipal Code § 4-228-025

Invoices

A repair shop must provide a legible copy of the invoice to the customer for every repair service. This is true even if the shop was not required to provide an estimate. The repair shop must keep a paper or electronic copy of the invoice for two years. An invoice must contain:

- The repair shop's business name and address;
- The name of the customer;
- The vehicle's description;
- The description and itemized costs of all parts and labor (including warranty work);
- The date of the invoice;
- The odometer reading at the time the invoice is prepared;
- The terms of any warranty or guarantee for the work performed;
- The total price charged.

815 ILCS § 360/50

Estimates & Invoices

Invoices must contain the following information:

- The repair shop's license number and the corresponding business name and address;
- The date of the invoice and the date the vehicle was presented to the repair shop for repair or servicing;
- The odometer reading on the vehicle on the date it was left with the repair shop and the time the invoice was prepared;
- A promised date of delivery, if any such date was given,
- The name of the customer,
- The description of the vehicle and the terms;
- Time limit of any guarantee for the repair work performed;
- Description of all repair work done by the motor vehicle repair shop, including all warranty work, and a separate identification of each part supplied, in such manner that the customer can understand what was purchased. The name of the manufacturer of all parts and the total price charged for all parts and labor must be specified;
- Service work and parts must be listed separately on the invoice, which must also state separately the subtotal prices for service work and for parts, not including sales tax, and shall state separately the sales tax, if applicable, to each;
- The name of any distributor giving a warranty of 90 days or more and/or 3,000 miles may be recorded on the invoice in lieu of the name of the manufacturer of the parts.
- If any used, rebuilt or reconditioned parts are supplied, the invoice shall clearly state that fact;
- If a part of a component system is composed of new and used, rebuilt or reconditioned parts, the invoice shall clearly state that fact;

A legible copy of such invoice shall be given to the customer and a legible copy will be retained by the motor vehicle repair shop for a period of two years from the time of repair as a part of the repair shop's records.

City of Chicago Municipal Code § 4-228-060(m)

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

No Statutes/Regulations available at this time

Estimates & Invoices

Upon request of the customer at the time the work order is taken, repair shops must return replaced parts to the customer upon the completion of the work except such parts as the motor vehicle repair shop is required to return to the manufacturer or distributor under a written warranty or exchange agreement. If such parts must be returned to the manufacturer or distributor, the repair facility at the time the work order is taken and request made shall offer to show, and upon acceptance of such offer or request shall show, such parts to the customer upon completion of the work, except that the repair shop shall not be required to show a replaced part when no charge is being made for the replacement part.

Those parts and components that are replaced and that are sold on an exchange basis are exempt from the above requirement, provided the customer is advised said parts are not returnable in writing on the estimate and/or invoice. When a request is made prior to commencement of the work the repair facility shall provide a reasonable opportunity to the customer to inspect the part that is to be repaired or replaced.

Customers must be informed of their right to receive or see replaced parts prior to the customers executing any document or engaging the facility or mechanic for the work. The information shall be given to the customer on the face of any contract, work order form, or other document evidencing the engagement of the facility or by separate written document, in at least 14-point boldface type, as follows:

"You are entitled by law to the return of all parts replaced, except those which are too heavy or large, and those required to be sent back to the manufacturer or distributor because of warranty work or an exchange agreement. You are entitled to inspect the parts which cannot be returned to you."

All motor vehicle repair shops shall give customers the choice of receiving replaced parts by including on all estimate forms the following statement:

"I request the return of parts replaced _____.
I do not want replaced parts returned to me _____."

The above statement shall be in 14-point or larger bold capital typeface and executed with one legible copy to the customer requesting repairs.

City of Chicago Municipal Code §§ 4-228-060(j)-(k), (l)(2)-(3)

Estimates & Invoices

Indiana

Estimates

A customer must be provided with a written estimate if the repair costs are anticipated to exceed \$750. If the cost of the repair exceeds the estimate by more than 10%, written authorization must be obtained from the consumer before the consumer can be charged the additional amount for the repair.

Ind. Code Ann. § 24-5-0.5-3(a)(12);

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

A repair facility must wait for at least 72 hours (three days) after notifying the consumer that repairs are completed, before disposing of the repaired or replaced part. Additionally, if the consumer requests, repaired or replaced parts must be returned or made available for inspection.

Ind. Code Ann. § 24-5-0.5-3(a)(13)

Estimates & Invoices

Iowa

Estimates (Authorization)

Written Authorization: (Iowa Code § 537B.3)

If a consumer authorizes, in writing, repairs or service upon a motor vehicle prior to the commencement of the repairs or service, a conspicuous disclosure in substantially the following language must appear on the authorization form or on a separate form provided to the consumer at the time of the authorization:

ESTIMATE YOU HAVE THE RIGHT TO A WRITTEN OR ORAL ESTIMATE IF THE EXPECTED COST OF REPAIRS OR SERVICE WILL BE MORE THAN FIFTY DOLLARS. YOUR BILL WILL NOT BE HIGHER THAN THE ESTIMATE BY MORE THAN TEN PERCENT UNLESS YOU APPROVE A HIGHER AMOUNT BEFORE REPAIRS ARE FINISHED. INITIAL YOUR CHOICE:

Written estimate.

Oral estimate.

No estimate.

..... Call me if repairs and service will be more than \$

Additionally, the authorization form must contain the following information:

- The date;
- The supplier's name;
- The consumer's name and telephone number; and
- The reasonably anticipated completion date.

If a written estimate is requested, the supplier may write the estimate on the authorization form or on another form. If the required repairs are unknown at the time the estimate is given, the supplier must state an hourly labor charge for the work. A copy of the written estimate must be provided to the customer upon request.

Verbal Authorization: (Iowa Code § 537B.3)

If a consumer orally authorizes the repairs or services, suppliers must inform the consumer of the right to receive a written or oral estimate prior to commencement of the repairs or services. The supplier must write down the consumer's response on an authorization form in compliance with the requirements listed above.

Estimates (Other)

Estimates & Invoices

Aftermarket Parts: (Iowa Code § 537B.4)

Repair facilities may not use aftermarket crash parts in the repair of a customer's motor vehicle without disclosing the proposed use of such parts in the estimate of repairs given to the customer prior to the repair of the motor vehicle. The estimate shall be in writing and shall clearly identify each part proposed to be used that is an aftermarket crash part. The following information shall appear in ten point type, or larger, on or attached to the estimate:

"This estimate has been prepared based on the use of aftermarket crash parts supplied by a source other than the manufacturer of your motor vehicle. Any warranties applicable to these replacement parts are provided by the manufacturer or distributor of these parts rather than the manufacturer of your vehicle."

Additional Repairs: (Iowa Code § 537B.6)

Suppliers must obtain written or oral authorization for the anticipated cost of any additional, unforeseen, but necessary repairs or services when the cost of such repairs or services amount to more than 10%, excluding tax, of the original estimate.

If the supplier did not provide the customer with an estimate because the original cost of repairs or services was less than \$50, and additional repairs or services are needed, the supplier must obtain written or oral authorization for any additional repairs if the total cost will exceed \$50.

Teardown: (Iowa Code § 537B.6)

Prior to the commencement of any repairs or services, suppliers must disclose that a charge will be made for disassembly, reassembly, partially completed work, or any other work not directly related to the actual performance of the repairs or services. Such charges must also be directly related to the actual amount of labor or parts involved in the inspection, repair, or service.

Invoices

Estimates & Invoices

Consumers must be provided with an itemized list of repairs performed or services rendered, including:

- A list of parts or materials;
- The cost of all parts or materials;
- A statement of whether parts are used, remanufactured or rebuilt, if not new;
- The amount charged for labor; and
- The identity of the individual performing the repair or service.

Additionally, upon request by a customer, suppliers must provide the customer with a receipt for any motor vehicle or part of a motor vehicle left with the shop.

The receipt must include:

- The identity of the supplier that will perform the repair or service;
- The name and signature of the supplier or a representative who actually accepts the motor vehicle or any part of the motor vehicle;
- A description including make and model number or other features as will reasonably identify the motor vehicle or any part of the motor vehicle to be repaired or serviced; and
- The date on which the motor vehicle or any part of the motor vehicle was left with or turned over to the supplier.

Iowa Code § 537B.6

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

Suppliers must return to the consumer any replaced parts, unless one of the following applies:

- The parts are to be rebuilt or sold by the supplier, or
- The parts are to be returned to the manufacturer in connection with warranted repairs or services.

Such intended reuse or return must be made known to the consumer prior to commencing any repair or service.

Iowa Code § 537B.6

Kansas

Estimates

No Statutes/Regulations available at this time

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

No Statutes/Regulations available at this time

Estimates & Invoices

Kentucky

Estimates

No Statutes/Regulations available at this time

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

No Statutes/Regulations available at this time

Louisiana

Estimates

No Statutes/Regulations available at this time

Invoices

Upon completion of repairs the customer must be given an invoice, a copy of which the repair shop must keep for its records. The invoice is required to include:

- A description of all work performed, including any warranty work;
- An itemization of all parts supplied;
- A clear statement of what new original or non-original manufacturer parts, or used, rebuilt or reconditioned parts were used, including any component system part; and
- The vehicle's identification number, make, model and mileage.

La. R.S. § 32:535.1

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

Repair shops are required to return all replaced parts to the customer once the repair is completed unless the parts are required to be returned to the manufacturer or distributor pursuant to a warranty agreement. If the parts are required to be returned to the manufacturer or distributor, then the repair shop must offer to allow the customer to inspect the part after the work is completed. The two exceptions to the requirement to return parts to a consumer are if

- 1) there is no charge for the replacement part; or
- 2) the damage to the part is apparent to the customer.

La. R.S. § 32:535

Estimates & Invoices

Maine

Estimates

Maine does not have specific estimate requirements; however, a customer may specify in writing a maximum dollar amount that the he or she is willing to pay for a repair. The customer must do this in writing. If the repair cost will be in excess of this ceiling amount, then the shop must first obtain oral or written approval before the customer is liable for the additional cost for the repair.

Repair facilities may not install any used, reconditioned or rebuilt parts unless the customer agrees in advance.

29-A M.R.S. §§ 1802, 1804

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

Effective October 1, 2007, a premium is imposed on all motor vehicle oil changes in Maine . The premium is \$1 per oil change if the vehicle gross weight is less than 10,000 lbs; \$2 if the gross weight is 10,000 lbs to 25,999 lbs; and \$3 per oil change if the gross weight is 26,000 lbs or more.

A "motor vehicle oil change" is defined as "the changing of any lubricating oil classified for use in an internal combustion engine, transmission, gearbox, differential or hydraulics in a motor vehicle." 10 M.R.S.A. § 1020(1)(E). Any person engaged in the service of providing changes of any of the above-mentioned lubricating oils must pay the premiums to the State Tax Assessor.

10 M.R.S. § 1020(6)

Parts Return

Before a repair shop can demand payment for any charge, it must first allow a customer to inspect replaced parts and if the customer requests, return the replaced parts to the customer. However, the shop is not required to return the replaced parts to the customer if the shop is under an obligation to return replaced parts to the manufacturer or distributor pursuant to a warranty or exchange agreement.

29-A M.R.S. § 1803

Estimates & Invoices

Maryland

Estimates

A written estimate is required only if the customer requests an estimate and the total amount of repairs will exceed \$25. If repair costs will exceed the estimate by more than 10%, the consumer must provide consent for the additional repairs before they can be charged to the consumer. The consumer's consent must be documented in writing. If the consumer chooses to cancel the repair order, the vehicle must be released expeditiously in as close as possible to the same condition as when it was dropped-off. If services must be performed on the vehicle to return it to this state, then a reasonable amount may be charged for this service.

A written estimate must include:

- The name and address of the vehicle owner;
- The vehicle's make, year and tag number;
- The vehicle's odometer reading;
- The total estimated cost of all parts, which should be specifically identified;
- Labor costs and the method used to compute them;
- Incidental service charges;
- Charges, if any, for the release of the vehicle in the event that the vehicle is not repaired;
- Charges, if any, for making the estimate. A repair shop may not charge for an estimate unless the charge is disclosed prior to beginning the needed diagnostics; and
- Any express warranty of parts or workmanship.

A repair shop may not use an estimate prepared by another shop or person. A shop has the responsibility to exercise their independent judgment regarding the work to be performed and the cost associated with that work. If after an independent review of the vehicle, the shop agrees with the previous estimate, they may incorporate the previous estimate by writing "adopted," "accepted," "incorporated" or a similar word on the previous estimate.

Montgomery County Code § 31A-10

Estimates & Invoices

A written estimate is required for any repair job exceeding \$50.00. The repair shop may charge the customer for the estimate, provided the fee is disclosed to the customer before the estimate is compiled. An estimate must contain:

- (1) the estimated completion date;
- (2) the price for labor and parts; and
- (3) any surcharges.

A shop may not charge a customer an amount that exceeds the written estimate by more than 10% without the customer's prior consent. The shop is not responsible to the consumer for a delay in the estimated completion date if the delay was caused by an act of God, strike, unexpected illness, or unexpected shortage of labor or parts. A customer may not be charged for repairs that he or she did not authorize.

Before beginning repair work on a vehicle, the shop must give the customer a copy of a form authorizing the estimated repairs that must contain a disclosure of the customer's consumer protection rights:

- A customer may request a written estimate for repairs that cost in excess of \$50;
- A customer may not be charged any amount ten percent in excess of the written estimate without the customer's consent;
- That the customer is entitled to the return of any replaced parts except when parts are required to be returned to the manufacturer under a warranty agreement; and
- That repairs not originally authorized by the customer may not be charged to the customer without the customer's consent.

The disclosure must be labeled "Customer's Rights." It must be conspicuous, in easily readable type and printed immediately before the customer's signature space as well as be physically separated from the other terms of the form. A shop may notify the customer orally of their rights if the customer's vehicle was towed into the shop or the customer dropped the vehicle off when the shop was closed. If the customer is given the disclosure orally, the shop must notate the name of the person notified, the date and time of the notification and be signed by the person who made the notification.

Crash Parts (Md. COMMERCIAL LAW Code Ann. § 14-2302)

If using crash parts, the repair shop must indicate what crash parts it intends to use and whether the crash parts are aftermarket crash parts. If aftermarket crash parts are used, the shop must include the following statement in its estimate:

"THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS THAT ARE NOT MANUFACTURED BY THE ORIGINAL MANUFACTURER OF THE VEHICLE OR BY A MANUFACTURER AUTHORIZED BY THE ORIGINAL MANUFACTURER TO USE ITS NAME OR TRADEMARK. THE USE OF CERTAIN AFTERMARKET CRASH PARTS MAY MODIFY THE ORIGINAL MANUFACTURER'S WARRANTY ON THE CRASH PARTS BEING REPLACED. UPON REQUEST OF THE CUSTOMER, THE BODY SHOP SHALL PROVIDE, IF AVAILABLE, A COPY OF ANY WARRANTY FOR AN AFTERMARKET CRASH PART USED."

This notice on this estimate must be made in a clear and conspicuous manner using 10-point capital type.

Md. COMMERCIAL LAW Code Ann. §§ 14-1002, 14-1006, 14-1008; 14-2302

Invoices

Estimates & Invoices

All repair jobs must be accompanied with an invoice describing the work that was performed on the vehicle and listing all parts supplied and that exact charge for each part or service (unless the total charge is less than \$15.00). Additional invoice requirements are:

- Name and address of the owner of the vehicle;
- Make of the vehicle;
- Tag number;
- Odometer reading;
- Specify if any used or rebuilt parts were used in a clear and conspicuous manner;
- The part's number of all parts replaced or installed. Except where parts have a warranty of 90 days or more, invoices shall include the brand name and parts number of all parts replaced or installed;
- A listing of any miscellaneous charges (see other Notice Disclosures, below)
- How labor charges are calculated;
- The name, initials or number of the mechanic(s) who performed the work;
- The registration number of the shop;
- A statement that the repairs were needed and were performed. A statement that the repairs were needed is not required when repairs are specifically requested by the consumer or approved by the customer upon recommendation by the shop;
- The signature of the person registered with the county, the shop manager or his designee, who shall verify that the vehicle has been tested or test driven when needed and that in his opinion the mechanic's work was performed satisfactorily. The consumer may waive in writing this requirement;
- The customer's instructions or descriptions of the symptoms regarding his vehicle's needs and the shop's diagnosis of the problem(s) (In the alternative, this statement may appear on the work order);
- Any express warranty on parts or workmanship.

Montgomery County Code § 31A-11

Once the repair shop completes all repairs, the shop must provide the customer with an invoice. The invoice must contain:

- A list of all work performed;
- A list of all parts supplied; and
- A description of any used, rebuilt or reconditioned parts used in the repair.

In addition to these requirements the Assurance also requires additional disclosures for brake and transmission services, which are discussed above.

Md. COMMERCIAL LAW Code Ann. § 14-1003

Other Mandatory State Fees

No Statutes/Regulations available at this time

No Statutes/Regulations available at this time

Parts Return

A repair shop must offer to return all replaced parts to the customer. The exception is if the shop is required to return the part to the manufacturer or distributor under a warranty agreement.

Md. COMMERCIAL LAW Code Ann. § 14-1004

Estimates & Invoices

The shop must return all replaced parts to the consumer. The only exceptions are if the manufacturer or distributor requires that parts be returned to them pursuant to a warranty agreement or the consumer provides oral or written consent to dispose of the parts.

Montgomery County Code § 31A-13

Estimates & Invoices

Massachusetts

Estimates (Authorization)

Authorization Requirements [940 CMR 5.05(3)]

Unless the customer's motor vehicle is delivered to the shop before or after its usual business hours, authorization must be obtained in one of the following ways:

- Written authorization signed by the customer listing the specific repairs to be performed and the total price to be paid for such repairs, including parts and labor; or
- Written authorization signed by the customer listing the specific repairs to be performed and the charges for such repairs, including parts and labor, are displayed in a clear and conspicuous manner on the premises of the repair shop; or
- If the repair shop is unable to obtain written authorization from the customer to perform specific repairs (as when the specific repairs to be performed on the vehicle are not known at the time the vehicle is delivered to the repair shop), the repair shop notifies the customer, prior to commencing any repairs, of the specific repairs to be performed on the vehicle and the total price to be charged the customer for such repairs, including parts and labor, and obtains the customer's authorization to perform such repairs; or
- A written waiver (prior to the commencement of repairs or services), in the following form, executed by the customer in a knowing, voluntary and intelligent manner:

Waiver

I understand that I have the right to know before authorizing any repairs what the repairs to my car will be and what their cost will be. You need not obtain approval from me for repairs or inform me prior to performing repairs what the repairs are or their cost, if the total amount for repairs does not exceed \$.

SIGNATURE

Such waiver may be included as part of a repair order provided, however, that such waiver is printed in clear and conspicuous type and that its execution may only be accomplished by the customer's signature separate from that appearing elsewhere on the order.

If the customer delivered the motor vehicle to the shop before or after its usual business hours, the shop must comply with the oral authorization requirements below.

Oral Authorization [940 CMR 5.05(5)]

Any time oral authorization is permitted, the repair shop must maintain written records containing the following information:

- The date and time the authorization was received;
- The name of the repair shop employee receiving the oral authorization and the name of the person making the authorization;
- A statement of the exact authorization received; and
- If the authorization was received over the telephone and the repair shop placed the call, the telephone number called.

Estimates (Pre-Work Documentation)

Estimates & Invoices

Prior to commencing repairs on a customer's vehicle, the following information must be recorded in writing:

- The name and address of the customer and a telephone number at which the customer may be reached;
- The date and approximate time the customer's vehicle was delivered to the repair shop;
- The year, make and registration number of the customer's vehicle;
- The odometer reading on the customer's vehicle; and
- The specific repairs requested by the customer, or, if the customer has not requested specific repairs, a brief description of the problems the customer has encountered with the vehicle which caused him to bring it to the repair shop.

940 CMR 5.05(2)

Invoices

At the completion of the repair work performed on the customer's vehicle, including warranty repair work, the customer must be given a dated written bill containing the following information:

- The name and address of the customer and the repair shop;
- The date the customer's vehicle was delivered to the repair shop;
- The year, make and registration number of the customer's vehicle and the odometer reading of the vehicle on the date it was delivered to the repair shop;
- An itemized list of the repairs performed on the customer's vehicle;
- A list of the parts supplied to the customer by name and number, the price charged to the customer for each such part, and the total amount charged to the customer for parts;
- If any part supplied was not new, a statement as to whether it was used, reconditioned or rebuilt;
- The number of hours of labor charged for the repair work, a designation of such hours as actual hours worked or flat-rate hours, the price charged to the customer for each such hour and the total amount charged to the customer for labor; and
- The total amount charged to the customer for parts and labor.

However, if the price charged to the customer for the repair work is a flat charge for the particular repair that was included in a schedule of charges posted in a clear and conspicuous manner on the premises of the repair shop at the time the vehicle was delivered, the repair shop need not list the price of each part supplied, the number of hours charged or the charge for each hour of labor.

940 CMR 5.05(9)

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

Estimates & Invoices

Prior to obtaining oral or written authorization to perform repairs on the customer's vehicle, the customer must be informed that he has the right to have any parts replaced by the repair shop returned to him at the completion of the repairs. If the parts must be returned to the manufacturer or some other person under a warranty or rebuilding arrangement, the customer must be informed of his right to inspect such parts. A repair shop can comply with this requirement by displaying such information in a clear and conspicuous manner on the repair shop's premises.

940 CMR 5.05(4)(b)

Estimates & Invoices

Michigan

Estimates

Before any automotive repair work can begin, the customer must be given a written estimate, itemizing as closely as possible the price for labor and parts necessary for a specific job prior. The cost of the diagnosis must be contained in the written estimate given to the customer. A written estimate is not required if the total cost for services and parts is less than \$20.

If the estimated price of parts and labor will exceed the original written estimate by more than 10% or \$10, whichever is less, the repair shop must obtain written or oral consent of the customer before performing any of the repairs in excess of the original estimate. If the customer does not want the repair work performed, then the customer is liable for all reasonable costs to return the vehicle to the condition it was in when it entered the facility. These costs must be indicated in written form itemizing the costs as closely as possible with a copy given to the customer.

Customers may also waive their right to a written estimate. To do so, the customer must agree to pay all reasonable costs of repair up to an amount stated by the customer. The waiver must be in 14 point or larger bold capital type face and executed with a copy given to the customer. The waiver shall read as follows:

I, _____, voluntarily request _____ to provide services or parts in the repair of the below described motor vehicle without receiving an estimate of repair costs. By signing this form, I understand that I will give up my right to:

1. Receive a written estimate of the cost for repairs;
2. Approve in advance any repairs or costs with a total cost under \$____; and
3. Refuse to pay for repairs with a total cost less than the amount stated above.

The facility may exceed the amount stated above only after I give my written or oral approval.

Motor vehicle description:

Customer Signature _____

Date _____

Time _____

This waiver shall not be effective unless given by the customer voluntarily and with full knowledge of the implications of the waiver. A motor vehicle repair facility or anyone in its employ shall not make use of the waiver in an attempt to evade Michigan laws.

MCLS §§ 257.1332, 257.1334a

Invoices

Estimates & Invoices

All invoices shall contain the following information:

- Repairs needed, as determined by the facility;
- Repairs requested by the customer;
- Repairs authorized by the customer;
- The facility's estimate of repair costs;
- The actual cost of repairs;
- The repairs or services performed, including a detailed identification of all parts that were replaced and a specification as to which are new, used, rebuilt, or reconditioned; and
- A certification that the repairs were completed properly or a detailed explanation of an inability to complete repairs properly.

The invoice shall be signed by the owner of the facility or by a person designated by the owner to represent the facility. The name of the mechanic or mechanics that performed the diagnosis and the repair shall also appear on the invoice.

MCLS §§ 257.1334, 257.131

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

Estimates & Invoices

Michigan law requires that the shop return all parts to the customer unless the parts must be returned to the manufacturer or distributor under a warranty or exchange arrangement. If the parts must be returned to the manufacturer or distributor, the repair shop must offer to show the parts to the customer.

Customers must be informed of their right to receive or see replaced parts prior to the customer executing any document or the commencement of services or repairs. The information shall be given to the customer on the face of any contract, work order form, or other document evidencing the engagement of the facility or mechanic or by separate written document, in at least 12 point boldface type. Alternatively, a repair shop may satisfy this requirement by displaying a clearly legible sign with lettering not less than 1-inch high, conspicuously displayed in the part of the facility where customer repairs are routinely contracted for. The language of this notice, whether on a document or sign, must read as follows:

"YOU ARE ENTITLED BY LAW TO THE RETURN OF ALL PARTS REPLACED, EXCEPT THOSE WHICH ARE TOO HEAVY OR LARGE, AND THOSE REQUIRED TO BE SENT BACK TO THE MANUFACTURER OR DISTRIBUTOR BECAUSE OF WARRANTY WORK OR AN EXCHANGE AGREEMENT. YOU ARE ENTITLED TO INSPECT THE PARTS WHICH CANNOT BE RETURNED TO YOU."

The repair shop must reasonably clean all parts that are to be returned to or inspected by the customer. Portable parts should be placed in a suitable container. Non-portable parts should be stored in a suitable place in the facility for the customer's inspection. Parts must be held for a minimum of 2 business days after the delivery of the vehicle to the customer unless the customer has authorized the immediate disposition of the parts. If the customer raises a dispute regarding the repair, the replaced parts are to be held by the facility until the disputed matter is resolved.

Upon request by the customer, repair shops must explain exactly why a replaced part is defective, non-functional, or otherwise replaced. Additionally, if the repair facility must keep the part under an exchange agreement, the facility must explain to the customer the precise terms of the exchange agreement, including the price to the customer if he wishes to reclaim the part.

MCLS § 257.1333; Mich. Admin. Code R 257.142-.145

Estimates & Invoices

Minnesota

Estimates

Estimates & Invoices

Upon the request of a customer, repair shops must provide a written estimate prior to the commencement of repairs. The estimate must include all the parts, materials and labor which in the standard practice of the trade or industry would normally be included in the repairs for which the estimate was requested. The requirement of a written estimate can alternatively be fulfilled if a shop orally communicates the contents of a required writing to the customer prior to commencing repairs and provides the writing to the customer upon completion of the repairs. In such case, the following must be noted on the writing:

- The time and date of the oral estimate and authorization;
- The telephone number called, if any; and
- The name of the person who received the information and orally authorized the making of the estimated repairs.

Charging for Teardown and/or Estimates

A shop may impose an additional charge for making a written estimate, including charges for disassembly, diagnosis, and reassembly necessary to make the estimate. These charges must be communicated to the customer before the estimate is made, and the customer must authorize the estimate.

Notice of Other Charges

At the time a shop provides a customer with a written estimate, the shop must inform the customer that any charge for storage/care, a service call, or a charge for making an estimate shall be in addition to the estimated price for the repairs. Additional Charges and/or Repairs

Repair shops may not charge more than 110 percent of the total price stated in the repair estimate without providing the customer with a revised written estimate and receiving authorization to continue with the repairs. However, repair shops may not unreasonably fail to disclose the possible need for additional work when the original estimate was made.

If continuation of the repairs is not authorized, the shop must return the motor vehicle as close as possible to its former condition or place it in a mutually agreed upon condition and shall release the vehicle to the customer upon payment of charges for repairs actually performed and not in excess of 110 percent of the original estimate.

Customers have the right to request a written estimate before any additional repairs are commenced on the motor vehicle regardless of whether the customer requested a written estimate of the price of the original repairs.

Notice

Repair shops must conspicuously display a sign that states the following:

"Upon a customer's request, this shop is required to provide a written estimate for repairs costing \$100 to \$7,500 if the shop agrees to perform the repairs. The shop's final price cannot exceed its written estimate by more than ten percent without the prior authorization of the customer. You must request that the estimate be in writing. An oral estimate is not subject to the above repair cost limitations. If the shop charges a fee for the storage or care of repaired motor vehicles or appliances, the shop shall conspicuously display a sign that states the amount assessed for storage or care, when the charge begins to accrue, and the interval of time between assessments."

Estimates & Invoices

Minn. Stat §§ 325F.58, 325F.62 Subdivision 3

Invoices

Invoices must contain the following information:

- The date of repair;
- The name and address of the shop;
- A description of all repairs performed;
- An itemization of the charges for parts, materials, labor, tax, delivery, storage or care, and any other charges assessed against the customer;
- A notation specifying which parts, if any, are new, used, rebuilt, reconditioned, or replated if that information is known by the shop. If parts, other than window glass, used in the repair are new parts, the invoice must indicate whether or not those parts are original equipment parts;
- A statement of any charge for storage or care, a service call or for making an estimate;
- A statement of the odometer reading at the time a motor vehicle is presented for repairs; and
- A statement of the symptoms, as described by the customer, for which the repairs were sought.

A written estimate may be used as an invoice if the required information is written on the face of the estimate.

Minn. Stat. § 325F.60

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

If a customer makes a request before repairs are commenced, the shop shall return replaced parts to the customer, except parts which the shop is required to return to the manufacturer, distributor, or other person for one of the following reasons:

- They are covered under a warranty or exchange arrangement;
- They are required to be retained pursuant to law; or
- They are necessary for pending litigation.

The customer must be given an opportunity to examine warranty or exchange parts for a period of five business days after completion of repairs.

Minn. Stat. § 325F.62, Subdivision 1

Estimates & Invoices

Mississippi

Estimates

If a written estimate is prepared for a potential customer, then the shop must clearly identify in a separate document attached to the estimate, that non-original equipment manufacturer aftercrash parts were used in preparing the estimate. The disclosure must be in type no smaller than ten-point and must state:

"THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER AND DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE."

Miss. Code Ann. § 63-27-5

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

No Statutes/Regulations available at this time

Missouri

Estimates

Non-OEM Parts Disclosure Requirements

Missouri requires the disclosure of non-original equipment manufacturer (Non-OEM) aftermarket crash parts used in the repair of a vehicle that is repaired pursuant to an insurance claim. Non-OEM parts may not be used without prior disclosure to and approval from the customer.

R.S. Mo. § 407.295

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

No Statutes/Regulations available at this time

Estimates & Invoices

Montana

Estimates

Motor vehicle service and repair shops must give customers a written estimate if requested by the customer and the repairs, maintenance or services exceed \$50. A reasonable charge may be made for the labor and diagnostic work performed in arriving at the estimate, but this charge must be disclosed on the written estimate. When requested, written estimates must contain the following information:

- The estimated price for labor;
- The estimated price for parts necessary for the specific job;
- Storage costs (if any); and
- The approximate date of work completion.

Repair shops cannot charge for parts or labor in excess of 10% or \$25, whichever is greater, above the estimated price without obtaining oral or written consent from the customer. Such consent must be obtained before the additional work is done and/or the additional parts are supplied.

Under Montana law, written estimates are valid for no more than 5 days. However, a shorter period of time may be designated if it appears on the written estimate.

Mont. Admin. R. 23.19.202(1)(a)

Invoices

Repair shops are required to provide customers with invoices containing the following information:

- All labor and materials charges;
- All service work performed by the repair shop;
- A list of all parts supplied; and
- Whether any used, rebuilt or reconditioned parts were supplied.

One copy of the invoice must be given to the customer and the repair shop must retain a copy for a period of at least 90 days.

Mont. Admin. R. 23.19.202(1)(b)

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

Estimates & Invoices

Upon request of the customer at the time the work order is taken, repair shops must return replaced parts to the customer when the work is completed. However, the replaced parts do not need to be returned in the following circumstances:

- Returning such parts would be impracticable because of size, weight or other similar factors; or
- The replaced parts must be returned to the manufacturer, distributor or other supplier under a warranty arrangement or exchange parts program.

If, at the time the work order is taken, a customer requests the return of parts which are exempt from the parts return requirement, then the repair shop must inform the customer that he is entitled to inspect the parts upon completion of the repairs or services. If the customer requests such a showing, the repair shop shall show such parts to the customer. However, repair shops are not required to show a replaced part when no charge is being made for the replacement part.

Mont. Admin. R. 23.19.202(1)(c)

Nebraska

Estimates

If a written estimate is prepared for a potential customer, then the shop must clearly identify on the estimate or separate document attached to the estimate that non-original equipment manufacturer aftermarket parts were used in preparing the estimate. The disclosure must be in type no smaller than ten-point and must state:

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AUTOMOBILE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUAL IN LIKE, KIND AND QUALITY IN TERMS OF FIT, QUALITY AND PERFORMANCE TO THE ORIGINAL MANUFACTURER PARTS THEY ARE REPLACING.

Nebraska Admin. Code Title 210, Ch. 45

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

No Statutes/Regulations available at this time

Estimates & Invoices

Nevada

Estimates

General (Nev. Rev. Stat. Ann. § 487.6875)

Customers requesting or authorizing repairs that are more than \$50 must be furnished an estimate, signed by the person making the estimate, indicating the total charge for the repairs or services. The total price must include the charge for labor and all parts and accessories necessary to perform the work. If the estimate is for the purpose of diagnosing a malfunction, the estimate must include the cost of:

- Diagnosis and disassembly; and
- Reassembly, if the person does not authorize the repair.

Additional Charges and/or Repairs (Nev. Rev. Stat. Ann. §§ 487.6877, 487.6881)

If it is determined that additional charges are required to perform the repair authorized, and those additional charges exceed, by 20% or \$100, whichever is less, the amount set forth in the estimate, the repair shop must notify the owner and insurer of the motor vehicle of the amount of the additional charges. The owner of the vehicle must either authorize the additional repairs or, without delay, pay for the authorized charges and take possession of the vehicle. No additional repairs involving additional charges can be performed until the customer authorizes such work.

Waiver of Estimate (Nev. Rev. Stat. Ann. § 487.6879)

Customers may waive their right to an estimate or notification of additional charges or repairs by executing a written waiver. The waiver must be executed by the person authorizing the repairs at the time he authorizes the repairs.

Retention of Records (Nev. Rev. Stat. Ann. § 487.6885)

Repair shops are required to retain copies of all estimates and waivers as ordinary business records for at least 1 year from the date of the estimate or the date the waiver was signed.

Invoices

Invoices must contain the following information:

- The name and signature of the person authorizing repairs;
- A statement of the total charges;
- An itemization and description of all parts used to repair the motor vehicle indicating the charges made for labor; and
- A description of all other charges.

Nev. Rev. Stat. Ann. § 487.6893

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

Estimates & Invoices

If the repair work requires the replacement of any parts or accessories, the repair shop must, at the request of the person authorizing the repairs or any person entitled to possession of the motor vehicle, deliver to the person all parts and accessories replaced. This requirement does not apply to parts or accessories which must be returned to a manufacturer or distributor under a warranty arrangement or which are subject to exchange. In such a case, the customer is entitled to inspect the warranty parts for which a charge is made.

Nev. Rev. Stat. Ann. § 487.6883

Estimates & Invoices

New Hampshire

Estimates

New Hampshire repair shops are not required to give a customer a written estimate unless the customer requests it; however the shop may not begin any repair or service unless the customer authorizes it.

If the customer requests a written estimate, a shop must provide a written estimate prior to beginning any service or repair work. The shop may not begin any service or repair set forth in the written estimate unless it receives the written permission of the customer to proceed.

However, the shop may orally advise the customer of the items contained in the written estimate and obtain verbal permission to proceed. It is a violation of the statute to engage in any type of conduct or action that has the effect of causing the customer to waive his or her right to an estimate as a condition to performing a repair or service. The written estimate must contain:

- An itemization of the service or repair work to be performed;
- An estimated price for parts and labor; and
- An estimated completion date

If the shop determines that services or repairs that are not disclosed in the written estimate are required, the shop must notify the customer of the estimated cost of the additional work and receive written or verbal permission to proceed before performing the work. A repair shop may not charge a customer any amount that exceeds the written estimate by more than 10% without the customer's consent.

A shop is not liable for a delay in completion of the repairs or services if the delay was caused by an act of God, a strike, an unexpected illness, an unexpected shortage of labor or parts, or unavailability of the customer to give permission to perform additional service or repair work.

RSA §§ 358-D:1 through D-8

Invoices

An invoice must be provided to every customer upon completion of the repair or service. The shop is required to maintain a copy of the invoice for one year. The invoice must contain:

- All work that was performed;
- All work that any subcontractor has performed (the shop is responsible for any service or repair performed by a subcontractor);
- All parts supplied that cost more than \$.50 and the retail cost of each part;
- The number of hours, or portion of hours, of labor charges and the retail cost of that labor;
- A statement as to whether or not the work performed is guaranteed, and if so, for how long; and
- The fact that any replacement parts or components are used, rebuilt, or reconditioned

RSA §§ 358-D:10

Other Mandatory State Fees

New Hampshire law imposes a \$.02 per gallon fee on all automotive oil imported into the state.

RSA § 147-B:12

Parts Return

Estimates & Invoices

If the customer requests, before the work begins, all parts that have been replaced must be returned to the customer. The exception is if the replaced part is required to be returned to the manufacturer or distributor under a warranty or exchange agreement. In that case the shop need not return the part to the customer.

RSA §§ 358-D:9

Estimates & Invoices

New Jersey

Estimates

A shop is required to provide a consumer with a written estimate in one of the following formats

- Provide a specific dollar amount for the repairs, which shall not exceed;
- Provide a detailed breakdown of all parts and labor necessary to complete the repair, including the cost of any diagnostic service (which must be agreed to by the customer);
- Provide the customer with a written estimated price to complete a specific repair; for example, "tire repair;"
- Obtain authorization from the customer to complete repairs not in excess of a specific dollar amount; or
- Obtain a written waiver from the customer for a written price estimate. The waiver must be signed by the customer; provided oral authorization must be received from the customer and documented including the estimated price of repairs, the date, time, name of person approving the estimate and the telephone number at which the person was contacted.

A customer must be provided with an estimate and the shop cannot begin any repair work until the shop receives the customer's written authorization. The authorization must contain:

- The customer's signature;
- The nature of the repair requested or problem presented by the customer; and
- The vehicle's odometer reading.

If the customer drops-off the vehicle during other than normal working hours or has another person drop-off the vehicle, then an oral authorization from the customer is sufficient to proceed with repairs. The oral authorization can be for an amount "not in excess of a specific dollar amount" or an estimated price of repairs. An oral authorization must be documented by a notation on a repair order or invoice with the date, time and name of the person approving the estimate or granting authorization and the telephone number at which the person was contacted.

If for an unexpected reason, the cost of a repair is going to exceed the price estimate, then the shop must obtain the customer's consent before proceeding with the additional repairs. If the authorization is given orally the shop must make a notation on the repair order and on the invoice of the date, time, name of person authorizing the additional repairs and the telephone number at which they were contacted.

N.J.A.C. §§ 13:45A-26C.2(a)(3), (6)

Invoices

Upon completion of repairs a shop is required to provide a customer with a written invoice. The invoice must contain all parts and labor itemized separately. It must also clearly state whether any parts used in the repair were new, rebuilt, reconditioned or used. The customer must also be provided a copy of all warranties and guarantees that accompany the repair or service, including the duration of the warranty or guarantee. The shop must also disclose the manner in which the warranty or guarantee will be honored, for example, by repair, replacement or refund as well as the guarantor's name and address.

N.J.A.C. §§ 13:45A-26C.2(a)(8)-(9)

Other Mandatory State Fees

No Statutes/Regulations available at this time

Estimates & Invoices

Parts Return

If a customer requests, the shop is required to return replaced parts to the consumer. A shop is not required to return parts that are impractical to return because of their size or that are required to be returned to a distributor or manufacturer due to a warranty or other agreement.

N.J.A.C. § 13:45A-26C.2(a)(7)

Estimates & Invoices

New Mexico

Estimates

New Mexico law generally requires repair facilities to provide customers with written estimates and obtain authorization before beginning any repair work. However, if the customer is not present at the time the estimate is finalized, the repair facility may obtain oral approval from the customer after providing full disclosure of the content of the written estimate. Additionally, if there is a diagnostic fee, the repair facility must disclose the basis for calculating the fee.

Oral Authorization Requirements

If a customer gives oral authorization to perform the repairs, the customer must be given a copy of the written estimate no later than the time he or she picks up the vehicle. Additionally, the following must be documented on the written estimate:

- Who authorized the repairs;
- The phone numbers at which they were contacted;
- Exactly what repairs were authorized; and
- The time, date and name of the person obtaining the authorization.

Additional Repairs or Charges

Repair shops must obtain authorization to perform additional repairs if the repairs exceed the estimate by the greater of ten percent (10%) or fifty dollars (\$50). However, if the additional repairs are authorized and paid for by an insurance company, no customer authorization is necessary.

Waiver

Consumers may choose to sign a waiver relieving the facility of the estimate responsibilities and requirements when they initially leave the automobile for repair. However, a consumer must be made fully aware of the consequences of his or her waiver, and the waiver must include a brief explanation of the privileges he or she has waived.

NMAC § 12.2.6.10(A), 12.2.6.11

Invoices

The customer must be provided with an invoice stating in detail:

- All repairs completed;
- All parts and material used, including disclosure of whether the parts used were used, rebuilt or aftermarket crash parts; and
- If any repair is sublet, the sublet repairs must be marked "sublet" on the customer's invoice.

No itemization is required if the charge for parts and materials is \$50 or less.

NMAC § 12.2.6.10©

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

Estimates & Invoices

Repair facilities must keep replaced parts for customer inspection. Customers may retain the parts if they so desire, unless the specific manufacturer requires that the part be returned or if the part is hazardous to the environment. If the customer desires removed parts that involve a core, the customer will be responsible for the core charge. A repair facility is not required to keep parts if disposal or special handling is required by law or after the vehicle has been released to the customer.

NMAC § 12.2.6.12(B)

Estimates & Invoices

New York

Estimates

If requested by the customer, repair shops must provide written estimates for parts and labor for each specific repair or service offered. Repair shops may not charge for work done or parts supplied in excess of the estimate without the consent of such customer. The repair shop may charge a reasonable fee for making an estimate. The estimate must contain the following information:

- The customer's name;
- The name and facility number of the repair shop;
- The date of the estimate;
- A list of parts necessary for each specific repair and the costs for each part;
- An indication which, if any, parts that will be supplied are not new parts of at least original equipment quality;
- The labor charges for each repair together with the costs of each labor charge;
- The year, make, and registration plate number or vehicle identification number of the vehicle;
- A description of the problem reported by the customer; and
- A statement informing the customer of his right to receive replaced parts if the customer makes a written request for such return.

Authorization / Work Order Requirements

Repair shops may not perform any services not authorized by the customer by a work order. If the repair shop prepares a written work order, a copy must be given to the customer. If the customer gives an oral work order, the following must be noted on the invoice:

- The time, date and manner of authorization
- The person who gave the authorization

15 NYCRR § 82.5(a) and (b)

Invoices

Estimates & Invoices

Invoices must contain the following information:

- The name, address and facility number of the repair shop;
- The date of the invoice;
- The date the vehicle was presented to the repair shop for repair or services;
- A list of all parts supplied and labor performed, including the cost for each such part and labor;
- A notation indicating the status of any part used which is not new and of at least original quality (i.e. used, rebuilt, etc.);
- The odometer reading on the vehicle at the time it was left with the repair shop and the odometer reading at the time the invoice was prepared;
- A promised date of delivery, if any such date was given;
- The name of the customer;
- The year, make, and plate number and/or vehicle identification number of the vehicle;
- The terms and time limit of any guarantee for the repair work performed;
- A description of the problem reported by the customer; and
- The repair shop registration number.

Inflatable Restraint Systems

If the inflatable restraint system is replaced, the invoice must indicate the name and tax identification number from whom the inflatable restraint was purchased. If such system is a salvage unit, the invoice must also state the dismantler's registration number, the vehicle identification number of the vehicle from which the unit came and the part number from the salvage inflatable restraint system. The invoice must indicate "salvage inflatable restraint system" if a salvage unit was used. The insurer and consumer each must receive a copy of the purchase invoice for the replacement inflatable restraint system. A repair performed under warranty requires an invoice which complies with these requirements.

If Body Parts Used in Repair

If body parts were used in the repair, the invoice must indicate if each such part is a new original equipment manufacturer part, a new aftermarket equipment manufacturer part or a used part. A statement on an invoice that all body parts are in one of the three classes except as otherwise indicated complies with this requirement.

15 NYCRR § 82.5©

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

Estimates & Invoices

As indicated above, the estimate must contain a statement informing the customer of his right to have replaced parts returned upon completion of the repairs. If the customer exercises this right by making a timely written demand, the repair shop must return the replaced parts to the customer. If work is authorized over the telephone, it is presumed that the customer wants his parts returned and the repair shop shall keep such parts until the customer retrieves the motor vehicle. Customers may not waive their rights to replaced parts over the telephone.

These requirements do not apply to parts, components or equipment normally sold on an exchange basis or subject to a manufacturer's warranty.

15 NYCRR § 82.5(d)

Estimates & Invoices

North Carolina

Estimates

A written estimate is required to be prepared for any repair that is anticipated to cost the customer more than \$350. An exception to this requirement is if the repairs will be paid for by a third party under the terms of an insurance policy, service contract, mechanical breakdown contract, or manufacturer warranty and the third party waives the estimate and indicates that the cost of repairs for the consumer will not exceed \$350.

A customer may waive his or her right to receive a written estimate. The waiver must be in writing. It is a violation of the MVRA to require, or to make a threat to induce, a person to waive the right to an estimate as a condition of performing repairs. Before preparing an estimate the shop must disclose the cost, if any, of preparing the estimate and, if there is a charge, obtain the customer's written authorization to prepare the estimate.

The estimate must be given to the customer before the repair work begins and must contain the total cost of repair, including:

- The cost of diagnostic work;
- A statement allowing the consumer to indicate whether replaced parts should be saved for inspection or returned; and
- A statement indicating the daily charge for storing the customer's vehicle after the customer has been notified that the repair is complete.

If the shop subsequently determines that the actual cost of repair will exceed the estimated amount of repair by more than 10% of the estimate, the shop must notify the customer. The customer may be notified orally or by other means such as e-mail or regular mail.

If the customer drops-off their vehicle when the shop is closed; if the shop believes that it cannot make an accurate estimate of the cost of repairs until after it completes diagnostic work; or if the customer allows a third person to drop-off the vehicle to the shop, then there is an implied partial waiver to the estimate requirement and the customer may be notified by means other than a formal estimate, such as by telephone, e-mail, or regular mail.

If a customer cancels the order for repair or decides not to have the vehicle repaired because the cost exceeds the estimate by more than 10% or after diagnostic work has been completed; the shop must expeditiously reassemble the vehicle in a condition reasonably similar to the condition in which it was received. The shop may charge, and the customer would be obligated to pay, the cost of repairs actually completed that were authorized by the written repair estimate as well as the cost of the diagnostic work and teardown, the cost of parts and labor to replace items that were destroyed by teardown, and the cost to reassemble the component or the vehicle; provided the customer was notified of these possible costs in the written repair estimate or at the time the he or she authorized the shop to reassemble the vehicle.

It is a violation of the MVRA for the shop to refuse to return a customer's vehicle when a customer refuses to pay repair charges that exceeded the estimate by more than 10% or more than what the customer authorized, provided the customer has paid the shop for the amount of the estimate and any additional authorized charges.

N.C. Gen. Stat. §§ 20-354.3 through 20-354.5

Invoices

Estimates & Invoices

Upon completion of repairs, the shop must give each customer an invoice. The invoice must be legible and include the following information:

- A statement indicating what was done to correct the problem or a description of the service provided;
- An itemized description of all labor, parts and merchandise supplied and its cost; and
- A statement identifying any replacement parts that are used, rebuilt or reconditioned

N.C. Gen. Stat. § 20-354.6

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

If the customer requests at the time repair work is authorized, the shop must return to the customer any replaced parts. The exception to this requirement is if the shop has a warranty arrangement or exchange parts program with a manufacturer, supplier, or distributor. In that case the shop is not required to return the parts, but must make them available for inspection. If a customer fails to pick-up replaced parts within two business days after taking delivery of the repaired vehicle, then the shop may discard the parts or sell them.

N.C. Gen. Stat. § 20-354.5(e)

North Dakota

Estimates

No Statutes/Regulations available at this time

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

No Statutes/Regulations available at this time

Estimates & Invoices

Ohio

Estimates (Face to Face Contact)

The supplier is required to notify the customer that they are entitled to an estimate for any repair or service that exceeds \$25.00. If the customer requests, the shop must give the customer a written or oral estimate.

Customer Drops-off Vehicle During Business Hours: ("Face-to-Face" Contact With The Customer)

The estimate must include:

- (1) the date;
- (2) the shop's name;
- (3) the customer's name and telephone number;
- (4) the anticipated completion date; and
- (5) if the customer requests the anticipated cost of repairs and services, the following disclosure must appear as the first disclosure on the estimate:

"ESTIMATE

YOU HAVE THE RIGHT TO AN ESTIMATE IF THE EXPECTED COST OF REPAIRS OR SERVICES WILL BE MORE THAN TWENTY-FIVE DOLLARS. INITIAL YOUR CHOICE:

_____ written estimate
_____ oral estimate
_____ no estimate"

Estimates (General)

If the customer chooses to receive an estimate, then the shop must provide the customer with the estimate as they request. If a customer has asked for a written or oral estimate, and once repair or service of the vehicle begins it appears that the cost will exceed the estimate by more than 10 percent of the original estimate, then the shop must obtain authorization from the customer before beginning the additional work. Additionally, if the initial cost of repairs or service was less than \$25.00, but once repair or service of the vehicle begins it appears that the cost will exceed \$25.00, then the shop must obtain authorization from the customer before beginning the repairs.

A shop is required to disclose to a potential customer if there will be a charge for disassembly, reassembly, or partially completed work should the customer initially authorize the repairs, but then choose not to have them completed. At the first meeting with the customer, the shop must also disclose if there are any other costs not directly related to the repairs or service such as diagnostic fees or shop charges.

In Lieu Of An Estimate

In lieu of providing a customer with an estimate as outlined above, prior to beginning any repairs, the shop may give the customer a written price quote which is binding for five days and says so on the quote.

O.A.C. § 109:4-3-13

Estimates & Invoices

Estimates (No Face to Face Contact)

Customer Drops-off Vehicle While Shop Is Closed (No Face-to-Face Contact With The Customer)

If the customer drops-off the vehicle when the shop is closed or has the vehicle dropped-off by a tow truck or by other means, then the shop must make available to the customer a form, in duplicate, with instructions directing the customer to keep a copy of the form. The form must contain the shop's name as well as the following information:

"ESTIMATE

YOU HAVE THE RIGHT TO AN ESTIMATE OF THE COST OF REPAIRS OR SERVICES WHICH YOU ARE REQUESTING. YOUR BILL WILL NOT BE HIGHER THAN THE ESTIMATE BY MORE THAN TEN PERCENT UNLESS YOU APPROVE A LARGER AMOUNT BEFORE REPAIRS ARE FINISHED. YOU CAN CHOOSE THE KIND OF ESTIMATE YOU WANT TO RECEIVE BY SIGNING YOUR NAME UNDER ONE OF THE FOLLOWING CHOICES AND INDICATING A TELEPHONE WHERE YOU CAN BE REACHED IF NECESSARY:

(a) written estimate

(Customer Signature)

(b) oral estimate

(Customer Signature)

(c) no estimate

(Customer Signature)

Customer name _____

Customer telephone number _____

Date _____"

Invoices

Estimates & Invoices

When repairs are completed, the shop must provide the customer with an invoice that contains the following information: [O.A.C. § 109:4-3-13(C)(12)]

- An itemized list of repairs or service performed
- An itemized list and cost of parts or materials used
- The amount charged for labor
- A disclosure of whether any replacement part was used, remanufactured or rebuilt
- The total cost of repairs or service; and
- The identity of the person who performed the repairs or service.

Right To A Receipt [O.A.C. § 109:4-3-13(C)(14)]

When a customer drops-off a part or vehicle to the shop and if the customer requests, the customer has a right to a written receipt for the part or vehicle. The receipt must contain the name of the shop, the name and signature of the shop employee who accepted the part or vehicle, the date the part or vehicle was left with the shop, and a description of the part or vehicle.

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

The shop must offer to return replaced parts to the customer, unless the parts are to be rebuilt or sold by the shop or must be returned to the manufacturer under a warranty agreement. If the parts cannot be returned to the customer for one of these reasons, then the shop must disclose this to the customer before repairs begin.

O.A.C. § 109:4-3-13(C)(13)

Oklahoma

Estimates

No Statutes/Regulations available at this time

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

No Statutes/Regulations available at this time

Estimates & Invoices

Oregon

Estimates

Estimates & Invoices

646A.482 Estimate required before beginning work; contents; evaluation.

(1) A vehicle repair shop shall prepare an estimate of the cost of work the vehicle repair shop proposes to perform on a motor vehicle before beginning the work. The vehicle repair shop not later than before receiving final payment shall give a copy of the estimate, either as a separate document or in the form of an invoice, to the owner or the owner's designee. The vehicle repair shop shall retain a copy of the estimate. The estimate, at a minimum, must:

- (a) Describe the general nature of the proposed work;
- (b) Divide the work into separate tasks, to the extent that the work may be divided into separate tasks; and
- (c) List:
 - (A) The estimated cost of labor and the parts or component systems the vehicle repair shop proposes to replace;
 - (B) The amount of any incidental charges; and
 - (C) The total estimated cost, which may consist of a reasonable range.

(2) If a vehicle repair shop proposes to disassemble all or a portion of a motor vehicle or to remove parts or components of a motor vehicle in order to evaluate the condition of the motor vehicle for the purpose of recommending or proposing additional work, in addition to complying with the requirements shown in subsection (1) of this section, the estimate must:

(a) List the total estimated cost of performing the disassembly and evaluation and a separate estimate of the cost for reassembly, assuming for the purpose of the estimate that the owner or owner's designee elects not to proceed with work the vehicle repair shop may recommend or propose after evaluating the condition of the motor vehicle; and

(b) State the estimated amount of time, calculated from the date on which the owner or owner's designee authorizes the disassembly, evaluation and reassembly of the motor vehicle, that the vehicle repair shop would reasonably take to reassemble the motor vehicle if all necessary parts are available and if the owner or owner's designee, on the day that the owner or owner's designee receives the estimate, elects not to proceed with work the vehicle repair shop recommends or proposes after evaluating the condition of the motor vehicle.

ORS § 646A.482

646A.486 Prohibited actions if estimate exceeds \$ 200; revision of estimate; methods to obtain owner authorization.

(1) Except as provided in subsection (2) of this section, a vehicle repair shop may not take any of the following actions if an estimate prepared under ORS 646A.482 shows that taking the action will cost the owner or the owner's designee more than \$ 200:

- (a) Evaluate the condition of a motor vehicle.
- (b) Disassemble all or a portion of a motor vehicle or remove parts or components of a motor vehicle in order to evaluate the condition of the motor vehicle.
- (c) Perform labor or replace or recondition a part in order to:
 - (A) Repair a motor vehicle; or
 - (B) Maintain the motor vehicle in or restore the motor vehicle to an operable condition or a condition that conforms with an identified or recognized standard.
- (d) Use a work method or procedure, perform a task or labor or replace a part in a manner

Estimates & Invoices

that differs from the method, procedure, task, labor or part described or identified in the estimate, if the change increases the cost specified in the estimate by more than 10 percent or by more than \$ 200, whichever amount is less.

(2) A vehicle repair shop shall obtain a separate authorization from the owner or the owner's designee before taking an action described in subsection (1) of this section. After consulting with the owner or owner's designee, the vehicle repair shop shall:

(a) Cross out, remove from or otherwise indicate on the estimate prepared under ORS 646A.482 the work the vehicle repair shop will not perform on the motor vehicle and recalculate and display on the estimate the cost of work the vehicle repair shop will perform before obtaining authorization or assent from the owner or owner's designee; or

(b) Prepare a new estimate in accordance with ORS 646A.482 and void the previous estimate before obtaining authorization or assent from the owner or owner's designee.

(3) The vehicle repair shop may obtain authorization or assent by any of the following means:

(a) Obtaining the signature of the owner or owner's designee under a statement printed on the estimate that authorizes the action.

(b) Obtaining the oral assent of the owner or owner's designee by telephone. The vehicle repair shop shall provide the owner or owner's designee with all material information shown on the estimate and shall note on the estimate the name and telephone number of the person that gives the assent and the date and time of the call.

(c) Receiving by facsimile, electronic mail or other electronic means a written message that authorizes the work. A facsimile message must display the signature of the person that gives the authorization and the date and time of transmission. An electronic mail or other electronic message must show the name of the person that gives the authorization and the date and time of transmission. The vehicle repair shop shall attach the facsimile or a printout of the electronic mail or other electronic message to a copy of the estimate.

ORS § 646A.486

646A.495 Owner designee; waiver of authorization requirement.

(1) An owner may designate a person as the owner's designee:

(a) In writing, either on the estimate prepared under ORS 646A.482 or by means of a separate document. The owner shall sign a written designation made in accordance with this paragraph. If the designation is a separate document, the vehicle repair shop shall attach a copy of the document to the estimate.

(b) Orally or by telephone. For a designation made in accordance with this paragraph, the vehicle repair shop shall note on the estimate the name and telephone number of the person who made the designation, the name of the owner's designee and, if the person made the designation by telephone, the date and time of the call.

(2) An owner may waive the authorization requirement set forth in ORS 646A.486 (2) only when the owner receives an explanation of the authorization requirements and signs a separate document directly under a statement that conspicuously identifies the authorization requirement.

(3) An owner may not designate a motor vehicle repair shop or a principal, agent or employee

Estimates & Invoices

of a motor vehicle repair shop as the owner's designee.

(4) For purposes of this section, a statement is conspicuous if a reasonable person reading the separate document should have noticed the statement.

ORS § 646A.495

Invoices

Before receiving final payment, repairs shops must provide a copy of the estimate (as a separate document or in the form of an invoice) to the owner or the owner's designee. The vehicle repair shop shall retain a copy of the estimate. The estimate, at a minimum, must:

- (a) Describe the general nature of the proposed work;
- (b) Divide the work into separate tasks, to the extent that the work may be divided into separate tasks; and
- (c) List:
 - (A) The estimated cost of labor and the parts or component systems the vehicle repair shop proposes to replace;
 - (B) The amount of any incidental charges; and
 - (C) The total estimated cost, which may consist of a reasonable range.

ORS § 646A.482

Other Mandatory State Fees

Parts Return

No Statutes/Regulations available at this time

Estimates & Invoices

Pennsylvania

Estimates

Shops are required to prepare a written estimate for a customer and must give a copy of the estimate to the customer. No repairs or service may begin on the vehicle until the customer approves. If the cost of repairs will exceed the estimate, then the shop must obtain the customer's approval for the additional repairs before the shop starts the additional repairs. Repair work may begin without disclosing a specific cost of repairs, provided the customer is told the hourly labor rate before repairs begin.

A written estimate must contain:

- The name and address of the customer as well as the telephone number where they can be reached;
- The date and approximate time the vehicle was dropped-off to the shop;
- The year, make and registration number of the vehicle;
- The odometer reading of the vehicle; and
- The specific repairs requested by the customer or a description of the problems the customer is experiencing with the vehicle.

When authorization to perform repairs is given verbally by a customer, the shop must make a record of this fact and keep the record on file. The record must contain:

- The date and time the authorization was received;
- The name of the employee who received the authorization;
- The name of the person who gave the authorization;
- A description of the exact authorization received; and
- If the authorization was received over the telephone and the shop placed the call, the telephone number called.

If the shop cannot provide an estimate at the time the vehicle is dropped-off because of the need for diagnostic work, the shop was closed when the vehicle was dropped-off or any other reason, no repairs may be performed until the customer is notified of the exact nature of the repairs to be performed and the total price to be charged, including parts and labor. The customer must provide oral or written authorization for the repairs.

37 Pa. Code §§ 301.5(2)-(5)

Invoices

Estimates & Invoices

Upon completion of the repairs or service, the shop must provide the customer with a written invoice. The invoice must contain the following information:

- The date;
- The name and address of the shop;
- The name and address of the customer;
- The date the vehicle was dropped-off with the shop;
- The year, make and registration number of the vehicle;
- The vehicle odometer reading at the end of the repairs;
- An itemized list of the specific work performed;
- A list by name and number of the parts supplied, the price charged for each part and the total amount charged for all part;*
- If a part supplied was not new, a statement that the part was either used, reconditioned or rebuilt;
- The number of labor hours, the charge per hour and the total amount of labor charges;* and
- The total amount the customer owes for the repair or maintenance.

* If the charge to the customer was a single charge for a particular service and the single charge is posted in a location likely to be noticed by the consumer, then the shop need not disclose the itemized list of parts or labor in the invoice.

37 Pa. Code § 301.5(8)

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

A shop is not required to return replaced parts to a customer, unless the customer specifically requests that the part be returned. If the replaced parts are required to be returned to a manufacturer or some other person under a warranty or rebuild agreement, the shop need only make the parts available for inspection.

37 Pa. Code §§ 301.5(4)

Estimates & Invoices

Rhode Island

Estimates

If requested by a customer, repair shops must provide the customer with a written estimate of the parts and labor necessary for each specific repair or service. The shop may charge a reasonable fee for the estimate, but may not charge for work done or parts supplied in excess of the estimate without the customer's consent. The estimate must include the following information:

- The customer's name;
- The name of the repair shop;
- The date of the estimate;
- A list of parts necessary for each specific repair together with the costs for each part;
- Indicating any parts which are not new parts of at least original equipment quality;
- The labor charge for each repair together with the costs of each labor charge;
- The hourly labor charge and how it is computed;
- Year and make of vehicle;
- Registration plate number or vehicle identification number;
- A description of the problem reported by the customer; and
- A statement informing the customer of his or her right to receive replaced parts if the customer makes a written request for such return.

Work Orders

Repair shops may only perform repairs authorized by a work order. If the shop prepares a written work order, the customer must be given a copy. If the customer prepares a written work order, it must be attached to the invoice. If the customer gives an oral work order, the following information must be noted on the invoice:

- Time and date;
- Manner in which authorization was given;
- The name of the person who gave the authorization.

R.I. Gen. Laws § 5-38.3-3(1)-(2)

Invoices

Repair shops must provide customers with invoices containing the following information:

- The name and address of the repair shop, the date of the invoice;
- The date the vehicle was presented to the repair shop for repair or services;
- A list of all parts supplied and labor performed, including the cost for each part and labor;
- A notation indicating the status of any part used which is not new and of at least original quality (i.e., used, rebuilt, etc.);
- The odometer reading on the vehicle at the time it was left with the repair shop and the odometer reading at the time the invoice was prepared;
- A promised date of delivery, if any date was given;
- The name of the customer;
- Year and make of the vehicle;
- The terms and time limit of any guarantee for the repair work performed;
- A description of the problem reported by the customer.

R.I. Gen. Laws § 5-38.3-3(3)

Other Mandatory State Fees

Estimates & Invoices

The hard-to-dispose material tax applicable to tire sales (above) also applies to motor oil, antifreeze, and organic solvents. As detailed above, retailers are not permitted to charge customers for the tax and/or include it as a separately stated invoice item. The collection of the tax is the same as for tires, and the amounts are as follows:

- Motor Oil- \$.05 per quart or \$.053 per liter
- Antifreeze- \$.10 per gallon or \$.0264 per liter
- Organic Solvents- \$.0025 per gallon or \$.00066 per liter

R.I. Gen. Laws § 44-44-3.7; CRIR § 01-087-002

Parts Return

Parts must only be returned if requested by the customer. If the customer authorizes the work over the telephone, repair shops should presume the customer wants the parts returned. Parts, components, or equipment normally sold on an exchange basis or that is subject to a manufacturer's warranty need not be returned.

R.I. Gen. Laws § 5-38.3-3(4)

South Carolina

Estimates

No Statutes/Regulations available at this time

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

No Statutes/Regulations available at this time

South Dakota

Estimates

No Statutes/Regulations available at this time

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

No Statutes/Regulations available at this time

Estimates & Invoices

Tennessee

Estimates

A written estimate is not required unless the customer requests it and the cost of repairs will exceed \$250.00. A customer may not be charged for any amount more than 25% over the estimate unless the shop makes a good faith effort to obtain the customers consent for the additional repairs. A good faith effort would be a telephone call to the consumer.

Tenn. Code Ann. § 66-19-104(a)

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

If a customer requests the return of replaced parts at the time he or she authorized the repairs or service, then the repair shop must return the parts. A shop does not have to return parts if the shop has a trade-in agreement or core charge agreement for reconditioned parts, unless the customer agrees to pay the shop the trade-in or core charge. Additionally, the shop need not return a part to a customer if the shop, as part of an agreement, must return the part to a manufacturer, distributor or other or if federal or state law requires certain disposal of a part. If a customer asks to inspect replaced parts, the shop must make them available for inspection.

Repair shops must post a notice in a prominent location of the facility notifying the customer of their right to have parts returned and/or inspect the replaced parts.

Tenn. Code Ann. § 47-18-104(b)(28)(A)

Texas

Estimates

The Texas Natural Resource Conservation Commission Registration Number must be displayed on every repair estimate or repair order. Before any work can be started, the shop must have signed authorization for the work from the customer.

Tex. Occ. Code §§ 2304.102, 2304.104

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

No Statutes/Regulations available at this time

Estimates & Invoices

Utah

Estimates

An estimate must be provided to a consumer and the customer must approve the estimate prior to initiating a repair work. The estimate must contain:

- The exact name and business address of the business entity which will repair
- The name and signature of the person who accepts the vehicle for repair.
- The name of any entity, other than the repair facility, which will perform repair services as well as its address, phone number and a contact person at such entity.
- A description including make and model number of the vehicle.
- A list of the anticipated repairs, inspection or other services to be performed;
- The estimated charges for those repairs, inspections or other services; and
- The reasonably expected completion date of such repairs, inspection or other services to be performed, including any charge for re-assembly of any parts disassembled in regards to the providing of such estimate;
- Any charge for inspection that will be a charge for re-assembly of the parts or that it is not possible to re-assemble such parts.

If the repair service estimate exceeds \$50, the consumer must be provided with a transcript or copy of his/her express authorization at or before the time the consumer receives the bill or invoice. Businesses must also obtain express authorization for additional, unforeseen, but necessary, repairs, inspections or other services when those repairs, inspections or other services amount to ten percent (10%) or more (excluding tax) of the original estimate. A transcript or copy of the consumer's express authorization for these repairs must also be given to the consumer at or before the time the consumer receives the bill or invoice.

The required signatures can be in the form or a facsimile transmission, e-mail, telephonic or other electronic means that is stored, recorded or retained by the supplier evidencing the consumer's express authorization, a transcript or copy of which shall be provided to the consumer on or before the time that the consumer receives the initial billing or invoice for supplier's performance.

Utah Admin. Code r. 152-11-5

Invoices

The consumer must be given a copy of the invoice. The invoice must contain an itemized list of repairs, inspections, or other services performed and the reason for such repairs, inspections, or other services, including:

- A list of parts and a statement of whether they are new, used, rebuilt, or after market, and the cost thereof to the consumer; and
- The number of hours of labor charged, apportioned for each part, service or repair, and the name or other reasonable means of identification of the mechanic or repairman performing the service, provided, however, that the requirements
- In lieu of an itemized list, if a flat fee was provided in the estimate, the flat fee is sufficient.

Utah Admin. Code r. 152-11-5

Other Mandatory State Fees

No Statutes/Regulations available at this time

Estimates & Invoices

Parts Return

The repair facility must provide the consumer with an opportunity to inspect all replaced parts unless:

- The parts are to be rebuilt or sold by the supplier and such intended reuse is made known to the consumer in writing on the original estimate; or
- The parts are to be returned to the manufacturer or distributor under a written warranty agreement; • or the parts are impractical to return to the consumer because of size, weight, or other similar factors; or
- the consumer waives the return of such parts in writing after repairs are completed and a total cost is presented.

Utah Admin. Code r. 152-11-5

Vermont

Estimates

No Statutes/Regulations available at this time

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

No Statutes/Regulations available at this time

Estimates & Invoices

Virginia

Estimates

If a customer requests a written estimate and the cost of repairs is likely to exceed \$25.00, before any repair work other than diagnostic work can begin, the shop must provide the customer with a written estimate and the customer must authorize the repairs. A customer may orally authorize repairs. The ARFA, sets time limits, outside of which the shop is not required to provide a written estimate. The shop is not required to give a customer a written estimate before 10:00 a.m. or after 4:00 p.m. during a working day. An estimate must include:

- The estimated cost of labor;
- The estimated cost of parts;
- A description of the problem or work to be completed as described or authorized by the customer; and
- The estimated completion time.

A customer may not be charged for any costs that are more than 10% (or 25% if the vehicle is more than 25 model years old) over the written estimate, unless they have first consented to the additional costs or repairs.

The shop may charge a customer a reasonable amount for a written estimate provided the shop discloses the charge in a written document that is signed by the customer or on a sign that is posted in a conspicuous location at the entrance of the repair facility.

The shop is not responsible for missing an estimated completion date if the reason for the delay is an act of God, an unexpected shortage of labor or parts or another cause beyond the control of the shop.

Va. Code Ann. § 59.1-207.3

Invoices

Upon completion of repairs the customer must be given a written invoice. The invoice must clearly indicate:

- The work performed;
- The charges for parts, distinguishing parts that are covered by a warranty and the ones that are not;
- Parts that are used, rebuilt or reconditioned; and
- The charge for labor;

If the service that is performed is based on an advertised single price basis (such as an oil change or tire job), then a detailed invoice is not required.

Va. Code Ann. § 59.1-207.5

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

Estimates & Invoices

At the time repair work is authorized, the shop must offer to return to the customer all replaced parts, provided the part is not required to be returned to a manufacturer or distributor under a warranty, trade-in, core charge or reconditioned parts agreement. If the part is required to be returned, the customer still has the right to inspect the part. If the part is required to be returned to the manufacturer or distributor and the customer still wants the part, the customer must pay the core charge or any other fee associated with keeping the part.

A special provision that applies to a shop replacing motor vehicle glass is that the shop may not advertise or promise to provide any coupon, credit or rebate to pay all or part of an insurance deductible.

Va. Code Ann. § 59.1-207.4

Estimates & Invoices

Washington

Estimates

Estimates & Invoices

General Requirements [Rev. Code Wash. §§ 46.71.015(1), 46.71.015(4), 46.71.060]

Washington law generally requires all estimates that exceed \$100 to be in writing and contain the following information:

- The date;
- The name, address and telephone number of the repair facility;
- The name, address and telephone number, if available, of the customer or the customer's designee;
- If the vehicle is delivered for repair, the year, make and model of the vehicle, the vehicle license plate number or last eight digits of the vehicle identification number and the odometer reading of the vehicle;
- A description of the problem reported by the customer or the specific repairs requested by the customer; and
- A choice of waiver alternatives described in RCW 46.71.025 (see below).

A copy of the estimate, unless waived, must be provided to the customer or the customer's designee prior to supplying parts or labor. Additionally, the repair shop must retain copies of all written price estimates for at least one year after the date on which repairs were performed.

Waiver of Estimate [Rev. Code Wash. § 46.71.025(1)]

Repair shops are not required to provide written repair estimates if the following document is given to the customer and the customer selects an option that does not require an estimate:

"YOU ARE ENTITLED TO A WRITTEN PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. YOU ARE ALSO ENTITLED TO REQUIRE THE REPAIR FACILITY TO OBTAIN YOUR ORAL OR WRITTEN AUTHORIZATION TO EXCEED THE WRITTEN PRICE ESTIMATE. YOUR SIGNATURE OR INITIALS WILL INDICATE YOUR SELECTION.

1. I request an estimate in writing before you begin repairs. Contact me if the price will exceed this estimate by more than ten percent.
2. Proceed with repairs but contact me if the price will exceed \$.
3. I do not want a written estimate.

Initial or Signature _____

Date _____

Time _____

No Face-to-Face Contact [Rev. Code Wash. § 46.71.025(3)]

Written estimates are not required if the customer's vehicle is brought to the repair shop's place of business without face-to-face contact between the customer and the repair shop. Face-to-face contact means actual in-person discussion between the customer or his or her designee and the agent or employee of the automotive repair facility authorized to intake vehicles or components.

Prior to providing parts and labor, the repair facility must obtain either the oral or written authorization of the customer or the customer's designee. The repair facility must note on the estimate or repair order the following information:

- The date and time of obtaining an oral authorization;
- The total amount authorized;
- The name or identification number of the employee who obtains the authorization; and
- The name of the person authorizing the repairs.

Additional Charges [Rev. Code Wash. § 46.71.025(2)]

Repair shops may not charge the customer more than 110%, not including sales tax, of the total given of the written estimate without obtaining written or oral authorization to such additional charges. If oral authorization is given, the following must be recorded on the invoice:

- The date and time of the oral authorization;

Estimates & Invoices

- The additional parts and labor required;
- The estimated cost of the additional parts and labor, or where collision repair is involved, aftermarket body parts or non-original equipment manufacturer body parts, if applicable;
- The name or identification number of the employee who obtains the authorization; and
- The name and telephone number of the person authorizing the additional costs.

Invoices

Regardless of whether an estimate is required, customers must be given an invoice upon completion of the work that contains the information required to be on written estimates (above) and the following information:

- A description of the repair or maintenance services performed on the vehicle;
- A list of all parts supplied, identified by name and part number, if available;
- Part kit description or recognized package or shop supplies, if any;
- An indication whether the parts supplied are rebuilt, or used, if applicable or where collision repair is involved, aftermarket body parts or non-original equipment manufacturer body parts, if applicable;
- The price per part charged, if any, and the total amount charged for all parts;
- The total amount charged for all labor, if any; and
- The total charge.

If the repair work is performed under warranty or without charge to the customer, other than an applicable deductible, the repair facility must provide either an itemized list of the parts supplied, or describe the service performed on the vehicle, but is not required to provide any pricing information for parts or labor.

Invoices must be kept by the repair shop for at least one year from the date the repairs were performed.

Rev. Code Wash. §§ 46.71.015(2) and (3), 46.71.060

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

Repair facilities must return replaced parts to the customer at the time the work is completed only if the customer requested the parts at the time of authorization of the repair. If a customer at the time of authorization of the repair requests the return of a part that must be returned to the manufacturer, remanufacturer, distributor, recycler, or rebuilder, or must be disposed of as required by law, the repair facility must offer to show the part to the customer, but does not need to return the part. The repair facility need not show a replaced part if no charge is being made for the replacement part.

Rev. Code Wash. § 46.71.021

Estimates & Invoices

West Virginia

Estimates

No Statutes/Regulations available at this time

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Disclosure

Repair shops must disclose the use of aftermarket crash parts. The disclosure must specify:

- Whether the replacement parts are genuine crash parts;
- The manufacturer of the replacement aftermarket crash parts; and
- Clearly and conspicuously place in an estimate, the following statement:
"THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS THAT ARE NOT MANUFACTURED BY THE ORIGINAL MANUFACTURER OF THE VEHICLE OR BY A MANUFACTURER AUTHORIZED BY THE ORIGINAL MANUFACTURER TO USE ITS NAME OR TRADEMARK. THE USE OF AN AFTERMARKET CRASH PART MAY INVALIDATE ANY REMAINING WARRANTIES OF THE ORIGINAL MANUFACTURER OF THE CRASH PART"

W. Va. Code § 46A-6B

Parts Return

No Statutes/Regulations available at this time

Estimates & Invoices

Wisconsin

Estimate Alternative:(Firm Price Quotes)

Estimate Alternative / Firm Price Quotations (Wis. Adm. Code ATP § 132.04)

Before a shop starts any repairs totaling \$50 or more, the shop must provide the customer with either a statement of estimate alternatives or a firm price quotation.

Statement of Estimate Alternatives

A statement of estimate alternatives, if provided, must be conspicuously printed on either the repair order or on a separate document attached to the repair order and contain the following language:

"YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

1. I request an estimate in writing before you begin repairs.
2. Please proceed with repairs, but call me before continuing if the price will exceed \$ ____.
3. I do not want an estimate. _____"

Firm Price Quotation

A firm price quotation, if provided, must be written on the repair order and contain the following language:

"THIS PRICE FOR THE AUTHORIZED REPAIRS WILL NOT BE EXCEEDED IF THE MOTOR VEHICLE IS DELIVERED TO THE SHOP WITHIN 5 DAYS."

Estimates (General)

A written estimate is required before a repair shop may perform repairs totaling \$50 or more. The repair shop must provide the customer with a copy of the written estimate unless there was no face-to-face contact between the customer and the shop representative when the repairs were authorized. Estimates must include the following information:

- The name and address of the shop;
- The name and address of the customer;
- The model, make and license number of the motor vehicle if the motor vehicle is in the shop's possession;
- The repair price information required under ATP § 132.04, if any (see below);
- The estimated date by which the repair will be completed, if an estimated completion date is required;
- Notice that customer is entitled to inspect or receive any components, parts or accessories replaced or removed by the shop;
- A description of the repairs authorized by the customer;
- The date the repair order is written; and
- The signature of a shop representative.

Wis. Adm. Code ATP § 132.03

Estimates (Other)

Estimates & Invoices

Estimated Completion Date (Wis. Adm. Code ATCP § 132.05)

Before a repair shop starts any repairs for which it has accepted a prepayment of \$250 or more, the shop must give the customer an oral or written estimate of the completion date. The estimated completion date must be recorded on the repair order.

Additional Repairs/Authorization (Wis. Adm. Code ATCP § 132.06)

Before a shop starts any additional repairs, beyond those previously authorized by the customer, the customer must be contacted and provided with all of the following:

- A description of the proposed additional repairs;
- A good faith estimate of the price for the proposed additional repairs; and
- A good faith estimate of the total repair price, including the previously authorized repairs and the additional repairs.

No shop may perform any additional repairs, beyond those previously authorized by the customer, unless the customer authorizes those additional repairs after receiving this information. Authorization may be given verbally. If a shop has reason to believe that the price for any repairs will exceed the estimate for those repairs, the shop may not proceed with the repairs until a shop representative contacts the customer, provides the customer with a new good faith estimate of the repair price, and obtains the customer's authorization to proceed. If a shop has reason to believe that repairs will not be completed by the estimated completion date, the shop may not proceed with repairs until a shop representative contacts the customer, provides the customer with the shop's new estimated completion date, and obtains the customer's authorization to proceed.

If a customer gives additional authorization, the following information must be recorded on the repair order or invoice:

- The date and time of authorization;
- The name of the person who gave the additional authorization;
- A description of the additional repairs authorized;
- The new total price estimate; and
- The new estimated completion date.

Diagnostic Charges [Wis. Adm. Code ATCP § 132.09(4)(g)]

Repair shops may charge a customer for preparing a repair estimate or firm price quotation only if both of the following criteria are met:

- The charge constitutes reasonable compensation for preliminary diagnostic work that is reasonably required for the shop to give the estimate or quote; and
- The repair shop disclosed the charge, or the rate at which the charge will be computed before the shop starts any diagnostic work for which a charge will be assessed.

Invoices

Estimates & Invoices

Invoices covering every repair made by the shop must be provided to customers and include the following information:

1. The name and address of the shop;
2. The name and address of the customer;
3. The date on which the repaired motor vehicle, component, part or accessory is tendered back to the customer;
4. The model, make and license number of the motor vehicle, if the motor vehicle has been in the shop's possession;
5. The odometer reading when the motor vehicle was received by the shop, if the motor vehicle has been in the shop's possession;
6. The price for the repairs, stated as the total price or as separate total prices for parts and labor;
7. An itemized description of the labor, parts, components and accessories supplied in connection with the repairs, including items supplied without cost or at reduced cost because of a shop or manufacturer's warranty. If units of labor time based on flat rate average time are stated on the invoice, the actual labor time shall also be stated;
8. If any labor, part, component or accessory carries a warranty from the shop or manufacturer, a statement or notation indicating that fact;
9. If any part, component or accessory is used, rebuilt, recycled or reconditioned, a statement or notation indicating that fact;
10. The identity of each person performing the repairs, including the name of any shop that performed all or part of the repairs as a subcontractor. If a shop employs more than 10 repair personnel who work in teams, the repair invoice may specify the name of the team leader whose team performed the repairs, instead of the individuals who performed the repairs, provided the shop keeps records indicating which team members worked on each repair;
11. The following statement, printed verbatim:
"Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911."

Wis. Adm. Code ATCP § 132.08

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

Repair shops must only return replaced parts if the customer, before the shop starts the repairs, requests to have the parts returned. If the shop is required to return a replaced part under a warranty or exchange agreement, the repair shop need not return the part to the customer, but the replaced parts must be made available for inspection by the customer.

Wis. Adm. Code ATCP § 132.07

Estimates & Invoices

Wyoming

Estimates

No Statutes/Regulations available at this time

Invoices

No Statutes/Regulations available at this time

Other Mandatory State Fees

No Statutes/Regulations available at this time

Parts Return

No Statutes/Regulations available at this time

**AUTOMOTIVE
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REPAIR
ASSOCIATION**



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STANDARDS FOR AUTOMOTIVE REPAIR

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