

On-Site Fleet Maintenance and Repair Solutions

2241-E S.W. 31st Street, Fort Lauderdale, FL 33312 • Toll Free: (844) 736-3050 • Phone: (954) 745-9597

## CREDIT CARD AUTHORIZATION FORM

I hereby authorize *Dave's Fleet Services Group, Inc., D.B.A. Dave's Fleet Service*, and *D.B.A. 24/7 Truck Repair* and or its affiliates (hereinafter "Dave's") to secure an authorization against this credit card prior to commencement of the service call, repairs and/or for special order parts.

By signing my name below, I agree that the fee(s) paid to Dave's as indicated below, is nonrefundable. I verify by signing this Credit Card Authorization Form, I choose to pay by credit card for all services listed on the Roadside/On-Site Repair Authorization Form and agree to all terms and conditions stated within the accompanying forms and as set forth per the website www.davesfleetservice.com.

Valid Credit Card Number:
Visa: Master Card: AMEX:
Name on card:
Expiration Date:
3 Digit Code:
Card Billing Address:
Authorized Signature:

Upon completion of this form, please remit by fax to: (305) 647-2414 Attn: Credit Dept. or email to: info@davesfleetservice.com.

A copy of the credit card, card holder's driver's license, or identification card and a signature is required prior to the commencement of work.

Note: If a service call is cancelled after it has been dispatched, the above credit card will be charged for the amount of the service call as quoted at time of placement, plus any applicable travel time accrued. No Exceptions!

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## ROADSIDE/ON-SITE REPAIR AUTHORIZATION AGREEMENT

The completion of this form hereby gives authorization to *Dave's Fleet Services Group*, *Inc.*, *D.B.A. Dave's Fleet Service*, and *D.B.A. 24/7 Truck Repair* and/or its affiliates (hereinafter "Dave's") to perform the described roadside repair and/or assistance.

There is a two (2) hour minimum at the applicable rate quoted either by verbal communication or per our website: <u>davesfleetservice.com</u> for each service call plus applicable travel time & mileage charges, labor, parts, disposal fees and applicable fees and tax.

By signing this form, the client agrees to only contact Dave's directly for any related issues or questions. Client agrees that they shall not contact and/or hire any of Dave's employees/independent contractors regarding any and all matters including but not limited to other work outside the repair and/or services being provided in this Agreement for a period of two (2) years after the date of this Agreement.

The minimum labor rate is \$125.00 per/hr. between 8:00 a.m. and 5:00 p.m. Monday thru Friday. The minimum labor rate after hours, holidays or weekends is \$150.00 per/hr. This payment will be secured by an approved credit card authorized below. NOTE: LABOR FOR SERVICE CALLS IS BILLED FROM PORT TO PORT.

Company Name:
Company Address:
Call Placed by:
Contact Phone Number:
E-mail Address:
Initial Time of Call:
Breakdown Location:
Vehicle Description:
Driver Name:

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Note: The client is responsible for the FULL payment of the service call even if the above repair cannot be performed due to the vehicle not located at its specified location, in an unsafe environment or unavailability of parts & or other unforeseen circumstances that may occur.
The attached form must be signed and completed before this call will be dispatched.
Authorized Signature of Client:
Date:

## Please e-mail to: info@davesfleetservice.com or fax to: (305) 647-2414.

Driver Contact Number:

DISCLAIMER OF WARRANTY: ALL PARTS, PRODUCTS, ACCESSORIES AND MATERIALS THAT ARE SOLD, FUNRNISHED AND INSTALLED BY DAVE'S DESCRIBED HEREIN ARE "AS IS". ANY WARRANTIES FOR THE PARTS, PRODUCTS AND MATERIALS DESCRIBED HEREIN ARE THOSE OF THE MANUFACTURE'S OR DISTRIBUTOR'S. DAVE'S HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SAME. DAVE'S MUST BE CONTACTED AND UTILIZED BY CLIENT FOR SUBSEQUENT REPAIR OF ANY AND ALL PARTS INSTALLED OTHERWISE DAVE'S DOES NOT ACCEPT RESPONSIBILITY FOR ANY LIABILITY FOM ANY PARTS AND/OR LABOR. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM DAVE'S ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME OR ANY OTHER INCIDENTAL DAMAGES. THIS DISCLAIMER IN NO WAY EFFECTS THE PROVISIONS OF ANY MANUFACTURER OR DISTRIBUTOR WARRANTIES.

<u>DISCLAIMER OF LIABILITY:</u> CLIENT HEREBY AGREES TO INDEMNIFY DAVE'S AND HOLD HARMLESS OF ANY LIABILITIES, LOSSES, CASUALTIES AND CONSEQUENTIAL DAMAGES RESULTING FROM ANY PRE-EXISTING AND FUTURE MECHANICAL, ELECTRICAL, STRUCTURAL, COSMETIC AND SAFETY DEFECTS CAUSED BY AND DUE TO: ACTS OF GOD, NEGLECT, LACK OF DUE DILIGENCE, FAULTY WORKMANSHIP, FAILED OR DEFECTIVE PARTS AND OR MATERIALS SOLD OR INSTALLED BY DAVE'S OR THE CLIENT, CLIENT'S AFFILIATES, EMPLOYEES, OTHER ENTITIES AND OR THIRD PARTIES.

THE CLIENT IS RESPONSIBLE FOR PROPER VALID REGISTRATION, LICENSE PLATES & D.O.T. SAFETY INSPECTIONS THAT ARE IN COMPLIANCE WITH THE APPLICABLE LAWS AND JURISDICTION OF THE STATE OF FLORIDA.

THE EMPLOYEES OF DAVE'S ARE NOT PERMITTED TO AND WILL NOT DRIVE OR ROAD TEST ANY VEHICLE THAT IS FOUND TO BE OUT OF COMPLIANCE.

THE ABOVE CLIENT IS RESPONSIBLE FOR IMMEDIATE PAYMENT IN FULL OF THE WHOLE BALANCE OR ANY REMAINING BALANCE OF ALL INVOICES DUE UPON COMPLETION OF WORK SPECIFIED. THE CLIENT HEREBY AGREES TO PAY FOR ANY ATTORNEY'S FEES, COSTS, COLLECTION FEES, APPELALTE FEES AND COSTS, VESSEL AND OR VEHICLE ARREST & CUSTODIAL COSTS, ARBITRATION AND LIEN FILING FEES THAT MAY ACRUE RESULTING FROM DEFAULT OF PAYMENT. THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT HEREIN SUPERSEDE ALL PREVIOUS VERSIONS. ANY DISPUTES THAT ARISE OUT OF THIS AUTHORIZATION FORM WILL BE LITIGATED IN THE CIRCUIT COURT OF BROWARD COUNTY, FLORIDA.

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