



WRITE *IT* **RIGHT**

A GUIDE FOR **AUTOMOTIVE REPAIR DEALERS**

WRITE IT RIGHT

A Guide for Automotive Repair Dealers

This guide is intended to assist automotive repair dealers comply with the Automotive Repair Act and related laws and regulations. It provides valuable information on documentation requirements and other legal obligations relating to automotive repair transactions, such as:

- Keeping the customer informed.
- Providing estimates and invoices to the customer.
- Performing only the repairs authorized by the customer.
- Maintaining a record of all repairs performed and parts supplied.

Remember, automotive repair dealers have a responsibility and an obligation to comply with the Automotive Repair Act and related laws and regulations. This guide is for quick-reference purposes only and is not all-inclusive. Statutory and regulatory references are included to help automotive repair dealers identify, understand, and comply with the requirements. To review the Automotive Repair Act and related laws and regulations, visit the Bureau of Automotive Repair (BAR) website at **www.bar.ca.gov**.

If you have any questions, please contact your local BAR field office.

Want to make sure you and your employees understand automotive repair laws and regulations? Contact your local field office to schedule a Write It Right presentation by a BAR representative.

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Additional paper copies may be obtained by calling toll-free at (800) 952-5210. An electronic version is also available at www.bar.ca.gov.

DEFINITIONS

- *Automotive repair dealer* - a person who, for compensation, engages in the business of repairing or diagnosing malfunctions of motor vehicles. *B&P¹ § 9880.1(a)*
- *Repair of motor vehicles* - all maintenance of and repairs to motor vehicles performed by an automotive repair dealer, but excluding repairs made pursuant to a commercial business agreement and roadside services. *B&P § 9880.1(k)*
- *Preventative maintenance services* - includes oil and other fluid changes, rotating tires, and other services as defined in *B&P § 9880.1(j)*.
- *Customer* - the person presenting a motor vehicle for repair and authorizing the repairs to that motor vehicle. *B&P § 9880.1(f)*
- *Crash part* - a replacement for any of the non-mechanical sheet metal or plastic parts which generally constitute the exterior of a motor vehicle, including inner and outer panels. *CCR² § 3303(o)*
- *Original Equipment Manufacturer (OEM) crash part* - a crash part made for or by the original vehicle manufacturer that manufactured, fabricated, or supplied a vehicle or a component part. *CCR § 3303(p)*
- *Non-Original Equipment Manufacturer (non-OEM) crash part* - an aftermarket crash part not made for or by the manufacturer of the motor vehicle. *CCR § 3303(q)*
- *Estimate* - a paper or electronic document provided to the customer that contains an estimated price for parts and labor for a specific job. *B&P § 9884.9, CCR § 3352(a)*

¹ B&P refers to the California Business and Professions Code.

² CCR refers to Title 16 of the California Code of Regulations.

- *Teardown* - the act of disassembling a vehicle or vehicle component for the purpose of preparing an estimate. *CCR § 3352(d)*
- *Authorization* - the customer's consent for a specific job, expressed as either:
 1. A written signature on the estimate authorizing a specific job. *CCR § 3352(e)(1)*
 2. A statement communicated either orally or electronically to the automotive repair dealer and documented on the estimate authorizing a specific job. *CCR § 3352(e)(2)*
- *Electronic* - relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities. *CCR § 3352(f)*
- *Oral* - voice communication, whether in person, by telephone, or by any electronic manner where voice can be heard. *CCR § 3352(g)*
- *Work order* - a paper or electronic document that contains the authorized estimate for a specific job, the repairs requested by the customer, and the vehicle's odometer reading. *B&P § 9884.7(a)(2), CCR § 3352(b)*
- *Invoice* - a paper or electronic document provided to the customer upon completion of all repairs that contains the final price for parts and labor for a specific job. *B&P § 9884.8, CCR § 3352(c)*

ESTIMATE

1. When is an estimate³ required?

An estimate is required for an automotive repair dealer to perform repairs to a motor vehicle. *B&P § 9884.9*

2. When is an estimate not required?

An estimate is not required for an automotive repair dealer to perform any of the preventative maintenance services defined in B&P § 9880.1(j) if the customer authorizes the service and either of the following occur:

1. The service is performed free of charge. *B&P § 9884.9(e)(1)*
2. The total price for parts and labor necessary to perform the service is displayed in a conspicuous manner or is made available to and acknowledged by the customer.
B&P § 9884.9(e)(2)

NOTE

If a job involves both repairs and preventative maintenance services, an estimate is required to perform the repairs. Although not required, it is best practice to list the preventative maintenance services on the estimate.
B&P § 9884.9, CCR § 3353

3. What is required in an estimate?

An estimate must contain a description of the specific job and the estimated price for all parts and labor. Each part listed in the estimate shall be new unless specifically identified as a used, rebuilt, or reconditioned part. *B&P § 9884.9, CCR § 3353*

4. Is sales tax included in the estimate?

No, sales tax is only included in the invoice.
B&P § 9884.8, CCR § 3356(c)(5)

5. Are toxic waste disposal costs included in the estimate?

Yes, any charges associated with the handling, management, and disposal costs of toxic wastes or hazardous substances directly related to the specific job must be itemized separately in both the estimate and the invoice. If a disposal fee is charged, the estimate and invoice also must both include the automotive repair dealer's Environmental Protection Agency identification number.
B&P §§ 9884.8, 9884.9(a), CCR § 3357

³ Refer to Appendix A for a sample estimate. Unless specified otherwise, all references to the estimate in this document are intended for a 'standard' estimate.

6. Is the labor rate included in the estimate?

No, the labor rate is not included in either the estimate or the invoice. However, brake and/or lamp stations must post conspicuously a list of prices for their services as either a fixed fee or an hourly rate on a time-and-material basis. Additionally, Smog Check stations must post conspicuously a list of prices for their services and an hourly labor rate for repairs. *CCR §§ 3307(d), 3340.15(d)*

7. Can the customer be charged for shop supplies?

No. Charging for items generally noted as shop supplies or miscellaneous parts is prohibited. The customer may only be charged for the supplies used on their vehicle. The cost of these supplies must be included as part of the estimate and all supplies must be itemized in the invoice. *B&P § 9884.9, CCR § 3356(g)*

8. Are replaced parts required to be returned to the customer?

Yes, if requested by the customer at the time the estimate is authorized. However, parts that are sold on an exchange basis and parts that must go back to the supplier under a warranty or core arrangement (e.g., battery) are not required to be returned to the customer. In these circumstances, the customer must be offered the opportunity to see the replaced parts. Any replaced parts that cannot be returned to the customer must be recorded on the invoice. *B&P § 9884.10, CCR §§ 3355, 3356(i)*

9. Can repairs be sublet? Who is responsible for the sublet repairs?

Yes, sublet repairs can be performed with the consent of the customer. The automotive repair dealer must include with the estimate a statement of any sublet repair to be performed on the vehicle. The automotive repair dealer is responsible for all sublet repairs in the same manner as if it had performed the repairs. At the request of the customer, the name and location of the facility performing the sublet repairs must be disclosed. *B&P §§ 9884.7(a)(9), 9884.9(b), CCR § 3353(d)*

10. Can Smog Check inspections and/or repairs be sublet?

Smog Check inspections cannot be sublet. However, Smog Check stations performing repairs may sublet the following:

- Exhaust Systems: Repairs of a vehicle's exhaust system that are normally performed by muffler shops, provided the malfunction has been previously diagnosed by the Smog Check station originally authorized by the customer to perform repairs to the vehicle. *CCR § 3340.15(h)(1)*
- Defective Components: Repairs of those individual components that have been previously diagnosed as being defective and that have been removed by the Smog Check station originally authorized by the customer to perform repairs to the vehicle. *CCR § 3340.15(h)(2)*
- Diesel-Powered Vehicles: Repairs of diesel-powered vehicles, provided the Smog Check station has obtained authorization from the customer to sublet repairs to the vehicle. *CCR § 3340.15(h)(3)*
- Transmissions: Repairs to a vehicle's transmission, provided the Smog Check station has obtained authorization from the customer to sublet repairs to the vehicle. *CCR § 3340.15(h)(4)*
- On-Board Computer System Software: Corrections to the vehicle's on-board computer system software, provided that the malfunction has been previously diagnosed by the Smog Check station originally authorized by the customer to perform repairs to the vehicle. *CCR § 3340.15(h)(5)*

Specialized Estimates

1. When is a teardown estimate required?

A teardown estimate is required before disassembling a vehicle or vehicle component component for diagnosis. *B&P § 9884.9, CCR § 3353(c)*

2. What is required in a teardown estimate?

A teardown estimate must contain the same information that is required in a standard estimate, plus the following: *B&P § 9884.9, CCR § 3353*

- The cost of reassembling the vehicle or component. *CCR § 3353(c)(1)(A)*
- The cost of all parts and labor necessary to replace items that are normally destroyed by teardown of the vehicle or component, such as gaskets, seals, and O rings. *CCR § 3353(c)(1)(B)*
- Notification that the act of teardown might prevent the restoration of the vehicle or component to the condition in which it was provided by the customer, if applicable. *CCR § 3353(c)(1)(C)*
- The maximum time it will take to reassemble the vehicle or component in the event the customer does not want to proceed with the repairs. *CCR § 3353(c)(1)(D)*

NOTE

The maximum time is counted from the date of authorization of the teardown. *CCR § 3353(c)(1)(D)*

3. Is a second estimate required after the teardown?

Yes. After the teardown is completed, the automotive repair dealer must provide the customer an itemized estimate for parts and labor necessary for the specific job and obtain the customer's authorization for either repair or reassembly before any further repairs are performed or any additional charges accrue. *B&P § 9884.9, CCR § 3353(c)(2)*

NOTE

If the customer declines repair or reassembly after a teardown, document that fact in the teardown invoice. *CCR §§ 3353(c)(3), 3356(h)*

4. What is required in a Smog Check estimate?

A Smog Check estimate must contain the same information that is required in a standard estimate, plus the following: *B&P § 9884.9, CCR § 3353*

- A test-and-repair station must include a notice stating that the customer may choose another Smog Check station to perform needed repairs, installations, adjustments, or subsequent tests. *H&S⁴ § 44033(c)*
- A test-and-repair station must disclose both orally and in the estimate if the vehicle may not be repaired in any of the following circumstances:
 - » The station does not have adequate equipment, personnel, tools, or reference materials to repair the vehicle, should the vehicle fail its inspection. *CCR § 3340.16.5(b)(1)*
 - » The station, as a matter of policy, does not repair certain types, makes, or models of vehicles. *CCR § 3340.16.5(b)(2)*
 - » The station, as a matter of policy, does not repair certain types of vehicle inspection failures (e.g., tailpipe, fuel evaporative system, readiness monitors, etc.). *CCR § 3340.16.5(b)(3)*

5. What is required in an auto body or collision repair estimate⁵?

An auto body or collision repair estimate must be itemized and contain the same information that is required in a standard estimate. In addition, each new replacement crash part listed in an auto body or collision repair estimate must be an OEM crash part unless specifically identified as a non-OEM aftermarket crash part. Descriptors like Opt-OEM, Alt-OEM, OEM-Surplus, Like Kind Quality, Quality Replacement Part, and similar designations do not satisfy this requirement. *B&P § 9884.9, CCR § 3353*

NOTE

An estimate provided by an insurance company may be attached to and referenced in the automotive repair dealer's estimate if it meets all applicable estimate requirements specified in *B&P § 9884.9* and *CCR § 3353*.

⁴ H&S refers to the Health and Safety Code.

⁵ Refer to Appendix B for a sample auto body or collision repair estimate.

6. What is required in an automatic transmission estimate?

An automatic transmission estimate must contain the same information that is required in a standard estimate. It also must include notification that a diagnostic check of an electronic control module cannot be completed due to the condition of the automatic transmission, if applicable. *B&P § 9884.9, CCR §§ 3353, 3361.1(a)*

NOTE

Using terms like exchanged, rebuilt, remanufactured, reconditioned, overhauled, or any expression of like meaning, to describe an automatic transmission in an estimate or invoice (or in any form of advertising), is permitted if all work specified in CCR § 3361.1(c) has been completed since the transmission was last used.

7. What is required in a windshield installation estimate?

A windshield installation estimate must contain the same information that is required in a standard estimate. It also must include whether the windshield is an OEM or non-OEM part and must notify the customer that installation of the windshield will prevent operation of the vehicle for a period of time. *B&P § 9884.9, CCR §§ 3353, 3365.1(c)(3)*

8. What is required in an automotive air conditioning estimate?

An automotive air conditioning estimate must contain the same information that is required in a standard estimate. *B&P § 9884.9, CCR § 3353*

NOTE

When using terms like service, inspection, diagnosis, top off, performance check, or any expression of like meaning, to describe automotive air conditioning work in an estimate or invoice (or in any form of advertising), an automotive repair dealer must perform all procedures specified in CCR § 3366 as the accepted trade standards for air conditioning work.

AUTHORIZATION

1. How is authorization obtained?

All repairs must be authorized by the customer in written, oral, or electronic form. The authorization must be obtained and recorded on the estimate before beginning any repairs. The customer must be provided a copy of any document requiring his or her signature at the time of signing. *B&P § 9884.7(a)(3), CCR § 3353.1(a)*

- Written authorization consists of the customer's signature and date of signature. *CCR § 3353.1(b)*
- Oral authorization consists of the date, time, name of the person authorizing the repairs, and telephone number called, if any. *CCR § 3353.1(c)*
- Electronic authorization consists of the date, time, name of the person authorizing the repairs, and email address or phone number (text messaging) contacted, if any. *CCR § 3353.1(d)*

NOTE

Documents supplementing the estimate to obtain a customer's authorization, including but not limited to a series of electronic communications, such as emails or texts, between the automotive repair dealer and the customer, shall be uniquely identified and maintained as part of the same transaction. *CCR § 3353.1(e)*

2. What is required in a work order⁶?

A work order must contain the authorized estimate for a specific job, the repairs requested by the customer, and the vehicle's odometer reading. *B&P § 9884.7(a)(2), CCR § 3352(b)*

NOTE

An automotive repair dealer engaged in mobile automotive repair must provide the customer a copy of the automotive repair dealer sign specified in CCR §§ 3351.3 and 3351.4 when providing a copy of the work order. *CCR §§ 3351.3, 3351.7.3(e)*

3. Can the method of repair or parts listed in the work order be changed?

Yes, if the customer authorizes the change in the method of repair or parts supplied. *CCR § 3354(b)*

Unusual Circumstances

1. What are unusual circumstances?

Unusual circumstances are instances when the customer cannot deliver the vehicle to the automotive repair dealer for repairs during normal business hours or is not present when the vehicle is delivered. For example, the customer may have dropped off the vehicle at the facility before or after business hours and/or the vehicle may have been towed to the facility unaccompanied by the customer.

B&P § 9884.9, CCR § 3353.2

NOTE

Pursuant to Vehicle Code section 22651.07, an automotive repair dealer that also operates as a towing and/or storage service provider, must provide the customer an itemized invoice for those services separate from the invoice required for any necessary repairs. In addition, the customer's authorization for towing services must be documented on a form separate from the estimate for any necessary repairs. Towing and/or storage service providers should refer to Division 11, Chapter 10, Article 1 of the Vehicle Code and Division 3, Part 4, Title 14, Chapter 6.5 of the Civil Code for applicable requirements related to reasonable fees.

2. How are repairs authorized under unusual circumstances?

Before beginning any repairs, complete the following steps to obtain the customer's authorization:

1. Prepare an estimate. *CCR § 3353.2(a)*
2. Contact the customer by telephone, email, text, or other electronic means to provide all the information listed in the estimate and obtain the customer's authorization.
CCR § 3353.2(b)
3. Properly document the customer's authorization on both the estimate and invoice. *CCR § 3353.2(c)*

NOTE

Authorization is required before beginning any repairs, even when a vehicle is dropped off before or after normal business hours along with a note requesting repairs to be performed. The note does not constitute authorization.

Additional Authorization

1. How are additional repairs authorized?

Before beginning any additional repairs beyond the original estimate, or having any additional charges accrue, complete the following steps: *B&P § 9884.9, CCR §§ 3353.1, 3354(a)*

1. Prepare a revised work order that describes all additional parts and labor, provides the cost of all additional parts and labor, and includes the total revised cost.
2. Contact the customer by phone, email, text⁷, or other electronic means to provide all the information listed in the revised work order and obtain the customer's authorization.
3. Properly document the customer's authorization on both the work order and invoice.

2. Can the customer designate another person to authorize additional repairs?

Yes, the customer may designate another person to authorize any additional diagnosis, repairs, and/or parts at the time the initial authorization is provided. However, that person cannot be the automotive repair dealer, including an employee, agent, or person acting on their behalf, or an insurer involved in a claim involving repairs to the vehicle. *B&P § 9884.9(d), CCR § 3354(c)(2)*

3. How is the customer's designation documented?

Document the following information on either the work order or on a separate form:

- The following title:

DESIGNATION OF PERSON TO AUTHORIZE ADDITIONAL
DIAGNOSIS, REPAIR, OR PARTS. *CCR § 3354(c)(1)(A)*

- The following statement:

I hereby designate the individual named below to authorize
any additional work not specified or parts not included in the
original estimate for parts and labor. *CCR § 3354(c)(1)(B)*

- The name of the designated person. *CCR § 3354(c)(1)(C)*
- The designated person's contact information, such as telephone
number and/or email address. *CCR § 3354(c)(1)(D)*
- The customer's signature. *CCR § 3354(c)(1)(E)*
- The date of signing. *CCR § 3354(c)(1)(F)*
- The work order number. *CCR § 3354(c)(1)(G)*

INVOICE

1. When is the invoice⁸ provided to the customer?

The invoice is provided to the customer upon completion of all repairs for a specific job, including any preventative maintenance services defined in B&P § 9880.1(j). *B&P § 9884.8, CCR § 3356*

2. What is required in an invoice?

An invoice must contain the following:

- Automotive Repair Dealer Information:
 - » The automotive repair dealer registration number and the corresponding business name and address as shown in BAR's records. *CCR § 3356(b)*
- Parts and Labor:
 - » An itemized list of all services and repairs performed and the prices for each. Include any diagnosis, warranty repairs, or repairs performed at no charge. *B&P § 9884.8, CCR § 3356(c)(1)*
 - » An itemized list of each part supplied. List each part in common terms so that the customer can understand what they purchased and the price of the part. State if each part is new, used, reconditioned, rebuilt, and whether any crash parts are OEM or non-OEM aftermarket. *B&P § 9884.8, CCR § 3356(c)(2)*

NOTE

A part kit may be listed as a single part if the brand name and corresponding part number is also provided. *CCR § 3356(c)(2)*

- » Replaced parts that cannot be returned to the customer, if applicable. *CCR §§ 3355(c)(1)(B), 3356(i)*

⁸ Refer to Appendix E for a sample invoice. Unless specified otherwise, all references to the invoice in this document are intended for a 'standard' invoice.

- Prices/Costs:

- » The toxic waste fee charged, if any, as stated on the original estimate and the automotive repair dealer's Environmental Protection Agency number. *CCR § 3357*
- » The subtotal price for all service and repair work performed. *B&P § 9884.8, CCR § 3356(c)(3)*
- » The subtotal price for all parts supplied, not including sales tax. *B&P § 9884.8, CCR § 3356(c)(4)*
- » The sales tax, if applicable. *B&P § 9884.8, CCR § 3356(c)(5)*
- » The total cost for all service and repair work, parts supplied, and applicable sales tax. *B&P § 9884.8, CCR § 3356(c)(6)*

NOTE

Separate billing in an invoice for items generically noted as shop supplies, miscellaneous parts, fees for electronic communication with the Smog Check database, and the like, is prohibited. *CCR § 3356(g)*

- Authorization:

- » The customer's declination of repair or reassembly after teardown, if applicable. *CCR §§ 3353(c)(3), 3356(h)*
- » If customer authorization was provided under unusual circumstances, include the date and time of the authorization of the estimate, the name of the person who gave the authorization, and the telephone number or email address contacted to obtain the authorization. *B&P § 9884.8, CCR § 3356(d)*
- » If additional authorization was provided either orally or electronically, include the date and time of the additional authorization, the name of the person who authorized the additional repairs, the telephone number or email address contacted to obtain the additional authorization, a description of all additional parts and labor, the cost for additional parts and labor, and the total price for all repairs. *B&P § 9884.8, CCR § 3356(e)*

NOTE

Instead of detailing additional oral authorization on the invoice, the automotive repair dealer may obtain the customer's signature or initials on an Acknowledgement of Notice and Consent, which must include the language provided below. When using the Acknowledgement of Notice and Consent, any revisions to the original estimate must be documented on the work order. *B&P § 9884.9(a)(2), CCR § 3356(e)(2)*

I acknowledge notice and oral approval of
an increase in the original estimated price.

Customer Signature or Initials

3. Is an invoice required for a no charge or warranty repair?

Yes, all parts supplied and all repairs performed by an automotive repair dealer, including all preventative maintenance services performed at no charge, warranty repairs, and repairs paid for by the customer's insurance company, must be recorded in an invoice provided to the customer. *B&P § 9884.8, CCR § 3356*

4. Can common industry-recognized acronyms be used when describing parts and labor in the estimate and invoice?

No, an estimate and invoice should itemize and describe all parts and labor for a specific job in a manner that the customer can easily understand what was purchased. The customer is not likely to understand that R & R means Remove and Replace, or that a TPS is a Throttle Position Sensor. *B&P §§ 9884.8, 9884.9, CCR §§ 3353, 3356*

5. If a mobile automotive repair business holds multiple automotive repair dealer registrations, must all registration numbers be included in the invoice?

No, only the automotive repair dealer registration number tied to the vehicle engaged in the specific job is required to be listed in the invoice.

6. Can a lien sale be conducted if the customer fails to pay the invoice?

Yes, an automotive repair dealer may conduct a lien sale on a vehicle when the customer fails to pay the authorized cost for parts and labor. All invoice requirements must have been met to satisfy the lien sale, as required by Civil Code section 3068(a). *B&P § 9884.16*

NOTE

Refer to Division 3, Part 4, Title 14, Chapter 6.5 of the Civil Code and www.dmv.ca.gov for applicable requirements related to lien sales.

Specialized Invoices

1. What is required in a Smog Check invoice?

A Smog Check invoice must contain the same information that is required in a standard invoice. A copy of the Vehicle Inspection Report must be attached to the customer's invoice.

B&P § 9884.8, CCR §§ 3340.41(a), 3356

2. What is required in an automatic transmission invoice?

An automatic transmission invoice must contain the same information that is required in a standard invoice. *B&P § 9884.8, CCR § 3356*

NOTE

Using terms like exchanged, rebuilt, remanufactured, reconditioned, overhauled, or any expression of like meaning, to describe an automatic transmission in an estimate or invoice (or in any form of advertising), is permitted if all work specified in CCR § 3361.1(c) has been completed since the transmission was last used.

3. What is required in a windshield installation invoice?

A windshield installation invoice must contain the same information that is required in a standard invoice. It also must include the cure time, the date and time upon which the installation was completed, and whether the windshield is an OEM part or a non-OEM part. *B&P § 9884.8, CCR §§ 3356, 3365.1(c)(4)*

4. What is required in an automotive air conditioning invoice?

An automotive air conditioning invoice must contain the same information that is required in a standard invoice. It also must include the high and low side system operating pressures, as applicable, and the center air distribution outlet temperature. *B&P § 9884.8, CCR §§ 3356, 3366(a)(15), 3366(a)(16)*

NOTE

When using terms like service, inspection, diagnosis, top off, performance check, or any expression of like meaning, to describe automotive air conditioning work in an estimate or invoice (or in any form of advertising), an automotive repair dealer must perform all procedures specified in CCR § 3366 as the accepted trade standards for air conditioning work.

MAINTENANCE OF RECORDS

1. What records must be maintained by an automotive repair dealer?

The following records must be maintained in either written or electronic form:

- All invoices. *B&P § 9884.11, CCR § 3358(a)*
- All estimates, including all records, such as emails or texts, created to obtain the customer's authorization.
B&P § 9884.11, CCR § 3358(b)
- All work orders, including all records supplementing the work order created to obtain additional authorization from the customer.
B&P § 9884.11, CCR § 3358(c)

NOTE

If storing items electronically, remember to scan all documents that include a customer's signature.

2. How long must records be maintained?

Records must be maintained for at least three years and shall be open for reasonable inspection and/or reproduction by BAR during normal business hours. *B&P § 9884.11, CCR §§ 3340.15(e), 3358(d)*

3. Are records required to have a unique identifier?

Yes, all records associated with a specific job must have a unique identifier linking the records to that specific job. *CCR § 3358(e)*

BUSINESS CONDUCT

Automotive repair dealers are reminded that a registration may be denied, suspended, revoked, or placed on probation for acts or omissions related to business conduct including, but not limited to, the following: *B&P §§ 490, 9884.7*

1. Conviction of any crime substantially related to the qualifications of an automotive repair dealer.
2. Making untrue or misleading statements.
3. Allowing a customer to sign a work order that does not state the repairs requested or the odometer reading.
4. Failing to give a customer a copy of a signed document.
5. Fraud.
6. Gross negligence.
7. Failure to comply with the Automotive Repair Act or related regulations.
8. Willful departure from, or disregard of accepted trade standards for good and workmanlike repair.
9. Making false promises to get a customer to authorize a vehicle repair or service.
10. Having repairs done by someone else without the knowledge or consent of the customer (unless documented that the customer cannot reasonably be notified).
11. Conviction of a violation of Penal Code section 551 (fraudulent acts).

APPENDICES

Appendix A – Estimate

Any Automotive Repair

BAR Registration No. **ARD123456**
EPA Identification No. **CAL7654321**
10123 Broadway Blvd.
Anytown, CA 90001
Phone: (555) 555-5555
Fax: (555) 555-5556
Email: someone@example.com

Customer Information:

John Doe
1000 Rubicon Road
Anytown, CA 90001
Home/Cell: (555) 555-1234
Work/Other: (555) 555-6678

ESTIMATE

ID #: 000001

Date: January 3, 2019

Vehicle Information:

2000 Jeep Wrangler
Odometer: 103,292
License: 48YACAL
Engine: 4.0L

LABOR OPERATION OR PART DESCRIPTION ¹	QTY	PARTS	LABOR	PRICE
Ultimate Oil Change* Includes up to 5 quarts 5W-30 oil and oil filter.				\$59.95
Diagnosis Malfunction indicator light (MIL) is on. No drivability concern noted by customer. Road test, retrieve diagnostic trouble codes (DTCs), diagnose cause, and provide repair recommendation.				\$80.00
SUBTOTAL LABOR				
SUBTOTAL PARTS				
SUBTOTAL				
SALES TAX				
TOTAL				\$139.95

***NOTE:** If a job involves both repairs and preventative maintenance services, an estimate is required to perform the repairs. Although not required, it is best practice to list the preventative maintenance services on the estimate.
B&P § 9864.9, CCR § 3353

AUTHORIZATION				
Original Estimate:	\$139.95	Date:	1/3/2019	<input checked="" type="checkbox"/> In Person
		Time:		<input type="checkbox"/> By Phone
Authorized By:	<i>John Doe</i>	Phone #:		<input type="checkbox"/> By Text
		Email:		<input type="checkbox"/> By Email
Additional Cost:		Revised Estimate:		<input type="checkbox"/> In Person
		Time:		<input type="checkbox"/> By Phone
Authorized By:		Phone #:		<input type="checkbox"/> By Text
		Email:		<input type="checkbox"/> By Email
Description:				

Make all checks payable to *Any Automotive Repair*. Payment is expected upon completion of all work. All repairs are covered by our 12-month/12,000-mile warranty unless otherwise stated on this document. See reverse side for information regarding warranty exclusions, limitations, and requirements.

¹ All parts are new unless specified otherwise.

THANK YOU FOR YOUR BUSINESS!

Appendix B – Auto Body or Collision Repair Estimate

Any Auto Body & Paint
BAR Registration No. ARD123456
EPA Identification No. CAL7654321
10123 Broadway Blvd.
Anytown, CA 90001
Phone: (555) 555-5555
Fax: (555) 555-5556
Email: someone@example.com

ESTIMATE
ID #: 000021
Date: January 3, 2019

Customer Information:
John Doe
1000 Rubicon Road
Anytown, CA 90001
Home/Cell: (555) 555-1234
Work/Other: (555) 555-5678

Vehicle Information:
2000 Jeep Wrangler
Odometer: 103,292
License: 4BY4CAL
Engine: 4.0L

LINE	OPERATION	DESCRIPTION ^{1,2}	PART NUMBER	QTY	PARTS	LABOR HOURS	PAINT HOURS
1	Replace / Refinish	Front Bumper Cover (New Non-OEM Aftermarket Part)	23320629	1	\$650.00	2.9	2.8
2	Replace / Refinish	Hood Assembly (OEM Part)	20971868	1	\$800.00	2.5	2.5
3	Replace / Refinish	Front Right Fender (OEM Part) *NOTE: This part is purchased and warranted through a third-party vendor and does not carry the vehicle manufacturer warranty.	22791460	1	\$350.00	1.5	2.0
4	Replace	Right Headlamp Assembly (Used Part)	23304391	1	\$250.00	1.0	
5		Paint Materials			\$365.00		

***NOTE:** Although not required, it is best practice to disclose to the consumer when using OEM crash parts purchased and warranted through a third-party vendor and not the vehicle manufacturer.

ESTIMATE TOTALS (*taxable)

Parts*		\$2,050.00
Body Labor	7.9 Hours @ \$100.00 / Hour	\$790.00
Paint Labor	7.3 Hours @ \$100.00 / Hour	\$730.00
Paint Materials*		\$365.00
SUBTOTAL		\$3,935.00
SALES TAX		\$211.31
TOTAL		\$4,146.31

AUTHORIZATION			
Original Estimate:	\$4,146.31	Date:	1/3/2019
Authorized By:	<i>John Doe</i>	Time:	
		Phone #:	
		Email:	
Additional Cost:		Date:	
	Revised Estimate:	Time:	
Authorized By:		Phone #:	
		Email:	
Description:			

Make all checks payable to **Any Auto Body & Paint**. Payment is expected upon completion of all work. All repairs are covered by our 10-year warranty unless otherwise stated on this document. See reverse side for information regarding warranty exclusions, limitations, and requirements.

¹ All parts are new unless specified otherwise.
² All new crash parts are original equipment manufacturer (OEM) parts unless specified otherwise.

THANK YOU FOR YOUR BUSINESS!

Appendix C – Work Order

Any Automotive Repair
BAR Registration No. **ARD123456**
EPA Identification No. **CAL7654321**
10123 Broadway Blvd
Anytown, CA 90001
Phone: (555) 555-5555
Fax: (555) 555-5550
Email: someone@example.com

WORK ORDER

ID #: 000001
Date: January 3, 2019

Customer Information:
John Doe
1000 Rubicon Road
Anytown, CA 90001
Home/Cell: (555) 555-1234
Work/Other: (555) 555-5678

Vehicle Information:
2000 Jeep Wrangler
Odometer: 103,292
License: 4BY4CAL
Engine: 4.0L

LABOR OPERATION OR PART DESCRIPTION ¹	QTY	PARTS	LABOR	PRICE
Ultimate Oil Change Includes up to 5 quarts 5W-30 oil and oil filter.				\$59.95
Diagnosis Malfunction indicator light (MIL) is on. No drivability concern noted by customer. Road test, retrieve diagnostic trouble codes (DTCs), diagnose cause, and provide repair recommendation.				\$80.00
Road tested vehicle. Verified MIL is on and no drivability concerns. Retrieved DTC P0151 (Low Oxygen Sensor Voltage), pulled freeze frame data and tested oxygen sensor circuit per factory service manual. Verified circuit voltage is within specification. Found upstream oxygen sensor faulty. Recommend replacing oxygen sensor, clearing DTC and road test to verify repair.				
SUBTOTAL LABOR				
SUBTOTAL PARTS				
SUBTOTAL				
SALES TAX				
TOTAL				\$139.95

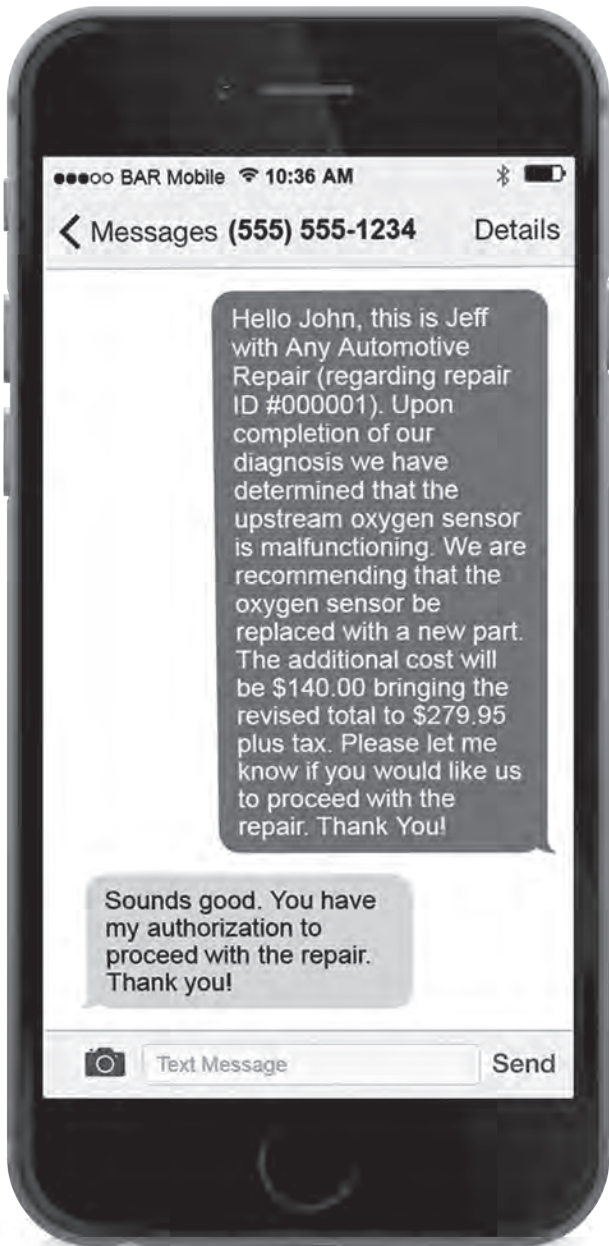
AUTHORIZATION					
Original Estimate:	\$139.95		Date:	1/3/2019	<input checked="" type="checkbox"/> In Person
			Time:		<input type="checkbox"/> By Phone
Authorized By:	<i>John Doe</i>		Phone #:		<input type="checkbox"/> By Text
			Email:		<input type="checkbox"/> By Email
Additional Cost:	\$140.00	Revised Estimate:	\$279.95	Date:	1/3/2019
				Time:	10:36 am
Authorized By:	John Doe		Phone #:	(555) 555-1234	<input checked="" type="checkbox"/> By Text
			Email:		<input type="checkbox"/> By Email
Description:	Replace upstream (front) oxygen sensor and verify repair.				

Make all checks payable to *Any Automotive Repair*. Payment is expected upon completion of all work. All repairs are covered by our 12-month/12,000-mile warranty unless otherwise stated on this document. See reverse side for information regarding warranty exclusions, limitations, and requirements.

¹ All parts are new unless specified otherwise.

THANK YOU FOR YOUR BUSINESS!

Appendix D – Additional Authorization (Text Message)



Appendix E – Invoice

Any Automotive Repair

BAR Registration No. ARD123456
EPA Identification No. CAL7654321
10123 Broadway Blvd.
Anytown, CA 90001
Phone: (555) 555-5555
Fax: (555) 555-5556
Email: someone@example.com

Customer Information:

John Doe
1000 Rubicon Road
Anytown, CA 90001
Home/Cell: (555) 555-1234
Work/Other: (555) 555-5678

INVOICE

ID #: 000001

Date: January 3, 2019

Vehicle Information:

2000 Jeep Wrangler
Odometer: 103,292
License: 4BY4CAL
Engine: 4.0L

LABOR OPERATION OR PART DESCRIPTION ¹	QTY	PARTS	LABOR	PRICE
Ultimate Oil Change				
Replace Engine Oil and Engine Oil Filter			\$32.00	\$32.00
5W-30 Engine Oil – Quart	4.5	\$4.00		\$18.00
Engine Oil Filter #P960	1	\$9.95		\$9.95
Diagnosis				
Malfunction indicator light (MIL) is on. No drivability concern noted by customer. Road test, retrieve diagnostic trouble codes (DTCs), diagnose cause, and provide repair recommendation.			\$80.00	\$80.00
Road tested vehicle. Verified MIL is on and no drivability concerns. Retrieved DTC P0151 (Low Oxygen Sensor Voltage), pulled freeze frame data and tested oxygen sensor circuit per factory service manual. Verified circuit voltage is within specification. Found upstream oxygen sensor faulty. Recommend replacing oxygen sensor, clearing DTC and road test to verify repair.				
Replace upstream oxygen sensor, clear DTCs, and road test to verify repair.			\$80.00	\$80.00
New Oxygen Sensor - Part# 56041212AE	1	\$60.00		\$60.00
			SUBTOTAL LABOR	\$192.00
			SUBTOTAL PARTS (taxable)	\$87.95
			SUBTOTAL	\$279.95
			SALES TAX	\$7.70
			TOTAL	\$287.65

AUTHORIZATION					
Original Estimate:	\$139.95		Date:	1/3/2019	<input checked="" type="checkbox"/> In Person
			Time:		<input type="checkbox"/> By Phone
Authorized By:	<i>John Doe</i>		Phone #:		<input type="checkbox"/> By Text
			Email:		<input type="checkbox"/> By Email
Additional Cost:	\$140.00	Revised Estimate:	\$279.95	Date:	1/3/2019
				Time:	10:36 am
Authorized By:	John Doe		Phone #:	(555) 555-1234	<input checked="" type="checkbox"/> By Text
			Email:		<input type="checkbox"/> By Email
Description:	Replace upstream (front) oxygen sensor and verify repair.				

Make all checks payable to Any Automotive Repair. Payment is expected upon completion of all work. All repairs are covered by our 12-month/12,000-mile warranty unless otherwise stated on this document. See reverse side for information regarding warranty exclusions, limitations, and requirements.

¹ All parts are new unless specified otherwise.

THANK YOU FOR YOUR BUSINESS!

CONTACT INFORMATION

BAR Field Offices

Bakersfield

3331 N. Sillect Ave.
Bakersfield, CA 93308
(661) 335-7400

Culver City

6001 Bristol Parkway, Suite 100
Culver City, CA 90230
(310) 410-0024

Fresno

7130 N. Marks Ave.
Fresno, CA 93711
(559) 445-5015

Hercules

625 Alfred Noble Drive, Suite A
Hercules, CA 94547
(510) 964-3030

Irvine

16735 Von Karman Ave., Suite 100
Irvine, CA 92606
(949) 988-5252

Riverside

1450 Iowa Ave., Suite 150
Riverside, CA 92507
(951) 782-4250

Sacramento

10949 N. Mather Blvd.
Rancho Cordova, CA 95670
(916) 403-8080

San Diego

16855 W. Bernardo Drive, Suite 112
San Diego, CA 92127
(858) 716-1025

San Jose

6860 Santa Teresa Blvd.
San Jose, CA 95119
(408) 277-1860

South El Monte

1180 Durfee Ave., Suite 120
South El Monte, CA 91733
(626) 575-6934

South San Francisco

395 Oyster Point Blvd., Suite 102
South San Francisco, CA 94080
(650) 827-2074

Valencia

27202 Turnberry Lane, Suite 250
Valencia, CA 91355
(661) 702-6600

Other Phone Numbers

Industry Help Desk

(866) 860-8509

Licensing Unit

(855) 735-0462

Consumer Assistance Program

(866) 272-9642

Auto Body Inspection Program

(866) 799-3811

Parts Locator Service

(800) 622-7733

Referee Scheduling Center

(800) 622-7733



Bureau of Automotive Repair
10949 North Mather Blvd.
Rancho Cordova, CA 95670

www.bar.ca.gov

