

# MECHANIC'S LIEN RIDER

## **ILLINOIS**

The Customer hereby acknowledges and agrees that: (i) pursuant to 770 Ill. Comp. Stat. 45/1, Interstate shall have a lien on the Vehicle based on Interstate's expenditure of its labor, skill and materials on the Vehicle in the amount of the Invoice price, beginning on the date of the commencement of such expenditure; (ii) if the charges for Interstate's expenditure of its labor, skill and materials due under the Invoice are not paid within thirty (30) days of the Customer's receipt of the Invoice, Interstate may enforce its lien either by judicial process or advertisement and sale pursuant to 770 Ill. Comp. Stat. Ann. 45/6; (iii) enforcement of Interstate's lien may result in the Vehicle being sold; and (iv) Interstate may recover from sale proceeds the costs of enforcement of its lien pursuant to 770 Ill. Comp. Stat. Ann. 45/7.

## **INDIANA**

The Customer hereby acknowledges and agrees that: (i) pursuant to Ind. Code § 9-22-6-2(a), Interstate shall have a lien on the Vehicle for the reasonable value of the charges for Interstate's labor, materials, and/or repairs due under the Invoice; (ii) if the charges for Interstate's labor, materials, and/or repairs due under the Invoice are not paid and the Vehicle is not claimed within thirty (30) days after the date on which the Vehicle is left in Interstate's possession, Interstate may enforce its lien by sale and without judicial process pursuant to Ind. Code § 9-22-6-2; (iii) enforcement of Interstate's lien may result in the Vehicle being sold; and (iv) Interstate may recover from sale proceeds the costs of enforcement of its lien pursuant to Ind. Code § 9-22-6-2.

## **IOWA**

The Customer hereby acknowledges and agrees that: (i) pursuant to Iowa Code § 577.1, Interstate shall have a lien on the Vehicle for the reasonable compensation for the services and materials provided by Interstate due under the Invoice while the Vehicle remains lawfully in Interstate's possession; (ii) if the reasonable compensation for the services and materials provided by Interstate due under the Invoice is not paid within thirty (30) days after the Customer's receipt of the Invoice, Interstate may enforce its lien by sale pursuant to Iowa Code §§ 577.2 and 554.7308; (iii) enforcement of Interstate's lien may result in the Vehicle being sold; and (iv) Interstate may recover from sale proceeds the costs of enforcement of its lien pursuant to Iowa Code § 554.7308.

## **KANSAS**

The Customer hereby acknowledges and agrees that: (i) pursuant Kan. Stat. § 58-201, Interstate shall have a lien on the Vehicle for the full amount and reasonable value of the services performed on the Vehicle, including the reasonable value of all materials used in the performance of such services and the reasonable value of all equipment replaced, added, or installed, due under the Invoice while the Vehicle remains lawfully in Interstate's possession; (ii) if the reasonable compensation for the services and materials provided by Interstate due under the Invoice is not paid within thirty (30) days after the Customer's receipt of the Invoice, Interstate may enforce its lien by sale pursuant to Kan. Stat. §§ 58-202 and 58-211; (iii) enforcement of Interstate's lien may result in the Vehicle being sold; and (iv) Interstate may recover from sale proceeds the costs of enforcement of its lien pursuant to Kan. Stat. §§ 58-210 and 58-213.

## **MINNESOTA**

The Customer hereby acknowledges and agrees that: (i) pursuant to Minn. Stat. § 514.18, Interstate shall have a lien on the Vehicle for the price or value of Interstate's labor, materials, and/or repairs due under the Invoice; (ii) if the amounts due under the Invoice are not paid within ninety (90) days of becoming due, Interstate may enforce its lien pursuant to Minn. Stat. § 514.20; (iii) enforcement of Interstate's lien may result in the Vehicle being sold; and (iv) Interstate may recover from sale proceeds the costs of enforcement of its lien pursuant to Minn. Stat. § 514.20.

## **MONTANA**

The Customer hereby acknowledges and agrees that: (i) pursuant to Mont. Code § 71-3-1201(2), Interstate shall have a lien on the Vehicle for the compensation due to Interstate for its labor, materials, and/or repairs due under the Invoice; (ii) if the amounts due under the Invoice are not paid within thirty (30) days after performance of the work, Interstate may enforce its lien pursuant to Mont. Code § 71-3-1203; (iii) enforcement of Interstate's lien may result in the Vehicle being sold; and (iv) Interstate may recover from sale proceeds the costs of enforcement of its lien pursuant to Mont. Code § 71-3-1203.

## **NEBRASKA**

The Customer hereby acknowledges and agrees that: (i) pursuant to Neb. Rev. Stat. § 52-201, Interstate shall have a lien on the Vehicle for the reasonable value of the charges for Interstate's labor, materials, and/or repairs due under the Invoice; (ii) if the amounts due under the Invoice are not paid within thirty (30) days of the Customer's receipt of the Invoice, Interstate may enforce its lien pursuant to Neb. Rev. Stat. § 52-203; (iii) enforcement of Interstate's lien may result in the Vehicle being sold; and (iv) Interstate may recover from sale proceeds the costs of enforcement of its lien pursuant to Neb. Rev. Stat. § 52-304.

## **NORTH DAKOTA**

The Customer hereby acknowledges and agrees that: (i) pursuant to N.D. Cent. Code § 35-13-01, Interstate shall have a lien on the Vehicle, as well as any accessories and parts placed upon the Vehicle, for the reasonable charges of the work done and the materials furnished by Interstate due under the Invoice until such charges are paid; and (ii) if the charges for the work done and materials furnished by Interstate under the Invoice are not paid and the Vehicle is not claimed within thirty (30) days after the date on which the Vehicle is left in Interstate's possession, Interstate may enforce its lien pursuant to N.D. Cent. Code § 32-20-01-08; and (iii) enforcement of Interstate's lien may result in the Vehicle being sold.

## **SOUTH DAKOTA**

The Customer hereby acknowledges and agrees that: (i) pursuant to S.D. Codified Laws § 32-3-68, if the Vehicle is left unclaimed on Interstate's property, as the result of nonpayment of the Invoice, for a period of thirty (30) days after written notice of Interstate's intent to apply for a title is given to the Vehicle's owner and to any readily identifiable insurer or lien holder, then Interstate may apply for a title on the Vehicle; (ii) pursuant to S.D. Codified Laws § 32-3-69, title to the Vehicle will irrevocably vest in Interstate if the owner, insurer, or lien holder fails to claim and remove the Vehicle within thirty (30) days after mailing its notice of intent to reclaim the Vehicle to Interstate and the Department of Revenue; and (iii) following the vesting of title to the Vehicle in Interstate, the Vehicle shall be sold at public auction pursuant to S.D. Codified Laws §§ 21-54-5, 21-54-7, and 21-54-10.

## **WISCONSIN**

The Customer hereby acknowledges and agrees that: (i) pursuant to Wis. Stat. § 779.41, Interstate shall have a lien on the Vehicle for the just and reasonable value of the charges for Interstate's labor, materials, and/or repairs, due under the Invoice; and (ii) if the amounts due under the Invoice are not paid within two (2) months of the invoice being issued, Interstate may enforce its lien pursuant to Wis. Stat. § 779.48(2); (iii) enforcement of Interstate's lien may result in the Vehicle being sold; and (iv) Interstate may recover from sale proceeds the costs of enforcement of its lien pursuant to Wis. Stat. § 409.608.

## **WYOMING**

The Customer hereby acknowledges and agrees that: (i) pursuant to Wyo. Stat. § 29-7-101(a), Interstate shall have a lien on the Vehicle for the reasonable value of the charges for Interstate's labor, materials, and/or repairs due under the Invoice; and (ii) if the charges for Interstate's labor, materials, and/or repairs due under the Invoice are not paid within thirty (30) days of the Customer's receipt of the Invoice, Interstate may enforce its lien pursuant to Wyo. Stat. § 29-7-105(b); and (iii) enforcement of Interstate's lien may result in the Vehicle being sold.

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