

Griffin Import Auto Brokers LLC
Sales Representative Agreement

This Agreement is made between GRIFFIN IMPORT AUTO BROKERS LLC... ("Dealer") with a principal place of business at 2047 Lawrenceville–Suwanee RD #E Suwanee, GA. 30024

and

_____ ("Rep"), with a principal place of business at _____.

1. Services to Be Provided

GRIFFIN IMPORT AUTO BROKERS LLC operates as a fully licensed and insured automotive dealership. Upon recommendation by Marketing Agent, GF Auto Consulting, Dealer agrees to provide full Auction Access with sales representative role to approved Reps on behalf of Dealer. An introductory fee of **\$995.00** is to be paid to Marketing Agent prior to placement with Dealer. Once placed, Dealer will process all necessary on boarding of the Rep and authorize them to perform buy/sell services for all passenger, commercial, and recreational vehicles.

2. Compensation

The Rep is free to negotiate the buy and sell prices of their vehicle sales transactions. In consideration for the services to be performed by Rep, Dealer agrees to pay Rep as follows: Rep is entitled to **100% of profit per vehicle** less any fees owed to the Dealer as outlined in Sec 3 and the Fee Schedule. In the event the Dealer collects funds for services (or sales) rendered by the Rep, the following payment schedule applies: Rep can expect payment same day funds are made available or, on the 4th day after any applicable rescission period to which the buyer is entitled.

3. Dealer Fees, General Expenses

Transaction Fee: A transaction fee of **\$150.00 per vehicle** purchased or sold under the Dealer (the transaction fee covers the processing of vehicles into the Dealer’s inventory, title transfers, etc. **(Special Offer! 1st Transaction Fee FREE)**).

Dealer Fee: A dealer fee will be charged to the buyer upon transfer of ownership; however, the Rep may choose to cover this expense on behalf of the buyer (the buyer fee covers processing and shipping (if nec) of all sales documents including bill of sale, title, temp tags (TOPs), and all registration paperwork associated with sale of a vehicle using the Dealership credentials). For sales completed in GA, this fee is **\$89.00**. For sales complete outside the state of GA, this fee is **\$59.00**.

Operational Fees: Operational fees are collected to cover expenses the Dealer incurs and passes on to the Rep. These fees are shown in the fee schedule attached and are subject to change.

Financing options are available for your buyers. Any vehicle requiring financing, whether in-house or with an outside lender, will have an additional **\$295.00 loan placement fee per vehicle** as a condition of entering into a financing arrangement. This fee is a charge to the Buyer, however the Rep may absorb fee on behalf of the buyer (this fee covers sourcing and placement of loan with lender and processing lienholder documents). If dealer pulls credit, the rep is charged a **\$25 credit report fee**.

Additionally, Rep shall be responsible for all expenses incurred while performing services under this Agreement. This includes vehicle transport and other transport related expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits as applicable; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Rep hires to complete the work under this Agreement.

Rep shall pay to Dealer the following expenses that are attributable directly to work performed under this Agreement where Rep is representing GRIFFIN IMPORT AUTO BROKERS LLC:

- a. all insurance premium claims and fines related to improper use of Auction Access and all auction locations,
- b. fines for violations as imposed by any local, state or federal authorities,

Rep shall pay Dealer within seven (7) days after receipt of each statement. Rep understands that if such fines are not paid their account will become deactivated until debt is paid.

4. Procedures

The following are the Dealer’s Best Practices. This is not an exhaustive list but is to be noted by the Rep for which you are expected to comply:

(Please initial A-H to acknowledge as read and understood)

- a. _____ Rep is required to report to Dealer via phone, text, or email all vehicles bought or sold using the Dealer’s credentials.

- b. _____ Online bidding requires funds to be on deposit with Dealer prior to placing bids. Deposit to include expected bid amount, auction fees, and Dealer transaction fee. This requirement maybe removed upon completion of 7-10 successful transactions. The buying process is further detailed under Section 5a.
- c. _____ Vehicles are NOT to be sold until title from seller is in hand. Rep may market vehicle for sale as “coming soon” and take deposits from customers to hold vehicles until ready. All deposits accepted from buyers are to be held by the Dealer.
- d. _____ All titles collected from seller or auction should be immediately forwarded to the Dealer either by mail or delivered in person. Upon request to transfer owner, title and other necessary documents will be prepared. Rep has 60 DAYS to sell/transfer to new owner or ownership will be transferred in the name of Rep or Rep will have to place in auction for sale. Extensions case-by-case.
- e. _____ Three (3) day right of rescission--Rep may choose to conduct sales off-site or at the Dealer’s principal place of business. However, GA law requires that any sale taking place outside of the Dealer’s principal place of business must have a 3 day right of rescission IF the purchase is for personal, family, or household use only. This will NOT apply for any vehicles sold online, by phone or mail, or for emergency or business purposes. If sale is completed off-site (by default for sales outside of GA), buyer’s funds must be placed on deposit with Dealer and Rep accepts that funds will not be released to Rep until one (1) day after rescission period ends.
- f. _____ Vehicles must have Buyer’s Guide displayed or a “This Vehicle is Not for Sale” sticker if still reconditioning vehicle for sale. These are available from the Dealer and will be supplied as needed.
- g. _____ Rep understands that vehicles will NOT have dealer plates to permit operation on “public” streets and, as such, test drives and use of vehicle by any party on “public” streets is strictly prohibited. Test drives are permitted on “private” streets and on “private” property however, Rep should recommend that buyer bring their mechanic with them to inspect vehicle. With your approval, buyer can arrange for transport of vehicle to a mechanic shop.
- h. _____ Prior to transport from auction, etc., Rep shall make the proper arrangements to legally store or park vehicles. In order to safeguard against possible violations, vehicles are to be parked or stored on “private” property that legally allows for untagged vehicles to be on site.

5. Independent Rep Status

Rep is independent and will be given a 1099 tax form at the end of the year, and neither Rep nor Rep's employees or contract personnel are, or shall be deemed, Dealer's employees. In its capacity as an independent Rep, Rep agrees and represents, and Dealer agrees, as follows:

- Rep will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement.
- Rep has the right to perform services for others during the term of this Agreement.
- Rep has the sole right within legal bounds to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Rep shall select the routes taken, starting and quitting times, days of work, and order the work is performed.
- Rep has the right to hire assistants as sub-Reps or to use employees to provide the services required by this Agreement.
- Neither Rep nor Rep's employees or contract personnel shall be required to wear any uniforms provided by Dealer.
- The services required by this Agreement shall be performed by Rep, Rep's employees, or contract personnel, and Dealer shall not hire, supervise, or pay any assistants to help Rep.
- Only Rep shall receive training from Dealer in the professional skills necessary to perform the services required by this Agreement.
- Neither Rep nor Rep's employees or contract personnel shall be required by Dealer to devote full time to the performance of the services required by this Agreement.
- Where applicable, Rep fully understands that the use of company dealer plates is a privilege for company inventory only. The violation of such use forfeits this agreement without recourse.
- If Dealership Plates are available, the following applies: Rep agrees and understands that Georgia Dealer License Plates are not for hauling of any such vehicles. Rep agrees to pay cost of any infraction received by Dealer from agencies related to business including all auction locations, law enforcement agencies, and any other municipalities.
- Dealer agrees to deliver sales representative role after receipt of signed contract, driver’s license, social security number, and, as applicable, driving record by Reps STATE MOTOR VEHICLE DEPARTMENT. Rep is required to email such document to GIABLLC@GMAIL.COM.

- Dealer will allow for Rep upon request to have access to Manheim, Adesa, American Auto Auction, and Carmax Dealer auctions on behalf of GRIFFIN IMPORT AUTO BROKERS LLC unless otherwise specified.
- Dealer and Rep agree that any vehicle bought or sold under GRIFFIN IMPORT AUTO BROKERS LLC's account that is titled "salvage branding", must be titled under Reps name before resell to consumer. Dealer does not want the liability and will only allow purchase of salvage titles under these conditions.
- Dealer will register with any auction on behalf of Rep provided Dealer has a written request for such access.

5a. Buying Process for GRIFFIN IMPORT AUTO BROKERS LLC

GRIFFIN IMPORT AUTO BROKERS LLC monitors account activity rather strictly.

Auction Purchases (In-Person):

Step 1: To purchase or sell as a representative of GRIFFIN IMPORT AUTO BROKERS LLC, you must contact Dealer via phone, txt, email, or in person and advise, on the same day of transaction, of any completed purchased or sold vehicles.

Step 2: Costs for all vehicles purchased (or sold) are to be paid immediately after the auction regardless of whether or not title is on the premises. Rep must ensure their account has been settled same day prior to leaving the auction.

_____ (Initial) Read and Understood.

Auction Purchases (Online):

Online purchases by Dealer Agent (Rep) must be pre-funded, i.e., a cash deposit must be made with the Dealer prior to bidding. For the 1st 7-10 successful transactions, the Rep will be in direct contact with the Dealer during these types of transactions

Step 1: To purchase as a representative of GRIFFIN IMPORT AUTO BROKERS LLC you must contact Dealer via phone, txt, email, or in person with details or VIN of the vehicle(s) you intend to bid on including the estimated MMR price and/or buy now price. Dealer will review your account and advise of any outstanding issues.

Step 2: Rep is required to deposit the CONTRACTED Dealer transaction fee per vehicle as referenced in Sec 3, along with the expected bid amount, and anticipated auction fees.

Step 3: If bid is won, Dealer will inquire about the vehicle at the auction location and make the necessary payment arrangements to finalize the transaction. Over payments can remain on deposit with Dealer or be returned upon request.

Step 4: Once settled, the auction will issue a gate pass on your behalf for the release of inventory.

_____ (Initial) Read and Understood.

Note: Dealer will issue a penalty fee of \$100.00 for any car not paid for within a two (2) business day period from time of purchase. Rep is also required to promptly make arrangements for transport as auctions have time limits on how long they will hold a vehicle before storage charges are imposed. Rep agrees to these terms as stated above.

_____ (Initial) Read and Understood.

6. Business Licenses, Permits, and Certificates

Rep represents and warrants that Rep and Rep's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

7. State and Federal Taxes

Dealer will not:

- withhold FICA (Social Security and Medicare taxes) from Rep's payments or make FICA payments on Rep's behalf
- make state or federal unemployment compensation contributions on Rep's behalf, or
- withhold state or federal income tax from Rep's payments.

Rep shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Rep is not a corporation, self-employment (Social Security) taxes. Upon demand, Rep shall provide Dealer with proof that such payments have been made.

8. Fringe Benefits

Rep understands that neither Rep nor Rep's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Dealer.

9. Unemployment Compensation

Dealer shall make no state or federal unemployment compensation payments on behalf of Rep or Rep's employees or contract personnel. Rep will not be entitled to these benefits in connection with work performed under this Agreement.

10. Workers' Compensation

Dealer shall not obtain workers' compensation insurance on behalf of Rep or Rep's employees. If Rep hires employees to perform any work under this Agreement, Rep will cover them with workers' compensation insurance to the extent required by law and provide Dealer with a certificate of workers' compensation insurance before the employees begin the work.

11. Insurance

Where applicable, Dealer shall provide garage liability insurance coverage for Rep. Rep agrees to pay the deductible in whatever the amount is at the time of the incident, currently \$2500.00, for any insurance claims that may arise in the course of conducting business. Deductible can change according to business requirements,

12. Indemnification

Rep shall indemnify and hold Dealer harmless from any loss or liability arising from performing services under this Agreement.

13. Term of Agreement

This agreement shall be for 1 year from the agreed upon date referenced below.

14. Terminating the Agreement

With reasonable cause, either Dealer or Rep may terminate this Agreement, effective immediately upon giving written notice. Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.
- Dealer has notified Rep of 3 or more unpaid for vehicles at auctions GRIFFIN IMPORT AUTO BROKERS LLC is registered to purchase and sell vehicles. Dealer requires all vehicles to be paid for same day of purchase.

Either party may terminate this Agreement at any time by giving three (3) days' written notice to the other party of the intent to terminate. This aspect of the clause is triggered due to irreconcilable differences agreed upon by both sides. Dealer does NOT offer any refunds or proration of fees paid by Rep to Marketing Agent for Auction Access services. Refunds will only be giving should Dealer be unable to provide Auction Access as requested per this contract.

15. Exclusive Agreement

This is the entire Agreement between Rep and Dealer.

16. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

17. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Gwinnett County, Georgia. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Gwinnett County, Georgia. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

18. Confidentiality

Rep acknowledges that it will be necessary for Dealer to disclose certain confidential and proprietary information to Rep in order for Rep to perform duties under this Agreement. Rep acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Dealer. Accordingly, Rep will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Dealer without Dealer's prior written permission except to the extent necessary to perform services on Dealer's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Dealer for Rep to use
- any written or tangible information stamped “confidential,” “proprietary,” or with a similar legend, or any information that Dealer makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information

Upon termination of Rep's services to Dealer, or at Dealer's request, Rep shall deliver to Dealer all materials in Rep's possession relating to Dealer's business. Rep acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Dealer for which damages would be an inadequate remedy. Therefore, Dealer shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Dealer's rights and remedies otherwise available at law.

19. Proprietary Information.

A. The product of all work performed under this Agreement (“Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in progress and deliverables will be the sole property of the Dealer, and Rep hereby assigns to the Dealer all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Rep retains no right to use the Work Product and agree not to challenge the validity of the Dealer’s ownership in the Work Product.

B. Rep hereby assigns to the Dealer all right, title, and interest in any and all photographic images and videos or audio recordings made by the Dealer during Rep’s work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Dealer will be entitled to use Rep’s name and/or likeness use in advertising and other materials.

20. No Partnership

This Agreement does not create a partnership relationship. Rep does not have authority to enter into contracts on Dealer's behalf.

21. Assignment and Delegation

Rep may not assign or subcontract any rights or delegate any of its duties under this Agreement without Dealer's prior written approval.

22. Applicable Law

This Agreement will be governed by Georgia Business law, without giving effect to conflict of laws principles.

This contract is agreed to and effective on [redacted] and signed by all parties below.

Dealer: GRIFFIN IMPORT AUTO BROKERS LLC

Principal: Carla Griffin

Signature 

Date

Office: 2047 Lawrenceville-Suwanee Rd, Ste E

Suwanee, GA 30024

678-787-1111

Rep:

Printed Name

Signature

Date

Rep Contact Info (Complete All Fields):

Email Address

Address

Phone

Driver’s License Number

State

DOB

SSN

FEE SCHEDULE

Transaction fee (per vehicle)	\$150.00
Dealer fee (In GA, consumer)*-	\$89.00+TAVT
Dealer fee (out of GA, consumer)*	\$59.00
Title transfer to Rep (In GA, Rep)*	\$69.00+TAVT
Title transfer to Rep (Out of GA)*	FREE
Credit Report*	\$25.00
Loan Placement Fee*	\$295.00 min
Overnight/Express Mail*	\$30.00
Priority Mail*	FREE
Wire Fee*	\$20.00
Dealer-to-Dealer Transfer*	\$59.00

/* Subject to change