

# Team Green Motors LLC

## Sales Representative Contractor Agreement

This Agreement is made between TEAM GREEN MOTORS LLC ("Client") with a principal place of business at 2807 Allen St Ste. 2009 in Dallas, Texas 75204 and \_\_\_\_\_ ( "Dealer Agent" aka "Contractor"), with a principal place of business or home at \_\_\_\_\_

### 1. Services to Be Performed

Client agrees to deliver full sales representative role of access auction on behalf of client to Dealer Agent upon receipt of sign up payment. Dealer Agent will receive plastic Texas Dealer Tags (with insurance) to be used to transport vehicles on behalf of the Dealership. Dealer Agent is given permission to perform Services on behalf of Clients license in the form of operating a fully licensed and insured automotive dealership for 1 month, starting from the date this contract was signed and payment received. Client pays all mailing fees. This agreement will renew each time a new monthly fee is received.

### 2. Payment

In consideration for the services to be performed by Dealer Agent, Client collects only the agreed upon sign-up payment of **\$595** and ongoing documentary fee of **\$200** per vehicle which includes 1 buyer 30 day paper temp tag. Ongoing monthly cost is \$499 and Client can stop at anytime.

### 3. Expenses

Dealer Agent shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; 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 Dealer Agent hires to complete the work under this Agreement.

Dealer Agent shall pay 10% of any insurance premium claims, and fines related to **improper** use of auction access, and all auction locations, and all auction locations that TEAM GREEN MOTORS LLC is registered with to Client for the following expenses that are attributable directly to work performed under this Agreement. Dealer Agent shall pay Client within (7) days after receipt of each statement. Dealer Agent understands that if such fines are not paid their account will become deactivated until debt is paid.

### 4. Vehicles/Titles and Equipment

Dealer Agent will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will require Dealer Agent to pay a documentary fee (documentary fees include processing of title and all paperwork associated with purchase of vehicle) of \$200.00 per vehicle purchase in cash under TEAM GREEN MOTORS LLC. Client TEAM GREEN MOTORS LLC) is to provide and furnish Dealer Agent with original title within seven (7) to ten (10) business days once the title is received from the auction.

### 5. Independent Contractor Status

Dealer Agent is an Independent Contractor and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Dealer Agent agrees and represents, and Client agrees, as follows:

Contractor has the right to perform services for others during the term of this Agreement.

Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

[ ] The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help Contractor.

[ ] Client agrees to deliver sales representative role after receipt of signed contract, driver's license, and payment...usually within 24-48 hour period.

**6. Buying as a TEAM GREEN MOTORS LLC Dealer Representative:**

TEAM GREEN MOTORS LLC monitors account activity rather strictly. Thus, please be responsible in all bidding and buying. Any failure to pay for any vehicles that have been purchased by the Contractor by end of business on the date of the transaction; can be subject to immediately being suspended from all buying privileges and is in breach of this contract.

**7. Business Licenses, Permits, and Certificates**

Dealer Agent represents and warrants that Contractor and Contractor'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.

**8. Indemnification**

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

**9. No Partnership**

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

**10. Assignment and Delegation**

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

**11. Applicable Law**

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

**Signatures**

Client: TEAM GREEN MOTORS LLC

Dealer Agent: \_\_\_\_\_

Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date/ Time

\_\_\_\_\_  
Driver's License Number