



## DEALER APPLICATION / CONTRACT

Please attach the following with the application:

- ( ) Company Profile
- ( ) Location Map
- ( ) Latest Audited Financial Statement
- ( ) List of Company Officers and Staff
- ( ) Photograph of Store of Office Frontage and Display area
- ( ) List other manufactures that you represent
- ( ) Include monthly sales projections for first 12 months

### 1. COMPANY BACKGROUND

Company Name \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Prov/State \_\_\_\_\_  
Country \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Website \_\_\_\_\_ Email \_\_\_\_\_  
Type of Organization: ( ) Sole Proprietorship ( ) Partnership ( ) Corporation ( ) LLC  
Nature of Business \_\_\_\_\_ Years in Business \_\_\_\_\_

### 2. FINANCIAL INFORMATION

#### Bank References

Name \_\_\_\_\_ Branch \_\_\_\_\_ Account No. \_\_\_\_\_ Contact \_\_\_\_\_

Name \_\_\_\_\_ Branch \_\_\_\_\_ Account No. \_\_\_\_\_ Contact \_\_\_\_\_

#### Other References

Name \_\_\_\_\_ Address \_\_\_\_\_

Contact and Phone No. \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Contact and Phone No. \_\_\_\_\_

**3. SALES EXPERIENCE**

Product Description \_\_\_\_\_ Volume \_\_\_\_\_ Supplier \_\_\_\_\_  
Product Description \_\_\_\_\_ Volume \_\_\_\_\_ Supplier \_\_\_\_\_  
Product Description \_\_\_\_\_ Volume \_\_\_\_\_ Supplier \_\_\_\_\_

**CERTIFICATION**

I herby certify that the information contained in this sheet and all attachments hereto are true and correct to the best of my knowledge and herby authorize THEAUTOMOTO.COM CORPORATION to check all information contained herein by whatever means THEAUTOMOTO.COM CORPORATION finds appropriate. I understand that any falsification of documents and any fraudulent information or misrepresentation will serve as grounds for nullification of this application. Upon signing this Application, I also agree to the terms and conditions of this contract as stated on the second page of this form.

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

**TERMS AND CONDITIONS FOR DEALERS**

**1. TERM & EFFECTIVITY**

This contract shall be valid for a period of one (1) year effective from the date of signing by both parties.

**2. RESPONSIBILITES OF DEALER**

- 2.1 The Dealer represents the interest of TheAutoMoto.com Corporation In an honest and professional manner and at no time misrepresents TheAutoMoto.com Corporation’s products and services to any third party.
- 2.2 The Dealer does not engage in selling practices which are unfair, deceptive, misleading, or which misrepresents any aspect of TheAutoMoto.com Corporation’s product or service, or which unfairly misleads or induces an unwilling customer to make a purchase, or which are otherwise irresponsible or not sanctioned by TheAutoMoto.com Corporation
- 2.3 The Dealer manages trains and motivates a competent team of sales personnel to sell TheAutoMoto.com Corporation’s. Products, and to implement good customer service in accordance with the sales policies of TheAutoMoto.com Corporation
- 2.4 The Dealer agrees to allocate a suitable sales and display area for theTheAutoMoto.com Corporation’s products.
- 2.5 The Dealer will set aside funds to engage in active marketing to promote TheAutoMoto.com Corporation’s products within the Dealers community.
- 2.6 The Dealer shall hold TheAutoMoto.com Corporation free from and harmless against any and all claims, losses or damages incurred by its agents or sales personnel; and shall be held liable and remain responsible for all their acts and omissions as fully as if they performed the act or omission themselves.
- 2.7 The Dealer refrains from disclosing or in any way revealing, directly or indirectly, to any person or entity, details or other information contained in these terms and conditions between TheAutoMoto.com Corporation and the Dealer.
- 2.8 The Dealer agrees to abide by all governmental regulations in relation to the Dealers regular business performance. (i.e., taxes, licenses, permits, ect.)
- 2.9 The Dealer binds itself to agree to purchase a to be determined minimum quantity of product before the end of this valid contract effective from the date of signing by both parties.

### **3. RELATIONSHIP**

- 3.1 The Dealer operates itself as an independent contractor and is not in partnership with TheAutoMoto.com Corporation. No right has been given to the Dealer to enter into any agreement or commitment in the name of or on behalf of TheAutoMoto.com Corporation or to bind TheAutoMoto.com Corporation in any respect whatsoever. Neither shall anything contained herein or done in pursuance hereof, constitute the parties as legal representatives of the other for any purpose whatsoever.
- 3.2 There exists no employer-employee relationship between TheAutoMoto.com Corporation and the Dealer. Hence the Dealer, its agents and employees shall under no circumstances be considered as employees, agents, and representatives, of TheAutoMoto.com Corporation neither shall the Dealer make any representation, guarantee or warranty with respect to TheAutoMoto.com Corporation product or service.
- 3.3 TheAutoMoto.com Corporation Shall not be responsible for any negligence or default of the Dealer, its agents and employees, and will keep TheAutoMoto.com Corporation indemnified against the same and all actions, proceedings, claims, demands, and expenses in relation hereto.
- 3.4 Dealer hereby covenant, warrant and represent that both Dealer and his employees will keep confidential, both during the term of this Agreement and forever after its termination, all information obtained from the Company with respect to all trade secrets, proprietary matters, business procedures, customer lists, needs of customers, manufacturing processes/location/Names and all matters which are competitive and confidential in nature, and will not disclose this information to any person, firm, corporation or other entity for any purpose or reason whatsoever. The dealer and or their employees shall not, directly or indirectly, for themselves or any other individual, partnership, corporation, or entity, solicit, represent, act on behalf of, sell or provide solicitation to any individual, partnership, corporation or entity competing against the Company. The Company shall be entitled to an injunction restraining the dealer and or their employees from disclosing this information in the event of a breach or threatened breach of the provisions of this paragraph.
- 3.5 The Dealer covenants and agrees that during the term of this Agreement, and for 1 year after its termination they shall not sell, promote or offer for sale, directly or indirectly, any product which might in any way be deemed competitive to The Auto Moto line and that they presently carry no line which is competitive with said product. Notwithstanding the foregoing, the dealer agrees to notify the Company in writing of all future products with the name of the manufacturer you intend to carry, competing, or otherwise, before your representation of same. This covenant shall become a material part of this Agreement.

### **4. SALES INCENTIVES**

- 4.1 The Dealer binds itself to agree with and is entitled to receive purchase incentives based on reaching specific quantity levels of products ordered during the valid contract period.
- 4.2 The incentives will be based on the increased Dealer discount percentages given for future product purchases.
- 4.3 The Dealer shall be granted territory exclusivity only after TheAutoMoto.com Corporation is satisfied that the Dealer is providing an expected level of sales and service in a given territory.

### **5. INTERNET SALES**

- 5.1 TheAutoMoto.com Corporation retains the rights to any sale or request that is directly or indirectly related to TheAutoMoto.com Corporation registered website. ([www.theautomoto.com](http://www.theautomoto.com))

### **6. ADVERTISEMENT AND PROMOTION**

- 6.1 TheAutoMoto.com Corporation shall provide sales materials and product brochures to the extent possible, to support the sales of its products and services.
- 6.2 The Dealer shall not publish any advertisement which may mislead or deceive the public, or may be detrimental to

the good name, trademark, logo, goodwill, or reputation of TheAutoMoto.com Corporation.

6.3 Any advertisement or promotion efforts using the name or trademark logo of TheAutoMoto.com Corporation must have the prior approval of TheAutoMoto.com Corporation.

**7. TERMINATION**

7.1 The contract is non-assignable and non-transferable. The contract can be terminated by either party with thirty (30) days written notice from date of receipt of the written notice.

7.2 TheAutoMoto.com Corporation may unilaterally terminate this Contract if the Dealer violates any of the terms and conditions of this Contract, changes the ownership or management of its business, engages in any unfair or unethical trade practices, or commits any fraudulent act.

7.3 Upon termination of this Contract, the Dealer ceases immediately to represent, display, advertise, or promote any association with TheAutoMoto.com Corporation.

7.4 The Dealer shall be accountable for any outstanding payments still due to TheAutoMoto.com Corporation and must remit these payments in full.

**8. RENEWAL**

8.1 This contract shall be automatically renewed at the end of the term by mutual consent of both parties on an annual basis under the same terms and conditions set forth in this Contract unless otherwise amended and agreed upon by either party in writing thirty (30) days prior to the expiration of the original term.

**9. AMENDMENT**

9.1 Any amendment, alteration or modification of this Contract shall not be valid and binding unless and until reduced in writing and signed by the parties hereto.

**10. LEGAL VENUE**

10.1 This Contract shall be construed and interpreted under the Laws governing The State of California. All legal actions and Proceedings arising out of this Contract shall be brought to the jurisdiction of proper courts in Los Angeles, California.

TheAutoMoto.com Corporation  
269 S. Beverly Dr. suite 960  
Beverly Hills, Ca 90212

Dealer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signed By \_\_\_\_\_

Signed By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_