

Inside Car Buying, LLC

Retainer Contract for "Hire the Expert" Service

1. Authorization:

I, (print name) _____ (The Client) hereby retain the services of Inside Car Buying LLC; a Limited Liability Company, duly incorporated under the laws of the State of New York; as an independent contractor for the specific purpose of obtaining me the best deal available; for the programs in effect during the month of this contract. Inside Car Buying will make their best efforts to obtain the best deal on a lease or purchase; for the vehicle they have chosen; within a 50 mile radius of their home address which they have provided.

2. Payment Terms:

I, (print name) _____ agree to pay Inside Car Buying, LLC their fee (Fee Structure - MSRP of \$39,999 and below = fee of \$499; MSRP between \$40,000 - \$49,999 = fee of \$599; MSRP between \$50,000 - \$59,999 = fee of \$699; MSRP between \$60,000 - \$69,999 = fee of \$799; MSRP between \$70,000 - \$79,999 = fee of \$899; MSRP between \$80,000 - \$89,999 = fee of \$999; MSRP between \$90,000 - \$99,999 = fee of \$1,099; MSRP between \$100,000 - \$124,999 = fee of \$1,299; MSRP of \$125,000 and above = \$1,500) for the purpose described above.

3. Workflow:

- Inside Car Buying, LLC will contact me by phone once they receive all of the required documents back to review the vehicle and specific options I am looking to take possession of.
- Upon approval and contractual agreement with Inside Car Buying LLC, the agreed upon work will commence.
- Inside Car Buying will be present the best deal for the programs in effect during the month of this contract and within a 50 mile radius of the clients home, typically within 72 hours of confirming the vehicle specification and agreement.
- Arrangements will be made for Inside Car Buying to leave a deposit if required (for the dealer to hold vehicle) and for the delivery to be set up thereafter
- On occasion, Inside Car Buying LLC, in the pursuit of obtaining the best deal, will do so as the client themselves and "act as if" they are the client during communication with the dealership. In doing this Inside Car Buying may use an alternate email address and or phone number for the customer.

4. Cancellation:

Cancellation of the project at the request of the Client are as follows; Once this contract is signed and submitted back to Inside Car Buying, LLC the hiring fee is nonrefundable. However, if such cancellation shall be due to or arising from Inside Car Buying, LLC's breach of the terms of this agreement, the Client shall be entitled to a full refund of any and all payments and deposits made prior to the cancellation.

I, (print name) _____ agree to the terms of the cancellation policy presented to me from Inside Car Buying, LLC.

5. Venue:

Any disputes arising from a breach of this agreement shall be resolved in the City Court of White Plains, NY

6. Damages:

Damages arising out of the breach of this agreement by Inside Car Buying shall be limited to the fee amount paid. No punitive or exemplary damages shall be sought or awarded arising out of breach of this agreement. Each party should be responsible for their own costs and attorney fees.

7. Choice of law:

Disagreements arising over this agreement shall be governed and construed in accordance with the laws of the State of New York, even if the agreement is executed by the client outside the State of New York.

8. Mediation:

In the event of any dispute between the parties, it is agreed that such dispute shall be submitted to a single mediator employed by the American Arbitration Association ("AAA") whose decision shall be final, binding, and non-appealable by any party. Each party shall bear its own costs and legal fees for the mediation and no punitive or exemplary damages shall be awarded. There shall be no written briefs or motions filed in such mediation which is to be scheduled for a date no more than 30 days after any party hereto gives written notice requesting mediation to the other parties at their respective addresses, by mail or by facsimile to their than usual place(s) of business. The mediation shall be conducted in the county of Westchester. Such mediation shall be conducted in one day only and, if the parties are unable to reach an agreement resolving the dispute(s), the mediator shall be expressly authorized by this Agreement to and shall render written decision with seven (7) business days thereafter.

9. Entire Understanding

This contract and any Appendices attached hereto constitute the sole and entire agreement between Inside Car Buying, LLC and the Client regarding this project. The parties hereto agree that this Agreement supersedes and replaces any prior agreements between them, and that there are no agreements or terms, verbal, written or otherwise, other than those expressly set forth herein. This contract becomes effective only when signed by both parties. This Agreement may be signed in counterparts, which, taken together, shall be deemed to constitute a whole and have the same force and effect as if signed contemporaneously. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and Inside Car Buying, LLC. Both parties warrant that they have read and understand the terms set forth in this agreement. This agreement shall be governed and construed in accordance with the laws of the State of New York, even if the Client is outside of New York State.

Date _____

Client Signature

Tommy Taylor, President, Inside Car Buying LLC.

Even if you paid online, I still need your credit card information on the contract so when I find the right deal I can leave the dealer a deposit and set up delivery.

Credit Card Type _____

Credit Card Number _____

Credit Card Expiration _____

Security Code _____