



CARPHORIA, LLC DEALER AGREEMENT

This Dealer Agreement (“Agreement”), dated as of _____, 2015, is between _____ (“Dealer”) and CARPHORIA, LLC. This Agreement shall apply to any/all vehicles purchased and sold to or from CARPHORIA, LLC where Dealer is the other party to such purchase and sale during the term of this Agreement. This Agreement shall remain in effect until another Agreement is entered into between the parties or either party terminates this Agreement upon 90 days’ prior written notice of termination given by the terminating party to the other party to this Agreement. Even upon termination of this Agreement the provisions of this Agreement shall continue to be in control with respect to all vehicles that were purchased and sold between the parties during the term of this Agreement.

All vehicles sold must have a public Vehicle Identification Number (VIN) plate attached to the vehicle. Those vehicles having a reassigned VIN plate by the State in place of the original VIN plate must be documented on the Vehicle Purchase Agreement (a form of which is attached hereto as Exhibit A) or will be subject to sale cancellation and buyer return.

The party to this Agreement who is selling a particular vehicle (the “Seller”) to the other party (the “Buyer”) to this Agreement must document title discrepancies on the Vehicle Purchase Agreement including, but not limited to, not actual miles, salvage, theft recovery, stolen vehicle, flood damage, Lemon Law buybacks and trade assist. Failure to disclose title discrepancies will result in sale cancellation.

The Seller warrants, represents and guarantees to and for the benefit of the Buyer possession and conveyance of a certificate of title, properly executed, valid in the state where the transaction is occurring and clear of all liens, encumbrances and interests of any kind in any other party (except current year DMV fees in California). Seller also seller warrants and will defend the title against the claims and demands of all persons whatsoever. Seller has up to a maximum of 40 calendar days for title to be received by the Buyer (where the date on the Vehicle Purchase Agreement is Day 1). After such 40 day calendar day period, it is the Buyer’s option to return the vehicle or wait a reasonable period of time for the title.

Each party warrants and represents to the other party to this Agreement that such warranting party is licensed and bonded in the state in which the purchase and sale transaction occurs.

Seller shall disclose to the Buyer any matters that relate to the safety or integrity of the vehicle including but not limited to all requirements under local, state or federal statutes or regulations. Such disclosure must be made in writing on the Vehicle Purchase Agreement relating to such vehicle.

Seller will be responsible for repayment of documented costs incurred by the Buyer associated with a cancelled sale. The Seller agrees to pay to the Buyer expenses and costs of expenses and reasonable attorney fees incurred in enforcing this Agreement.

Seller must disclose in writing to the Buyer structural damage, repairs or replacements as outlined in the NAAA Arbitration Policy. The policy can be found at www.NAAA.com.

In the event that a party to this Agreement becomes indebted to the other party to this Agreement for any reason, such other party shall be entitled to offset the amount of such indebtedness against any obligations due under this Agreement to the indebted party.

Each party shall comply with all laws applicable to such party and such party’s business, including, without limitation, all state and federal consumer credit and consumer protection statutes and regulations.

Neither Dealer nor CARPHORIA, LLC contemplate sharing of profits or liabilities with each other in connection with this Agreement, including without limitation in connection with any purchases and sales of vehicles made pursuant to this Agreement. This Agreement does not create a partnership, joint venture, agency or employee/employer relationship between Dealer and CARPHORIA, LLC. Neither party is granted any express or implied right and/or authority to legally bind the other party to this Agreement in any manner whatsoever. This Agreement contains the entire agreement between the parties and no verbal disclosures or representations will be taken into consideration.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to the principles of conflicts of laws thereof). Harris County, Texas, shall be the venue for any dispute resolution hereunder. Any claim or other unresolved dispute arising hereunder, including without limitation any dispute relating to the purchase and sale of any vehicle between the parties to this Agreement that is governed by this Agreement, shall be resolved exclusively by binding arbitration pursuant to the then-current commercial arbitration rules and procedures of JAMS in English, conducted before three (3) arbitrators. The parties to this Agreement and the arbitrators shall hold all aspects of the arbitration in confidence. Each party will bear its own costs in connection with such arbitration; provided, however, that the arbitrators may, in their discretion, award the prevailing party reasonable costs and expenses incurred in connection with such dispute or claim, including without limitation reasonable attorneys' fees and expenses. Any award properly rendered in such arbitration may be enforced, at the election of the prevailing party, in any court with proper jurisdiction over the non-prevailing party. To the extent any dispute or matter ultimately is heard by any court, each party hereby waives the right to a jury trial.

The parties agree that service of process relating to any dispute under this Agreement, including without limitation any of the same relating to the purchase and sale of any vehicle between the parties to this Agreement that is governed by this Agreement, may be made by registered or certified mail, return receipt requested, or by personal delivery, or by overnight courier by a nationally recognized courier service (such as Federal Express and the like) to the following address [*Note: do not use a post office box address*]:

If to Dealer:

Attn: _____

If to Carphoria:

CARPHORIA, LLC
Attention: **Shayla Mott**

2915 S. Sam Houston Pkwy East, Suite 100
Houston, Texas 77047

In Witness Whereof, each of the parties hereto has cause this Agreement to be executed by its duly authorized officer or representative, effective as of the date first written above.

[insert Dealer's full name above]

By: _____
Name: _____
As its Authorized: _____

CARPHORIA, LLC

By: Shayla Mott
Name: Shayla Mott
As its Authorized: Controller