



DEALER AGREEMENT

Company / Dealer Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Contact Name: _____ Dealer License #: _____
 DMS System: _____ Data Source: _____

**THIS AGREEMENT IS BETWEEN THE ABOVE MENTIONED COMPANY / DEALER AND
 Kiss Auction, LLC ~ 212 E. Huron St. ~ Ann Arbor, MI. 48104**

Phone: (877)364-KISS (5477) – Fax: (248)769-6051 – Email: sales@kissautoauction.com

Kiss Auction, LLC will provide:

- Allow Company / Dealer’s authorized users to access KissAutoAuction.com on a 24/7 basis to:
 - Add/Delete/Modify Company / Dealer Vehicle Inventory
 - Participate in www.kissautoauction.com to Buy or Sell Vehicles with “Peace of Mind” transactions through 5/3 Bank
 - Sales, Technical, and Marketing Support
 - Third Party “Guaranteed Inspections” and Transportation Services
 - And more at www.kissautoauction.com

Company / Dealer will be responsible for:

- Agreeing to accept the fees, terms and conditions upon logging into www.kissautoauction.com.
- Dealer ensures vehicle data and inventory information is as accurate as possible.
- Not competing with Kiss Auction, LLC in any way while this agreement is in force and for a period of two-years after any such termination of this agreement.

ANNUAL SUBSCRIPTION* and POSTING FEES (Mark Desired Option):

_____ Yes, Sign Me Up for the Pre-Launch Special, which waives my set up fee of \$300.00 through October 2008 to make sure that I am satisfied. I will pay a \$50.00 Third Party Inspection/Posting Fee per Vehicle

NOTE: There is not a fee for reposting a vehicle.

NOTE: All Transaction Fees (per buy or sell) are \$100 each, unless transaction is below \$5000 then only \$50 each (buy or sell)

TOTAL DUE NOW..... \$ _____

Paid with Check Number _____ Please Invoice Me: _____ Please Call for Credit Card or eCheck _____

*** SUBSCRIPTION INCLUDES:**

1. Full access after login and acceptance of the site terms at www.kissautoauction.com
2. Posting of Dealer’s Inventory to “The Lot” with approved data provider
3. Unlimited posting and/or reposting of vehicles into the auction/lot (if purchased)
4. Unlimited vehicle searches
5. Up to ten dealership authorized users with variable access levels
6. Account Report generator
7. Wish List and CRM Module

** Requires an approved data source (e.g., Dealer Specialties, Next Step, etc.)

1. Kiss Auction, LLC shall not be liable if failure is caused by labor disputes, strikes, war, fire, flood, accident, paper or other material shortages, or any other act of God. In such case, Kiss Auction, LLC may extend the time for completion or issue a pro rata credit at our discretion.
2. Liability of Kiss Auction, LLC shall be limited to the amount of the specific service provided by Kiss Auction, LLC
3. Fees, terms and conditions set forth and agreed to upon login will supersede any other agreements with Dealer / Company.
4. The Company / Dealer can terminate this agreement at any time with 30 day written notice to Kiss Auction, LLC. Any refunds due the Company / Dealer will be on a pro rata from the final termination date and provided within 30 days of this date.

The person signing represents that he or she is authorized to sign this agreement for Company / Dealer.

Business Name: _____ Date: _____

Authorized Representative: _____ Print: _____