

AGREEMENT FOR CERTIFICATES OF TITLE AND REGISTRATION ON
VEHICLES BETWEEN JOHNSON COUNTY, TEXAS, THE JOHNSON
COUNTY TAX ASSESSOR-COLLECTOR AND DEALER

Burleson Automotive Partners, LLC

This Agreement for Certificates of Title and Registration on Vehicles between Johnson County, Texas, the Johnson County Tax Assessor-Collector and Dealer (hereinafter referred to as the "Agreement") is entered by and between Johnson County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County"), the Johnson County Tax Assessor-Collector (hereinafter referred to as "JCTAC" and Burleson Automotive Partners, LLC (hereinafter referred to as "Dealer") and individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, Dealer is a business entity selling motor vehicles at its place of business located in Johnson County, Texas; and

WHEREAS, public convenience will be furthered by authorizing Dealer to perform titling and registration services at Dealer's place of business listed on the attached Exhibit "A" in accordance with the rules adopted by the Texas Department of Motor Vehicles; and

WHEREAS, Dealer has requested the JCTAC to provide an inventory of Texas Department of Motor Vehicle license plates and registration paper (hereinafter referred to collectively as "Inventory") for Dealer to issue for vehicles sold by Dealer at its place of business as allowed by the Texas Department of Motor Vehicles; and

WHEREAS, Section 520.0071 of the Texas Transportation Code authorizes a county assessor-collector, with the approval of the commissioners court to deputize an individual or business entity to perform titling and registration services in accordance with the rules adopted by the Texas Department of Motor Vehicles.

AGREEMENT

NOW THEREFORE, for value received and in consideration of the mutual covenants, conditions, and premises herein contained, the parties agree as follows;

1. The JCTAC agrees to deputize Dealer pursuant to Section 520.0071, Transportation Code, to perform titling and registration services in accordance with the rules adopted by the Texas Department of Motor Vehicles.

2. County agrees to approve the JCTAC deputizing Dealer pursuant to Section 520.0071, Transportation Code, to perform titling and registration services in accordance with the rules adopted by the Texas Department of Motor Vehicles.
3. Dealer agrees to comply with the rules adopted by the Texas Department of Motor Vehicles in performing the titling and registration services.
4. The JCTAC agrees to provide Dealer with Texas Department of Motor Vehicle (TxDMV) license plates and registration paper (hereinafter referred to as "Inventory") for the purpose of issuing to vehicles sold only by Dealer. Under no circumstance will Dealer keep said Inventory at any location other than its place of business listed on the attached Exhibit "A".
5. The Dealer shall designate employees ("Designated Employees") in a hierarchy at its place of business to be in charge of operations who will oversee the receipt, maintenance and issuance of Inventory. Prior to the issuance of any Inventory, the JCTAC shall provide any training deemed necessary for or requested by the Dealer for its Designated Employees.
6. Dealer agrees to notify County and the JCTAC of any change in the ownership or location of its places of business listed on the attached Exhibit "A" and of any change in the Designated Employees within 14 calendar days of such change. Notice will be provided pursuant to Paragraph 18 of this Agreement. Any such change in ownership or location automatically terminates this Agreement with Dealer as to that location and necessitates a new Agreement with the new owner, as well as an audit of existing Inventory.
7. Dealer agrees to timely provide on a weekly basis at a minimum to the JCTAC (1) any reprinted and/or voided registration receipts and license plates if applicable; (2) full payment of funds including all fees and sales tax; and (3) any other information as the JCTAC shall from time to time reasonably require.
8. Dealer agrees to remit title transactions to the JCTAC at the Johnson County Tax Office via the TxDMV Web Dealer program.
9. The JCTAC will notify the Dealer's Designated Employees via email when the title transaction batches have been reviewed for approval in the TxDMV Web Dealer program along with the amount of funds necessary to complete processing.
10. Funds shall be remitted from the Dealer to the JCTAC via ACH to the Johnson County Tax Office within one business day.
11. Dealer agrees, at Dealer's cost, to provide a bond payable to the JCTAC in the amount of \$300,000 dollars or a bond in the amount based on the annual Dealer's Motor Vehicle Inventory Declaration dealer's net motor vehicle inventory sales

for prior year sales \div 12 x .0625, whichever is greater. Said bond shall be for the purpose of securing performance of Dealer pursuant to this Agreement and specifically to secure the JCTAC of the Inventory placed with Dealer and any funds including all fees and sales tax which were received or should have been received by Dealer under this Agreement. The bond shall remain in effect for the duration of this Agreement (and all renewals thereof).

12. Dealer agrees to increase the bond amount if requested by the JCTAC for the Agreement to continue in force and comply with the requirements of paragraph number 10 above.
13. The JCTAC agrees not to furnish any Inventory for the account of the Dealer other than directly to the Designated Employees. The Designated Employees will verify all Inventory prior to accepting delivery. Dealer assumes full liability for the safekeeping of all Inventory furnished by the JCTAC to the Designated Employees. The JCTAC will notify Dealer in writing of any missing and unaccounted for Inventory or cash shortages and Dealer shall have up to seven (7) days to research and rectify any discrepancies before payment is made. The Dealer agrees to pay for any missing or unaccounted for Inventory.
14. Dealer agrees to use the Inventory in numerical sequence.
15. Dealer is subject to audit by the JCTAC at any time during normal business hours of the Dealer and at a mutually agreed upon location.
16. Dealer hereby agrees to indemnify and hold harmless County, officials and employees of County, and the JCTAC from and against any loss, including claims, demands and causes of action and which loss, claim, demand or cause of action resulted from the performance or non-performance of Dealer or its agents, representatives or employees pursuant to the terms of this Agreement.
17. This Agreement is entire as to all of the performance to be rendered under it. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
18. Either Party hereto may voluntarily terminate this Agreement at any time upon thirty (30) days prior written notice to the other party sent as provided in Paragraph 19 hereof. Within seven (7) days after the date of termination, the Dealer shall return to the County all outstanding Inventory, and payment of all fees and sales tax due.
19. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Roger Harmon
County Judge
2 North Main
Cleburne, Texas 76033

JCTAC: Scott Porter
Johnson County Tax Assessor-Collector
PO Box 75
Cleburne, TX 76033

DEALER: Burleson Automotive Partners LLC
300 N. Burleson Blvd
Burleson TX

The person and address to which notices are to be given may be changed at any time upon written notice to the other Party.


20. The Effective Date of this Agreement will be the date of the last party to sign the Agreement.
21. The term of this Agreement shall continue in full force and effect for one year from the Effective Date of the Agreement. This Agreement shall automatically renew for a one year period on the anniversary of the Effective Date of the Agreement unless the Agreement is terminated as set forth herein.
22. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement will be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas.
23. Neither Party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other Parties. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating Party be a material breach for which the non-assigning and/or non-delegating Party may void this Agreement.
24. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, or any other similar relationship between the Parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement and that Dealer has been deputized pursuant to Section 520.0071, Transportation Code, for the limited purposes of enabling Dealer to perform titling and registration services in accordance with rules adopted by the Texas Department of Motor Vehicles.

25. This Agreement shall supersede any and all other agreements for services specified hereunder, whether oral or written, for any and all locations listed on Exhibit "A".

26. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County and the JCTAC.

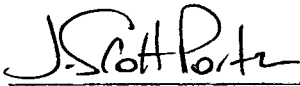
IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their authorized representative to execute this Agreement. Each representative whose signature appears on this Agreement represents and does hereby certify that they have the authority to enter into this Agreement for their represented Party.

COUNTY


Roger Harmon
County Judge

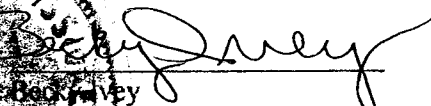
Date: 3/9/15

JCTAC

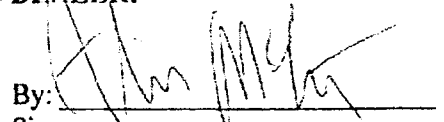

Scott Porter
Johnson County Tax Assessor-Collector

Date: 3/9/15




Becki Jolley
County Clerk, Johnson County

DEALER:

By: 
Signature
Franklin McLarty CEO
Printed Name and Title

Date: 2/4/15

EXHIBIT "A"

Burleson Automotive Partners LLC
Burleson Nissan
300 N. Burleson Blvd.
Burleson, TX 76028