



United Auto Security, LLC Dealer Agreement

This DEALER AGREEMENT (“Agreement”) is entered into this _____ day of _____, 20_____, by and between United Auto Security, LLC (UAS), a New York Limited Liability Company, having its principle place of business at 4 Vernon Lane Suite 3A Elmsford, NY 10523, and _____ (“DEALER”), a _____ corporation having its principle place of business at _____.

The parties desire to here by enter into a supplier/Dealer relationship for the sale of _____ brand(s) of United Auto Security (“Products”), the governing terms and mutual promises of which are set out in this agreement.

1. Appointment; Terms of the Agreement

- 1.1 Appointment – UAS appoints Dealer, and Dealer agrees to act, as UAS’s licensed non-exclusive Dealer of the products of the term and conditions set forth in this agreement. The relationship of Dealer to UAS shall be that of an independent contractor and under no circumstances shall either party be deemed to be a partner, joint venture, or agent of the other.
- 1.2 Termination – This agreement may be terminated by either party, or any reason, with or without cause, by giving the other party written notice at any time.

2. Responsibilities of the Parties

- 2.1 Any Sale or Marketing Materials, Advertising and use of the United Auto Security Logo including display on a web site, must be approved in advance in writing.
- 2.2 Administration – Upon endorsement of this agreement, Dealer shall furnish United Auto Security with the completed valid Tax Exemption Certificate.
- 2.3 Shipping – Products will be shipped from UAS’s warehouse. On orders over \$500 UAS will pay the costs of Ground Delivery by UPS carrier. All orders under \$500 Dealer is responsible for shipping costs.
- 2.4 In the event that incorrect or defective product is received by the Dealer, Dealer shall have 10 days to file a claim with UAS.

3. Pricing, Payment, and Warranty

- 3.1 Dealer Pricing – Dealer shall have sole discretion as to the selling price to its customer.
- 3.2 The Minimum Initial Order to qualify for a Dealer is \$500 in merchandise total, thereafter, there is no minimum re-order.
- 3.3 Dealer will receive 50% OFF Website Retail (<http://www.unitedautosecurity.com>)
- 3.4 Payment Terms – Dealers payment terms shall be Visa, Master Card, American Express, Discover, or Certified Bank Check made to the order of United Auto Security, LLC.
- 3.5 Warranty Claims – All defective items that are still under UAS warranty will be repaired and/or replaced at no charge to the customer. Complete units must be returned to qualify for repair or replacement.

4. Indemnification

- 4.1 Indemnification – Dealer indemnifies and holds UAS harmless from and against any and all claims, damages, judgments, and liabilities, asserted by any other person or concern, resulting directly or indirectly from any act, omission, commission, or breach by the Dealer

and such indemnification shall include, but not be limited to, the payments of all expenses, costs, and attorney's fees incurred by UAS in defending or settling such claims.

- 4.2 Confidentiality – It is recognized that during the course of normal business either party may reveal to the other information that is considered confidential and not for public disclosure. The party that receives such confidential information shall treat it as such and not divulge it, directly or indirectly to any other person, firm, corporations, or entity for any purpose. The receiving party also warrants that it shall not use said information without the prior written consent of the granting party. This includes but is not limited to information related to products, customers, pricing, etc. This confidentiality obligation shall survive the termination this Agreement by a period of one (1) year.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement

“Dealer”

By: _____

Name: _____

Title: _____

Date: _____

“UAS”

United Auto Security, LLC
4 Vernon Lane Suite 3A
Elmsford, NY 10523

By: _____

Name: _____

Title: _____

Date: _____



United Auto Security, LLC Customer Application

Account Number: _____
(Provided by UAS)

Account Name: _____ dba _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Phone: _____

Email address: _____ Website: _____

Shipping Address: _____
(If different than Billing Address)

City: _____ State: _____ Zip: _____

Type of Business: (Corporation, Partnership, Sole Proprietor, S-Corporation, LLC): _____

Federal Tax ID Number: _____ Resale Number _____

Credit Card Information: Authorization for UAS to process Sales Drafts for orders or payments on your account

VISA MASTER CARD AMERICAN EXPRESS DISCOVER BANK CHECK

Credit Card Number: _____ Expires: ____/____
(Month / Year)

Credit Card Validation (CVV): _____

Visa, Master Card, Discover - the last 3 digits on the back of the card in the signature area. American Express – the 4 digits printed on the front of the card.

Cardholder's Name: _____ Signature: _____
(Please print as shown on card)

Cardholder's Address: City: _____ State: _____ Zip: _____
(Address where statements are received)