

**Dealer Marketing Solutions Inc. - WEB SITE Services Agreement**

**DEALERSHIP NAME:** \_\_\_\_\_ **WEB SITE:** \_\_\_\_\_

**ADDRESS (City, St, Zip):** \_\_\_\_\_

**Package Selection(s) & Monthly Pricing:**

A) **WEB SITES** - Web Site features are outlined in "Addendum A".

**? \$\_\_ = 1-20 vehicles / ? \$\_\_\_ = 21-50 vehicles / ? \$\_\_\_ = 51+ vehicles**

B) **CRAIGSLIST.com UPLOADS (Per Month)**

**? \$\_\_ = 50 vehicles / ? \$\_\_\_ = 80 vehicles / ? \$\_\_\_ = 120 vehicles**

**Term Of Agreement / Charges / Payments:**

The term of this agreement is *monthly* from the date of *Client Signature*. (30 day cancel notice)

Web Site client agrees to pay a *time-time* fee of \$\_\_\_\_\_ for initial site development.

Invoices will be mailed on the 1<sup>st</sup> of each month and are due in full upon receipt. Late payments may result in interruption of your website and/or craigslist.com upload services.

**Confidentiality:** Dealer Marketing Solutions Inc. agrees to maintain the privacy of Client records in accordance with applicable law. Client acknowledges that access to the services provided by Dealer Marketing Solutions is confidential in nature and must not be disclosed to any 3rd parties.

**Disclaimer of Warranties:** To the maximum extent permitted by law, Dealer Marketing Solutions disclaims all warranties, either expressed or implied.

**Limitation of Liability:** To the maximum extent permitted by law, Dealer Marketing Solutions will not be liable for any consequential, special, indirect, incremental or punitive damages whatsoever (including, without limitation, loss of business profits) arising out of the use or inability to use the services.

**Indemnity:** Client will indemnify, defend, and hold Dealer Marketing Solutions and all third party providers, and their subsidiaries, affiliates, and agents harmless from and against all liabilities, claims, complaints, costs (including attorney fees and costs), and expenses arising out of client misuse or abuse of the services provided.

**General:** This agreement will be enforced in accordance with the State of California laws.

**DATE:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **CELL:** \_\_\_\_\_

**Print Name/ Title:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**FAX SIGNED COPY TO 1 (302) 372-1213**

[www.dealermarketingsolutions.com](http://www.dealermarketingsolutions.com) - 916-797-2217 - info@dealermarketingsolutions.com

ADDENDUM A

<b>Web Site Features - Descriptions</b>
<b><u>MAIN PAGE</u></b> – Includes registration of your web site name (EG <a href="http://www.xyzauto.com">www.xyzauto.com</a> ). Includes HOME Page layout and menu to sub-pages (About Us, Contact Us, Map/Directions).
<b><u>CUSTOM LOGO and ANIMATION</u></b> - The front page of the website will have animated graphics and logo artwork.
<b><u>INVENTORY SEARCH / LIST / UPDATES</u></b> – Allows visitors to search your online inventory for desired vehicles based on YR, MAKE, MODEL and PRICE. Clients are able to upload and edit online inventory.
<b><u>CRAIGSLIST.com UPLOADS</u></b> – The selected number of vehicle inventory from the dealers web site will be uploaded to craigslist.com. Includes up to 2 PICs.
<b><u>SECURE LOAN APPLICATION</u></b> – Allows site visitors to submit a secure online credit application.
<b><u>AUTO INDUSTRY LINKS</u></b> – Provides links from your website to popular automotive websites like Kelly Blue Book and CarFax.
<b><u>TRADE-IN APPRAISALS</u></b> – Allows site visitors to submit information regarding their trade vehicle in order to receive an estimated trade value.
<b><u>SELF MANAGED SITE UPDATES</u></b> – Clients will be able to make updates to your own website (images & text).
<b><u>LOAN CALCULATOR</u></b> – Visitors can quickly determine estimated monthly car payments based on a variety of car loan terms.