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Show Your Auto, LLC
349 North Alleghany Road
Grays Lake, Illinois 60030

EXCLUSIVE AUTOMOBILE BROKER AGREEMENT

This Exclusive Automobile Broker Agreement (the "Agreement") is entered into by and between Show Your Auto, LLC, located at 349 North Alleghany Road, Grays Lake, IL (the "Broker") and _____, an individual residing at _____ (the "Customer").

The automobile to be located for purchase is a _____ (For example, Ford GT) (the "Automobile") with the following options: _____

_____ (the "Options") and with a maximum price of \$ _____, (the "Budget"), excluding applicable taxes, duty, freight, DOT certification and EPA certification.

1. **Broker and Customer Obligations.** Broker will research and contact prospective sellers of Automobiles with the Options that meet the requirements set forth above by the Customer. Because there is the possibility that there are many prospective sellers across the United States, Customer acknowledges that Broker will invest significant time and costs to locate at least one (1) prospective Automobile for the Customer's purchase consideration ("Services").

During the "Term," as defined below, Customer shall not employ or otherwise engage any third party to represent, negotiate or otherwise act on Customer's behalf for purchase of the Automobile(s). Further, to aid in the purchase process, Customer shall have the right at its sole expense to arrange for a third party inspection of any Automobile submitted to Customer which appears to meet the Automobile and Options specifications set forth above (collectively "Specifications"). Upon request, Broker shall reasonably assist with arranging such inspection, and shall provide to Customer all available books and records relating to the Automobile.

Upon obtaining information from Broker relative to an Automobile which meets the Specifications, a Customer may arrange any inspection of the Automobile, within ten (10) days after receipt of information about the vehicle. If the inspection confirms that the Automobile meets the requirements set forth above, then Customer shall purchase the Automobile. The Customer shall be responsible for title transfer and delivery arrangements for the Automobile to be purchased. If the Customer fails to arrange for an inspection during the time period, Customer shall have waived its inspection rights and the right to reject an Automobile for failure to meet the Specifications or the mechanical condition. If the inspection reveals that the Automobile is not in good mechanical condition then Customer shall be under no obligation to purchase the Automobile identified by Broker. Customer shall provide Broker with notice that it has purchased the Automobile.

2. **Fees and Payments.** Customer shall pay Broker the fee of \$ _____ for the services to be provided under this Agreement ("Broker Fee") plus actual out of pocket expenses incurred by Broker within five (5) days after the conclusion of the purchase. Documentation relative to the expenses shall be provided upon Customer's written request. Customer shall pay to Broker a retainer of \$ _____ which shall be credited against the Broker Fee. The retainer shall be paid at the time of the execution of this Agreement. If Broker fails to locate the Automobile for Customer during the Term, the Customer shall be entitled to a refund of the retainer, less actual expenses incurred by Broker. However, should Broker present at least one (1) Automobile to Customer that conforms with the Options and Budget and is deemed by third party inspection to be in good mechanical condition, but the Customer fails to purchase the Automobile within thirty (30) calendar days after written notice from Broker advising of the Automobile's details, Customer shall forfeit the retainer to Broker. In the event that Customer purchases the Automobile within _____ days after the Term from a seller obtained by Broker, Customer shall be responsible for payment of the Broker Fee to Broker within five (5) days after the closing of the purchase of the Automobile.

3. **Term.** The term of this Agreement shall be for a period of _____ (____) days from the date set forth below (“Term”), unless extended by the parties in writing.

4. **Limitation of Liability.** Under no circumstances will Broker be liable to Customer for any indirect, special, incidental, punitive, consequential or other damages arising in conjunction with the Services or this Agreement.

5. **Indemnification.** Each party shall defend, indemnify and hold harmless the other party against all actions, claims, or demands arising from its own actions, or failures to act, in accordance with this Agreement.

6. **Assignment.** Neither this Agreement nor any right or obligation hereunder shall be assigned or transferred, in whole or in part, by either party without the prior written consent of the other. Any purported assignment or transfer contrary to the terms hereof shall be null and void and of no force or effect.

7. **Severability.** If one or more of the provisions of this Agreement are declared invalid or unenforceable by a court or administrative decision, such invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other of the provisions.

8. **Choice of Law.** This Agreement shall be construed and its performance enforced in accordance with the laws of State of Illinois, excluding its choice of law provisions. In the event of a dispute between the parties, the matter will be resolved by arbitration under the rules of the American Arbitration Association. Arbitrations shall be held in Chicago, Illinois unless otherwise agreed to by the parties. A single arbitrator shall be selected by the parties from the American Arbitration Association’s list of available arbitrators. If the parties are unable to agree upon an arbitrator, the American Arbitration Association will designate an arbitrator. The costs for the arbitrator’s fees will be paid for jointly by the parties.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

10. **Notices.** Notices to the parties to this Agreement shall be made to the party at the address set forth above or at such address as provided from time to time and shall be made via personal delivery, by a national over night courier service, return receipt requested, or by certified mail, return receipt requested, postage prepaid. Receipt shall be deemed upon personal or courier delivery or on the date provided by the certified mail return receipt, provided that any refusal to accept delivery by any method shall be deemed to constitute acceptance.

11. **Relationship.** Broker shall act as a disclosed agent in pursuing the purchase of the Automobile.

Show Your Auto, LLC

Customer

By: _____
Patrick Krook, Member

(print name here)

(insert Social Security Number here)