



3321 Hobson Road, Suite A • Woodridge, IL 60517
Phone: (847) 947-2650 • Fax: (202) 318-0378
E-mail: amra@motorist.org • Web: www.motorist.org

AUTOMOTIVE MAINTENANCE AND REPAIR ASSOCIATION

MOTORIST ASSURANCE PROGRAM FACILITY PARTICIPATION AGREEMENT

This **Facility Participation Agreement** (the "Agreement") is entered between the **Automotive Maintenance and Repair Association** ("AMRA") having its principal place of business at 3321 Hobson Road, Suite A, Woodridge, IL 60517, and your Company/Facility and made a part hereof (hereinafter referred to as the ("**Participating Facility**")).

For companies with multiple locations, please input a list of the facilities to be covered by this agreement in the field "Additional Locations" below.

In consideration of the mutual promises of the parties hereto, they hereby agree as follows:

- (1) The term "Participant" as used in this Agreement shall mean an automotive maintenance and repair service facility, who is participating in the Automotive Maintenance and Repair Association's MAP program.
- (2) The Participating Facility agrees that during the term of this Agreement it will, maintain and have available trained, MAP-qualified personnel to comply with the MAP Pledge to Customers, MAP Standards of Service and Uniform Inspection & Communication Standards ("UICS") and render an appropriate service inspection during regular business hours. This would include having at least one employee at each facility complete and pass the MAP Assessment test. Passing this test enables the employee to become MAP Qualified, showing he/she understands the use of the MAP UICS's and how to communicate the inspection results to the consumer using the MAP Terminology of "Required" and "Suggested".
- (3) After any inspection or diagnostic test but prior to initiating any maintenance and repair work, the Participating Facility must provide the customer a written statement setting forth the type of work to be performed in accordance with the Uniform Inspection & Communication Standards, whether that work is REQUIRED or SUGGESTED, and the estimated price to properly repair the vehicle showing both the merchandise and labor prices for the repair or service. The Participating Facility shall obtain and receive written or documented telephone authorization from the customer prior to performing any diagnostic, maintenance or repair work. The Participating Facility agrees specifically to comply with all federal, state and local laws regarding preparation of repair estimates and invoices as well as paragraph fourteen of this Agreement.

- (3) The Participating Facility must warranty the materials and workmanship of the repairs, parts and components for a minimum period of 90 days or 4,000 miles, whichever comes first, following completion of the minimum services and/or repairs by the Participating Facility.
- (4) The Participating Facility agrees to make available to the customer any replaced parts after the completion of services and/or repairs by the Participating Facility. Notwithstanding the foregoing, parts required to be returned to the manufacturer or distributor under a warranty agreement or a parts exchange plan are only required to be made available for inspection by the customer. The invoice provided by the Participating Facility for the service or repair must state if used, rebuilt or reconditioned parts were installed. A copy of the invoice must be given to the customer upon payment for service.
- (5) The Participating Facility agrees that in the event of a customer complaint, the Participating Facility will use reasonable good faith efforts to resolve the complaint.
- (6) AMRA has and shall exercise no right to control the manner or methods employed by the Participating Facility in performing any automotive services or repairs. The Participating Facility assumes full responsibility for any negligence or willful misconduct on its part or on the part of its employees in connection with its automotive business operations and the performance of any automotive services and/or repairs. The Participating Facility agrees to indemnify and hold AMRA and MAP and their officers, trustees, employees, agents and affiliates harmless against all claims, losses, damages of any kind, including but not limited to costs and attorneys' fees, (including legal fees for AMRA's in-house or general counsel to oversee the indemnified matters(s) in addition to legal counsel separate from the Member's legal counsel responsible for the indemnified matters(s)) or demands of customers for injury to or death of persons or for damages to property arising out of any automotive services or repairs rendered by the Participating Facility or out of any unauthorized use or display of any MAP sign or logo by the Participating Facility. This indemnification expressly excludes any claim brought by a third party as to the trademark rights with respect to any AMRA or MAP sign or logo.
- (7) The Facility participating in the MAP Program shall maintain at its sole expense, garage liability insurance including total liability coverage with total aggregate limits of not less than \$1,000,000. The Participating Facility shall furnish to AMRA certificates of insurance, certifying to the coverages, or an affidavit certifying the amount of any self- insurance, if requested. Should the facilities be self insured that information must be provided along with any re-insurance, if requested by AMRA.
- (8) This Agreement is not transferable or assignable. Any termination or change in the present ownership, management or location of the Participating Facility shall require the Participant to so inform AMRA. Upon such notification, AMRA shall have the opportunity to review this Agreement and the Participating Facility's compliance with this Agreement and to take any such action it deems appropriate or necessary with respect to the Agreement, including but not limited to, the termination of the Agreement. This Agreement may be terminated by AMRA by giving the Participating Facility a written ten day notice of termination. A notice shall be deemed effective upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

AMRA may terminate this Agreement for any reason including, but not limited to, any violation of any provision of this Agreement or the standards and policies established by AMRA governing the disqualification and loss of participation. The Agreement is deemed terminated on the date AMRA sends the notice of termination.

- (9) The Participating Facility agrees that, except as provided in paragraphs 12, 13 and 14 hereof, no signs, insignia, stationery or any advertising whatsoever indicating that the Participating Facility participates or has participated in the MAP Program shall be displayed, published or otherwise used, unless first approved by AMRA in writing.
- (10) AMRA will provide a dated MAP decal ("MAP Decal") to the Participating Facility for display at or near the customer entry-way of the Participating Facility. The MAP Decal provided to the Participating Facility upon execution of this Agreement and any additional MAP Decals provided to the Participating Facility are the property of AMRA. In the event this Agreement is terminated, the Participating Facility will immediately discontinue display of the MAP Decal and return the MAP Decal at its expense to AMRA.
- (11) The Participating Facility agrees that the MAP Decal may only be used in accordance with the manner set forth by AMRA.
- (12) The Participating Facility further agrees that in the event of termination of this Agreement for whatever reason it will immediately remove and discontinue the use or display of the MAP Decal and any other insignia, emblems, advertising or telephone listings indicating that the formerly Participating Facility has any contract or affiliation with MAP or AMRA. Furthermore, the Participating Facility agrees that it will, at that any time, immediately discontinue displaying any MAP Decal, or any other material bearing a MAP logo, at that location upon the written request of AMRA.
- (14) The Participating Facility agrees to comply with all applicable federal, state and local laws and regulations
- (15) Miscellaneous Terms.
 - a) Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto, their respective successors and assigns. No other person or entity shall be entitled to claim any right or benefit hereunder, including, without limitation, the status of a third-party beneficiary of this Agreement.
 - b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia without regard to the choice of law principles of such state.
 - c) Severability. If a court of competent jurisdiction holds any provisions of this Agreement invalid, such provision shall be deemed modified to eliminate the invalid element, and as so modified, such provision shall be deemed a part of this Agreement. If it is not possible to modify any such provision to eliminate the invalid element, such provision shall be deemed eliminated from this Agreement. The invalidity of any provision of this Agreement shall not affect the force and effect of the remaining provisions.

- d) Counterparts; Telecopied Signatures. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same Agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.
- e) Survival. The restrictions and obligations of the parties as contained in this Agreement shall survive the expiration, termination or cancellation of this Agreement, and shall continue in full force and effect indefinitely. In the event that the time period provided herein shall be declared by a court of competent jurisdiction to exceed the maximum time period such court deemed reasonable and enforceable, the parties hereto agree that the time period shall be the longest time period deemed reasonable and enforceable by such court.
- f) Amendment and Waiver. No provision of this Agreement may be altered, amended, and/or waived, except by a written document signed by both parties hereto setting forth such alteration, amendment, and/or waiver. The parties hereto agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof or serve as a bar to the subsequent enforcement of such provision or obligation under this Agreement.
- g) Force Majeure. Neither party shall be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises from circumstances beyond the control and without the fault or negligence of such party. Such causes may include, without limitation, acts of God, acts of local, state or national governments or public agencies, acts of public enemies, acts of civil or military authority, labor disputes, material or component shortages, embargoes, rationing, quarantines, blockades, sabotage, utility or communication failures or delays, earthquakes, flood, epidemics, riots, acts of domestic or international terrorism or strikes. The time for performance of any act delayed by any such event may be postponed for a period equal to the period of such delay as long as the party whose actions are delayed is diligently seeking to perform.
- h) Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and contains all of the agreements between said parties and supersedes any and all other agreements, whether written or oral, with respect to the subject matter hereof. There is no statement, promise, agreement or obligation in existence which may conflict with the term of this Agreement or may modify, enlarge, or invalidate this Agreement or any provision hereof.
- i) AMRA MAKES, AND THE FACILITY RECEIVES, NO WARRANTY, EXPRESS OR IMPLIED. AMRA EXPRESSLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AMRA SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.