



## Partnership Contract

**AutoHail, LLC & [body shop name here]**

### **Introduction**

This Business Agreement ("Agreement" or "Contract") is intended for the sole use of AutoHail, LLC ("AutoHail" or "Company"). This Contract is intended to maintain organization within the business partnership and agreements. All terms listed herein are effective as of the timestamp provided below this Agreement.

### **Confidentiality**

All terms listed herein including but not limited to the business partnership/agreement between AutoHail and the body shop ("Dealership"). No content shall be shared, sold or otherwise rendered with any other person or company unless authorized in signed, written form from AutoHail. Failure to comply with these confidentiality requirements is punishable to the fullest extent as permissible by law.

### **Environment Requirements**

The body shop ("Dealership") agrees to provide a legal, safe and efficient working environment for AutoHail's personnel and subcontractors at all times during working times.

### **Payment Agreements**

Should the body shop wish to perform a Remove and Install ("R&I") service on a vehicle, they are required to take note of that service and it is strictly prohibited to keep all proceeds from that specific service. All services performed on all vehicles under partnership of AutoHail must be reported to AutoHail. Failure to report all services may result in discontinuation of partnership and is punishable to the fullest extent as permissible by law.

### **Invoices**

All invoices are turned in by AutoHail for the week on Friday and AutoHail expects all invoices to be paid for within seven (7) calendar days (the following Friday). Any invoices failed to be paid by the given date may incur late fees which will be assessed by AutoHail and AutoHail's discretion. Failure to pay any invoices within thirty (30) days will then be considered delinquent. Once an invoice reaches a delinquent status, AutoHail has the right to report the amount due to a credit agency for collection and also has the right to report the delinquent amount to a small claims court for legal collection. From there, mediation will be requested prior to arbitration. If then the invoice(s) are left unpaid, AutoHail has the right to proceed with arbitration against the responsible body shop.

### **Outsourcing and Termination**

Once this contract is signed, the body shop and it's signee are legally binded to this contract

and is strictly prohibited from hiring additional workers to complete the work for cheaper. This is considered outsourcing and any work being performed in any illegal way, whether it is considered illegal to this Contract or to the law, will be reported to the authorities and will be punishable to the fullest extent as permissible by law. Once a body shop is under contract, they are not able to terminate or discontinue this Contract without the signed, written consent of AutoHail. AutoHail has the right to charge fees for terminating a Contract and the body shop is responsible for paying these fees prior to the Contract being discontinued. AutoHail has the right to refuse to terminate the Contract should they wish not to, even if the body shop offers to pay the termination fees. It is at the sole discretion of AutoHail.

**Allocation & Distribution of Profits**

AutoHail and the body shop work under contract which means all profits are to be allocated and distributed per the terms listed within this section as agreed upon by all parties. The body shop in which AutoHail performs their services will keep 10-25% of the reported ticket and nothing more (this exact percentage amount will be negotiable per occurrence and in writing). The remaining ticket will be collected by AutoHail for their personnel and subcontractors. Any amount deemed to be "missing" or "unclaimed" is unacceptable and AutoHail reserves the rights to try and collect the missing/unclaimed money should they feel it was collected by the body shop with unbiased and reasonable evidence.

**Disputes**

Any disputes that may occur must be brought up from the charging party to the defending party prior to arbitration. This is to assure there is a fair and equal mediation request prior to litigation. The defending party has a maximum of ninety (90) days to respond to the mediation request and any judgement requests. After which, the charging party has the right to proceed with arbitration. Mediation is required prior to arbitration to try and maintain a fair, clean and equal dispute process for all parties.

**Official Agreement**

By hand affixing your signature below, you agree to bind yourself to the terms listed in this contract and you agree to bind the company in which you are working for ("body shop") to the terms listed herein. You also agree that you are an authorized representative of this company which you are signing for. Your hand affixed signature constitutes your complete agreement to this Contract and your agreement is indefinite unless otherwise legally terminated by the additional responsible parties.

X \_\_\_\_\_  
Authorized Body Shop Representative

Date \_\_\_\_\_

X \_\_\_\_\_  
AutoHail, LLC Authorized Representative

Date \_\_\_\_\_