



STANDARDS FOR AUTOMOTIVE REPAIR

201 Park Washington Court • Falls Church, VA 22046
Phone: (703) 532-2027 • Fax: (202) 318-0378
E-mail: map@motorist.org • Web: www.motorist.org

MOTORIST ASSURANCE PROGRAM FACILITY PARTICIPATION AGREEMENT

This Facility Participation Agreement (the "Agreement") is entered into this ____ day of _____, by and between the Motorist Assurance Program ("MAP") having its principal place of business at 201 Park Washington Court, Falls Church, VA 22046, and _____ (Company/Facility name) located at _____ (hereinafter referred to as the ("Participating Facility")). [For companies with multiple locations, please attach a list of the facilities to be covered by this agreement in lieu of multiple copies of this form.]

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 a facility, who has participated in the MAP Facility Participation Program.
- (2) The Participating Facility agrees that during the term of this Agreement it will, where appropriate, maintain and have available trained, MAP-qualified personnel and appropriate equipment to comply with the MAP Pledge to Customers, MAP Standards of Service and Uniform Inspection & Communication Standards and render an appropriate service inspection during regular business hours.
- (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 required in accordance with the Uniform Inspection & Communication Standards, and whether that work is REQUIRED or SUGGESTED and the estimated cost to properly repair the vehicle. The Participating Facility shall obtain and receive written or documented telephone, authorization from the customer, and prior to performing any diagnostic, maintenance, or repair work. The Participating Facility agrees to comply with all federal, state and local laws regarding repair estimates.
- (4) The Participating Facility must guarantee the materials and workmanship of the repairs, parts and components for a minimum of 90 days or 4,000 miles, whichever comes first, following completion of the services and/or repairs by the Participating Facility.
- (5) 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.

- (6) The Participating Facility agrees that in the event of a customer complaint to the Better Business Bureau or any similar agency, the Participating Facility will cooperate fully in any investigation thereof and be willing to participate in the Better Business Bureau's or any similar agency's Alternative Dispute Resolution Program and agree to be bound by the decision of the arbitrator. Any related costs for resolving the dispute, including e.g. filing fees, document costs, and postage shall be the sole responsibility of the Participating Facility.
- (7) Upon execution of this Agreement, the Facility participating in the MAP Support Program hereby authorizes MAP and any of its officers, trustees, employees, agents or affiliates to have access to any information obtained from and on file with any person, business, organization or agency authorized by MAP to conduct, or in connection with, a compliance review of the Participating Facility, or the facility seeking to become Participating. However, in no event shall any competitor of the Participating Facility have access to, or review, the information contained in the application. Confidentiality will be preserved by MAP. The Participating facility agrees to keep all MAP proprietary information confidential.
- (8) If the Participating Facility does not fulfill its obligations under paragraphs 6 and 7, the Participating Facility agrees to reimburse MAP and/or the customer for any reasonable attorney's fees and expenses incurred in connection with any suit necessary to compel such arbitration or to enforce any arbitration award.
- (9) MAP 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 MAP and its officers, trustees, employees, agents and affiliates harmless against all claims, losses, damages of any kind, including but not limited to costs and attorneys' fees, 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 the 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 MAP sign or logo.
- (10) The Facility participating in the MAP Support 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 MAP 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 MAP.
- (11) 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 MAP. Upon such notification, MAP 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 MAP 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. MAP may terminate this Agreement for any reason or for no reason, including but not limited to any violation of any provision of this Agreement or the standards and policies established by MAP

governing the disqualification and loss of participation. The Agreement is deemed terminated on the date MAP sends the notice of termination.

- (12) 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 has been Participating by MAP shall be displayed, published or otherwise used, unless first approved by MAP in writing. However, if the Company is a member of the Automotive Maintenance & Repair Association, which is the parent organization of MAP, that membership may be displayed and promoted.
- (13) MAP will provide a dated MAP logo ("Dated Logo") to the Participating Facility for display at or near the entry-way of the Participating Facility. The Dated Logo provided to the Participating Facility upon execution of this Agreement and any additional Dated Logos ("Additional Logos") provided to the Participating Facility are the property of MAP. In the event this Agreement is terminated, the Participating Facility will immediately discontinue display of the Dated Logo and Additional Logos and return the Dated Logo and Additional Logos, at its expense, to MAP.
- (14) The Participating Facility agrees that the Dated Logo and Additional Logos (hereinafter collectively referred to as "MAP Materials") may only be used in accordance with the manner set forth by MAP.
- (15) 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 Materials and any other insignia, emblems, advertising or telephone listings indicating that the formerly Participating Facility has any contract or affiliation with MAP. Furthermore, the Participating Facility agrees that it will, at that any time, immediately discontinue displaying any MAP Materials at that location upon the written request of MAP. In addition to constituting a breach of this Agreement, the participant's continuing use, after termination of this Agreement, of the materials that refer to its participation as a Participating Facility of MAP shall obligate the Participating Facility to arbitrate disputes in accordance with paragraphs (6) and (7) above.
- (16) The Participating Facility agrees to comply with all applicable federal, state and local laws and regulations.
- (17) The Facility participating in the MAP Support Program shall pay to MAP an annual fee (in addition to dues) as specified by the MAP Board of Trustees and/or the AMRA Board of Directors. The fees are nonrefundable.

Miscellaneous

- (18) Benefit of Agreement. This Agreement shall be binding upon and insure 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.
 - a) Severability. The provisions of this Agreement are intended to be severable. If any provisions of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or enforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or the remaining provisions of this Agreement in any jurisdiction.
 - b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to the choice of law principles of such state.

- c) 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.
- d) Amendments. This Agreement contains the entire agreement between MAP and the Participating Facility and no amendments, modification or supplement to the terms hereof shall be binding unless in writing and signed by both parties.
- e) Waiver; Modification. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy. No waiver or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced.
- f) 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.
- g) MAP MAKES AND THE FACILITY RECEIVES NO WARRANTY, EXPRESS OR IMPLIED. MAP EXPRESSLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MAP 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.

Facility Name or Parent Company

Barry E. Soltz, President
Motorist Assurance Program

Signature – Principal or Designee

Date

Date



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MAP Facility Information Form

Name of Business/Facility: _____

Principal/Owner of facility: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ E-mail: _____@_____

Location Service Manager: _____ No. of Bays at this location _____

Please check All the Services Performed At This Location:

- | | | |
|---|--------------------------------------|---|
| <input type="checkbox"/> Alignments | <input type="checkbox"/> Engine | <input type="checkbox"/> Transmission Rebuild |
| <input type="checkbox"/> Brakes | <input type="checkbox"/> "Tune-up" | <input type="checkbox"/> Transmission Service |
| <input type="checkbox"/> Computer Diagnostics | <input type="checkbox"/> Drive Train | <input type="checkbox"/> Engine Rebuild |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Suspension | <input type="checkbox"/> HVAC Other(s) _____ |

Total number of technicians now at this location _____ Number ASE Certified _____

Do you carry Garage Liability Insurance? Yes No Carrier _____ Amount: \$ _____

Do you have Public Liability Insurance? Yes No Carrier _____ Amount: \$ _____

Is this facility location a member of the local Better Business Bureau (BBB)? Yes No

Does this facility participate in the BBB CARE or BBB Alternative Dispute Resolution program? Yes No
 Please indicate the number of complaints filed with your local BBB or consumer protection agency regarding your shop has during the past 12 months: _____

Please also attach verification of the above information from your local BBB or consumer protection agency on their letterhead or enclose a copy of an official report from your local BBB.

Has this facility or its **management/personnel**, to the best of your knowledge, ever been convicted of a felony offense for fraud related to the performance or non-performance of service on a customer vehicle? Yes No If yes, please state the date: _____, _____ (Attach a photocopy of the official documents, if available)

Has the facility, its owners, principals, managers or current personnel ever been found, to the best of your knowledge, through any administrative proceedings, to have engaged in misrepresentation or deceptive practices with regard to service on a customer's vehicle? Yes No If yes, dates of action _____, _____ (Attach a photocopy of official documents, if available.)

Will you permit the Motorist Assurance Program to review and analyze the following for your facility?

- | | |
|--|---|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Local Better Business Bureau or similar agency records? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Local Consumer Protection Agency Record? |



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MEMBERSHIP APPLICATION

Applicants shall be reliable and ethical companies operating in the automotive industry who have a regularly established place of business in the United States, Canada and/or Mexico.

Please print or type:

Company Name: _____

Street Address: _____

City: _____ State/Prov.: _____ Zip/Postal Code: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____ Web Site: _____

Primary Contact: _____

Title: _____

Alternate Contact: _____

Title: _____

Member's Signature: _____

Membership Category: _____

Dues Amount \$ _____ (see reverse side of Application)

Additional Facility Participation Fees \$ _____ (see reverse side of Application)

Total Amount Enclosed \$ _____ (By: Check Credit Card)

Type of Credit Card: MasterCard Visa American Express Discover

Credit Card # _____ Expiration Date _____

Name on Card _____ Signature _____

Contributions or gifts to AMRA are not deductible as charitable contributions for U.S. Federal Income tax purposes. Membership investment dues may be deductible as ordinary and necessary business expenses. Investment dues are non-refundable. However, if during the first 30 days you find that this organization does not meet your needs and expectations, we'll gladly refund your dues.

— Over —

MEMBERSHIP DUES CATEGORIES and FEES
Effective – January 1, 2007

Automotive Manufacturer/Supplier

Dues Amount Based on Annual Automotive Sales Volume

Up to \$999,999	\$500
\$1,000,000 to \$4,999,999	\$1,500
\$5,000,000 to \$19,999,999	\$4,500
\$20,000,000 to \$59,999,999	\$10,000
\$60,000,000 to \$99,999,999	\$15,000
Over \$100,000,000	\$20,000

Automotive Distributor/Wholesaler/Retailer/Dealer providing service

*Dues Amount Based on Annual Automotive Sales Volume
(including labor but not including "take-with parts")*

Up to \$499,999	\$200
\$500,000 to \$999,999	\$600
\$1,000,000 to \$2,999,999	\$1,200
\$3,000,000 to 24,999,999	\$7,000
\$25,000,000 to \$99,999,999	\$12,000
\$100,000,000 to \$499,999,999	\$18,000
Over \$500,000,000	\$25,000

Additional fee of \$12/co. store and \$3/partic. dealer/franchisee REQUIRED beginning January 2007

Automotive Distributor/Wholesaler/Retailer/Franchisor/Educator not providing service

Dues Amount Based on Annual Automotive Sales Volume

Annual Sales to \$1 Million	\$400
Annual Sales to \$5 Million	\$750
Annual Sales to \$10 Million	\$1,500
Annual Sales to \$100 Million	\$3,000
Annual Sales over \$100 Million	\$7,500

Manufacturers' Representative

3 or Fewer Principals	\$200
4 or More Principals	\$300

Trade Press..... \$100

Consultant/Law Firm/Trade Organization/Government Agency \$250

Automotive Education (Non-profit)

<i>College/University/Vocational Institution</i>	\$250
<i>Individual Educator</i>	\$100

Please make check payable to **AMRA** in U.S. funds, drawn on a U.S. bank, and send to:

AMRA, 201 Park Washington Court, Falls Church, VA 22046
703-532-2027 (telephone) – 202-318-0378 (fax)
AMRA@motorist.org ** www.motorist.org