

SWEENEY'S AUTO SALES



VEHICLE BROKER AGREEMENT

Broker Information

Sweeney's Auto Sales ("Broker")
12600 Deerfield Parkway, Suite 100
Alpharetta, Georgia 30004
(770) 373-1943

Customer Information

Please provide the following information so that we can ensure accuracy on all paperwork and title documents.

Client Name(s): _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____
Preferred Method of Contact: Phone: _____ Text: _____ Email: _____

Vehicle Registration Information

Where will the vehicle be registered?

Same as above: Yes: _____ No: _____

If no:

Name(s): _____
Address: _____
City: _____ State: _____ Zip: _____

Vehicle Details

Condition: New: _____ Used: _____ Certified: _____
Body Style:

SUV _____	Minivan _____	Sedan _____	Truck _____
Convertible _____	Hatchback _____	Sports Car _____	Wagon _____

Doors: 2 ___ 3 ___ 4 ___ 5 ___ Seats: 2 ___ 4 ___ 5 ___ 7 ___ 8 ___
Fuel: Gas: ___ Diesel: ___ Hybrid: ___ Elec.: ___ Transmission: Auto: ___ Manual: ___

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Years: From: _____ To: _____

Mileage Not to Exceed: _____

Specific Vehicle Preferences (Optional):

Vehicle 1:

Make: _____ Model: _____

Ext. Color: 1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____

Int. Color: 1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____

Int. Finish: Leather: _____ Cloth: _____ Vinyl: _____

Options and Packages: _____

Vehicle 2:

Make: _____ Model: _____

Ext. Color: 1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____

Int. Color: 1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____

Int. Finish: Leather: _____ Cloth: _____ Vinyl: _____

Options and Packages: _____

Vehicle 3:

Make: _____ Model: _____

Ext. Color: 1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____

Int. Color: 1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____

Int. Finish: Leather: _____ Cloth: _____ Vinyl: _____

Options and Packages: _____

Financial Details

Purchase Method: Cash: ___ Finance: ___ Lease: ___ Lease Term: Months: _____ Miles: _____

Financing:

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Bank / Institution: _____

Pre-Approved: Yes: _____ No: _____ Amount of Pre-Approval: \$ _____

Seeking Dealer Finance: Yes: _____ No: _____ Down Payment: \$ _____

Interest Rate: _____ Term: _____ Monthly Payment: _____

Trade-In

Year: _____ Make: _____ Model: _____

VIN: _____

Condition: Excellent: ___ Good: ___ Fair: ___ Poor.: ___ Mileage: _____

Notes: _____

Brokering Agreement

Vehicle Dollar Purchase Price Not to Exceed: \$ _____

****All figures in USD. Price above does not include tax, title, license/registration, extended warranties, and/or dealer fees.**

This Vehicle Brokering Agreement will expire if a purchase agreement from a selling dealer is not presented for Client signature by: _____

Brokerage Service Fee that you will be obligated to pay us, if any: _____

Fee identified above is refundable _____ or non-refundable _____.

We do _____ or do not _____ receive a fee from the selling dealer.

Client understands and acknowledges that Broker is acting as a third-party broker to locate a vehicle for Client that meets the Client's criteria outlined above. Broker is an independent contractor, not an employee of any selling dealer. Broker to provide Client with a description of a vehicle for purchase. If Client approves that vehicle, Broker will purchase the vehicle on behalf of Client, have the vehicle inspected by an independent mechanic and by Broker, and will then sell it to Client for clean NADA value. Broker will provide Client with the results of the inspection prior to the sale of the vehicle to Client. Client shall have _____ (hours/days) to cancel the sale as a result of information provided from the inspection, but the fee to Broker identified above shall not be refunded to Client in the event of a cancelled sale. Should Client refuse to purchase the vehicle, Client will have to pay an additional Brokerage Service Fee to Broker to locate and sell a different vehicle to Client.

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Client warrants that all information provided to Broker is true and correct. Broker reserves the right to void this Agreement if the information provided by Client is not true and correct as warranted herein.

If the Broker finds a vehicle that meets the criteria provided by Client in this Agreement and the Client circumvents or goes around the Broker in an attempt to avoid payment of the commission or other fees to the Broker, Client's purchase will be treated as a sale and the fees due to Broker will be due and payable to the Broker. A purchase by the Client from a connection made by the Broker, during the duration of this contract with or without assistance of the Broker will also be treated as a sale and the commission will be due and payable.

Broker is not responsible for maintenance and/or repair of the vehicle purchased by Client and makes no warranties (and in fact disclaims all warranties) relating to the condition of any such vehicle and the vehicle's fitness for a particular purpose. Client is solely responsible for performing any and all due diligence it feels is necessary prior to purchasing any vehicle. Client specifically agrees that it is not relying on any information regarding the condition, history, reliability, or other statements regarding the vehicle provided to it by the Broker, whether such information was provided verbally or in writing. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, representations, and understandings of the parties with respect thereto. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties.

Client hereby promises to defend, indemnify, and hold harmless Broker, it's employees, agents and affiliates from any and demands, judgements, claims, including reasonable legal and all other expenses, actually incurred and paid, incident to any claim whether baseless or well founded by any third party in connection with the vehicle purchased by Client, including without limitation any claim for taxes by any State of the United States, territory or political subdivision thereof. The indemnification language contained in this agreement shall survive the termination of this agreement.

CLIENT

Name: _____

BROKER

By: _____,

Title: _____

Date: _____

Date: _____