

**AUTOMOTIVE SALE AGREEMENT**

This agreement, made \_\_\_\_\_, between \_\_\_\_\_ (Client) and Alexander Mehrdad (Salesperson), demonstrates compliance to the terms below:

- 1. **Salesperson to Use Best Efforts.** Salesperson will diligently pursue and use his best efforts to promote the interest of Client and to complete sale(s) of the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- a. Inaccurate information supplied by Salesperson is grounds for termination of this Agreement at the option of Client.
- 2. **“Sold As Is.”** The Client agrees to present the vehicle in a manner without manipulation of information or the product. Any misleading information regarding the product given by the Client will result in absolving the Salesperson of any damage incurred by the Buyer. If the Buyer has already purchased the product to find that the Client has deceived the Buyer and/or Salesperson in any way, the Client will be fully responsible for his/her false advertisement.
- 3. **Commission Terms.** The Client agrees to pay the flat rate of \$200.00 to the Salesperson upon closing of the sale of a vehicle priced below \$4,999.00. If the vehicle is priced between \$5K-\$9,999.00 the client agrees to pay \$550.00 to the Salesperson. Furthermore, vehicles above \$10,000.00 client agrees to pay 10% of the sale price. There is no guarantee that the sale will be made. In the event and at the time that the car is sold, the Client shall pay the Salesperson the commission of the vehicle that is to be sold.
  - a. Salesperson acknowledges that no other compensation regarding the vehicle’s sale is payable by Client. Fees for services outside of sale are to be determined independently of sale.
  - b. Salesperson will be responsible for all expenses incurred while performing services under this Agreement.
- 4. **Withdrawal of Services.** The Client has the option of withdrawing from the Salesperson’s services without charge in the event that the Salesperson does not receive payment from Buyer. Likewise, the Salesperson has the option of withdrawing his services at any time and under any condition, absolved of any responsibility or compensation related to the Salesperson’s services.
  - a. Upon withdrawal of services, in the event that the Salesperson does not receive payment from Buyer, neither the Client nor Salesperson shall be paid any amount. However, the Agreement shall still hold within any court of jurisdiction.
  - b. Upon withdrawal of services, the Client agrees that they cannot sell the car to a prospective buyer that was initially identified by the Salesperson.
- 5. **Independent Contractor.** The Salesperson understands and agrees that he will pay all applicable Federal and State income taxes, self-employment taxes, local taxes, and/or license fees which may be due because of his activities under this Agreement.
- 6. **Applicable Law.** This agreement is subject to the laws of the State of California and in the event that one or more provisions are found to be inapplicable by a court of jurisdiction, the remainder shall be construed as practicable to give continuing effect to this Agreement.
- 7. **Agreement.** This Agreement contains the complete agreement between the Client and Salesperson and supersedes all prior discussions, negotiations, and writings between the parties as related to the same subject matter. No alterations or variations of the terms of this Agreement shall be valid unless made in writing, dated, and signed by both parties.
  - a. The parties agree that failure by either party to strictly enforce any provision of this agreement shall not constitute a waiver or an estoppel, nor preclude either party from subsequent strict enforcement of any or all provisions.
  - b. In any action, litigated or arbitrated, declaratory or otherwise arising out of this argument, the successful party shall be awarded reasonable attorney’s fees to be paid by the losing party.
  - c. The Client agrees to indemnify Salesperson for any and all liability, loss, or damage, including reasonable attorney’s fees, which Salesperson may suffer as a result of claims, demands, costs, or judgments against Salesperson arising out of or resulting from Client’s acts or omissions, violation of any law or governmental regulation, law suits, or failure to comply with Agreement.

WITNESS THE SIGNATURES of the parties to this Agreement:

\_\_\_\_\_  
Client Date

\_\_\_\_\_  
Salesperson Date