

SALES COMPENSATION PLAN – TERMS AND CONDITIONS SALES ASSOCIATE

Clay Cooley [Dealership Name]

EFFECTIVE DATE: _____

DRAW- \$2000.00 Monthly (\$461.54 Weekly)

COMMISSION (Retail Units): 15% total gross (Front and Back)

Payable Gross:

NEW VEHICLES: Invoice + *pack + recon costs +dealer trade costs if applicable +any aftermarket accessories.

USED VEHICLES: Original ACV + *pack +recon costs +any other auction costs and or fees

SALES PACK: *Used Vehicles: \$1,000 *New Vehicles: \$500

***** \$150 MINIMUM COMMISSION/ \$1,000 MAXIMUM COMMISSION ON ANY RETAIL VEHICLE SOLD.**

VOLUME BONUS (UNITS):

12 Units	\$500	21 Units	\$2,000
15 Units	\$1,000	25 Units	\$2,500
18 Units	\$1,500	30 Units	\$3,000

**Volume bonus is non-cumulative and based on RETAIL & NOTE SALES COMBINED
Email Capture must be 80% or greater to qualify for Bonus.**

\$500 – Salesman of the Month Bonus

\$500 – Quarterly Ring of Honor Bonus

*****CSI WAIVER: If your Sales Consultant score is below National on a 30-day monthly score for your manufacturer, you WILL NOT QUALIFY for that month's bonus total as well as subsequent months until your score reaches National or above as reported on the factory CSI report. New hires that qualify based on units but have not received a numeric score based on deliveries in the first 30 days will be paid 100% of your bonus.**

PAY PERIOD: Monday-Sunday paid every Friday

Draw will be paid in weekly increments. Commissions/Bonuses (less Monthly Draw received) will be paid on the first payroll following the 10th of the month. You must be employed on that day to qualify for payout.

PRINT NAME

SIGNATURE

DATE

SALES DISCLOSURES:

- You must maintain a **MINIMUM of 10 vehicle sales per month** based on a 3month rolling average, to continue employment at any **CLAY COOLEY DEALERSHIPS.**
- You are responsible to document your work time. You must clock in at the beginning of your shift and clock out at the end of your shift.
- You must clock in and out for lunch or for any personal time taken during the workday and must have written authorization from Management. Work shifts will be determined by management.
- You are not eligible for any monthly bonus listed above, if you are late to work or miss a scheduled meeting or event.
- You must be employed the entire pay period to be eligible for any monthly bonus listed above.
- Any forms of compensation or monies received from a Manufacturer, are not included in this pay plan and are the sole responsibility of the manufacturer to pay. You are solely responsible for the reporting of any of these types of income to the government for tax purposes.
- This pay plan is all-inclusive. No other forms of pay from the dealership exist, unless listed in writing by Clay Cooley. All previous plans expire.
- You are responsible for providing any necessary documentation required to collect a bonus. All Bonus Money requested must be in writing on a Bonus Request form and must be turned in and signed by the General Sales Manager or General Manager no later than 12:00 noon on the day after the last day of the pay period.

CLAYCOOLEY AUTO GROUP



Gas Authorization Agreement

Employee Name: _____

Position: _____

USER (DL#): _____

PASS (Last 4 of SSN): _____

I understand and agree that Clay Cooley Auto Group, may deduct \$250.00 from my pay to cover the cost of replacing a dealership-provided gas key in the event of damage, loss, failure to return, taken without appropriate authorization or if I give it to another individual while under my charge. Furthermore, I understand, unauthorized and/or personal use of the dealership-provided gas key may result in immediate termination and/or a \$100.00 fine.

I hereby authorize Clay Cooley Auto Group, to make the above deductions from my pay in accordance with the above terms. I understand and agree that I am responsible for satisfying the above amounts. I understand and agree that any amount that is due and owing at the time of my termination, regardless of whether my termination was voluntary or not, will be deducted from my last paycheck or any other amounts that may be owed to me. This authorizes my employer to retain, if necessary, the entire amount of my last paycheck in compliance with the law. I further understand and agree that deductions will be made after any mandatory taxes as well as for any employer programs in which I have enrolled, for which I am eligible, or to which I have agreed.

Printed Name of Employee

Signature of Employee

Date

SALES RETENTION PROGRAM

DEALERSHIP: _____

THE ASSOCIATE IS ELIGIBLE FOR A RETENTION BONUS UNDER THE FOLLOWING TERMS:

THE SALES RETENTION PROGRAM IS MEASURED BETWEEN JANUARY 1ST AND NOVEMBER 30TH OF EACH YEAR. THE SALES RETENTION PROGRAM IS ACCRUED MONTHLY WITH AN ANNUAL PAYOUT IN THE MONTH OF DECEMBER OF EACH YEAR. UNDER THE SALES RETENTION PROGRAM, THE EMPLOYEE CONTRIBUTES \$25.00 PER VEHICLE SOLD, WHICH IS WITHHELD FROM THEIR COMMISSION, AND THE DEALERSHIP MATCHES THE CONTRIBUTION OF \$25.00 PER VEHICLE SOLD. A SPLIT SALES DEAL WILL RESULT IN 1/2, OR \$12.50, DEDUCTED FROM YOUR COMMISSION AND THE DEALER WILL CONTRIBUTE \$12.50 TO THE PROGRAM). ASSOCIATES ARE ONLY ELIGIBLE FOR A PAYOUT OF THE SALES RETENTION PROGRAM IF THE ASSOCIATE IS ACTIVELY EMPLOYED ON THE DATE OF THE ANNUAL PAYOUT. IN ADDITION, AN ASSOCIATE WHO TRANSFERS TO AN AFFILIATED DEALERSHIP BEFORE THE DATE OF THE ANNUAL PAYOUT AND IS ACTIVELY EMPLOYED WITH THAT DEALERSHIP ON THE DATE OF THE ANNUAL PAYOUT WILL BE ENTITLED TO RECEIVE A SALES RETENTION PROGRAM BONUS, PROVIDED THE ASSOCIATE REMAINS CONTINUOUSLY EMPLOYED DURING THIS TIME PERIOD (IE: NO BREAK IN SERVICE BETWEEN DEALERSHIPS). IF THERE IS ANY BREAK IN SERVICE, THE RETENTION BONUS WILL START AT ZERO AND THE ASSOCIATE WILL BE ELIGIBLE FROM THE NEW EFFECTIVE DATE FORWARD. IF AN ASSOCIATE IS ON QUALIFIED LEAVE OF ABSENCE DUE TO FMLA, DISABILITY, MILITARY OR WORKERS COMPENSATION, RETENTION PROGRAM WILL BE PAID OUT WITH ALL ACTIVE ASSOCIATES AS STATED ABOVE. IF THE EMPLOYEE IS TERMINATED FROM THEIR EMPLOYMENT BEFORE THE FULL TERM OF THE PROGRAM, THEY WILL BE REIMBURSED THEIR CONTRIBUTION ONLY AFTER A 30 DAY PROCESSING PERIOD HAS OCCURRED. THE DEALERSHIP CONTRIBUTION WILL NOT BE REIMBURSED TO THE EMPLOYEE. IF THE EMPLOYEE QUILTS EMPLOYMENT DURING THE SALES RETENTION PROGRAM, THEY WILL FORFEIT ALL MONIES THAT PERTAIN TO THE RETENTION PROGRAM EXCLUSIVELY (YOU WILL NOT BE PAID ANY MONEY FROM THIS PROGRAM- DEALER OR YOUR CONTRIBUTION). IF EMPLOYEE DECIDES TO "OPT OUT" AT ANY TIME DURING THE PROGRAM, THEY MUST BE EMPLOYED AT TIME OF DISTRIBUTION OR THEY FOREIT ALL MONIES DUE. IF EMPLOYEE DECIDES TO "OPT OUT" AT ANY TIME DURING THE PROGRAM, THEY WILL NOT BE PERMITTED TO "OPT IN" UNTIL THE BEGINNING OF THE PROGRAM THE FOLLOWING YEAR AND WILL BE PAID AT TIME OF ANNUAL DISBURSEMENT IN DECEMBER.

Initial

I CHOOSE TO "OPT IN" THE SALES RETENTION PROGRAM

Initial

IF THE EMPLOYEE QUILTS EMPLOYMENT DURING THE SALES RETENTION PROGRAM, THEY WILL FORFEIT ALL MONIES THAT PERTAIN TO THE RETENTION PROGRAM EXCLUSIVELY (YOU WILL NOT BE PAID ANY MONEY FROM THIS PROGRAM- DEALER OR YOUR CONTRIBUTION).

Initial

I CHOOSE TO "OPT OUT" OF THE SALES RETENTION PROGRAM

EMPLOYEE SIGNATURE

PRINT NAME

DATE

CLAY COOLEY MGT SIGNATURE

PRINT

DATE

Mitsubishi Dealer Employee

REGISTRATION

***Required Field**

Full First Name:*

Full Middle Name:*

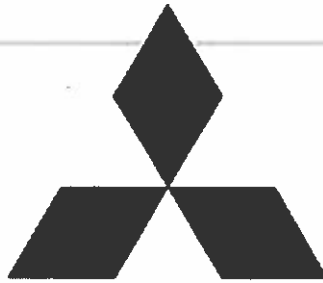
Full Last Name:*

Email Address:*

Confirm Email Address:*

SSN:*

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CLAY COOLEY

MITSUBISHI

1500 WEST I-20
ARLINGTON, TX. 76017
(817) 465-1212

I, _____ will not use any illegal drugs or
consume any alcohol while on company property or company
time. Will face up to disciplinary actions or termination.

EMPLOYEE

MANAGER

Clay Cooley Dealership Dress Code

At Clay Cooley Dealerships we always strive to maintain a friendly and professional atmosphere. Appropriate and professional dress attire is a necessary and fundamental part of this process. With that being said, the following guidelines reflect the expectations of all employees to maintain the standards of professionalism, with what is and what is not appropriate. Thank you for working with us to be a reflection of high standards and being a member of the Clay Cooley team.

- ___ . No Denim – regardless of color
- ___ . No spotted, frayed, or faded pants, skirts, or dresses
- ___ . No holes in tops, bottoms, pants, or dresses. No transparent tops/bottoms or physically revealing attire
- ___ . No Casual T-shirts, nothing with writing, pictures, or advertising, No under garments (tanks & undershirts) worn as outer wear
- ___ . No crop tops, Halter tops, spaghetti straps, No inappropriate cleavage exposure
- ___ . Leggings can only be worn with a dress, skirt that is not form fitting, or tunic shirt, they are not to be worn as pants
- ___ . No low rise or leather pants (pleather pants are also not allowed)
- ___ . No mini-skirts or mini dresses (not bodycon style), Shorts must be knee length and preapproved by management (i.e. warehouse personal)
- ___ . No more than two lower ear piercings and no piercings of any type on any part of the face or body that can be seen.
- ___ . No garish or inappropriate artificial hair color, No flamboyant/distracting hair styles (i.e. spiked mohawks), No shaved lines in eyebrow
- ___ . No showing tattoos
- ___ . Shirt tails must be tucked in and buttoned properly, Ties must be worn with dress shirts. Blazers, suits, or sport coats, along with Clay Cooley logo shirts are acceptable
- ___ . Company approved uniforms for technicians and porters
- ___ . Dress shoes, heels, flats, boots, are acceptable. No flip flops
- ___ . Dress Slacks and Khakis, Dress pants, appropriate length of dresses and skirts. (service technicians may wear approved uniform shorts)

Signature: _____

Date: _____

Clay Cooley Dealerships reserves the right to send any employee home, take discipline actions, or terminate an employee if they feel they are in violation of said guidelines. One must Always present oneself in a professional manner