

# RETAINER DISCLOSURE

Diana Group LLC is a California licensed Used Automobile Dealer with a Broker Endorsement located at 7041 Owensmouth Ave, Suite 102, Canoga Park, CA. 91303 Phone. (747) 230-4009

*Engage with us and experience the "Peace of Mind" awaiting your next auto purchase or lease. -Managing Director*



## 2.010 Auto Broker (CVC §166)

An auto broker or auto buying service is a dealer as defined in CVC §285, who engages in the business of brokering as defined below:

1. Brokering is an arrangement under which a dealer, for a fee or other consideration regardless of the form or time of payment, provides or offers to provide the service of arranging, negotiating, assisting, or effectuating the purchase of a new or used motor vehicle, owned by the dealer, for another (CVC §232.5).
2. A dealer may not engage in brokering a retail sales transaction without having an auto broker's endorsement to their dealer's license.
3. This endorsement subjects the dealer to all the licensing, advertising, and other statutory and regulatory requirements and prohibitions applicable to a dealer.
4. An auto Broker will be required by DMV to maintain a log for each retail sale brokered by that dealer and deposit money into a trust account.

**Diana Group LLC** is your personal automotive sales advocate. We use appropriate sales negotiation techniques, knowledge of the automotive industry, and the skill of perseverance to overcome obstacles between you and your next car. Our goal is to help you to obtain your desired results. Diana Group LLC oversee every stage of the purchase process to ensure a simple and seamless experience for our clients from start to finish. We also assist with delivery options and test drives at no additional cost, we will assist with service repair recommendations, appointments, drop off & pickups for an additional fee. Please inquire within.

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## About our Fees:

1. New vehicle lease- Requires \$250 retainer fee to start the transaction. A credit report may be requested to begin sales activity. When the contract is completed, meaning that the client (you) signs all lease forms and contract terms, the fee (\$250) will automatically roll into a down payment on your behalf. An additional down payment may be required by the dealership and/or lender for a specific monthly payment. If the deal does not finance (bought by the lender) or becomes a lost sale, your initial \$250 is nonrefundable and will be calculated as services rendered via Diana Group LLC.
2. Cash Clients (Non-Financed Deals)- No lender involvement. If the transaction is for a new or used vehicle, the same rule applies as if it was a new leased vehicle. (See paragraph 1). If the transaction is for a Previously Owned Vehicle, purchased through auction, on behalf of the client, a deposit is requested according to the type of vehicle, (luxury, transportation, exotic), all auction fees, if applicable, will be due up front as part of the retainer fee per Diana Group LLC.
3. Used Vehicle Financed Sales through dealership- A \$250 retainer fee is required to begin sales activity. A credit report may be required to obtain financing. Once the deal is approved, your \$250 will be rolled into a down payment toward the deal structure. The total amount financed is usually determined by the lender however it must be agreed upon & accepted by the buyer. If the deal does not finance (bought by the lender) or becomes a lost sale, your initial \$250 is nonrefundable and will be calculated as services rendered from client (you) to Diana Group LLC (Broker).
4. Consignment sales generated through our program are based on the gross sell price of the vehicle. Specific details are outlined in a Used Vehicle Consignment Agreement. Repair cost (if applicable), smog, advertising, etc. can affect the overall fee structure.
5. Franchised Dealership sales contracted via Diana Group LLC is charged \$950 per transaction, new, used or cash.
6. Delivery of the vehicle(s) will be determined by the client, either dealership location, client's home, or client's place of business at no additional cost to client.
7. Sold vehicles will be delivered in compliance with California COVID-19 Protocol.
8. Service Repair Assistance is available upon client's request. Prices will vary according to the type of services rendered.

Thank you for the opportunity to be of service to you.

*When you sign below, you are acknowledging full understanding of the retainer, and therefore is in agreement to the terms & conditions of this contract by Diana Group LLC (Broker) and You the Client.*

Print Name: \_\_\_\_\_

Diana Group LLC: \_\_\_\_\_

Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_