



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145296

PAGE 1 OF 2

DATE: 5/20/2025

SUBJECT: CONSIDERATION OF WEBDEALER MOTOR VEHICLE LICENSE AGREEMENTS BETWEEN TARRANT COUNTY, D/B/A TARRANT COUNTY TAX ASSESSOR-COLLECTOR, AND VARIOUS DEALERSHIPS AND SUBCONTRACTORS TO PROCESS MOTOR VEHICLE TITLES AND REGISTRATIONS

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the Motor Vehicle License Agreement between Tarrant County, d/b/a Tarrant County Tax Assessor-Collector, and various dealerships and subcontractors to process motor vehicle titles and registrations.

BACKGROUND

The Texas Department of Motor Vehicles (TXDMV) uses web-based systems known as WebDealer and WebSub to allow entities to process titles and motor vehicle registrations electronically.

These agreements provide the Tarrant County Tax Assessor-Collector's Office the authority to grant dealerships access to the WebDealer system for title and registration processing, and subcontractors access to WebSub registration processing. These agreements also cover the necessary supplies required to process titles and registrations electronically, improving efficiency and saving time for the Tarrant County Tax Office.

The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party.

The Criminal District Attorney's Office has approved these agreements as to form.

FISCAL IMPACT

There is no fiscal impact associated with this item.

SUBMITTED BY	Tax Assessor-Collector	PREPARED BY:	Charlotte Sadler
		APPROVED BY:	Andy Nguyen

Tax Assessor-Collector	
Motor Vehicle Dealer Contracts	
2025 - 2029 Set 2	
Business Name	Dealership/DBA
Mahrouq Enterprises International Inc.	DBA 5 Stars Auto
AAA Texas LLC	
No Limits Powersports LLC	DBA American Motorcycle Trading Company
Arlington ISD	
GPI TX-A Inc	DBA Audi Grapevine
GPI TX-AIII Inc	DBA Audi Fort Worth
Autobahn Imports	DBA Autobahn Motorcars, DBA Land Rover of Fort Worth
TX Motors of North Richland Hills	DBA AutoNation Chrysler Dodge Jeep Ram North Richland Hills
Texan Ford Sales Ltd	DBA Autonation Ford Arlington
AN County Line Ford Inc.	DBA Autonation Ford Burleson
Charlie Hillard Inc.	DBA AutoNation Ford Fort Worth
Nichols Ford Ltd	DBA AutoNation Ford South Fort Worth
GPI TX-SBIII Inc	BMW of Arlington
UDM Company LLC	BMW of Grapevine
Bruce Lowrie Chevy	Bruce Lowrie Chevrolet, Inc.
RML Burleson LLC	DBA Burleson Honda
CarMax Auto Superstores Inc.	DBA Carmax
City of Benbrook	
City of Fort Worth	
City of Mansfield	
Classic Buick GMC Ltd.	
Classic CDJR Arlington LLC	DBA Classic CDJRF of Arlington
Classic Chevrolet Inc.	
Asbury Ft. Worth Ford LLC	David McDavid Ford Fort Worth
DFW International Airport Board	
EAN Holdings LLC	DBA Enterprise Car Sales
Five Star Subaru	
FWM Redemption LLC	DFW Forth Worth Mitsubishi
RML Fort Worth TX LLC	DBA Fort Worth Nissan
Frank Kent Cadillac LLC	
Frank Kent Cadillac LLC	DBA Frank Kent Cadillac Arlington
Grapevine Dealership Acquisition Ltd	DBA Freeman Buick GMC
Freeman Financial Investment Company LP	DFW Freeman Toyota
BFVT Motors LLC	DBA Grapevine Ford Lincoln
Grubbs Automotive GRA LLC	DBA Grubbs Acura
Grubbs Infiniti Ltd.	
Grubbs Nissan LLC	
Grubbs Automotive GRA LLC	DBA Grubbs Volvo
North Fort Worth Dealership Acquisition LP	DBA Hiley Acura of Fort Worth
Hiley Cars Fort Worth LP	DBA Hiley Buick GMC, DBA Hiley Subaru of Fort Worth
Fort Worth Motorcars LP	DFA Hiley Hyundai West, DBA Hiley Mazda of Fort Worth
Hiley Cars Hurst LP	DBA Hiley Mazda of Hurst
HFVBH Motors LLC	DBA Honda of Fort Worth
Asbury DFW JLR LLC	DBA Jaguar Land Rover
Kroger Texas LP	DBA Mercedes-Benz of Grapevine
Vandergriff Automotive II LLC	DBA Vandergriff Toyota

IN GOD WE TRUST

March 5, 2025

Dear MAHROUQ ENTERPRISES INTERNATIONAL INC. DBA 5 STARS AUTOS

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

MAHROUQ ENTERPRISES INTERNATIONAL INC.
DBA 5 STARS AUTO

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

MAHROUQ ENTERPRISES INTERNATIONAL INC. DBA 5 STARS AUTO
501 W DIVISION ST
ARLINGTON TX, 76011

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

MAHROUQ ENTERPRISES INTERNATIONAL INC
DBA 5 STARS AUTO

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

NEHAD DWIKAT
By: NEHAD DWIKAT (Mar 21, 2025 13:15 CDT)
Signature

Nehad Dwikat

Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes

By: Rick Barnes (Apr 7, 2025 20:08 CDT)
Rick D. Barnes
Tarrant County

President

Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Apr 4, 2025 15:48 CDT)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever."

EXHIBIT "A"

1161 CORPORATE DR W STE 300
ARLINGTON, TX 76006

IN GOD WE TRUST

March 5, 2025

Dear MAHROUQ ENTERPRISES INTERNATIONAL INC. DBA ARLINGTON AUTO TRADER

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

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13. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
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201 E DIVISION ST
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18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

MAHROUQ ENTERPRISES INTERNATIONAL INC
DBA ARLINGTON AUTO TRADER

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Nehad Dwikat
By: Nehad Dwikat (Mar 21, 2025 13:14 CDT)
Signature

Nehad Dwikat

Printed Name

President

Title

TAX ASSESSOR-COLLECTOR

Rick Barnes

By: Rick Barnes (Apr 7, 2025 20:08 CDT)
Rick D. Barnes
Tarrant County

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Apr 4, 2025 15:48 CDT)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

1161 CORPORATE DR W STE 300
ARLINGTON, TX 76006

IN GOD WE TRUST

March 5, 2025

Dear MAHROUQ ENTERPRISES INTERNATIONAL INC. DBA ARLINGTON TRUCK CENTER

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

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7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

MAHROUQ ENTERPRISES INTERNATIONAL INC. DBA ARLINGTON TRUCK CENTER
1911 E DIVISION ST
ARLINGTON TX, 76011

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: [Separate Electronic Signature Page](#)

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 7, 2025 20:08 CDT)
Rick D. Barnes
Tarrant County

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Apr 4, 2025 15:48 CDT)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

MAHROUQ ENTERPRISES INTERNATIONAL INC
DBA ARLINGTON TRUCK CENTER

NEHAD DWIKAT
By: NEHAD DWIKAT (Mar 21, 2025 13:14 CDT)
Signature

Nehad Dwikat
Printed Name

President
Title

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever."

EXHIBIT "A"

1161 CORPORATE DR W STE 300
ARLINGTON, TX 76006

IN GOD WE TRUST

March 5, 2025

Dear MAHROUQ ENTERPRISES INTERNATIONAL INC. DBA AUTO ONE

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

MAHROUQ ENTERPRISES INTERNATIONAL INC.
DBA AUTO ONE

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.
5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be

the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/Agency fail to provide this notice, the County may revoke this agreement.

8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.
12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

MAHROUQ ENTERPRISES INTERNATIONAL INC. DBA AUTO ONE
808 E DIVISION ST
ARLINGTON TX, 76011

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.
21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and

regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

MAHROUQ ENTERPRISES INTERNATIONAL INC
DBA AUTO ONE

NEHAD DWIKAT

By: NEHAD DWIKAT (Mar 21, 2025 13:13 CDT)

Signature

Nehad Dwikat

Printed Name

President

Title

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

Rick Barnes

By: Rick Barnes (Apr 7, 2025 20:08 CDT)

Rick D. Barnes
Tarrant County

APPROVED AS TO FORM:

Katherine E. Owens

By: Katherine E. Owens (Apr 4, 2025 15:48 CDT)

Criminal District Attorney's Office*

Name: Katherine E. Owens

Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

1161 CORPORATE DR W STE 300
ARLINGTON, TX 76006

IN GOD WE TRUST

March 5, 2025

Dear MAHROUQ ENTERPRISES INTERNATIONAL INC. DBA AUTOMAX PRIME

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

MAHROUQ ENTERPRISES INTERNATIONAL INC.
DBA AUTOMAX PRIME

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
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4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.
5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
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Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/Agency fail to provide this notice, the County may revoke this agreement.

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COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

MAHROUQ ENTERPRISES INTERNATIONAL INC. DBA AUTOMAX PRIME
1911 E DIVISION ST
ARLINGTON TX, 76011

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18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.
21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
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23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and

regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR

Rick Barnes

By: Rick Barnes (Apr 7, 2025 20:08 CDT)
Rick D. Barnes
Tarrant County

APPROVED AS TO FORM:

Katherine E. Owens

By: Katherine E. Owens (Apr 4, 2025 15:48 CDT)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever."

MAHROUQ ENTERPRISES INTERNATIONAL INC
DBA AUTOMAX PRIME

NEHAD DWIKAT

By: NEHAD DWIKAT (Mar 21, 2025 13:12 CDT)
Signature

Nehad Dwikat

Printed Name

President

Title

EXHIBIT "A"

1161 CORPORATE DR W STE 300
ARLINGTON, TX 76006

IN GOD WE TRUST

March 5, 2025

Dear MAHROUQ ENTERPRISES INTERNATIONAL INC. DBA DOLLAR RENT A CAR CAR SALES, AUTOMAX

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

MAHROUQ ENTERPRISES INTERNATIONAL INC.
DBA DOLLAR RENT A CAR CAR SALES, AUTOMAX

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.
5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be

the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/Agency fail to provide this notice, the County may revoke this agreement.

8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.
12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

MAHROUQ ENTERPRISES INTERNATIONAL INC. DBA DOLLAR RENT A CAR CAR SALES,
AUTOMAX
200 N COLLINS
ARLINGTON TX, 76011

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.
21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must

observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

MAHROUQ ENTERPRISES INTERNATIONAL INC
DBA DOLLAR RENT A CAR CAR SALES,
AUTOMAX

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

NEHAD DWIKAT
By: NEHAD DWIKAT (Mar 21, 2025 13:11 CDT)
Signature

TAX ASSESSOR-COLLECTOR

Printed Name

Rick Barnes
By: Rick Barnes (Apr 7, 2025 20:08 CDT)
Rick D. Barnes
Tarrant County

Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Apr 4, 2025 15:48 CDT)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

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EXHIBIT "A"

1161 CORPORATE DR W STE 300
ARLINGTON, TX 76006

IN GOD WE TRUST

March 5, 2025

Dear MAHROUQ ENTERPRISES INTERNATIONAL INC. DBA MI GENTE AUTO FINANCE

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

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Rick D. Barnes
Tarrant County Tax Assessor-Collector

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 Employee List
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MOTOR VEHICLE LICENSE AGREEMENT

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DBA MI GENTE AUTO FINANCE

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

RECITALS:

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WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

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13. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
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Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

MAHROUQ ENTERPRISES INTERNATIONAL INC. DBA MI GENTE AUTO FINANCE
711 E DIVISION ST
ARLINGTON TX, 76011

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

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18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.
21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and

regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

MAHROUQ ENTERPRISES INTERNATIONAL INC
DBA MI GENTE AUTO FINANCE

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

NEHAD DWIKAT
By: NEHAD DWIKAT (Mar 21, 2025 13:10 CDT)
Signature

Nehad Dwikat
Printed Name

TAX ASSESSOR-COLLECTOR

President
Title

Rick Barnes
By: Rick Barnes (Apr 7, 2025 20:08 CDT)
Rick D. Barnes
Tarrant County

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Apr 4, 2025 15:48 CDT)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

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EXHIBIT "A"

1161 CORPORATE DR W STE 300
ARLINGTON, TX 76006

IN GOD WE TRUST

March 5, 2025

Dear MAHROUQ ENTERPRISES INTERNATIONAL INC. DBA TRUCKMAX

I want to take a minute to thank you and your company for the opportunity to do business with you and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

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Tarrant County Tax Assessor-Collector

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MAHROUQ ENTERPRISES INTERNATIONAL INC.
DBA TRUCKMAX

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11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.
12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and deputations exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

MAHROUQ ENTERPRISES INTERNATIONAL INC. DBA TRUCKMAX
701 W DIVISION ST
ARLINGTON TX, 76012

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.
21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and

regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

MAHROUQ ENTERPRISES INTERNATIONAL INC
DBA TRUCKMAX

NEHAD DWIKAT

By: NEHAD DWIKAT (Mar 21, 2025 13:12 CDT)
Signature

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes

By: Rick Barnes (Apr 7, 2025 20:08 CDT)

Rick D. Barnes
Tarrant County

Title

APPROVED AS TO FORM:

Katherine E. Owens

By: Katherine E. Owens (Apr 4, 2025 15:48 CDT)

Criminal District Attorney's Office*

Name: Katherine E. Owens

Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever."

EXHIBIT "A"

1161 CORPORATE DR W STE 300
ARLINGTON, TX 76006

IN GOD WE TRUST

June 1, 2024

Dear AAA Texas LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

AAA Texas LLC

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and AAA Texas LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

AAA Texas LLC

1225 Freeport Pkwy
Coppell, TX 75019

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

AAA Texas LLC

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Galen Grillo
By: Galen Grillo (Feb 13, 2025 14:31 CST)
Signature

Galen Grillo
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 9, 2025 10:59 CDT)
Rick D. Barnes
Tarrant County

Vice President & General Manager
Title

APPROVED AS TO FORM:

Katherine Owens
By: Katherine Owens (Feb 28, 2025 15:41 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

9509 Sage Meadow Trail Fort Worth, TX 76177

4634 S Cooper St Ste 176 Arlington, TX 76017

5431 S Hulen St Fort Worth, TX 76132

3001 Hwy 121 Ste 250 Euless, TX 76039

IN GOD WE TRUST

June 1, 2024

Dear No Limits Powersports LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

No Limits Powersports LLC
DBA American Motorcycle Trading Company

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and No Limits Powersports LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

No Limits Powersports LLC
DBA American Motorcycle Trading Company
3201 Airport Fwy
Bedford, TX 76021

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

No Limits Powersports LLC
DBA American Motorcycle Trading Company

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Blake Luecke
By: Blake Luecke (Jan 29, 2025 15:35 CST)
Signature

Blake Luecke
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 9, 2025 10:58 CDT)
Rick D. Barnes
Tarrant County

President
Title

APPROVED AS TO FORM:

Katherine Owens
By: Katherine Owens (Feb 28, 2025 15:41 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

3201 Airport Fwy Bedford, TX 76021

IN GOD WE TRUST

June 1, 2024

Dear Arlington ISD

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Arlington ISD

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Arlington ISD

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Arlington ISD

1124 W Arkansas Ln
Arlington, TX 76013

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.


IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Arlington ISD

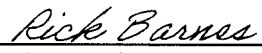
By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: 
Signature

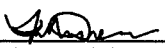
Jamal HARVEY
Printed Name

TAX ASSESSOR-COLLECTOR

By: 
Rick D. Barnes (Apr 9, 2025 10:58 CDT)
Rick D. Barnes
Tarrant County

Fleet Manager
Title

APPROVED AS TO FORM:

By: 
Katherine Owens (Feb 28, 2025 15:42 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

1124 W Arkansas Ln Arlington TX 76013

IN GOD WE TRUST

June 1, 2024

Dear GPI TX-A Inc

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

GPI TX-A Inc
DBA Audi Grapevine

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and GPI TX-A Inc

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

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13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
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COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

GPI TX-A Inc
DBA Audi Grapevine
11550 LBJ Fwy
Dallas, TX 75238

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

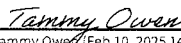
IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

GPI TX-A Inc
DBA Audi Grapevine


By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: 
Signature


Tammy Owen
Printed Name

TAX ASSESSOR-COLLECTOR


By: Rick Barnes (Apr 9, 2025 10:57 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:


By: Katherine Owens (Feb 28, 2025 15:42 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

11550 LBJ Fwy Dallas, TX 75238

IN GOD WE TRUST

June 1, 2024

Dear GPI TX-AII Inc

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

GPI TX-AII Inc
DBA Audi Fort Worth

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and GPI TX-AII Inc

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

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19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

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23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

GPI TX-AII Inc
DBA Audi Fort Worth

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Tammy Owen
By: Tammy Owen (Feb 10, 2025 14:37 CST)
Signature

Tammy Owen
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 9, 2025 10:55 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

Katherine Owens
By: Katherine Owens (Feb 28, 2025 15:43 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

11550 LBJ Fwy Dallas, TX 75238

IN GOD WE TRUST

June 1, 2024

Dear Autobahn Imports

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Autobahn Imports
DBA Autobahn Motorcars, DBA Land Rover of Fort Worth

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Autobahn Imports

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Autobahn Imports
DBA Autobahn Motorcars, DBA Land Rover of Fort Worth
3000 White Settlement Rd
Fort Worth, TX 76107

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Autobahn Imports
DBA Autobahn Motorcars, DBA Land Rover of For

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: *Kerry Hammit*
Signature

Kerry Hammit
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 9, 2025 11:00 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

Katherine Owens
By: Katherine Owens (Feb 28, 2025 15:43 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

3000 White Settlement Rd Fort Worth, TX 76107

IN GOD WE TRUST

June 1, 2024

Dear TX Motors of North Richland Hills

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

TX Motors of North Richland Hills
DBA Autonation Chrysler Dodge Jeep Ram North Richland Hills

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas (“County”), the Tarrant County Tax Assessor-Collector and TX Motors of North Richland Hills

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit “A”; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit “A”. All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

TX Motors of North Richland Hills
DBA Autonation Chrysler Dodge Jeep Ram North Richland Hills
5000 Bryant Irvin Rd
Fort Worth, TX 76132

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

TX Motors of North Richland Hills
DBA Autonation Chrysler Dodge Jeep Ram North I

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

James J. Murphy
By: James J. Murphy (Jan 27, 2025 13:38 PST)
Signature

James J. Murphy
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes

By: Rick Barnes (Apr 9, 2025 11:01 CDT)
Rick D. Barnes
Tarrant County

VP Finance
Title

APPROVED AS TO FORM:

Katherine Owens
By: Katherine Owens (Feb 28, 2025 15:44 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

5000 Bryant Irvin Rd Fort Worth, TX 76132

IN GOD WE TRUST

June 1, 2024

Dear Texan Ford Sales Ltd

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Texan Ford Sales Ltd
DBA Autonation Ford Arlington

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Texan Ford Sales Ltd

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Texan Ford Sales Ltd
DBA Autonation Ford Arlington
5000 Bryant Irvin Rd
Fort Worth, TX 76132

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Texan Ford Sales Ltd
DBA Autonation Ford Arlington

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

James J. Murphy
By: James J. Murphy (Jan 27, 2025 14:05 PST)
Signature

James J. Murphy
Printed Name

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Apr 10, 2025 07:41 CDT)
Rick D. Barnes
Tarrant County

V.P. Finance
Title

APPROVED AS TO FORM:

Katherine Owens
By: Katherine Owens (Feb 28, 2025 15:44 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

5000 Bryant Irvin Rd Fort Worth, TX 76132

IN GOD WE TRUST

June 1, 2024

Dear AN County Line Ford Inc

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

AN County Line Ford Inc
DBA Autonation Ford Burleson

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and AN County Line Ford Inc

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

AN County Line Ford Inc
DBA Autonation Ford Burleson
5000 Bryant Irvin Rd
Fort Worth, TX 76132

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

AN County Line Ford Inc
DBA Autonation Ford Burleson

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

James J. Murphy
By: James J. Murphy (Jan 27, 2025 13:59 PST)
Signature

James J. Murphy
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 07:37 CDT)
Rick D. Barnes
Tarrant County

V. P. Finance
Title

APPROVED AS TO FORM:

Katherine Owens
By: Katherine Owens (Feb 28, 2025 15:45 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

5000 Bryant Irvin Rd Fort Worth, TX 76132

IN GOD WE TRUST

June 1, 2024

Dear Charlie Hillard Inc

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Charlie Hillard Inc
DBA Autonation Ford Fort Worth

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Charlie Hillard Inc

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Charlie Hillard Inc
DBA Autonation Ford Fort Worth
5000 Bryant Irvin Rd
Fort Worth, TX 76132

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Charlie Hillard Inc
DBA Autonation Ford Fort Worth

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

James J. Murphy
By: James J. Murphy (Jan 27, 2025 4:23 PST)
Signature

James J. Murphy
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 07:37 CDT)
Rick D. Barnes
Tarrant County

V. P. Finance
Title

APPROVED AS TO FORM:

Katherine Owens
By: Katherine Owens (Feb 28, 2025 15:45 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

5000 Bryant Irvin Rd Fort Worth, TX 76132

IN GOD WE TRUST

June 1, 2024

Dear Nichols Ford Ltd

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Nichols Ford Ltd
DBA Autonation Ford South Fort Worth

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Nichols Ford Ltd

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Nichols Ford Ltd
DBA Autonation Ford South Fort Worth
5000 Bryant Irvin Rd
Fort Worth, TX 76132

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Nichols Ford Ltd
DBA Autonation Ford South Fort Worth

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: James J. Murphy
James J. Murphy (Jan 27, 2025 4:3:54 PST)
Signature

James J. Murphy
Printed Name

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Apr 10, 2025 07:38 CDT)
Rick D. Barnes
Tarrant County

V.P. Finance
Title

APPROVED AS TO FORM:

By: Katherine Owens
Katherine Owens (Feb 28, 2025 15:46 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

5000 Bryant Irvin Rd Fort Worth, TX 76132

IN GOD WE TRUST

June 1, 2024

Dear GPI TX-SBIII Inc

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

GPI TX-SBIII Inc
BMW of Arlington

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and GPI TX-SBIII Inc

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
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13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
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COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

GPI TX-SBIII Inc
BMW of Arlington
11550 LBJ Fwy
Dallas, TX 75238

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

GPI TX-SBIII Inc
BMW of Arlington

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Tammy Owen
By: Tammy Owen (Jan 28, 2025 10:03 CST)
Signature

Tammy Owen
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes

By: Rick Barnes (Apr 9, 2025 10:56 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

Katherine Owens
By: Katherine Owens (Feb 28, 2025 15:46 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

11550 LBJ Fwy Dallas, TX 75238

IN GOD WE TRUST

June 1, 2024

Dear UDM Company LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

UDM Company LLC
BMW of Grapevine

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and UDM Company LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

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5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
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COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

UDM Company LLC
BMW of Grapevine
3890 W Northwest Hwy Ste 500
Dallas, TX 75220

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

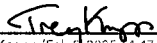
IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

UDM Company LLC
BMW of Grapevine


By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: 
Trey Knapp (Feb 8, 2025 14:47 CST)
Signature


Trey Knapp
Printed Name

TAX ASSESSOR-COLLECTOR


By: Rick Barnes (Apr 10, 2025 07:38 CDT)
Rick D. Barnes
Tarrant County

Chief Financial Officer
Title

APPROVED AS TO FORM:


By: Katherine Owens (Feb 28, 2025 15:46 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

3890 W Northwest Hwy Ste 500 Dallas, TX 75220

IN GOD WE TRUST

June 1, 2024

Dear Bruce Lowrie Chevrolet, Inc.

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Bruce Lowrie Chevy

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Bruce Lowrie Chevrolet, Inc.

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Bruce Lowrie Chevrolet, Inc.

711 SW Loop 820
Fort Worth, TX 76134

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Bruce Lowrie Chevrolet, Inc.

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

KAREN PETERSON
By: KAREN PETERSON (Jan 29, 2025 13:37 CST)
Signature

KAREN PETERSON
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 07:39 CDT)
Rick D. Barnes
Tarrant County

Sec/Treasurer
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 17:06 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

711 SW Loop 820 Fort Worth, TX 76134

IN GOD WE TRUST

June 1, 2024

Dear RML Burleson LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

RML Burleson LLC
DBA Burleson Honda

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and RML Burleson LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

RML Burleson LLC
DBA Burleson Honda
632 N Burleson Blvd
Burleson, TX 76028

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.


IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

RML Burleson LLC
DBA Burleson Honda

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: 
By: LAURA PETTIS (Jan 27, 2025 10:21 CST)
Signature

LAURA PETTIS
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes

By: Rick Barnes (Apr 10, 2025 07:39 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 17:06 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

632 N Burleson Blvd Burleson, TX 76028

IN GOD WE TRUST

June 1, 2024

Dear CarMax Auto Superstores Inc

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

CarMax Auto Superstores Inc
DBA Carmax

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and CarMax Auto Superstores Inc

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

CarMax Auto Superstores Inc
DBA Carmax
12800 Tuckahoe Creek Pkwy
Richmond, VA 23238

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

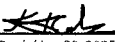
IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

CarMax Auto Superstores Inc
DBA Carmax

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: 
By: Katherine Cook (Jan 30, 2025 21:18 CST)
Signature

Katherine Cook
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes

By: Rick Barnes (Apr 10, 2025 07:40 CDT)
Rick D. Barnes
Tarrant County

Business Office Manager
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 17:05 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

8400 Anderson Blvd Fort Worth, TX 76120
4700 River Ranch Blvd Fort Worth, TX 76120

IN GOD WE TRUST

June 1, 2024

Dear City of Benbrook

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

City of Benbrook

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and City of Benbrook

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

City of Benbrook

911 Winscott Rd
Benbrook, TX 76126

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

City of Benbrook

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Beth Fischer
By: Beth Fischer (Jan 27, 2025 10:34 CST)
Signature

Beth Fischer
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes

By: Rick Barnes (Apr 10, 2025 07:40 CDT)
Rick D. Barnes
Tarrant County

City Secretary
Title

APPROVED AS TO FORM:

Katherine E. Owens

By: Katherine E. Owens (Mar 4, 2025 17:05 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

911 Winscott Rd Benbrook, TX 76126

IN GOD WE TRUST

June 1, 2024

Dear City of Fort Worth

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

City of Fort Worth

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and City of Fort Worth

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
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15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

City of Fort Worth

5021 James Ave
Fort Worth, TX 76115

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

City of Fort Worth

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: Brad Hunter
Signature

Brad Hunter
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes

By: Rick Barnes (Apr 10, 2025 07:41 CDT)
Rick D. Barnes
Tarrant County

Assistant Director - PMD
Title

APPROVED AS TO FORM:

Katherine E. Owens

By: Katherine E. Owens (Mar 4, 2025 17:04 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

5021 James Ave Fort Worth TX 76115

IN GOD WE TRUST

June 1, 2024

Dear City of Mansfield

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

City of Mansfield

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and City of Mansfield

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

City of Mansfield

1200 E Broad St
Manfield, TX 76060

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

City of Mansfield

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Jennifer Goldthwaite
By: Jennifer Goldthwaite (Jan 31, 2025 09:11 CST)
Signature

Jennifer Goldthwaite
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes

By: Rick Barnes (Apr 10, 2025 08:32 CDT)
Rick D. Barnes
Tarrant County

Assistant Director-Budget & Purchasing
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 17:04 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

1200 E Broad St Mansfield TX 76060

IN GOD WE TRUST

June 1, 2024

Dear Classic Buick GMC Ltd

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Classic Buick GMC Ltd

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Classic Buick GMC Ltd

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

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4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
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Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
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COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Classic Buick GMC Ltd

1400 I-20 E
Arlington, TX 76018

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Classic Buick GMC Ltd

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Darren Lancaster
By: Darren Lancaster (Jan 27, 2025 10:30 CST)
Signature

Darren Lancaster
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:32 CDT)
Rick D. Barnes
Tarrant County

VP
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 17:04 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

1400 I 20 E Arlington, TX 76018

IN GOD WE TRUST

June 1, 2024

Dear Classic CDJR Arlington LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Classic CDJR Arlington LLC
DBA Classic CDJRF of Arlington

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Classic CDJR Arlington LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

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DEALERSHIP/AGENCY:

Classic CDJR Arlington LLC
DBA Classic CDJRF of Arlington
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Arlington, TX 76018

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19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
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21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Classic CDJR Arlington LLC
DBA Classic CDJRF of Arlington

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

JoAnne Quintero
By: JoAnne Quintero (Jan 28, 2025 14:20 CST)
Signature

JoAnne Quintero
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:31 CDT)
Rick D. Barnes
Tarrant County

CONTROLLER
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 17:04 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

1400 I 20 E Arlington, TX 76018

IN GOD WE TRUST

June 1, 2024

Dear Classic Chevrolet Inc

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Classic Chevrolet Inc

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Classic Chevrolet Inc

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Classic Chevrolet Inc

1101 W State Hwy 114
Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Classic Chevrolet Inc

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Mark Escamilla
By: Mark Escamilla (Jan 27, 2025 11:59 CST)
Signature

Mark Escamilla
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:31 CDT)
Rick D. Barnes
Tarrant County

CFO
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 17:04 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

1101 W State Hwy 114 Grapevine, TX 76051
2501 William D Tate Ave Bldg D Grapevine, TX 76051

IN GOD WE TRUST

June 1, 2024

Dear Asbury Ft Worth Ford LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Asbury Ft Worth Ford LLC
DBA David McDavid Ford Ft Worth

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Asbury Ft Worth Ford LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Asbury Ft Worth Ford LLC
DBA David McDavid Ford Ft Worth
300 W Loop 820 S
Fort Worth, TX 76108

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Asbury Ft Worth Ford LLC
DBA David McDavid Ford Ft Worth

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Melissa Camacho
By: Melissa Camacho (Jan 27, 2025 10:45 CST)
Signature

Melissa Camacho
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:30 CDT)
Rick D. Barnes
Tarrant County

Accounting Manager
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 17:03 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

300 W Loop 820 S Fort Worth, TX 76108

IN GOD WE TRUST

June 1, 2024

Dear DFW International Airport Board

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

DFW International Airport Board

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas (“County”), the Tarrant County Tax Assessor-Collector and DFW International Airport Board

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit “A”; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit “A”. All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

DFW International Airport Board

2930 E Airfield Dr
DFW Airport, TX 75261

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

DFW International Airport Board

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Jason Rodriguez
By: Jason Rodriguez (Jan 27, 2025 10:23 CST)
Signature

Jason Rodriguez
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:30 CDT)
Rick D. Barnes
Tarrant County

Fleet Quality Assurance Specialist
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 17:03 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

2930 E Airfield Dr DFW Airport, TX 75261

IN GOD WE TRUST

June 1, 2024

Dear EAN Holdings LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

EAN Holdings LLC
DBA Enterprise Car Sales

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and EAN Holdings LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

EAN Holdings LLC
DBA Enterprise Car Sales
4201 N State Hwy 161
Irving, TX 75038

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

EAN Holdings LLC
DBA Enterprise Car Sales

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: jean max st vil
jean max st vil (Jan 27, 2025 13:32 CST)
Signature

jean max st vil
Printed Name

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Apr 10, 2025 08:29 CDT)
Rick D. Barnes
Tarrant County

Group Business Manager
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Mar 4, 2025 16:37 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

4201 N State Hwy 161 Irving, TX 75038

IN GOD WE TRUST

June 1, 2024

Dear Five Star Subaru

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Five Star Subaru

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Five Star Subaru

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

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13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
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15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Five Star Subaru

2050 Diplomat Dr
Farmers Branch, TX 75234

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Five Star Subaru

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

LeAnne Dean
By: LeAnne Dean (Jan 27, 2025 11:13 CST)
Signature

LeAnne Dean
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:29 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 16:37 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

2050 Diplomat Dr Farmers Branch, TX 75234

IN GOD WE TRUST

June 1, 2024

Dear FWM Redemption LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

FWM Redemption LLC
DBA Fort Worth Mitsubishi

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and FWM Redemption LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

FWM Redemption LLC
DBA Fort Worth Mitsubishi
8000 West Fwy
Fort Worth, TX 76108

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

FWM Redemption LLC
DBA Fort Worth Mitsubishi

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Micah Blehm
By: Micah Blehm (Jan 29, 2025 08:10 CST)
Signature

Micah Blehm
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:28 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 16:37 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

8000 West Fwy Fort Worth, TX 76108

IN GOD WE TRUST

June 1, 2024

Dear RML Fort Worth TX LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

RML Fort Worth TX LLC
DBA Fort Worth Nissan

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas (“County”), the Tarrant County Tax Assessor-Collector and RML Fort Worth TX LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit “A”; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit “A”. All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

RML Fort Worth TX LLC
DBA Fort Worth Nissan
3451 W Loop 820 S
Fort Worth, TX 76116

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

RML Fort Worth TX LLC
DBA Fort Worth Nissan

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Karla Lorenzen
By: Karla Lorenzen (Jan 27, 2025 10:16 CST)
Signature

Karla Lorenzen
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:28 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 5, 2025 08:35 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

3451 W Loop 820 South Fort Worth, TX 76116

IN GOD WE TRUST

June 1, 2024

Dear Frank Kent Cadillac LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Frank Kent Cadillac LLC

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas (“County”), the Tarrant County Tax Assessor-Collector and Frank Kent Cadillac LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit “A”; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit “A”. All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
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9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Frank Kent Cadillac LLC

405 S Jim Wright Fwy Ste 101
Fort Worth, TX 76108

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Frank Kent Cadillac LLC

By: [Separate Electronic Signature Page](#)

Tim O'Hare
County Judge

Annett Pool
By: Annett Pool (Jan 27, 2025 10:14 CST)
Signature

Annett Pool
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:28 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 16:36 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

4800 Bryant Irvin Ct Fort Worth, TX 76107

IN GOD WE TRUST

June 1, 2024

Dear Frank Kent Cadillac LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Frank Kent Cadillac LLC
DBA Frank Kent Cadillac Arlington

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Frank Kent Cadillac LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Frank Kent Cadillac LLC
DBA Frank Kent Cadillac Arlington
406 S Jim Wright Fwy Ste 101
Fort Worth, TX 76108

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Frank Kent Cadillac LLC
DBA Frank Kent Cadillac Arlington

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Annett Pool
By: Annett Pool (Jan 27, 2025 10:15 CST)
Signature

Annett Pool
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:27 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 16:36 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

4800 Bryant Irvin Ct Fort Worth, TX 76107

IN GOD WE TRUST

June 1, 2024

Dear Grapevine Dealership Acquisition Ltd

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Grapevine Dealership Acquisition Ltd
DBA Freeman Buick GMC

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Grapevine Dealership Acquisition Ltd

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Grapevine Dealership Acquisition Ltd
DBA Freeman Buick GMC
501 W State Hwy 114
Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

EXHIBIT "A"

501 W State Hwy 114 Grapevine, TX 76051

IN GOD WE TRUST

June 1, 2024

Dear Freeman Financial Investment Company LP

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Freeman Financial Investment Company LP
DBA Freeman Toyota

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Freeman Financial Investment Company LP

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Freeman Financial Investment Company LP
DBA Freeman Toyota
204 NE Loop 820
Hurst, TX 76053

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Freeman Financial Investment Company LP
DBA Freeman Toyota

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

CINDY WYLIE
By: CINDY WYLIE (Jan 27, 2025 10:32 CST)
Signature

CINDY WYLIE
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:26 CDT)
Rick D. Barnes
Tarrant County

CONTROLLER
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 16:36 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

204 NE Loop 820 Hurst, TX 76053

IN GOD WE TRUST

June 1, 2024

Dear BFVT Motors LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

**BFVT Motors LLC
DBA Grapevine Ford Lincoln**

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and BFVT Motors LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

BFVT Motors LLC
DBA Grapevine Ford Lincoln
801 E State Hwy 114
Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

EXHIBIT "A"

801 E State Hwy 114 Grapevine, TX 76051

IN GOD WE TRUST

June 1, 2024

Dear Grubbs Automotive GRA LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Grubbs Automotive GRA LLC
DBA Grubbs Acura

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Grubbs Automotive GRA LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Grubbs Automotive GRA LLC
DBA Grubbs Acura
1600 E State Hwy 114
Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
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21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Grubbs Automotive GRA LLC
DBA Grubbs Acura

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

JEANETTE AGUIRRE
By: JEANETTE AGUIRRE (Jan 27, 2025 10:25 CST)
Signature

JEANETTE AGUIRRE
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:25 CDT)
Rick D. Barnes
Tarrant County

TITLE CLERK
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 6, 2025 16:35 CST)
Criminal District Attorney's Office
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

1600 E State Hwy 114 Grapevine, TX 76051

IN GOD WE TRUST

June 1, 2024

Dear Grubbs Infiniti Ltd

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Grubbs Infiniti Ltd

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Grubbs Infiniti Ltd

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

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5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

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8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Grubbs Infiniti Ltd

1600 E State Hwy 114
Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Grubbs Infiniti Ltd

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

JEANETTE AGUIRRE
By: JEANETTE AGUIRRE (Jan 27, 2025 10:23 CST)
Signature

JEANETTE AGUIRRE
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:24 CDT)
Rick D. Barnes
Tarrant County

TITLE CLERK
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 16:35 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

1600 E State Hwy 114 Grapevine, TX 76051

IN GOD WE TRUST

June 1, 2024

Dear Grubbs Nissan LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Grubbs Nissan LLC

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Grubbs Nissan LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
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COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Grubbs Nissan LLC

310 Airport Fwy
Bedford, TX 76022

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Grubbs Nissan LLC

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Bruce Winkenweder
By: Bruce Winkenweder (Jan 30, 2025 09:38 CST)
Signature

Bruce Winkenweder
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:24 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 16:35 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

310 Airport Fwy Bedford, TX 76022

IN GOD WE TRUST

June 1, 2024

Dear Grubbs Automotive GRV LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Grubbs Automotive GRV LLC
DBA Grubbs Volvo

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Grubbs Automotive GRV LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
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COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Grubbs Automotive GRV LLC
DBA Grubbs Volvo
1600 E State Hwy 114
Grapevine, TX 76051

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

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17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Grubbs Automotive GRV LLC
DBA Grubbs Volvo

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

JEANETTE AGUIRRE
By: JEANETTE AGUIRRE (Jan 27, 2025 10:26 CST)
Signature

JEANETTE AGUIRRE
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:23 CDT)
Rick D. Barnes
Tarrant County

TITLE CLERK
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 16:28 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

1600 E State Hwy 114 Grapevine, TX 76051

IN GOD WE TRUST

June 1, 2024

Dear North Fort Worth Dealership Acquisition LP

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

North Fort Worth Dealership Acquisition LP
DBA Hiley Acura of Fort Worth

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and North Fort Worth Dealership Acquisition LP

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

North Fort Worth Dealership Acquisition LP
DBA Hiley Acura of Fort Worth
3125 NE Loop 820
Fort Worth, TX 76137

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

North Fort Worth Dealership Acquisition LP
DBA Hiley Acura of Fort Worth

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: *Ryan Wissner*
Ryan Wissner (Feb 3, 2025 18:37 CST)
Signature

Ryan Wissner
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:23 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 16:28 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

3125 NE Loop 820 Fort Worth, TX 76137

IN GOD WE TRUST

June 1, 2024

Dear Hiley Cars Fort Worth LP

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Hiley Cars Fort Worth LP
DBA Hiley Buick GMC, DBA Hiley Subaru of Fort Worth

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Hiley Cars Fort Worth LP

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Hiley Cars Fort Worth LP
DBA Hiley Buick GMC, DBA Hiley Subaru of Fort Worth
3000 Almeda St
Fort Worth, TX 76116

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Hiley Cars Fort Worth LP
DBA Hiley Buick GMC, DBA Hiley Subaru of Fort Worth

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Sheila Westfall
By: Sheila Westfall (Jan 27, 2025 16:48 CST)
Signature

Sheila Westfall
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Mar 10, 2025 14:43 CDT)
Rick D. Barnes
Tarrant County

CFO
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 7, 2025 13:34 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

3000 Almeda St Fort Worth, TX 76116

IN GOD WE TRUST

June 1, 2024

Dear Fort Worth Motorcars LP

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Fort Worth Motorcars LP
DBA Hiley Hyundai West, DBA Hiley Mazda of Fort Worth

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Fort Worth Motorcars LP

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
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COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Fort Worth Motorcars LP
DBA Hiley Hyundai West, DBA Hiley Mazda of Fort Worth
3000 Alameda St
Fort Worth, TX 76116

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Fort Worth Motorcars LP
DBA Hiley Hyundai West, DBA Hiley Mazda of Fo1

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Sheila Westfall
By: Sheila Westfall (Jan 27, 2025 16:47 CST)
Signature

Sheila Westfall
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:21 CDT)
Rick D. Barnes
Tarrant County

CFO
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 16:27 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

3000 Almeda St Fort Worth, TX 76116

IN GOD WE TRUST

June 1, 2024

Dear Hiley Cars Hurst LP

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Hiley Cars Hurst LP
DBA Hiley Mazda of Hurst

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas (“County”), the Tarrant County Tax Assessor-Collector and Hiley Cars Hurst LP

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit “A”; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit “A”. All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Hiley Cars Hurst LP
DBA Hiley Mazda of Hurst
3000 Alameda St
Fort Worth, TX 76116

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Hiley Cars Hurst LP
DBA Hiley Mazda of Hurst

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Sheila Westfall
By: Sheila Westfall (Jan 27, 2025 16:48 CST)
Signature

Sheila Westfall
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:22 CDT)
Rick D. Barnes
Tarrant County

CFO
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 16:27 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

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EXHIBIT "A"

3000 Almeda St Fort Worth, TX 76108

IN GOD WE TRUST

June 1, 2024

Dear HFVBH Motors LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

HFWBH Motors LLC
DBA Honda of Fort Worth

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and HFWBH Motors LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

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2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
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5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
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Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
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10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

HFWBH Motors LLC
DBA Honda of Fort Worth
3400 W Loop 820 S
Fort Worth, TX 76116

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

HFWBH Motors LLC
DBA Honda of Fort Worth

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Crystal Nerio
By: Crystal Nerio (Jan 30, 2025 08:02 CST)
Signature

Crystal Nerio
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:20 CDT)
Rick D. Barnes
Tarrant County

Office Manager
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 16:27 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

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EXHIBIT "A"

3400 W Loop 820 S Fort Worth, TX 76116

IN GOD WE TRUST

June 1, 2024

Dear Asbury DFW JLR LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Asbury DFW JLR LLC
DBA Jaguar Land Rover

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Asbury DFW JLR LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

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NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

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7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

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10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Asbury DFW JLR LLC
DBA Jaguar Land Rover
350 Phelps Dr
Irving, TX 75038

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Asbury DFW JLR LLC
DBA Jaguar Land Rover

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: *Yvonne York*
Yvonne York (Feb 01, 2025 18:02 EST)
Signature

Yvonne York
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:19 CDT)
Rick D. Barnes
Tarrant County

Dealer Operations
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 16:27 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

350 Phelps Dr Irving, TX 75038

IN GOD WE TRUST

June 1, 2024

Dear Kroger Texas LP

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Kroger Texas LP

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Kroger Texas LP

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.

6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.

8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).

9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.

11. Dealer/Agency agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

12. DEALER/AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.
13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
14. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer/Agency shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.
15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Kroger Texas LP

751 Freeport Pkwy
Coppell, TX 75019

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Kroger Texas LP

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: Stephanie Curtis
Stephanie Curtis (Jan 27, 2025 15:05 CST)
Signature

Stephanie Curtis
Printed Name

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Apr 10, 2025 08:20 CDT)
Rick D. Barnes
Tarrant County

Operations Administrative Assistant
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 16:26 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

3510 Altamesa Blvd Fort Worth, TX 76133
2580 E Arkansas Ln Arlington, TX 76014
2475 Ascension Blvd Arlington, TX 76006
9114 Camp Bowie West Blvd Fort Worth, TX 76116
5330 S Cooper St Arlington, TX 76017
1060 N Main St Euless, TX 76039
2110 E Southlake Blvd Southlake, TX 76092
976 Keller Pkwy Keller, TX 76248
3120 S University Dr Fort Worth, TX 76109
2109 Harwood Rd Bedford, TX 76021
1653 Basswood Blvd Fort Worth, TX 76131
5241 North Tarrant Pkwy Fort Worth, TX 76244
9150 N Tarrant Pkwy North Richland Hills, TX 76182
6650 N Beach St Fort Worth, TX 76137
2061 Rufe Snow Dr Keller, TX 76248
2350 SE Green Oaks Blvd Arlington, TX 76018
3300 Texas Sage Trl Fort Worth, TX 76177
945 W Lamar Blvd Arlington, TX 76012
12600 N Beach St Fort Worth, TX 76244
4750 W Bailey Boswell Rd Fort Worth, TX 76179
9135 Grapevine Hwy North Richland Hills, TX 76180
3001 Matlock Rd Mansfield, TX 76063
1004 S Crowley Rd Crowley, TX 76036
5101 W Sublett Rd Arlington, TX 76017
3300 E Broad St Mansfield, TX 76063
301 S Bowen Rd Arlington, TX 76013
5701 W Pleasant Ridge Rd Arlington, TX 76016
7201 Grapevine Hwy North Richland Hills, TX 76180
2525 W I-20 Grand Prairie, TX 75052
708 E Pipeline Rd Hurst, TX 76054
2210 S Fielder Rd Arlington, TX 76013

IN GOD WE TRUST

June 1, 2024

Dear Vandergriff Automotive II LLC

I want to take a minute to thank you and your company for the opportunity to do business with you this past year and to let you know we look forward to serving you in the years to come.

We are committed to work on our services to make them as helpful and efficient as possible for you and are interested in any comments you might have to help us improve.

It is time to renew your contract for use of the inventory (registration stickers) that is issued to your location for the WebDealer system. We hope the system is useful to your business and the support we provide is helpful to you. Any suggestions or concerns that would help with the registration process are always welcome.

Attached is a list of items that give instructions for requirements associated with our contract and the inventory issued for the WebDealer system.

Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

Enclosures: Instructions & Requirements
 Contract
 Deputation Form
 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Vandergriff Automotive II LLC
DBA Vandergriff Toyota

THIS AGREEMENT is entered on this 1st day of February, 2025 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and Vandergriff Automotive II LLC

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer/Agency to issue motor vehicle titles and/or registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer/Agency has requested County to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent for motor vehicle titles and/or registration;

AGREEMENT:

NOW THEREFORE, for value received and in consideration of the covenants, conditions, and premises herein contained, the parties agree as follows;

1. County agrees to provide Dealer/Agency with access to Tarrant County as a processing County within WebDealer/WebAgent and supplies for motor vehicle titles and/or registration. Dealer/ Agency will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer/Agency with supplies, consisting of sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer/Agency issues or uses supplies issued to Dealer/Agency by County. Under no circumstance will Dealer/Agency keep said supplies at any location other than the location listed in Exhibit "A". All supplies provided to Dealer/Agency must be kept in a secured environment.
3. Dealer/Agency agrees to return all voided or faulty inventory to the Tax Assessor-Collector. Any inventory issued per this agreement must be used by the dealer within WebDealer/WebAgent and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer/Agency is subject to audit of all sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer/Agency and at a mutually agreed upon location.

5. In the event the supplies provided by County to Dealer/Agency pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer/Agency agrees to reimburse County for the replacement of such supplies. The Dealer's/ Agency's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer/Agency within 7 days of written request by County.
6. Dealer/Agency agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.
7. Dealer/Agency shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer/Agency and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's/Agency's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's/Agency's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer/Agency to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer/Agency agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer/ Agency fail to provide this notice, the County may revoke this agreement.
8. Dealer/Agency agrees, at Dealer's/Agency's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer/Agency or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer/Agency fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer/ Agency fails to perform as per the Dealer's/Agency's signed agreement with the Tax Assessor-Collector (Obligee).
9. County agrees to not furnish any supplies for the account of the Dealer/Agency other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer/Agency assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer/Agency in writing of any missing and unaccounted for supplies or cash shortages and Dealer/Agency shall pay for any missing or unaccounted for supplies unless Dealer/Agency rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
10. Dealer/Agency agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130- U ("Application for Texas Certificate of Title") is executed, whichever date is first.
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13. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.
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15. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Vandergriff Automotive II LLC
DBA Vandergriff Toyota
1000 W I-20
Arlington, TX 76017

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

16. The term of this Agreement shall continue in full force and effect until January 31, 2029, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.
17. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.
19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.
20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer/Agency acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer/Agency, County, and the Tax Assessor-Collector.
22. Dealer/Agency acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.
23. Dealer/Agency verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.
24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer/Agency must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer/Agency shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Vandergriff Automotive II LLC
DBA Vandergriff Toyota

By: [Separate Electronic Signature Page](#)

Tim O'Hare
County Judge

Cerise Garcia
By: Cerise Garcia (Jan 27, 2025 10:16 CST)
Signature

Cerise Garcia
Printed Name

TAX ASSESSOR-COLLECTOR

Controller
Title

Rick Barnes
By: Rick Barnes (Apr 10, 2025 08:22 CDT)
Rick D. Barnes
Tarrant County

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 16:20 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

"Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.."

EXHIBIT "A"

1000 W I 20 Arlington, TX 76017