



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145101

PAGE 1 OF 10

DATE: 4/15/2025

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 the agreement is from September 1, 2024, through August 31, 2029.

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:	Vanessa Perez

Motor Vehicle Dealer Contracts April 1

Dealership	DBA
Fort Worth CJD, LLC	Meador Dodge Chrysler Jeep Ram
MBGV LP	Mercedes-Benz of Grapevine
Moritz Chevrolet LTD/Moritz Chrysler & Jeep LTD/Moritz Imports LTD/Moritz Imports II LTD/Moritz Imports III LTD	
Saxet Equity Holdings Goldmound Inc.	Norm Reeves Honda
Endtrust Automotive Services	Novak Motors
Asbury Plano LEX LLC	Park Place Lexus Grapevine
Asbury Arlington MB LLC	Park Place Motorcars of Arlington
Asbury Fort Worth MB LLC	Park Place Motorcars of Fort Worth
PPPGV LP	Porsche Grapevine
Dandelion Payments inc.	RIA Money Transfer
Sewell Village Cadillac Company Inc	Sewell Cadillac of Grapevine
Sewell FW LLC	Sewell Infiniti of Fort Worth
Sewell Corporation of Ft. Worth	Sewell Lexus of Fort Worth
Tarrant County	
GPVN Motors LLC	Texas Nissan of Grapevine
Grapevine Imports LLC	Texas Toyota of Grapevine
Safeway Inc	Randall's Food Markets, Tom Thumb Food & Drug
Fort Worth Motors LLC (Known in Texas as DAG Fort Worth Motors LLC)	Toyota of Fort Worth
United Recreation & Mobile Home Center Inc.	United RV Center, United Recreation Center
Artex Automotive Sales II LLC	Vandergriff Acura
Vandergriff Chevrolet II LLC	Vandergriff Chevrolet
Luke Motor Company II LLC	Vandergriff Honda
Vandergriff Hyundai II LLC	Vandergriff Hyundai
Hart & Vogt Inc.	Vogt, Vogt Motorhome Center, Airstream of DFW

IN GOD WE TRUST

June 1, 2024

Dear Hart and Vogt 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

Hart and Vogt INC
DBA Vogt, DBA Vogt Motorhome Center, DBA Airstream of DFW

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 Hart and Vogt 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:

Hart and Vogt INC
DBA Vogt, DBA Vogt Motorhome Center, DBA Airstream of DFW
5501 Airport Fwy
Haltom City, TX 76117

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:

Hart and Vogt INC
DBA Vogt, DBA Vogt Motorhome Center, DBA Air:

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: AARON VOGT
AARON VOGT (Feb 11, 2025 11:10 CST)
Signature

AARON VOGT
Printed Name

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Mar 10, 2025 14:48 CDT)
Rick D. Barnes
Tarrant County

PRESIDENT
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Mar 4, 2025 16:19 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"

5501 Airport Fwy Haltom City, TX 76117

IN GOD WE TRUST

June 1, 2024

Dear Vandergriff Hyundai 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

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 Employee List
 Instructions for Ethics Form 1295

MOTOR VEHICLE LICENSE AGREEMENT

Vandergriff Hyundai II LLC
DBA Vandergriff Hyundai

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 Hyundai 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;

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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:

Vandergriff Hyundai II LLC
DBA Vandergriff Hyundai
1200 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 Hyundai II LLC
DBA Vandergriff Hyundai


By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: 
Signature


ashley matthews
Printed Name

TAX ASSESSOR-COLLECTOR

By: 
Rick Barnes (Mar 18, 2025 21:51 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

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"

1200 W I 20 Arlington, TX 76017

IN GOD WE TRUST

June 1, 2024

Dear Luke Motor Company 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.

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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

Luke Motor Company II LLC
DBA Vandergriff 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 Luke Motor Company 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;

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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 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:

Luke Motor Company II LLC
DBA Vandergriff Honda
1104 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:

Luke Motor Company II LLC
DBA Vandergriff Honda

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: *Cerise Garcia*
Cerise Garcia (Jan 27, 2025 10:17 CST)
Signature

Cerise Garcia
Printed Name

TAX ASSESSOR-COLLECTOR

By: *Rick Barnes*
Rick Barnes (Mar 18, 2025 21:50 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

By: *Katherine E. Owens*
Katherine E. Owens (Mar 4, 2025 16:21 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"

1104 W I 20 Arlington, TX 76017

IN GOD WE TRUST

June 1, 2024

Dear Vandergriff Chevrolet 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 Chevrolet II LLC
DBA Vandergriff Chevrolet

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 Chevrolet 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.
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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 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:

Vandergriff Chevrolet II LLC
DBA Vandergriff Chevrolet
1200 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 Chevrolet II LLC
DBA Vandergriff Chevrolet


By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: 
Signature

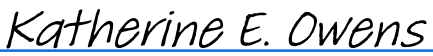
ashley matthews
Printed Name

TAX ASSESSOR-COLLECTOR

By: 
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

By: 
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 W I 20 Arlington, TX 76017

IN GOD WE TRUST

June 1, 2024

Dear Artex Automotive Sales 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

Artex Automotive Sales II LLC
DBA Vandergriff 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 Artex Automotive Sales 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.
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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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Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Artex Automotive Sales II LLC
DBA Vandergriff Acura
1100 I-20 W
Arlington, TX 76017

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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:

Artex Automotive Sales II LLC
DBA Vandergriff Acura

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: *Cerise Garcia*
By: Cerise Garcia (Jan 27, 2025 10:16 CST)
Signature

Cerise Garcia
Printed Name

TAX ASSESSOR-COLLECTOR

By: *Rick Barnes*
By: Rick Barnes (Mar 18, 2025 22:10 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

By: *Katherine E. Owens*
By: Katherine E. Owens (Mar 4, 2025 16:21 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"

1100 Interstate 20 W Arlington, TX 76017

IN GOD WE TRUST

June 1, 2024

Dear United Recreation & Mobile Home Center 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

United Recreation & Mobile Home Center Inc
DBA United RV Center, DBA United Recreation Center

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 United Recreation & Mobile Home Center 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:

United Recreation & Mobile Home Center Inc
DBA United RV Center, DBA United Recreation Center
5100 Airport Fwy
Fort Worth, TX 76117

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:

United Recreation & Mobile Home Center Inc
DBA United RV Center, DBA United Recreation Ce

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: 
Bill White (Jan 27, 2025 10:37 CST)

Signature


Bill White

Printed Name

President


Title

TAX ASSESSOR-COLLECTOR

By: 
Rick Barnes (Mar 18, 2025 21:59 CDT)

Rick D. Barnes
Tarrant County

APPROVED AS TO FORM:

By: 
Katherine E. Owens (Mar 4, 2025 16:22 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"

5100 Airport Fwy Fort Worth, TX 76117

IN GOD WE TRUST

June 1, 2024

Dear Fort Worth Motors LLC (known in Texas as DAG Fort Worth 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

Fort Worth Motors LLC (known in Texas as DAG Fort Worth Motors LLC)
DBA Toyota 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 Motors LLC (known in Texas as DAG Fort Worth 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:

Fort Worth Motors LLC (known in Texas as DAG Fort Worth Motors LLC)
DBA Toyota of Fort Worth
9001 Camp Bowie West Blvd
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 Motors LLC (known in Texas as DAG Fort Worth)
DBA Toyota of Fort Worth

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: 
Signature

chris doherty
Printed Name

TAX ASSESSOR-COLLECTOR

By: *Rick Barnes*
Rick D. Barnes
Tarrant County

owner
Title

APPROVED AS TO FORM:

By: *Katherine E. Owens*
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"

9001 Camp Bowie W Blvd Fort Worth, TX 76116

IN GOD WE TRUST

June 1, 2024

Dear Safeway Inc DBA Randall's Food Markets, Tom Thumb Food and Drugs

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

Safeway Inc DBA Randall's Food Markets, Tom Thumb Food and Drugs

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 Safeway Inc DBA Randall's Food Markets, Tom Thumb Food and Drugs

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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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.

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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.
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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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Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALERSHIP/AGENCY:

Safeway Inc DBA Randall's Food Markets, Tom Thumb Food and Drugs

2401 E Randol Mill Ste 400
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:

Safeway Inc DBA Randall's Food Markets, Tom Thum

By: [Separate Electronic Signature Page](#)

Tim O'Hare
County Judge

By: Mark Vela
Signature

Mark Vela
Printed Name

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
[Rick Barnes \(Mar 18, 2025 22:11 CDT\)](#)
Rick D. Barnes
Tarrant County

Director, Front End Operations & Guest Experience
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
[Katherine E. Owens \(Mar 4, 2025 16:22 CST\)](#)
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 E Keller Pkwy Keller, TX 76248
980 Hwy 287 N Mansfield, TX 76063
3100 S Hulen Fort Worth, TX 76109
100 W Southlake Blvd Southlake, TX 76092
612 Grapevine Hwy Hurst, TX 76054
1701 W Randol Mill Rd Arlington, TX 76012
2400 W 7th St Fort Worth, TX 76107
2611 West Park Row Arlington, TX 76013
6377 W Camp Bowie Blvd Fort Worth, TX 76116
302 South Park Grapevine, TX 76051
2755 N Collins Arlington, TX 76006
4000 Glade Rd Colleyville, TX 76034

IN GOD WE TRUST

June 1, 2024

Dear Grapevine Imports 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

Grapevine Imports LLC
DBA Texas Toyota 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 Grapevine Imports 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:

Grapevine Imports LLC
DBA Texas Toyota of Grapevine
701 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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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:

Grapevine Imports LLC
DBA Texas Toyota of Grapevine

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: *Amanda Ellis*
Amanda Ellis (Feb 4, 2025 10:23 CST)
Signature

Amanda Ellis
Printed Name

TAX ASSESSOR-COLLECTOR

By: *Rick Barnes*
Rick Barnes (Mar 18, 2025 22:12 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

By: *Katherine E. Owens*
Katherine E. Owens (Mar 4, 2025 16:22 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"

701 E State Hwy 114 Grapevine, TX 76051

IN GOD WE TRUST

June 1, 2024

Dear GPVN 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

GPVN Motors LLC
DBA Texas Nissan 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 GPVN 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

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Administration Building
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DEALERSHIP/AGENCY:

GPVN Motors LLC
DBA Texas Nissan of Grapevine
701 E State Hwy 114
Grapevine, TX 76051

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COUNTY OF TARRANT
STATE OF TEXAS:

GPVN Motors LLC
DBA Texas Nissan of Grapevine

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: *Amanda Ellis*
By: Amanda Ellis (Feb 4, 2025 10:24 CST)
Signature

Amanda Ellis
Printed Name

TAX ASSESSOR-COLLECTOR

By: *Rick Barnes*
By: Rick Barnes (Mar 18, 2025 22:13 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

By: *Katherine E. Owens*
By: Katherine E. Owens (Mar 4, 2025 16:22 CST)
Criminal District Attorney's Office*
Name: Katherine E. Owens
Title: Assistant Criminal District Attorney

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EXHIBIT "A"

701 E State Hwy 114 Grapevine, TX 76051

IN GOD WE TRUST

June 1, 2024

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Sincerely,

Rick D. Barnes
Tarrant County Tax Assessor-Collector

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

MOTOR VEHICLE LICENSE AGREEMENT

Tarrant County

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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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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:

Tarrant County

2650 Premier St
Fort Worth, TX 76111

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:

Tarrant County

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: *Sarah VanTassel*
Sarah VanTassel (Feb 5, 2025 15:15 CST)
Signature

Sarah VanTassel
Printed Name

TAX ASSESSOR-COLLECTOR

By: *Rick Barnes*
Rick Barnes (Mar 18, 2025 22:14 CDT)
Rick D. Barnes
Tarrant County

Business Manager
Title

APPROVED AS TO FORM:

Katherine E. Owens
Katherine E. Owens (Mar 4, 2025 16:23 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"

2650 Premier St Fort Worth, TX 76111

IN GOD WE TRUST

June 1, 2024

Dear Sewell Corporation of Ft 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

Sewell Corporation of Ft Worth
DBA Sewell Lexus 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 Sewell Corporation of Ft 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).
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:

Sewell Corporation of Ft Worth
DBA Sewell Lexus of Fort Worth
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.
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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.

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:

Sewell Corporation of Ft Worth
DBA Sewell Lexus of Fort Worth

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: 
Trey Knapp (Feb 6, 2025 14:45 CST)
Signature

Trey Knapp
Printed Name

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Mar 18, 2025 22:14 CDT)
Rick D. Barnes
Tarrant County

Chief Financial Officer
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Mar 4, 2025 16:23 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 Sewell FW 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

Sewell FW LLC
DBA Sewell Infiniti 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 Sewell FW 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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COUNTY:

Rick D. Barnes, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
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DEALERSHIP/AGENCY:

Sewell FW LLC
DBA Sewell Infiniti of Fort Worth
3890 W Northwest Hwy Ste 500
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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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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.

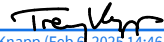
IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Sewell FW LLC
DBA Sewell Infiniti of Fort Worth

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: 
By: Trey Knapp (Feb 6, 2025 14:46 CST)
Signature

Trey Knapp
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Mar 18, 2025 22:14 CDT)
Rick D. Barnes
Tarrant County

Chief Financial Officer
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 4, 2025 16:23 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 Sewell Village Cadillac Company 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

Sewell Village Cadillac Company Inc
DBA Sewell Cadillac 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 Sewell Village Cadillac Company 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:

Sewell Village Cadillac Company Inc
DBA Sewell Cadillac 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.

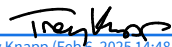
IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Sewell Village Cadillac Company Inc
DBA Sewell Cadillac of Grapevine

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: 
Trey Knapp (Feb 6, 2025 14:48 CST)
Signature

Trey Knapp
Printed Name

TAX ASSESSOR-COLLECTOR

By: *Rick Barnes*
Rick D. Barnes (Mar 18, 2025 22:15 CDT)
Tarrant County

Chief Financial Officer
Title

APPROVED AS TO FORM:

By: *Katherine E. Owens*
Katherine E. Owens (Mar 4, 2025 16:24 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

Below are instructions for completing each document.

What is enclosed?

*Contract
Deputation Form for each store
Employee List for each store*

Contract:

The new contract is good for four years beginning February 01, 2025 and ending January 31, 2029.

Please electronically sign and return. You will be able to print your copy once the contract has been signed by all parties and approved through Commissioners Court.

Deputation Form:

Employee signing as Designated Liaison for the Store must be the store manager or other approved personnel. This form will need to be printed out. The form must be signed and notarized. Once completed please mail, we have to have the original since it requires a notary.

Employee List:

Employee list must be completed and signed by the Designated Liaison. Employee list must contain contact information for the Store Manager and Office Manager over the renewal area. This form will also need to be printed out.

Return All Originals (No Copies):

Return all deputation forms and all employee lists to:

***Tarrant County Tax Office
Attn: Joanna Garvey
100 E Weatherford St Ste 202
Fort Worth, TX 76196***

Should you have any questions or concerns, please email me at jngarvey@tarrantcountytx.gov.

MOTOR VEHICLE LICENSE AGREEMENT

Dandelion Payments inc. dba RIA Money Transfer

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

Dandelion Payments inc. dba RIA Money Transfer

RECITALS:

WHEREAS, public convenience will be furthered by authorizing the Merchant to issue motor vehicle registrations at its places of business listed on the attached Exhibit “A”;

AGREEMENT:

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

1. The parties agree that the Merchant will retain a convenience fee of one dollar for each transaction involving a registration and properly reported under the terms of this Agreement. Said fee is the only compensation Merchant will receive pursuant to this Agreement.
2. County agrees to provide Merchant with access to WebSub for motor vehicle registration renewals and supplies for motor vehicle registration renewals. County shall supply the Merchant with sticker paper, as needed for issuance. Under no circumstance will Merchant keep said supplies at any location other than the location to which said supplies are assigned, as listed in Exhibit “A”, nor will supplies be shared between any addresses listed in Exhibit “A”. All supplies provided to Merchant must be kept in a secured environment.
3. Merchant shall designate one management employee per location, or for the company, to be designated as the liaison (“Designated Liaison”) between the Merchant and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will receive supplies or issue registrations under the Merchant’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 contact with registrations under the Merchant’s deputation. The Designated Liaison will sign an oath of deputation on behalf of the Merchant 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.

Merchant agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 14 of this agreement; should Merchant fail to provide this notice, the County may revoke this agreement.

4. Merchant agrees, at Merchant'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 Merchant or \$2,500, whichever is greater, but no more than \$1,000,000. The bond must state that it will provide coverage in the event Merchant fails to timely remit all registration or licensing fees and in the event the Merchant fails to perform as per Merchant's signed agreement with the Tax Assessor-Collector (Obligee).
5. County agrees to not furnish any supplies for the account of the Merchant other than 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 3. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Merchant assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. The Tax Assessor-Collector will notify Merchant in writing of any missing and unaccounted for supplies or cash shortages and Merchant shall pay for any missing or unaccounted for supplies unless Merchant rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.
6. Merchant agrees to sell registrations only to persons presenting the renewal notice issued by the Texas Department of Motor Vehicles and valid insurance and to only make such sales on validations due in the prior, current, and succeeding two months (e.g.: during March, only registration stickers for the months of February, March, April, and May). Merchant shall verify collection of all associated fees for each vehicle registration prior to issuance of the corresponding registration sticker. Merchant may accept registration fees from customers by any payment methods approved by the Merchant.
7. Merchant shall submit Texas Department of Motor Vehicle WebSub generated reports and processed registration renewal notices to the Tax Assessor-Collector each week by Monday at close of business. Payment through ACH is required. Said payment shall exclude the one-dollar convenience fee per registration that Merchant collects for providing services of issuance of motor vehicle registration renewals. Failure by Merchant to pay Tax Assessor-Collector within 7 days the sums owed for registrations shall be grounds for the suspension of this Agreement and the Tax Assessor-Collector shall not issue additional supplies until all sums owed are paid. Merchant agrees that it will hold all 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 fees and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.
8. Merchant agrees to use the inventory in numerical sequence and to return all void and faulty inventory and reports to the Tax Assessor-Collector in a timely fashion.
9. Merchant is subject to audit of inventory by the Tax Assessor-Collector at any time during normal business hours of the Merchant and at a mutually agreed upon location.
10. **MERCHANT 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.**

11. 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.

12. Merchant agrees to notify County of any change in the ownership or location of its places of business listed on the attached Exhibit "A" within 14 days of such change. Notice will be provided pursuant to Paragraph 14 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, as well as an audit of supplies on hand.

13. 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 14. Within 7 days after the date of termination, Merchant shall return to County all outstanding inventory, supplies, together with payment of motor vehicle fees due and a final report as provided for in Paragraph 7.

14. 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

MERCHANT:

Dandelion Payments Inc. RIA Money Transfer
7000 Village Dr Suite 200
Buena Park, CA 90621

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

15. 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 14.

16. 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.

17. 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.

18. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, a partnership, employment relationship or any other similar relationship between the parties. The Merchant acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this Agreement.

19. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Merchant, County, and the Tax Assessor-Collector.

20. Merchant 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.

- Merchant has not filed Form 1295 with the Texas Ethics Commission because pursuant to subsection (c) of Section 2252.902 of the Texas Government Code titled “Disclosure of Interested Parties,” Texas Government code Section 2252.902 by its express terms provides in relevant part:
 - (c) Notwithstanding Subsection (b), this section does not apply to:
 - (4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity.
- Merchant hereby declares that it is a wholly owned subsidiary of Euronet Worldwide, Inc., a publicly traded business entity with ticker symbol EEFT. Merchant shall notify County within ten business days should Merchant’s status as a wholly owned subsidiary of a publicly traded entity changes such that Merchant no longer qualifies as exempt from the form 1295 filing requirement and Merchant shall file For, 1295 as required by law.

21. Merchant verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

22. **Compliance with Laws.** In providing the services required by this Agreement, Merchant 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. Merchant shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

SIGNED AND EXECUTED this _____ day of _____, 2025.


COUNTY OF TARRANT
STATE OF TEXAS:

By: Separate Electronic Signature Page
Tim O’Hare
County Judge

TAX ASSESSOR-COLLECTOR:

By: _____
Rick D. Barnes
Tarrant County Tax Assessor

RIA Money Transfer
7000 Village Dr. Suite 200
Buena Park, CA 90621


By: SHAWN DAVID FIELDER (Mar 4, 2025 16:29 PST)
Signature

SHAWN DAVID FIELDER
Printed Name
CEO
Title

APPROVED AS TO FORM:

Katherine E. Owens

By: Katherine E. Owens (Mar 5, 2025 08:39 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"

RIA TX2060
1909 East Park Row
Arlington, Tx 76010

RIA TX2065
1220 N Beach St
Fort Worth, Tx 76111

RIA TX206801
3220N Main St
Fort Worth, Tx 76016

RIA TX206807
4812 South Freeway
Forth Worth, Tx 76115

RIA TX300019
275 NE 28th St
Fort Worth, Tx 76164

RIA TX30020
2700 8th Ave
Fort Worth, Tx 76110

RIA TX30021
421 West Bolt
Fort Worth, Tx 76110

RIA TX300022
7809 Camp Bowie Fort
Worth, Tx 76116

RIA TX300023
4245 E Berry St
Fort Worth, Tx 76105

MOTOR VEHICLE DEPUTATION (LIMITED)



THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

I, Rick D. Barnes, Tax Assessor-Collector of the County of Tarrant, and State of Texas, having full confidence in RIA Money Transfer of said County and State do hereby, with the approval of the Honorable Commissioners Court of Tarrant County, nominate and appoint the said RIA Money Transfer as a Limited-Service Deputy Tax Assessor-Collector. The Deputy Entity is authorized only to accept registration renewal cards provided by the Tarrant County Tax Assessor-Collector. This deputation does not authorize the Deputy Entity to prepare or accept an application for title transfer or perform any other act on behalf of the Tarrant County Tax Assessor-Collector, other than as set forth herein.

WITNESS my hand, this the _____ day of _____, 20 __.

RICK D. BARNES TARRANT COUNTY TAX ASSESSOR-COLLECTOR

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, Charlotte Sadler, Notary in and for Tarrant County, Texas, on this day personally appeared Wendy Burgess, Tarrant County Tax Assessor-Collector, known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Fort Worth, Texas, this _____ day of _____, 20 __.

Notary Public in and for Tarrant County, Texas

OATH OF OFFICE

I, _____, on behalf of RIA Money Transfer do solemnly swear (or affirm) that the RIA Money Transfer (hereinafter "Deputy") will faithfully execute the duties of a Limited-Service Deputy Tax Assessor-Collector of the State of Texas. I have been authorized by the Deputy to execute this deputation. I acknowledge that this Limited Deputation will automatically terminate at such time as I am no longer employed in my current position and it is the responsibility of the Deputy to renew the deputation with my successor. I will personally approve all individuals who will be performing the tasks permitted by this Limited Deputation and will promptly notify the office of the Tarrant County Tax Assessor-Collector of the identity of all individuals performing those tasks. Neither the Deputy nor any person performing the duties authorized by this Limited Deputation, will accept gifts, money or favors from any individual or entity in such a way as to cause or appear to cause leverage to be gained through the position to which they have been appointed and will to the best of its ability preserve, protect and defend the Constitution and Laws of the United States and of this State. So help me God.

Signature of Deputy/Authorized Agent

SUBSCRIBED and sworn to before me this _____ day of _____, 20 __.

Notary Public in and for Tarrant County, Texas

MOTOR VEHICLE DEPUTATION (LIMITED)



THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

I, Rick D. Barnes, Tax Assessor-Collector of the County of Tarrant, and State of Texas, having full confidence in RIA Money Transfer of said County and State do hereby, with the approval of the Honorable Commissioners Court of Tarrant County, nominate and appoint the said RIA Money Transfer as a Limited-Service Deputy Tax Assessor-Collector. The Deputy Entity is authorized only to accept registration renewal cards provided by the Tarrant County Tax Assessor-Collector. This deputation does not authorize the Deputy Entity to prepare or accept an application for title transfer or perform any other act on behalf of the Tarrant County Tax Assessor-Collector, other than as set forth herein.

WITNESS my hand, this the _____ day of _____, 20 __.

RICK D. BARNES, TARRANT COUNTY TAX ASSESSOR-COLLECTOR

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, Charlotte Sadler, Notary in and for Tarrant County, Texas, on this day personally appeared Wendy Burgess, Tarrant County Tax Assessor-Collector, known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Fort Worth, Texas, this _____ day of _____, 20 __.

Notary Public in and for Tarrant County, Texas

OATH OF OFFICE

I, _____, on behalf of RIA Money Transfer do solemnly swear (or affirm) that the RIA Money Transfer (hereinafter "Deputy") will faithfully execute the duties of a Limited-Service Deputy Tax Assessor-Collector of the State of Texas. I have been authorized by the Deputy to execute this deputation. I acknowledge that this Limited Deputation will automatically terminate at such time as I am no longer employed in my current position and it is the responsibility of the Deputy to renew the deputation with my successor. I will personally approve all individuals who will be performing the tasks permitted by this Limited Deputation and will promptly notify the office of the Tarrant County Tax Assessor-Collector of the identity of all individuals performing those tasks. Neither the Deputy nor any person performing the duties authorized by this Limited Deputation, will accept gifts, money or favors from any individual or entity in such a way as to cause or appear to cause leverage to be gained through the position to which they have been appointed and will to the best of its ability preserve, protect and defend the Constitution and Laws of the United States and of this State. So help me God.

Signature of Deputy/Authorized Agent

SUBSCRIBED and sworn to before me this _____ day of _____, 20 __.

Notary Public in and for Tarrant County, Texas

MOTOR VEHICLE DEPUTATION (LIMITED)

RIA TX206801

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

I, Rick D. Barnes, Tax Assessor-Collector of the County of Tarrant, and State of Texas, having full confidence in RIA Money Transfer of said County and State do hereby, with the approval of the Honorable Commissioners Court of Tarrant County, nominate and appoint the said RIA Money Transfer as a Limited-Service Deputy Tax Assessor-Collector. The Deputy Entity is authorized only to accept registration renewal cards provided by the Tarrant County Tax Assessor-Collector. This deputation does not authorize the Deputy Entity to prepare or accept an application for title transfer or perform any other act on behalf of the Tarrant County Tax Assessor-Collector, other than as set forth herein.

WITNESS my hand, this the _____ day of _____, 20 __.

RICK D. BARNES, TARRANT COUNTY TAX ASSESSOR-COLLECTOR

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, Charlotte Sadler, Notary in and for Tarrant County, Texas, on this day personally appeared Wendy Burgess, Tarrant County Tax Assessor-Collector, known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Fort Worth, Texas, this _____ day of _____, 20 __.

Notary Public in and for Tarrant County, Texas

OATH OF OFFICE

I, _____, on behalf of RIA Money Transfer do solemnly swear (or affirm) that the RIA Money Transfer(hereinafter "Deputy") will faithfully execute the duties of a Limited-Service Deputy Tax Assessor-Collector of the State of Texas. I have been authorized by the Deputy to execute this deputation. I acknowledge that this Limited Deputation will automatically terminate at such time as I am no longer employed in my current position and it is the responsibility of the Deputy to renew the deputation with my successor. I will personally approve all individuals who will be performing the tasks permitted by this Limited Deputation and will promptly notify the office of the Tarrant County Tax Assessor-Collector of the identity of all individuals performing those tasks. Neither the Deputy nor any person performing the duties authorized by this Limited Deputation, will accept gifts, money or favors from any individual or entity in such a way as to cause or appear to cause leverage to be gained through the position to which they have been appointed and will to the best of its ability preserve, protect and defend the Constitution and Laws of the United States and of this State. So help me God.

Signature of Deputy/Authorized Agent

SUBSCRIBED and sworn to before me this _____ day of _____, 20 __.

Notary Public in and for Tarrant County, Texas

MOTOR VEHICLE DEPUTATION (LIMITED)



THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

I, Rick D. Barnes, Tax Assessor-Collector of the County of Tarrant, and State of Texas, having full confidence in RIA Money Transfer of said County and State do hereby, with the approval of the Honorable Commissioners Court of Tarrant County, nominate and appoint the said RIA Money Transfer as a Limited-Service Deputy Tax Assessor-Collector. The Deputy Entity is authorized only to accept registration renewal cards provided by the Tarrant County Tax Assessor-Collector. This deputation does not authorize the Deputy Entity to prepare or accept an application for title transfer or perform any other act on behalf of the Tarrant County Tax Assessor-Collector, other than as set forth herein.

WITNESS my hand, this the _____ day of _____, 20 __.

RICK D. BARNES, TARRANT COUNTY TAX ASSESSOR-COLLECTOR

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, Charlotte Sadler, Notary in and for Tarrant County, Texas, on this day personally appeared Wendy Burgess, Tarrant County Tax Assessor-Collector, known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Fort Worth, Texas, this _____ day of _____, 20 __.

Notary Public in and for Tarrant County, Texas

OATH OF OFFICE

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Signature of Deputy/Authorized Agent

SUBSCRIBED and sworn to before me this _____ day of _____, 20 __.

Notary Public in and for Tarrant County, Texas

MOTOR VEHICLE DEPUTATION (LIMITED)

RIA TX300019

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

I, Rick D. Barnes, Tax Assessor-Collector of the County of Tarrant, and State of Texas, having full confidence in RIA Money Transfer of said County and State do hereby, with the approval of the Honorable Commissioners Court of Tarrant County, nominate and appoint the said RIA Money Transfer as a Limited-Service Deputy Tax Assessor-Collector. The Deputy Entity is authorized only to accept registration renewal cards provided by the Tarrant County Tax Assessor-Collector. This deputation does not authorize the Deputy Entity to prepare or accept an application for title transfer or perform any other act on behalf of the Tarrant County Tax Assessor-Collector, other than as set forth herein.

WITNESS my hand, this the _____ day of _____, 20 __.

RICK D. BARNES, TARRANT COUNTY TAX ASSESSOR-COLLECTOR

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, Charlotte Sadler, Notary in and for Tarrant County, Texas, on this day personally appeared Wendy Burgess, Tarrant County Tax Assessor-Collector, known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Fort Worth, Texas, this _____ day of _____, 20 __.

Notary Public in and for Tarrant County, Texas

OATH OF OFFICE

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Signature of Deputy/Authorized Agent

SUBSCRIBED and sworn to before me this _____ day of _____, 20 __.

Notary Public in and for Tarrant County, Texas

MOTOR VEHICLE DEPUTATION (LIMITED)

RIA TX300020

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

I, Rick D. Barnes, Tax Assessor-Collector of the County of Tarrant, and State of Texas, having full confidence in RIA Money Transfer of said County and State do hereby, with the approval of the Honorable Commissioners Court of Tarrant County, nominate and appoint the said RIA Money Transfer as a Limited-Service Deputy Tax Assessor-Collector. The Deputy Entity is authorized only to accept registration renewal cards provided by the Tarrant County Tax Assessor-Collector. This deputation does not authorize the Deputy Entity to prepare or accept an application for title transfer or perform any other act on behalf of the Tarrant County Tax Assessor-Collector, other than as set forth herein.

WITNESS my hand, this the _____ day of _____, 20 __.

RICK D. BARNES, TARRANT COUNTY TAX ASSESSOR-COLLECTOR

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, Charlotte Sadler, Notary in and for Tarrant County, Texas, on this day personally appeared Wendy Burgess, Tarrant County Tax Assessor-Collector, known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Fort Worth, Texas, this _____ day of _____, 20 __.

Notary Public in and for Tarrant County, Texas

OATH OF OFFICE

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Signature of Deputy/Authorized Agent

SUBSCRIBED and sworn to before me this _____ day of _____, 20 __.

Notary Public in and for Tarrant County, Texas

MOTOR VEHICLE DEPUTATION (LIMITED)

RIA TX300021

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

I, Rick D. Barnes, Tax Assessor-Collector of the County of Tarrant, and State of Texas, having full confidence in RIA Money Transfer of said County and State do hereby, with the approval of the Honorable Commissioners Court of Tarrant County, nominate and appoint the said RIA Money Transfer as a Limited-Service Deputy Tax Assessor-Collector. The Deputy Entity is authorized only to accept registration renewal cards provided by the Tarrant County Tax Assessor-Collector. This deputation does not authorize the Deputy Entity to prepare or accept an application for title transfer or perform any other act on behalf of the Tarrant County Tax Assessor-Collector, other than as set forth herein.

WITNESS my hand, this the _____ day of _____, 20 __.

RICK D. BARNES, TARRANT COUNTY TAX ASSESSOR-COLLECTOR

THE STATE OF TEXAS §
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COUNTY OF TARRANT §

Before me, Charlotte Sadler, Notary in and for Tarrant County, Texas, on this day personally appeared Wendy Burgess, Tarrant County Tax Assessor-Collector, known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Fort Worth, Texas, this _____ day of _____, 20 __.

Notary Public in and for Tarrant County, Texas

OATH OF OFFICE

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Signature of Deputy/Authorized Agent

SUBSCRIBED and sworn to before me this _____ day of _____, 20 __.

Notary Public in and for Tarrant County, Texas

MOTOR VEHICLE DEPUTATION (LIMITED)

RIA TX300022

THE STATE OF TEXAS §
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COUNTY OF TARRANT §

I, Rick D. Barnes, Tax Assessor-Collector of the County of Tarrant, and State of Texas, having full confidence in RIA Money Transfer of said County and State do hereby, with the approval of the Honorable Commissioners Court of Tarrant County, nominate and appoint the said RIA Money Transfer as a Limited-Service Deputy Tax Assessor-Collector. The Deputy Entity is authorized only to accept registration renewal cards provided by the Tarrant County Tax Assessor-Collector. This deputation does not authorize the Deputy Entity to prepare or accept an application for title transfer or perform any other act on behalf of the Tarrant County Tax Assessor-Collector, other than as set forth herein.

WITNESS my hand, this the _____ day of _____, 20 __.

RICK D. BARNES, TARRANT COUNTY TAX ASSESSOR-COLLECTOR

THE STATE OF TEXAS §
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COUNTY OF TARRANT §

Before me, Charlotte Sadler, Notary in and for Tarrant County, Texas, on this day personally appeared Wendy Burgess, Tarrant County Tax Assessor-Collector, known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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Signature of Deputy/Authorized Agent

SUBSCRIBED and sworn to before me this _____ day of _____, 20 __.

Notary Public in and for Tarrant County, Texas

MOTOR VEHICLE DEPUTATION (LIMITED)

RIA TX300023

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

I, Rick D. Barnes, Tax Assessor-Collector of the County of Tarrant, and State of Texas, having full confidence in RIA Money Transfer of said County and State do hereby, with the approval of the Honorable Commissioners Court of Tarrant County, nominate and appoint the said RIA Money Transfer as a Limited-Service Deputy Tax Assessor-Collector. The Deputy Entity is authorized only to accept registration renewal cards provided by the Tarrant County Tax Assessor-Collector. This deputation does not authorize the Deputy Entity to prepare or accept an application for title transfer or perform any other act on behalf of the Tarrant County Tax Assessor-Collector, other than as set forth herein.

WITNESS my hand, this the _____ day of _____, 20 __.

RICK D. BARNES, TARRANT COUNTY TAX ASSESSOR-COLLECTOR

THE STATE OF TEXAS §
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COUNTY OF TARRANT §

Before me, Charlotte Sadler, Notary in and for Tarrant County, Texas, on this day personally appeared Wendy Burgess, Tarrant County Tax Assessor-Collector, known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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Signature of Deputy/Authorized Agent

SUBSCRIBED and sworn to before me this _____ day of _____, 20 __.

Notary Public in and for Tarrant County, Texas

Store Name: RIA TX2060

List of approved personnel to process registrations and pick up supplies from Rick D. Barnes, Tarrant County Tax Assessor-Collector.

Deputized Liaison Signature: _____

Date: _____

Name:
Store Manager
Phone Number:
Email Address:
Name:
Office Manager
Phone Number:
Email Address:

Store Name: RIA TX2065

List of approved personnel to process registrations and pick up supplies from Rick D. Barnes, Tarrant County Tax Assessor-Collector.

Deputized Liaison Signature: _____

Date: _____

Name:
Store Manager
Phone Number:
Email Address:
Name:
Office Manager
Phone Number:
Email Address:

Store Name: RIA TX206801

List of approved personnel to process registrations and pick up supplies from Rick D. Barnes, Tarrant County Tax Assessor-Collector.

Deputized Liaison Signature: _____

Date: _____

Name:
Store Manager
Phone Number:
Email Address:
Name:
Office Manager
Phone Number:
Email Address:

Store Name: RIA TX300023

List of approved personnel to process registrations and pick up supplies from Rick D. Barnes, Tarrant County Tax Assessor-Collector.

Deputized Liaison Signature: _____

Date: _____

Name:
Store Manager
Phone Number:
Email Address:
Name:
Office Manager
Phone Number:
Email Address:

Store Name: RIA TX206807

List of approved personnel to process registrations and pick up supplies from from Rick D. Barnes, Tarrant County Tax Assessor-

Collector. Deputized Liaison Signature: _____

Date: _____

Name:
Store Manager
Phone Number:
Email Address:
Name:
Office Manager
Phone Number:
Email Address:

Store Name: RIA TX300019

List of approved personnel to process registrations and pick up supplies from from Rick D. Barnes, Tarrant County Tax Assessor-

Collector. Deputized Liaison Signature: _____

Date: _____

Name:
Store Manager
Phone Number:
Email Address:
Name:
Office Manager
Phone Number:
Email Address:

Store Name: RIA TX300020

List of approved personnel to process registrations and pick up supplies from from Rick D. Barnes, Tarrant County Tax Assessor-

Collector. Deputized Liaison Signature: _____

Date: _____

Name:
Store Manager
Phone Number:
Email Address:
Name:
Office Manager
Phone Number:
Email Address:

Store Name: RIA TX300021

List of approved personnel to process registrations and pick up supplies from from Rick D. Barnes, Tarrant County Tax Assessor-

Collector. Deputized Liaison Signature: _____

Date: _____

Name:
Store Manager
Phone Number:
Email Address:
Name:
Office Manager
Phone Number:
Email Address:

Store Name: RIA TX300022

List of approved personnel to process registrations and pick up supplies from from Rick D. Barnes, Tarrant County Tax Assessor-

Collector. Deputized Liaison Signature: _____

Date: _____

Name:
Store Manager
Phone Number:
Email Address:
Name:
Office Manager
Phone Number:
Email Address:

IN GOD WE TRUST

June 1, 2024

Dear PPPGV 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

PPPGV LP
DBA Porsche 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 PPPGV 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:

PPPGV LP
DBA Porsche Grapevine
1300 Texan Trail
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:

PPPGV LP
DBA Porsche Grapevine

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: Anna Smith
Anna Smith (Jan 27, 2025 11:57 CST)
Signature

Anna Smith
Printed Name

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Mar 18, 2025 22:17 CDT)
Rick D. Barnes
Tarrant County

Corporate Controller
Title

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Mar 18, 2025 16:24 CST)
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"

1300 Texan Trail Grapevine, TX 76051

IN GOD WE TRUST

June 1, 2024

Dear Asbury Fort Worth MB 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 Fort Worth MB LLC
DBA Park Place Motorcars 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 Asbury Fort Worth MB 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 Fort Worth MB LLC
DBA Park Place Motorcars Fort Worth
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.

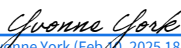
IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Asbury Fort Worth MB LLC
DBA Park Place Motorcars Fort Worth


By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: 
Yvonne York (Feb 26, 2025 18:03 EST)
Signature


Yvonne York
Printed Name

TAX ASSESSOR-COLLECTOR

By: 
Rick Barnes (Mar 18, 2025 22:17 CDT)
Rick D. Barnes
Tarrant County

Dealer Operations
Title

APPROVED AS TO FORM:

By: 
Katherine E. Owens (Mar 4, 2025 16:24 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 Asbury Arlington MB 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.

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MOTOR VEHICLE LICENSE AGREEMENT

Asbury Arlington MB LLC
DBA Park Place Motorcars Arlington

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RECITALS:

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Asbury Arlington MB LLC
DBA Park Place Motorcars Arlington
350 Phelps Dr
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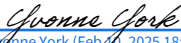
IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

Asbury Arlington MB LLC
DBA Park Place Motorcars Arlington


By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: 
Yvonne York (Feb 26, 2025 18:04 EST)
Signature


Yvonne York
Printed Name

TAX ASSESSOR-COLLECTOR

By: 
Rick Barnes (Mar 18, 2025 22:18 CDT)
Rick D. Barnes
Tarrant County

Dealer Operations
Title

APPROVED AS TO FORM:

By: 
Katherine E. Owens (Mar 4, 2025 16:25 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 Asbury Plano LEX 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.

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Tarrant County Tax Assessor-Collector

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MOTOR VEHICLE LICENSE AGREEMENT

Asbury Plano LEX LLC
DBA Park Place Lexus Grapevine

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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:

Asbury Plano LEX LLC
DBA Park Place Lexus Grapevine
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 Plano LEX LLC
DBA Park Place Lexus Grapevine

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: *Yvonne York*
Yvonne York (Feb 26, 2025 18:01 EST)
Signature

Yvonne York
Printed Name

TAX ASSESSOR-COLLECTOR

By: *Rick Barnes*
Rick Barnes (Mar 18, 2025 22:19 CDT)
Rick D. Barnes
Tarrant County

Dealer Operations
Title

APPROVED AS TO FORM:

By: *Katherine E. Owens*
Katherine E. Owens (Mar 4, 2025 16:25 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 Endtrust Automotive Services

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

Endtrust Automotive Services
DBA Novak Motors

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 Endtrust Automotive Services

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:

Endtrust Automotive Services
DBA Novak Motors
210 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:

Endtrust Automotive Services
DBA Novak Motors

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: DEANNA AGUILAR (Feb 3, 2025 11:29 CST)
Signature

DEANNA AGUILAR
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By: Rick Barnes (Mar 10, 2025 14:43 CDT)
Rick D. Barnes
Tarrant County

OFFICE MGR
Title

APPROVED AS TO FORM:

Katherine E. Owens
By: Katherine E. Owens (Mar 7, 2025 13:33 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"

210 Airport Fwy Bedford, TX 76022

IN GOD WE TRUST

June 1, 2024

Dear Saxet Equity Holdings Goldmound 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

Saxet Equity Holdings Goldmound Inc
DBA Norm Reeves 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 Saxet Equity Holdings Goldmound 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:

Saxet Equity Holdings Goldmound Inc
DBA Norm Reeves Honda
7551 NE Loop 820
N Richland Hills, TX 76180

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:

Saxet Equity Holdings Goldmound Inc
DBA Norm Reeves Honda

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: Veronica Sifuentes
Veronica Sifuentes (Jan 27, 2025 10:49 CST)

Signature

Veronica Sifuentes

Printed Name

Business Manager

Title

TAX ASSESSOR-COLLECTOR

By: Rick Barnes
Rick Barnes (Mar 18, 2025 22:19 CDT)
Rick D. Barnes
Tarrant County

APPROVED AS TO FORM:

By: Katherine E. Owens
Katherine E. Owens (Mar 4, 2025 16:25 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"

7551 NE Loop 820 North Richland Hills, TX 76180

IN GOD WE TRUST

June 1, 2024

Dear Moritz Chevrolet Ltd, Moritz Chrysler/Jeep Ltd, Moritz Imports Ltd
Moritz Imports II Ltd, Moritz Imports III 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

Moritz Chevrolet Ltd, Moritz Chrysler/Jeep Ltd, Moritz Imports Ltd, Moritz Imports II Ltd, Moritz Imports III 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 Moritz Chevrolet Ltd, Moritz Chrysler/Jeep Ltd, Moritz Imports Ltd, Moritz Imports II Ltd, Moritz Imports III 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:

Moritz Chevrolet Ltd, Moritz Chrysler/Jeep Ltd, Moritz Imports Ltd Moritz Imports II Ltd, Moritz Imports III Ltd
DBA Moritz Chevrolet, DBA Moritz Chrysler/Jeep/Dodge, DBA Moritz Kia, DBA Moritz Kia, DBA Moritz Kia
of Alliance
9101 Spur 580 W
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:

Moritz Chevrolet Ltd, Moritz Chrysler/Jeep Ltd, Moritz Imports Ltd, Moritz Imports II Ltd, Moritz Imports III Ltd

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

DBA Moritz Chevrolet, DBA Moritz Chrysler/Jeep/Dodge, DBA Moritz Kia, DBA Moritz Kia of Alliance

DOTTIE SIMMONS

By: DOTTIE SIMMONS (Jan 28, 2025 08:02 CST)

Signature

TAX ASSESSOR-COLLECTOR

DOTTIE SIMMONS

Printed Name

By: *Rick Barnes*
Rick D. Barnes
Tarrant County

CONTROLLER

Title

APPROVED AS TO FORM:

By: *Katherine E. Owens*
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"

9101 Spur 580 W, Fort Worth, TX 76116

IN GOD WE TRUST

June 1, 2024

Dear MBGV 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

MBGV LP
DBA Mercedes-Benz 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 MBGV 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:

MBGV LP
DBA Mercedes-Benz of Grapevine
1300 Texan Trail
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:

MBGV LP
DBA Mercedes-Benz of Grapevine

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

Anna Smith
By: Anna Smith (Jan 27, 2025 12:00 CST)
Signature

Anna Smith
Printed Name

TAX ASSESSOR-COLLECTOR

Rick Barnes
By Rick Barnes (Mar 18, 2025 22:20 CDT)
Rick D. Barnes
Tarrant County

Corporate Controller
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"

1300 Texan Trail Grapevine, TX 76051

IN GOD WE TRUST

June 1, 2024

Dear Fort Worth CJD, 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

Fort Worth CJD, LLC
DBA Meador Dodge Chrysler Jeep Ram

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 CJD, 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.
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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:

Fort Worth CJD, LLC
DBA Meador Dodge Chrysler Jeep Ram
9501 S Freeway
Fort Worth, TX 76140

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 CJD, LLC
DBA Meador Dodge Chrysler Jeep Ram

By: Separate Electronic Signature Page

Tim O'Hare
County Judge

By: *Cathryn Stratton*
Cathryn Stratton (Feb 3, 2025 11:36 CST)
Signature

Cathryn Stratton
Printed Name

TAX ASSESSOR-COLLECTOR

By: *Rick Barnes*
Rick Barnes (Mar 18, 2025 22:21 CDT)
Rick D. Barnes
Tarrant County

Controller
Title

APPROVED AS TO FORM:

Katherine E. Owens
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"

9501 S Freeway Fort Worth, TX 76140