



Chevrolet Avalanche Fan Club of North America Supporting Membership Distribution Application And Agreement

Instructions: Complete sections 1 through 4 of this agreement and sign section 5. Make a copy for your records and forward the signed original to the address or fax number below.

Mail to: CAFCNA, PO BOX 25449 Seattle, WA 98165 USA

Fax to: CAFCNA, Attention Dealership Relations, (941) 750-6297

1 DEALERSHIP INFORMATION

☐ **CAFCNA Member**

☐ **Nonmember**

Dealership Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

E-Mail Address: _____

Website Address: _____

Contact Name: _____

Telephone: _____ Fax: _____

E-Mail Address: _____

2 PAYMENT INFORMATION

Payable To: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Accounting Contact: _____

Telephone: _____ Fax: _____

E-Mail Address: _____

3 PROGRAMS

Please select the program(s) and option(s) you are applying for:

- ☐ CAFCNA Membership Sales at \$39.95 US, \$5 finders fee per completed and paid sign up
- ☐ CAFCNA Membership Distribution at \$29.95 US, reduced sign up fee for dealership distribution
- ☐ Please put us on the list to receive *Avalanche Zone*
- ☐ Please list our web address on your website

4 REFERRING PARTY

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

5 READ AND SIGN AGREEMENT

Dealership, for itself, its directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests, or contractors and their personal representatives, assigns, heirs and next of kin (herein referred to as "DEALERSHIP") hereby releases, waives, discharges and covenants not to sue the Chevy Avalanche Fan Club of North America, their directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests or contractors (herein referred to as "CAFCNA") and each of them, from all liability to DEALERSHIP for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property arising out of or relating to CAFCNA, whether caused by the negligence of the CAFCNA or otherwise.

CAFCNA will pay the DEALERSHIP once a quarter, with each quarter ending March 31, June 30, September 30, and December 31 for all fully paid memberships to the Chevrolet Avalanche Fan Club of North America as a Supporting Member received during each quarter. Payment is \$5.00, in US funds only, for each completed membership accompanied by a payment of \$39.95, in US funds only. DEALERSHIP agrees that the minimum amount of payment is \$50.00, in US funds, for the completed quarter. If owed finder fees do not reach the minimum the amount owed to the DEALERSHIP will be rolled over into the next quarter until such time that the minimum payment threshold is reached or exceeded.

DEALERSHIP agrees to collect, distribute, manage and report any related taxes, fees, duties, permits, tariffs or any other monies owed to any governmental agency for the sale and or distribution of Supporting Memberships at point of sale.

CAFCNA agrees to and grants permission to the DEALERSHIP to give Supporting Memberships to their patrons, guests, or invitees as part of any promotion, campaign, or premium as indicated in section three above. DEALERSHIP agrees that any Supporting Membership they give as a premium, gift, incentive, or through any other program will be accompanied by a payment to CAFCNA for \$29.95 for each Supporting Membership distributed. CAFCNA will not pay any finders fee, commission, rebate, or otherwise owe any funds for Supporting Memberships distributed as a premium, gift, or incentive at the reduced DEALERSHIP rate of \$29.95.

DEALERSHIP agrees to pay CAFCNA once every month by the 5th for all Supporting Memberships sold or distributed through the prior month period. CAFCNA agrees to release a membership card, decal, and welcome letter to the Supporting Member upon notification of a new membership. CAFCNA agrees to release all other materials to the Supporting Member when payment is received by the DEALERSHIP.

DEALERSHIP has the right to request an audit of their account once every calendar year. If irregularities are discovered in the audit CAFCNA will be responsible for reasonable and fair auditing fees, and will pay within thirty (30) calendar days any additional funds owed. If no irregularities are found, or if irregularities are found that benefit the DEALERSHIP, then the DEALERSHIP will be responsible for reasonable and fair auditing fees and if necessary will pay within thirty (30) calendar days any funds that were overpaid or improperly gained by DEALERSHIP.

DEALERSHIP and CAFCNA reserve the right to terminate this relationship at any time for any reason, including convenience. Termination of this agreement must be made in writing and must give thirty (30) days notice of intent to terminate. DEALERSHIP agrees to pay any monies still owed to CAFCNA even after termination. CAFCNA agrees to pay all monies owed to DEALERSHIP thirty (30) days after termination, even if monies owed do not exceed the \$50 minimum payment threshold.

We, the undersigned, do hereby agree to promote, offer, and/or distribute Supporting Memberships to CAFCNA. When executed by both parties to this agreement, this shall constitute a binding agreement between the parties wherein CAFCNA agrees to provide materials, support, and payment as outlined in Section Four (4) and the undersigned DEALERSHIP agrees to promote CAFCNA as more full described in Section Three (3) of this agreement. We understand that this agreement shall be legally binding between CAFCNA and the DEALERSHIP upon acceptance in writing by CAFCNA. We understand that any changes to this agreement must be made in writing. If one section of this agreement is found to be void, the rest of the agreement will still be in effect.

Authorized Signature: _____

Printed Name _____ Date _____