

}

Authorized Fleet Warranty Service Station Agreement

AGREEMENT, effective the 12th day of July by and between General Motors Company, Fleet and Commercial Operations – Service, hereinafter called "FCO", and:

a corporation

City of Orlando 1010 South Westmoreland Drive Orlando, Florida 32805

Hereinafter called "Fleet Operator".

WHEREAS, FCO is a consolidated operation for fleet service previously handled by Buick, Chevrolet, Cadillac, and GMC and is desirous of allowing Fleet Operator to perform warranty, special policy and campaign adjustments on Buick, Chevrolet, Cadillac, and GMC vehicles owned and/or leased and operated by Fleet Operator and regularly serviced at

1010 South Westmoreland Driv	ve Orlando	Florida	
(Address)	(City)	(State)	
Station"; and	vice facilities hereinafte	r called "Authorized Fleet Warranty Service	

WHEREAS, Fleet Operator is willing to perform such service at an Authorized Fleet Warranty Service Station on the following terms and conditions:

THEREFORE, IT IS MUTUALLY AGREED:

- 1. Fleet/Commercial Operations –FCO hereby authorizes Fleet Operator, at the Authorized Fleet Warranty Service Station, to perform warrantable adjustments on vehicles owned or leased and operated by Fleet Operator. Warrantable adjustments are defined as warranty repairs, special policy adjustments, goodwill policy adjustments and campaign adjustments approved by GM. Such adjustments shall be performed in accordance with the provisions of the GM Fleet Service Policies and Procedures Manual and applicable GM Service Bulletins.
- 2. Fleet Operator shall apply for repairs and adjustments performed by Fleet Operator under this Agreement and GM will reimburse Fleet Operator for such adjustments in accordance with current Fleet Service Policies and Procedures.
- 3. Reimbursement for labor: GM will reimburse Fleet Operator for the amount of time shown in the GM Labor Time Guide multiplied by the Fleet's approved warranty labor rate.
- 4. Fleet Operator agrees to use only genuine GM or General Motors approved Parts and Accessories in performing warrantable repairs paid for by GM.
- 5. Reimbursement for parts: GM will reimburse Fleet Operator in accordance with applicable provisions of the Fleet Service Policies and Procedures
- 6. FCO representatives will visit the Authorized Fleet Warranty Service Station on a regular basis and will extend every reasonable effort to assist in the proper handling of fleet maintenance requirements in general and of warranty claim processing in particular.
- 7. GM will offer general and specialized service courses from time to time to which Fleet Operator, based on the needs of Fleet Operator's service personnel, shall send members of Fleet Operator's service organization at Fleet Operator's expense.

- 8. Fleet Operator will provide a sufficient number of competent, trained service personnel at the Authorized Fleet Warranty service Station adequate to take care of the responsibilities of warranty, special policy and campaign adjustments to be performed by Fleet Operator.
- 9. Fleet Operator shall perform its responsibilities for service in a good workmanlike manner in accordance with such recommendations, specifications and instructions relating thereto as may be furnished to Fleet Operator by FCO in compliance with all government requirements and regulations.
- 10. Fleet Operator shall provide and maintain the Authorized Fleet Warranty Service Station, adequate in size and layout for service, to enable Fleet Operator to fulfill its responsibilities under this agreement.
- 11. Fleet Operator shall provide at the Authorized Fleet Warranty Service Station adequate service equipment and such special tools as may be necessary to enable Fleet Operator to fulfill its responsibilities for service under this Agreement.
- 12. Fleet Operator will establish and maintain a vehicle maintenance program acceptable to FCO including records of maintenance and warranty claims.
- 13. It is understood and agreed that Fleet Operator by reason of the execution of this Agreement is not granted any right to sell new GM motor vehicles or chassis. Fleet Operator is not granted any right to use any name, other trademark or service mark (including the distinctive outline or form thereof) owned by GM. Fleet Operator agrees not to use such name or trademark in or as a part of its trade name and that this Agreement is applied solely to the operation of the Authorized Fleet Warranty Service Station.
- 14. This Agreement shall continue in force and govern all relations of the parties hereto until terminated. Either party may terminate this written Agreement upon written notice to the other party, such termination to be effective thirty days after receipt of such notice by the other party.
- 15. This agreement is not valid until and unless it bears the signature or facsimile signature of General Manager and is countersigned by the Manager or Assistant Manager of Fleet/Commercial Service Support Operations, General Motors Company.
- 16. Fleet Operator agrees to provide GM Dealer Accounting with a viable account number to facilitate monthly open account transactions by utilizing an Electronic Funds Transfer process. If at any time the Fleet Operator's open account becomes invalid or cannot receive transactions the Fleet Operator will incur and remain responsible for a monthly check processing fee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first above written. Fleet/Commercial Operations City of Orlando Service Support Fleet Maintenance Division **General Motors Corporation** (Fleet Operator Firm name) Rhonda S. Ulmer, C.P.M., CPPO, FCCN, By: Director of Purchasing and Materials Edgar Pearce (Officer of Firm with title) Management Title: MANAGER FLEET SERVICE SUPPORT (Officer of Firm with title) (Address) Witness (If executed by a representative of Fleet Operator, title such as President, Partner, etc., must be indicated.) If Fleet Operator is a corporation, indicate State in which incorporated: APPROVED AS TO FORM AND LEGNARY. se and reliance of the

August 21