



7385 Willowbrook Road  
Victor, NY 14564  
585-742-0150  
585-742-0156 *fax*

***Vehicle Location Agreement***

THIS AGREEMENT is made the \_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_  
(Customer)

\_\_\_\_\_ residing at \_\_\_\_\_

and HARWOOD ENTERPRISES, LLC a domestic limited liability company residing at 7385 Willowbrook Rd,  
Victor, NY 14564.

\_\_\_\_\_ does hereby employ the professional services of Harwood Enterprises  
(Customer)

in order to locate a specific vehicle of choice according to the following description.

\_\_\_\_\_  
(Year) (Make) (Model) (Color Choices)

\_\_\_\_\_  
(Transmission)

\_\_\_\_\_  
(Special Options)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Harwood Enterprises agrees to employ its best efforts to locate a vehicle with the aforementioned criteria for

\_\_\_\_\_. Customer agrees to pay Harwood Enterprises a  
(Customer Name)

good faith retainer fee in the amount of \$500 to cover initial search and inspection expenses.

Once the vehicle is located, Harwood will provide the following information to the customer.

- Cost to purchase and transport the vehicle
- Digital photos
- Complete written Vehicle Inspection Report from a National Inspection Service
- Car Fax Report if applicable.
- Vehicle history and other relevant documentation.

If Harwood Enterprises locates a vehicle that is acceptable to the customer, customer agrees to forward the required funds to Harwood Enterprises. The funds will be placed in the Harwood Enterprises checking account and used to purchase said vehicle. Once said vehicle is delivered to Harwood Enterprises, a final checklist and inspection report will be done and arrangements for shipping the vehicle to the customer will be completed.

Once the vehicle is received by the customer, if for ANY reason the customer decides the car is unacceptable, Harwood Enterprises will take to car back and sell it for the customer without charge. Customer will pay transportation expenses.

It is understood that this agreement is valid for a 90 day period from \_\_\_\_\_ to \_\_\_\_\_ and may be renewed at the discretion of both parties subsequent to this period of time. If customer renews the agreement, an additional \$500 will be charged.

Customer hereby promises to defend, indemnify and hold harmless Harwood Enterprises, its employees, agents and affiliates from any and all demands, judgments, claims, including reasonable legal and all other expenses, actually incurred and paid, incident to any claim whether baseless or well founded by any third party in connection with any automobile located and accepted by customer, including without limitation any claim for taxes by any State of the United States, territory or political subdivision thereof. The indemnification language contained in this agreement shall survive the termination of this agreement. In the event formal litigation is required, the prevailing party shall be entitled to recover reasonable attorney fees and costs incurred. Any claim made that cannot be resolved shall be adjudicated by an arbitrator selected by the Harwood Enterprises. The Harwood Enterprises and the customer hereby waive their right to a trial in the matter and instead agree to binding arbitration through the chosen Arbitration firm. New York State law will apply and all claims will be venued and arbitrated in Rochester, NY. This agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes any prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendments of this agreement shall be binding unless it is executed in writing by each of the parties. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Customer \_\_\_\_\_ Day Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

\_\_\_\_\_  
(HARWOOD ENTERPRISES, LLC SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(CUSTOMER SIGNATURE)

\_\_\_\_\_  
(DATE)