

§

§

COUNTY OF FORT BEND

§

FORT BEND COUNTY DEALER DEPUTY AGREEMENT

This Dealer Deputy Agreement (“Agreement”) is made by and between _____ (“Dealer Deputy”) and Fort Bend County, Texas, a body corporate and politic duly and lawfully organized under the laws of the State of Texas, acting through the Fort Bend County Tax Assessor-Collector (“Tax Assessor-Collector”).

RECITALS

WHEREAS, §520.007 of the Texas Transportation Code grants the Fort Bend County Commissioners Court (hereinafter “Commissioners Court”) the authority to authorize the Tax Assessor-Collector) to appoint a deputy to register vehicles in the same manner and with the same authority as though done in the office of the Tax Assessor-Collector; and

WHEREAS, §520.0071 of the Texas Transportation Code authorizes Tax Assessor-Collector, with the approval of Commissioners Court, to deputize an individual or business entity to perform titling and registration services in accordance with Subchapter H of Chapter 217 of the Texas Administrative Code; and

WHEREAS, Commissioners Court has authorized the Tax Assessor-Collector to deputize individuals or business entities to act as an agent of the Tax Assessor-Collector to process title transfers, issue registration stickers, and license plates through the webDEALER application under the terms and conditions set forth in Agreements executed by the Tax Assessor-Collector.

WHEREAS, public convenience will be furthered by authorizing the Dealer Deputy to act as an agent of the Tax Assessor-Collector for the limited purpose of issuing motor vehicle titling and registration services in the same manner and with the same authority as done in the office of the Tax Assessor-Collector; and

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

ARTICLE I. DEFINITIONS

- A. The term “Dealer Deputy” shall mean a franchise dealer, rental car agency, or commercial fleet buyer who has been deputized by the Tax Assessor-Collector as a Dealer Deputy, pursuant to Texas Administrative Code Rule §217.166.

- B. The term “Dealer Deputy’s Representative” shall mean an employee of the Dealer Deputy that has been deputized by Tax Assessor-Collector to issue motor vehicle registration receipts and prepare or accept applications for title transfers.
- C. The term “Inventory” shall mean title application/motor vehicle sales tax receipts, registration sticker paper and license plates.
- D. The term “TxDMV” shall mean the Texas Department of Motor Vehicles or its successor agency which is responsible for the TxDMV webDEALER application.
- E. The term “webDEALER” shall mean the TxDMV web-based application that provides real-time registration and titling functions to Dealer Deputies.

ARTICLE II. COVENANTS

A. Tax Assessor-Collector Rights and Obligations:

1. Upon completion of the requirements of the Tax Assessor-Collector and the TxDMV, the Tax Assessor-Collector will provide detailed instructions for setting up a webDEALER account for the Dealer Deputy. Should TxDMV and/or the Tax Assessor-Collector amend their requirements, the Tax Assessor-Collector will provide the amendments to the Dealer Deputy.
2. The Tax Assessor-Collector, upon the recommendation of Dealer Deputy but at the Tax Assessor’s sole discretion, shall deputize one or more the Dealer Deputy’s Representatives, to issue motor vehicle registration receipts and prepare or accept applications for title transfers.
3. The Tax Assessor-Collector shall provide the Dealer Deputy Representatives with all necessary training on the proper use of the webDEALER application and written copies of all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer Deputy.
4. Tax Assessor-Collector shall make available for pick up by the Dealer Deputy’s Representative, the Inventory necessary for the Dealer Deputy Representative to perform his or her duties in accordance with Tax Assessor-Collector policies and procedures. Notwithstanding the foregoing, in no case shall the Tax Assessor-Collector issue to the Dealer Deputy any number of Inventory when such issuance will cause the Dealer Deputy’s outstanding Inventory to exceed the amount authorized under this Agreement. Under no circumstance will the Dealer Deputy keep the Inventory at any location other than the place(s) of business as reflected on the Bonding Requirements for Dealer Deputies in the form of the document attached hereto as Exhibit “A”.
 - a) The Tax Assessor-Collector may reassess quantity of inventory available to Dealer Deputy at any time.

- b) Any changes to Inventory quantities available to Dealer Deputy will be at the sole discretion of the Tax Assessor-Collector.
 - c) The Bonding Requirements for Dealer Deputies with current Inventory quantities and Bond amounts must be kept on file with Tax Assessor-Collector at all times.
5. The Tax Assessor-Collector agrees to not furnish any Inventory for the account of the Dealer Deputy in any manner other than directly to the Dealer Deputy's Representative.
6. The Tax Assessor-Collector hereby approves the charge by the Dealer Deputy to customers of a fee up to the maximum amount authorized for each motor vehicle title transaction processed by the Deputy Dealer, pursuant to Texas Administrative Code Rule §217.168(b)(2), as may be amended.

B. Dealer Deputy Rights and Obligations:

1. Dealer Deputy shall submit the names of one or more employees of Dealer Deputy recommended by Dealer Deputy to serve as Dealer Deputy's Representatives and have access to the webDEALER application and/or Inventory under the Dealer Deputy's deputation. The determination of whether or not to deputize a recommended employee as a Dealer Deputy's Representative is at the sole discretion of Tax Assessor-Collector.
- a) Dealer Deputy shall be responsible for all acts of the Dealer Deputy's Representative(s).
 - b) Dealer Deputy agrees to ensure that only a Dealer Deputy's Representative issues motor vehicle registration receipts and accepts applications for title transfers; and not allow any of its officers, agents or employees to participate in any manner in the handling or issuance of Inventory until such officer, agent or employee has been approved by the Tax Assessor-Collector and designated as a Dealer Deputy's Representative.
2. Dealer Deputy shall furnish and maintain surety bond covering Inventory provided by Tax Assessor-Collector for each business location in an amount not less than the amount set forth on the Bonding Requirements for Dealer Deputies (the "Bonds"). If the Dealer Deputy should open additional outlets or facilities during this Agreement, a new fully executed bond shall be required for each new location. The Bonds shall be issued by a surety company or financial institution acceptable to the Tax Assessor-Collector and they shall name the Fort Bend County Tax-Assessor Collector as an obligee on said Bonds.
- a) Dealer Deputy shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.
 - b) The Bonds shall be in the form attached hereto as Exhibit "B" and they shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the Bond) authorizing the attorney in fact who signs the Bonds to commit the company to the

terms of the Bonds, and stating any limit in the amount for which the attorney can issue a single bond.

- c) The Bonds shall remain in full force and effect during the term of this Agreement or any extensions thereof and, if any of the Bonds should expire or otherwise be terminated during such time, the Dealer Deputy shall either renew the Bond or obtain a new bond prior to the bond's expiration or termination. **IF FOR ANY REASON THE BONDS ARE NOT HONORED BY THE SURETY OR IF THE DEALER DEPUTY FAILS TO EITHER RENEW THE BONDS OR OBTAIN A NEW BOND PRIOR TO ITS EXPIRATION OR TERMINATION, THE DEALER DEPUTY SHALL FULLY INDEMNIFY AND HOLD THE TAX ASSESSOR-COLLECTOR AND THE COUNTY HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.**
 - d) Upon posting the Bonds, the Dealer Deputy shall receive not more than the amount of Inventory set forth under the Bonding Requirements for Dealer Deputies.
3. Dealer Deputy shall furnish and maintain a Letter of Guarantee made payable to the Tax Assessor-Collector in an amount acceptable to the Tax Assessor-Collector. The Letter of Guarantee shall be conditioned upon the fulfillment of ACH payments initiated by Dealer Deputy pursuant to subsection B. 7. below. Dealer Deputy shall notify the Tax Assessor-Collector immediately of any change in information relating to the Letter of Guarantee, including, but not limited to: loss of Letter of Guarantee, change of information relating to the issuer of the Letter of Guarantee, or any change in terms that will affect the Tax Assessor-Collector. The Letter of Guarantee shall be in the form attached hereto as Exhibit "C".
4. Upon receiving Inventory from the Tax Assessor-Collector, the Dealer Deputy agrees to verify that such Inventory corresponds with the invoice provided. In the event of any discrepancies between the Inventory received and the Inventory listed on the invoice, the Dealer Deputy shall immediately report such discrepancy to the Tax Assessor-Collector.
5. Dealer Deputy shall collect motor vehicle sales taxes from vehicle purchasers and remit such funds to a Dealer Deputy's Representative or the Tax Assessor-Collector as provided under this Agreement.
6. Dealer Deputy shall remit motor vehicle registration fees to a Dealer Deputy's Representative or the Tax Assessor-Collector as provided under this Agreement.
7. Dealer Deputy shall submit an ACH payment to the Tax Assessor-Collector for the total daily approved transactions, including the full amount of Inventory and fees due each day through the webDEALER application.
- a) Personal checks will not be accepted by the Tax Assessor-Collector as payment.
 - b) Dealer Deputy may accept personal checks for the payment of fees and Inventory; provided, however, Dealer Deputy assumes all risk associated with accepting such form of payment. Dealer Deputy shall remain obligated to pay the Tax Assessor-

Collector for all Inventory issued and all fees that Dealer Deputy was required to collect whether or not such amounts were, in fact, collected by Dealer Deputy.

- c) If the Dealer Deputy fails to pay the Tax Assessor-Collector within seven (7) business days from the date that payment is due, the Tax Assessor-Collector may, in addition to seeking any other remedies available hereunder or under the law, suspend this Agreement and not issue any additional Inventory until such time that all sums owed are paid.
 - d) Should any ACH payment initiated by Dealer Deputy fail to complete due to financial institution reversal, insufficient funds or any other reason, the Tax Assessor-Collector shall have the right to access funds in the amount of the failed ACH payment through Letter of Guarantee provided by Dealer Deputy.
8. Dealer Deputy shall submit daily reports regarding the total daily approved transactions submitted pursuant to the preceding subsection, and submit any voided or reprinted stickers to the Tax Assessor Collector on a weekly basis.
- a) The Dealer Deputy's Representative must have an Authorization Letter in the form attached hereto as Exhibit "D" filed with the Tax Assessor-Collector before signing for invoiced Inventory.
 - b) If a detailed daily report is not submitted by the Dealer Deputy for a period of ten (10) consecutive business days, all Inventory must be surrendered to the Tax Assessor-Collector.
 - c) The Dealer Deputy agrees to assure that any report which is not in order and which does not balance or conform to the requirements of the Tax Assessor-Collector will be returned to the Dealer Deputy, in its entirety, for correction or clarification before it can be remitted.
 - d) The Dealer Deputy agrees to be responsible for any shortages in fees.
 - e) The Dealer Deputy agrees to use and report all Inventory in numerical sequence and return all unused or damaged Inventory to the Tax Assessor-Collector in five (5) business days
 - f) The Dealer Deputy will have up to five (5) business days to research and rectify any discrepancies that appear in any report required hereunder and to locate any missing or unaccounted for Inventory.
9. Dealer Deputy shall provide an insurable fire-proof safe at its place of business to maintain Fees and Inventory. The safe shall be sufficient in size to accommodate funds collected for sales tax, title and license fees and all unused Inventory, and remain under the direct and exclusive care, custody, and control of a Dealer Deputy's Representative.
10. Dealer Deputy shall notify Tax Assessor-Collector in writing within twenty-four (24) hours after a Dealer Deputy's Representative ceases to have approval of Dealer Deputy to access the forms, webDEALER application, and/or Inventory; has ceased employment with Dealer Deputy; or when a Dealer Deputy's Representative is unable or refuses to perform the duties of a Dealer Deputy's Representative. The Dealer Deputy

and/or the Dealer Deputy's Representative must file the new employee deputy authorization form and bond with the Tax Assessor-Collector before transactions may be processed by a new employee seeking to become a Dealer Deputy's Representative. The Dealer Deputy acknowledges that the Tax Assessor-Collector's records must be kept current at all times during this Agreement and the bonding company must be immediately advised of any changes that may arise during this Agreement.

11. Dealer Deputy shall follow any and all other rules and procedures prescribed from time to time by Tax Assessor-Collector.

12. Dealer Deputy shall provide written notice to Tax Assessor-Collector of Dealer Deputy's intent to undergo a change of ownership at least thirty (30) days prior to the date of the change. Dealer Deputy may not assign or transfer its interest in or obligations under this Agreement without the prior written consent of the Tax Assessor-Collector.

- a) In the event that the Tax Assessor-Collector consents to the Dealer Deputy's assignment or transfer of interest, the Dealer Deputy's successor or assignee shall be required to execute a new agreement.
- b) Furthermore, in the event that the Tax Assessor-Collector consents to the Dealer Deputy's assignment or transfer of interest, an audit of any Inventory on hand shall be conducted and a final closing report shall be created and submitted by the Dealer Deputy to the Tax Assessor-Collector.

13. The Dealer Deputy shall be subject to audit by the Fort Bend County Tax Assessor-Collector, the Fort Bend County Auditor, the Texas Department of Motor Vehicles, the Comptroller of the State of Texas, and/or any Certified Public Accountant designated by any one or more of the same, at any time during normal business hours of the Dealer Deputy without prior notification, or at any other time or place in Fort Bend County, Texas, upon twenty-four (24) hours notification. If the audit is to be conducted at any place other than the place(s) of business of the Dealer Deputy, as designated in the Bonding Requirements for Dealer Deputies, the Dealer Deputy's Representative shall be present and shall make available, at the place of the audit, all Inventory, reports, forms and/or any other information and documentation required by the above referenced offices and entities.

- a) The Dealer Deputy shall provide the authorized representatives of the Fort Bend County Tax Assessor-Collector, the Texas Department of Motor Vehicles, the Fort Bend County Auditor's Office and/or the County's outside audit firm, when necessary, access to the area wherein the Inventory is stored and sold, and provide the necessary assistance requested in auditing the Inventory.
- b) In the event that any audit or report of the Dealer Deputy discloses that any Inventory or funds are missing or are otherwise unaccounted for, the Tax Assessor-Collector shall be entitled to collect on the Bonds for payment and apply the proceeds there from against the actual damages incurred by the Tax Assessor-Collector or any of its agents, employees, or public officials. In the event that this Agreement is terminated by the Tax Assessor-Collector for breach by the Dealer Deputy and the Dealer Deputy fails to return all Inventory or funds within the time allowed herein, the Tax Assessor-Collector shall be entitled to retain the entire

proceeds of the Bonds as liquidated damages in addition to availing itself of any other remedies available hereunder or under the law.

14. The Dealer Deputy may charge the customer a fee up to the maximum amount authorized for each motor vehicle title transaction processed by the Deputy Dealer, as approved herein by the Tax Assessor-Collector, pursuant to Texas Administrative Code Rule §217.168(b)(2), as may be amended.

C. Dealer Deputy's Representative's Obligations:

1. Dealer Deputy's Representatives who handle license and title work must be deputized by the Tax Assessor-Collector.

2. Dealer Deputy acknowledges and agrees that although the Dealer Deputy's Representative may be an employee of Dealer Deputy, the Dealer Deputy's Representative has taken an oath of office and therefore:

- a) A Dealer Deputy's Representative must comply with all Tax Assessor-Collector policies and procedures with regards to the issuance of motor vehicle registration receipts, the preparation or acceptance of applications for title transfers, and the collection and delivery of all applicable taxes and fees from Dealer Deputy.
- b) A Dealer Deputy's Representative must accept any application for registration, registration renewal, or title transfer that the Tax Assessor-Collector may accept.
- c) An individual's authority to act as a Dealer Deputy's Representative may be terminated immediately at the sole discretion of the Tax Assessor-Collector.

3. Each Dealer Deputy's Representative shall furnish and maintain a bond made payable to the Tax Assessor-Collector in the amount of \$25,000.00 each prior to the issuing of any receipts or license plates. The bond shall be in the form attached hereto as Exhibit "B", conditioned on the Dealer Deputy's Representative's proper accounting and remittance of all fees the person collects. Dealer Deputy and/or Dealer Deputy's Representative shall notify the Tax Assessor-Collector immediately of any change in information relating to the bond, including, but not limited to: loss of bond, change of information relating to the bonding company, or any change in bond terms that will affect the County.

4. Dealer Deputy's Representatives are responsible for scanning title transaction documentation as instructed by State of Texas specifications.

5. Dealer Deputy's Representatives may either email or fax signed requests for additional Inventory to the Tax Assessor-Collector's title clerk.

6. Dealer Deputy's Representatives are responsible for all forms being aligned in printers correctly, and all information must be readable for review and state microfilming.

ARTICLE III. TERM AND TERMINATION OF AGREEMENT

- A. Term. The term of this Agreement shall commence upon the Tax Assessor-Collector's receipt of both a fully executed original copy of this Agreement and the fully executed Bonds and Letter of Guarantee (the fully executed Bonds shall be accompanied by a Valid Power-of-Attorney issued by the surety company and attached, signed and sealed with the corporate embossed seal to the Bonds authorizing the attorney in fact who signs the Bonds to commit the company to the terms of the Bonds, and stating any limit in the amount for which the attorney can issue a single bond); and shall continue thereafter in full force and effect for one (1) year, renewing automatically for successive one (1) year terms until terminated by either party in accordance with the terms hereof.
- B. Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon ten (10) business day's written notice to the other party. Within seven (7) business days after the date of termination, the Dealer Deputy shall return to the Tax Assessor-Collector all outstanding Inventory and full payment of all fees owed to the Tax Assessor-Collector and a final report.
- C. Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.
1. Termination due to Dealer Deputy's Breach. Upon termination of this Agreement by the Tax Assessor-Collector for breach by Dealer Deputy, the Dealer Deputy shall, at Dealer Deputy's sole expense and within 24 hours after Dealer Deputy's receipt of the Tax Assessor-Collector's notice of termination, return to the Tax Assessor-Collector all outstanding Inventory and full payment of all fees owed to the Tax Assessor-Collector, along with a final report.
 2. Termination due to Tax Assessor-Collector's Breach. Upon termination of this Agreement by the Dealer Deputy for breach by Tax Assessor-Collector, the Tax Assessor-Collector shall be obligated to pick up, at the sole expense of the Tax Assessor-Collector, all Inventory and all fees owed to the Tax Assessor-Collector

within 24 hours after the Tax Assessor-Collector's receipt of the Dealer Deputy's notice of termination.

- D. Automatic Termination. This Agreement shall terminate automatically upon the occurrence of the commencement of a voluntary or involuntary bankruptcy by Dealer Deputy.

ARTICLE IV. MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Fort Bend County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, this Agreement and any disputes arising from or related to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

B. Reclamation of Inventory and Equipment. It is hereby acknowledged by Dealer Deputy that the Tax Assessor-Collector shall have the right to reclaim the Inventory at any time during the term of this Agreement.

C. Dealer Deputy's Breach. No breach by the Dealer Deputy shall be considered an insubstantial or immaterial breach. Furthermore, a breach of any obligation to be performed by the Dealer Deputy hereunder shall constitute a material breach of this Agreement and shall give the Tax Assessor-Collector the right to immediately terminate this Agreement, as set forth hereinabove, and, in addition to such termination right, the right to avail itself of any other remedies available hereunder or under the law.

D. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

E. Independent Contractor. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party shall have the authority to act as agent for, or on behalf of, the others, or to represent or bind the other in any manner.

F. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

G. Successors and Assigns. County and Dealer Deputy bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

H. Notices. Each party giving any notice or making any request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

1. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Tax Assessor-Collector
1317 Eugene Heimann Circle
Richmond, Texas 77469

Dealer Deputy: _____

2. A Notice is effective only if the party giving or making the Notice has complied with this Section and if the addressee has received the Notice. A Notice is deemed received as follows:
 - a) If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - b) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

I. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

J. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Fort Bend County, the Tax-Assessor Collector and their past or present officers, employees or agents, nor to create any legal rights or

claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

M. Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

N. **INDEMNIFICATION.** DEALER DEPUTY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS FORT BEND COUNTY AND THE FORT BEND COUNTY TAX ASSESSOR-COLLECTOR AND THEIR OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF DEALER DEPUTY OR ANY OF ITS EMPLOYEES AND/OR ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT.

O. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement.

P. Certain State Law Requirements for Contracts.

1. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Dealer Deputy verifies Dealer Deputy does not boycott Israel and will not boycott Israel during the term of this Agreement.
2. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Dealer Deputy represents pursuant to Section 2252.152 of the Texas Government Code, that Dealer Deputy is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Executed this _____ day of _____, 20____

FORT BEND COUNTY TAX ASSESSOR-COLLECTOR:

Patsy Schultz, PCC

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public, State of Texas

DEALER DEPUTY:

Name of Dealer Deputy:

Address:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public, State of Texas

EXHIBIT “A”

BONDING REQUIREMENTS FOR DEALER DEPUTIES

Dealer Deputy First Business Location:

Name of Dealer Deputy's Business: _____

The bond amounts shall become effective upon effective access to the webDEALER application. We will be advising our insurance company (whom you endorsed on our broad form money and security policy) to make changes to the coverage amounts that we carry on our Dealer Deputies.

Dealer Deputy Inventory Bond Amount: Inventory Limit:

\$100,000	50-Passenger Plates or 2 boxes 1 packet of Paper	<input type="checkbox"/>
\$200,000	100-Passenger Plates or 4 boxes 1 packets of Paper	<input type="checkbox"/>
\$300,000	150-Passenger Plates or 6 boxes 2 packets of Paper	<input type="checkbox"/>
\$400,000	200-Passenger Plates or 8 boxes 2packets of Paper	<input type="checkbox"/>
For each additional \$100,000	50 additional-Passenger Plates or 2 additional boxes and 1 additional packet of Paper	<input type="checkbox"/>

Date: _____

Dealer Deputy: _____

P# _____

Requested by: _____

EXHIBIT "B"

SURETY AND FIDELITY BOND Dealer Deputy Agreement

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF FORT BEND

That we, _____ as Principal, and _____ as Surety, are held and firmly bound unto Patsy Schultz, PCC, Fort Bend County Tax Assessor-Collector, and to her successors in office, in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, our executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden principal has executed as Dealer Deputy that one certain Fort Bend County Tax Assessor-Collector Dealer Deputy Agreement dated the _____ day of _____, 20____.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT, IF THE ABOVE bounden Principal shall well and faithfully perform its obligation pursuant to said Fort Bend County Tax Assessor Collector Dealer Deputy Agreement, then this obligation shall be null and void; otherwise to remain in full force and affect.

This obligation shall extend for a period of one year from the date hereof.

Executed on the _____ day of _____, 20____

(Typed name of principal)

By: _____
(Typed name of signatory)

(Title of signatory)

By: _____
(Typed name of Surety)

(Typed name of signatory)

(Title of signatory)

Acknowledgement by Principal if Individual or Partner

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the county and state foresaid, do hereby certify that _____ (Name of Individual or Partner Principal) whose name is signed to the foregoing writing has this day acknowledged the same before me in my said county. Given under my hand this _____ day of _____, 20____.

(Notary Seal)

Signature of Notary Public

My commission expires on the _____ day of _____, 20____.

Acknowledgement by Principal if Corporation

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the county and state foresaid, do hereby certify that _____ (Name of Corporate Officer), who as _____ (Title/Office), signed the foregoing writing for _____ (Name of Principal), a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation. Given under my hand this _____ day of _____, 20____.

(Notary Seal)

Signature of Notary Public

My commission expires on the _____ day of _____, 20____.

Acknowledgement by Surety

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the county and state foresaid, do hereby certify that _____ (Name of Corporate Officer with Power of Attorney) (**see instructions below**) who as _____ (Title/Office), signed the foregoing writing for _____ (Name of Surety), a corporation, has this day, in my said county, before me, acknowledged the said writing. Given under my hand this _____ day of _____, 20____.

(Notary Seal)

Signature of Notary Public

My commission expires on the _____ day of _____, 20____.

POWER OF ATTORNEY INSTRUCTIONS FOR SURETY

Certificate of Power of Attorney for Surety must be attached to this form and it must show that it was in full force and effect on bearing date (execution) indicated on the face of the bond. The raised corporate seal must also be affixed to the Power of Attorney.

- 1. Name of attorney in fact must be listed.**
 - 2. Power of Attorney may not exceed imposed limitations.**
 - 3. Certificate date, preferably the bearing date of bond, but not earlier than bearing date, must be entered.**
 - 4. Signature of authorizing official must be affixed to power of attorney.**
 - 5. Raised seal must be affixed to power of attorney.**
-

EXHIBIT "C"

LETTER OF GUARANTEE Dealer Deputy Agreement

Fort Bend County Tax Assessor-Collector Patsy Schultz, PCC
or her successors in office
Richmond, Texas 77469

Irrevocable
Letter of Guarantee
No.
Date

Gentlemen:

We hereby establish our Irrevocable Letter of Guarantee in your favor for the account of (*Principal*) _____, whose (*street address/phone*) is _____, for a sum or sums, not to exceed in the aggregate, the amount of _____ Dollars (\$ _____), in U. S. Dollars, available by your draft at sight drawn on us, to be accompanied by an affidavit from Fort Bend County Tax Assessor-Collector Patsy Schultz, or her successors in office, stating one of the following:

1. "The undersigned, Fort Bend County Tax Assessor-Collector, or her successors in office, hereby certifies to (*Bank*) _____, as the issuer of Letter of Guarantee No. _____ dated, _____, in the amount of (\$ _____), that (*Principal*) _____ has remitted an ACH payment pursuant to a Dealer Deputy Agreement that failed result in final payment, and by virtue of such failure, Beneficiary is entitled to receive funds in the amount of Dollars (\$ _____).

2. "The undersigned, Fort Bend County Tax Assessor-Collector Patsy Schultz, or her successors in office, hereby certifies to _____ as the issuer of Letter of Guarantee No. _____, dated _____, in the amount of (\$ _____), _____ that _____ has delivered notice of intent to not automatically renew Letter of Guarantee No. _____ for a period no less than one year from the present expiration date and, by virtue of said delivery and notification, beneficiary is entitled to receive funds equal in amount to the undrawn balance of this Letter of Guarantee, such amount being _____ Dollars (\$ _____)".

It is the condition of this Letter of Guarantee that it shall be automatically renewed for a period no less than one year from the present or each future expiration date, unless at least 30 days prior to such date we, the Issuer, shall notify Fort Bend County Tax Assessor-Collector or her successor in office, that we elect not to renew this Letter of Guarantee for such additional periods.

Partial drawings on this Letter of Guarantee are permitted.

Notwithstanding any reference in this Letter of Guarantee to other documents, instruments or agreements, or references in such other documents, instruments or agreements to this Letter of Guarantee, this Letter of Guarantee contains the entire agreement among the account party, beneficiary and the issuer hereunder relating to the obligations of the issuer hereunder.

Any draft drawn under this Letter of Guarantee must be marked "Drawn under Letter of Guarantee No. _____ dated _____, 20____ issued by (Bank) _____. All drafts drawn under and in compliance with the terms of this Letter of Guarantee will be duly honored by us on due presentation at our counters on or before _____, _____ 20____., or on or before the expiration date of any subsequent renewal period.

Issuing Organization

By: _____

Name: _____

Title: _____

EXHIBIT “D”

DEALER DEPUTY’S REPRESENTATIVE AUTHORIZATION LETTER DEALER DEPUTY AGREEMENT

To: Fort Bend County Tax Assessor-Collector
Dealer Deputy Report Section

Date: _____

This letter will serve as authorization for the below listed individual(s) to pick up inventory for:

This letter supersedes any previous authorization.

Name

Signature

I acknowledge the information above is current and factual to best of my knowledge.

Management approval signature: _____

Printed Name: _____

Title: _____

EXHIBIT "E"

MOTOR VEHICLE DEPUTATION

STATE OF TEXAS

S

COUNTY OF FORT BEND

ss

ss

I, Patsy Schultz, PCC, Tax Assessor-Collector of the County of Fort Bend and State of Texas, having full confidence in _____(employer) of said County and State do hereby, with the approval of the Honorable Commissioners Court of Fort Bend County, nominate and appoint the said _____(employer) as a Limited-Service Deputy Tax Assessor-Collector. The Deputy Entity is authorized to process title transfers, issue registration stickers, and issue license plates through the webDEALER application. This deputation does not authorize the Deputy Entity to perform any other act on behalf of the Fort Bend County Tax Assessor-Collector, other than as set forth herein.

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

Fort Bend County Assessor-Collector of Taxes

STATE OF TEXAS

ss

COUNTY OF FORT BEND

ss

S

Before me, this undersigned authority, in and for Fort Bend County, Texas, on this day personally appeared Patsy Schultz, PCC, Assessor-Collector of Taxes known to me to be the person whose name is subscribed to the foregoing deputation and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

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

Notary Public in and for Fort Bend County, Texas

OATH OF OFFICE

I, _____ (employee), on behalf of _____ (employer) do solemnly swear (or affirm) that the _____ (employer) (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 Fort Bend 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 Fort Bend County, Texas