



# AUTOGEM

## AutoGem Client Agreement

Client Name: \_\_\_\_\_

Email/Phone: \_\_\_\_\_

Date: \_\_\_\_\_

### 1. Service Description

AutoGem, LLC ("AutoGem") is a vehicle deal consulting and negotiation service. AutoGem is not a vehicle dealer, does not hold inventory, and does not take possession or title of any vehicle. We assist clients by sourcing and presenting car lease, finance, or cash deal options from licensed dealerships.

### 2. Scope of Work

AutoGem agrees to perform the following services:

- Collect the client's vehicle preferences and requirements.
- Source pre-negotiated deals from one or more dealerships.
- Present deal options to the client including pricing and terms.
- Facilitate introductions between the client and dealership upon client approval.

AutoGem's services do NOT include:

- Vehicle delivery, financing, or insurance.
- Post-deal support, maintenance, or warranty assistance.
- Price negotiation with dealerships after deal presentation.
- Handling of legal paperwork or DMV filings.

### 3. Limitations of Service

AutoGem serves only as an intermediary and advisor. All vehicle purchase or lease agreements are conducted directly between the client and the dealership. AutoGem is not responsible for changes in dealership pricing, availability, or decisions. AutoGem does not sell or lease vehicles directly and is not a party to any transaction between the client and the dealership. AutoGem does not take possession, inspect, or deliver any vehicles and assumes no responsibility for the condition, quality, performance, or compliance of the vehicle. The client acknowledges that all post-sale concerns, including defects, damages, recalls, title issues, and warranty disputes, must be resolved directly with the selling dealership.



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## 4. Fees and Payments

The client agrees to pay a non-refundable service fee equal to 1% of the MSRP (Manufacturer's Suggested Retail Price) of the chosen vehicle, unless otherwise specified below:

Alternative Agreed Fee (if applicable): \_\_\_\_\_

Deal Reference Code: \_\_\_\_\_

Vehicle Make/Model/Trim: \_\_\_\_\_

Vehicle MSRP: \$ \_\_\_\_\_

Color Agreed Upon: \_\_\_\_\_

Agreed Service Fee Amount: \$ \_\_\_\_\_

Payment is due before full deal details are disclosed. Upon payment, AutoGem will release the specific vehicle's VIN, dealership information, and an estimated final price breakdown, including an approximation of state taxes and fees. Exact amounts may vary based on dealer processing, registration, and location.

Pricing and availability may change based on market conditions, dealer inventory, and manufacturer incentives. AutoGem is not responsible for any changes after the deal presentation. All quoted pricing is valid through the end of the month in which it is provided, unless otherwise stated.

## 5. Refund Policy

By signing or acknowledging this agreement, the client understands and agrees that:

- This fee is non-refundable once paid, regardless of whether the client chooses to proceed with the deal.
- A refund will only be considered if the dealership is unable to provide the vehicle and pricing terms negotiated and presented by AutoGem on the client's behalf.
- A change of mind, delays in personal financing, or securing a vehicle through other means do not qualify for a refund.
- Refunds will not be issued due to a change in client preference for vehicle color. AutoGem will attempt to accommodate requested color changes; however, if the requested color is unavailable within AutoGem's dealer network, the original agreed-upon deal remains in effect. The client understands that changing the vehicle color may result in a different vehicle being offered, and the final pricing may vary based on availability and market conditions. AutoGem is not responsible for pricing differences resulting from such changes.

## 6. Client Responsibilities

To enable AutoGem to perform the agreed services, the client agrees to:

- Provide accurate and complete vehicle requirements.



- Respond promptly to communications from AutoGem.
- Proceed directly with the dealership for all post-deal discussions and paperwork.
- Not bypass AutoGem to work with presented dealers independently before the deal process concludes.
- The client is responsible for arranging pickup of the vehicle from a dealership located in the region specified by AutoGem. The general pickup region will be shared prior to payment; however, the exact dealership location and VIN will only be disclosed after the full service fee is paid. AutoGem is not responsible for vehicle delivery, shipping coordination, or transportation arrangements.

## **7. Termination**

AutoGem reserves the right to terminate this agreement without refund in cases where:

- The client provides false or misleading information.
- The client fails to respond to communications for more than 7 business days.
- Market conditions change substantially and no longer support the agreed vehicle deal parameters.
- The client violates any terms outlined in this agreement.

## **8. Disclaimer**

AutoGem makes no guarantees regarding specific vehicle availability, dealer pricing, or financing terms. All services are offered in good faith based on current market and dealership information. AutoGem is not liable for any decisions made by dealerships or changes after deal presentation.

## **9. Acknowledgment**

By submitting the payment and/or responding "I agree" via email/text, the client confirms that they:

- Understand this is a service fee, not a vehicle down payment.
- Acknowledge and accept the no-refund policy.
- Agree to the terms outlined in this agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

OR

Text/Email Acknowledgment:

"I agree to AutoGem's terms and non-refundable deposit policy. – [Client Full Name], [Date]"