

MOTOR VEHICLE LICENSE AGREEMENT

CarMax Auto Superstores Inc

(DEALER)

THIS AGREEMENT is entered on this 1st day of September 2023 by and between the County of Tarrant, a duly and lawfully organized County of the State of Texas ("County"), the Tarrant County Tax Assessor-Collector and

CarMax Auto Superstores Inc

("Dealer").

RECITALS:

WHEREAS, public convenience will be furthered by authorizing Dealer to issue motor vehicle registrations at its place of business listed on the attached Exhibit "A"; and

WHEREAS, Dealer has requested County to provide Dealer with access to Tarrant County as a processing County within WebDealer for motor vehicle titles and registration;

AGREEMENT:

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

1. County agrees to provide Dealer with access to Tarrant County as a processing County within WebDealer and supplies for motor vehicle registration. Dealer will be given at least 30 days advance notice of a proposed change in this agreement.
2. County shall supply Dealer with supplies, consisting of license plates and sticker paper, as needed for issuance. This agreement only applies to those transactions in which Dealer issues or uses supplies issued to Dealer by County. Under no circumstance will Dealer keep said supplies at any location other than the location listed in Exhibit "A".
3. Dealer agrees to use all plate inventory in alphanumerical sequence within 60 days of picking up and to timely return all voided or faulty inventory to the Tax Assessor-Collector. Any plate inventory that remains unissued and allocated to the dealer past 60 days must have reasonable efforts made to issue or void or risk revocation of this agreement. Any inventory issued per this agreement must be used by the dealer within WebDealer and may not be used on transactions physically submitted to the County Tax Office.
4. Dealer agrees not to relinquish inventory to their customer until the transaction for that customer has been approved by the County Tax Office.
5. Dealer is subject to audit of all license plate and sticker paper inventory by the Tax Assessor-Collector at any time during normal business hours of the Dealer and at a mutually agreed upon location.

6. In the event the supplies provided by County to Dealer pursuant to this agreement are stolen, lost, damaged, vandalized, destroyed, or rendered unusable, whether intentional or not, Dealer agrees to reimburse County for the replacement of such supplies. The Dealer's payment for replacement costs for stolen, lost, damaged, vandalized, destroyed or unusable supplies shall be remitted to County by the Dealer within 7 days of written request by County.

7. Dealer agrees to notify County of any change in the ownership or location of its place of business listed on the attached Exhibit "A", within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement. Any such change in ownership or location automatically terminates this agreement with respect to that location and necessitates a new agreement with the new ownership or location, as well as an audit of existing supplies.

8. Dealer shall designate one management employee per location to be designated as the liaison ("Designated Liaison") between the Dealer and the Tax Assessor-Collector. It will be the responsibility of the Designated Liaison to personally approve all individuals who will be receive supplies or issue registrations/process title transfers under the Dealer's deputation. It is the further responsibility of the Designated Liaison to notify the Tax Assessor-Collector of each such individual's identity before permitting their contact with registrations, titles, or supplies under the Dealer's deputation. The Designated Liaison will sign an oath of deputation on behalf of Dealer to be given by the Tax Assessor-Collector. Prior to deputation, the Tax Assessor-Collector shall provide any training deemed necessary for the Designated Liaison and the individuals approved and known by Tax Assessor-Collector.

Dealer agrees to notify County of any change in the Designated Liaison within 30 days of such change. Notice will be provided pursuant to Paragraph 16 of this agreement; should Dealer fail to provide this notice, the County may revoke this agreement.

9. Dealer agrees, at Dealer's Cost, to provide a bond payable to the Tarrant County Tax Assessor-Collector. The amount of the bond will be no less than the value of the supplies issued by County to Dealer or \$100,000, whichever is greater, but no more than \$5,000,000. The bond must state that it will provide coverage in the event the Dealer fails to timely remit all sales tax, title fees, registration and/or licensing fees and in the event the Dealer fails to perform as per the Dealer's signed agreement with the Tax Assessor-Collector (Obligee).

10. County agrees to not furnish any supplies for the account of the Dealer other than directly to the Designated Liaison or individuals that are on the approved list submitted to the Tax Assessor-Collector by the Designated Liaison as described in Paragraph 8. The Designated Liaison or other approved individual will inventory supplies prior to accepting delivery. Dealer assumes full liability for the safekeeping of all supplies furnished by the Tax Assessor-Collector pursuant to this agreement. Tax Assessor-Collector will notify Dealer in writing of any missing and unaccounted for supplies or cash shortages and Dealer shall pay for any missing or unaccounted for supplies unless Dealer rectifies any discrepancies within up to 7 days of the Tax Assessor-Collector's notice.

11. Dealer agrees to remit all tax, title and licensing fees collected pursuant to this Agreement to the Tarrant County Tax Assessor-Collector no later than the close of business on the 30th calendar day after either 1) the date the customer signs the contract of sale; or 2) the date the Form 130-U ("Application for Texas Certificate of Title") is executed, whichever date is first.

12. Dealer agrees that it will hold all taxes, fees and other receipts collected pursuant to the terms of this Agreement as a fiduciary of the Tarrant County Tax Assessor-Collector, and that such taxes, fees, and other receipts are due and owing to the Tarrant County Tax Assessor-Collector.

13. DEALER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TARRANT COUNTY AND THE TARRANT COUNTY TAX ASSESSOR-COLLECTOR FROM AND AGAINST ANY LOSS, CLAIM, DEMAND, CAUSE OF ACTION, JUDGMENT OR ATTORNEY'S FEES ARISING FROM THIS AGREEMENT.

14. This Agreement includes all bonds and depositions exchanged between the parties. Breach of any material obligation to be performed by either party shall constitute a breach of the entire Agreement and shall give either party the right to immediately terminate this Agreement.

15. Either party hereto may voluntarily terminate this Agreement at any time upon 30 days prior written notice to the other party sent as provided in Paragraph 16. Within 7 days after the date of termination, the Dealer shall return to the County all outstanding supplies, together with payment of motor vehicle fees due.

16. Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, postage prepaid, addressed to the appropriate party as set forth below:

COUNTY: Wendy Burgess, Tarrant County Tax Assessor-Collector
Administration Building
100 E Weatherford St
Fort Worth, TX 76196

DEALER: CarMax Auto Superstores, Inc
8400 Anderson Blvd
Fort Worth, TX 76120

The person and address to which notices are to be given may be changed at any time upon written notice to the other party.

17. The term of this Agreement shall continue in full force and effect until August 31, 2024, unless superseded or amended by a written instrument executed by each party. This agreement may be terminated at any time by either party upon 30 days prior written notice, as set forth in Paragraph 16.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Exclusive venue for any action taken relative to this agreement shall be Tarrant County, Texas.

19. Neither party shall assign its rights, nor delegate its duties under this Agreement without prior written consent of the other party. Such unauthorized assignment and/or delegation shall, at the option of the non-assigning and/or non-delegating party be a material breach for which the non-assigning and/or non-delegating party may void this Agreement.

20. The provisions of this Agreement are not intended to create, nor shall they be in any way construed to create, a joint venture, partnership, employment relationship or any other similar relationship between the parties. The Dealer acknowledges that it is an independent contractor and that it will be acting as an independent contractor in performing its obligations under this agreement.

21. This Agreement shall not be amended or modified, except in writing signed by authorized representatives of the Dealer, County, and the Tax Assessor-Collector.

22. Dealer acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295 and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit B, with the Texas Ethics Commission as required by law.

23. Dealer verifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

24. **Compliance with Laws.** In providing the services required by this Agreement, Dealer must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Dealer shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

COUNTY OF TARRANT
STATE OF TEXAS:

By: _____
Tim O'Hare
County Judge

TAX ASSESSOR-COLLECTOR:

By: Wendy Burgess
Wendy Burgess
Tarrant County

DEALER:
CarMax Auto Superstores, Inc

By: Lynn Mussatt
Signature

Lynn Mussatt
Printed Name

VR Business Operations
Title

APPROVED AS TO FORM:

By: Katherine E Owens 2/27/24
Criminal District Attorney's Office*
Name: Katherine E Owens
Title: Assistant Criminal District Attorney

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

EXHIBIT "A"

CarMax Auto Superstores, Inc
8400 Anderson Blvd
Fort Worth, TX 76120