



Remote Managed Inventory Program

Dealership Enrollment **Extension** Information

MNAO Dealer Code:		Today's Date:		
DMS System (Select One):	<input type="checkbox"/> ADP Elite	<input type="checkbox"/> ADP Web 1000	<input type="checkbox"/> Arkona	<input type="checkbox"/> AutoSoft
	<input type="checkbox"/> UCS	<input type="checkbox"/> Other : _____		Call ADMI for information on other DMS systems
Mazda Region:	Mazda DCSM:	DCSM Name (REQUIRED):	DCSM E-mail (REQUIRED):	DCSM Phone (REQUIRED):
Dealership Name:				
Street (Shipping) Address:				
City:	State:	Zip:	-	
<input type="checkbox"/> Check Here if Mailing Address is the same as Shipping Address				
Mailing Address:				
City:	State:	Zip:	-	
Main Phone: ()	-	Main Fax: ()	-	
Parts Phone: ()	-	Parts Fax: ()	-	

DEALERSHIP MANAGEMENT TEAM			
TITLE / POSITION	NAME	E-MAIL ADDRESS	PHONE
Dealer Principal			
Parts Manager			
Service Manager			
P&S Director			
General Manager			
Asst. Parts Manager			
Contact Person			

Remote Managed Inventory Program Extension Contract Term:	
<input type="checkbox"/> 1 Year	
Dealership cost is \$668 per month billed directly on your Mazda Parts Statement	

RMI Support Center: (888) 231-6689 Monday – Friday 8AM to 5PM Eastern

PLEASE COMPLETE AND FAX ALL FIVE PAGES OF THIS DOCUMENT TO (734) 994-5062

REMOTE MANAGED INVENTORY AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 200__, by and between AUTOMOTIVE DEALER MANAGEMENT, INC., a Michigan corporation, whose principal office is located at 411 Huron View Boulevard, Suite 202, Ann Arbor, Michigan 48103 (hereafter referred to as “ADMI”) and the undersigned Mazda dealership (the “Dealer”).

RECITALS

WHEREAS, ADMI has developed and is administering a parts inventory management program called Remote Managed Inventory (“RMI”) for use by certain Mazda dealerships;

WHEREAS, Dealer has enrolled in the RMI Program in accordance with the terms and conditions of the RMI Enrollment Form; and

WHEREAS, the parties have entered into this Agreement to memorialize the terms under which ADMI will provide Dealer with the consulting services contemplated under the RMI Program.

NOW THEREFORE, it is agreed as follows:

1. **RMI Enrollment Form.** Contemporaneous with the execution of this Agreement, Dealer shall execute the RMI Enrollment Form. The terms set forth herein and in the RMI Enrollment Form shall be binding on ADMI and Dealer.
2. **Role of ADMI.** Dealer acknowledges that under the RMI Program ADMI is functioning solely as a consultant and, in that role, ADMI will collect data and monitor, analyze and report performance as described in the RMI Enrollment Form. Dealer acknowledges that ADMI does not guaranty or warrant any results and that Dealer will at all times remains responsible for actual performance.
3. **Accuracy of Data.** Dealer acknowledges that ADMI will rely on the accuracy of the data provided to it by Dealer and agrees that ADMI shall not under any circumstances be responsible for inaccurate, incomplete or untimely inventory activity data reporting. ADMI will endeavor to report to Dealer any instances of inaccurate, incomplete or untimely inventory activity data reporting if the same become known to ADMI.
4. **Confidentiality.** ADMI agrees that it will maintain the confidentiality of all performance data provided to it directly by Dealer or from third party sources on behalf of Dealer. Notwithstanding the foregoing, Dealer authorizes ADMI to share such data with Mazda North American Operations, on Dealer’s behalf, to enhance dealer sales history with PDC sales history in order to determine the highest volume inventory not currently stocked by Dealer. ADMI agrees to maintain confidentiality of all information in accordance with all federal, state and local privacy laws, including without limitation, Gramm-Leach Bliley.
5. **Limitation of Damages.** The liability, if any, of ADMI and its agents, servants, representatives, and employees with regard to any claims, costs, damages and/or losses for which they may be legally liable, whether arising in negligence or other tort, contract, or otherwise, shall not exceed in the aggregate the sums paid by Dealer for participating in the RMI Program. In no event shall ADMI or its agents, servants, representatives, or employees be liable for indirect, special, or consequential damages.

REMOTE MANAGED INVENTORY AGREEMENT

6. Dealer Responsibilities:

- **Communications.** Dealer agrees to communicate with ADMI and their assigned Area Parts Manager (APM) as necessary for program sustainability.
- **Business Plan.** Dealer agrees to adhere to the RMI Program Business Plan as agreed to by all parties during the launch of each program phase.
- **RMI Processes.** Dealer agrees to perform all reasonable tasks as scheduled, including communications, maintenance and report generation/transmission as tasked by their Area Parts Manager (APM).
- **Lost Sales.** Dealer agrees that all lost sales will be recorded in the dealer management system (DMS).
- **Parts Upgrade Reporting.** Dealer agrees to submit the six Parts Upgrade data points into the Full Circle Gateway by the 5th of each month.
- **Idle Capital Control.** Dealer must not contribute to increased parts Idle Capital.

7. Miscellaneous Provisions.

- **Governing Law.** This Agreement shall be governed by, construed and enforced in all respects in accordance with the laws of the State of Michigan.
- **Entire Agreement.** This Agreement supersedes in all respects all prior discussions, correspondence and agreements among the parties hereto in respect of the subject matter hereof and constitutes the entire agreement between the parties. There are no other commitments or agreements binding the parties other than those set forth herein and in the RMI Enrollment Form executed contemporaneously herewith.
- **Binding Agreement.** This agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.
- **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first-class postage prepaid, to a party at its last known address.

REMOTE MANAGED INVENTORY AGREEMENT

The parties hereto have executed this Agreement as of the date set forth above.

“DEALER”

AUTOMOTIVE DEALER
MANAGEMENT, INC. (ADMI)

By: _____

By: Terry Miller

Its: _____

Its: V.P. Managed Inventory Solutions

MNAO Dealer Code: _____

Date: _____

RMI TERMS AND CONDITIONS BENEFITS AND PROTECTIONS

Mazda North American Operations (MNAO) will confer the following Parts Terms and Conditions Benefits and Protections for dealers that enroll in RMI.

- **Dealers enrolled in RMI will be guaranteed a yearly 6% parts accrual allowance as long as they remain on RMI. The 6% allowance is determined from their stock order purchases from MNAO.**

Dealer Non-Compliance: Failure to reasonably comply with the RMI requirements set forth in the Remote Managed Inventory Agreement may (at MNAO’s discretion) result in the following steps from MNAO:

Step 1: A meeting (or teleconference) with MNAO Region and the Dealer Principal explaining the area(s) of non-compliance and outlining steps for corrective action.

If no dealer action is taken within a reasonable period as noted by the Region, then:

Step 2: A letter from the Region will be sent to Dealer Principal again reviewing the area(s) of non-compliance and outlining steps for corrective action.

If no dealer action is taken within a reasonable period as noted to by the Region, then:

Step 3: A final meeting (or teleconference) with MNAO Corporate and Region with Dealer Principal to provide:

- A last opportunity for corrective action(s).
- Written notice that failure to comply with corrective action(s) will cause termination of RMI program and its benefits and protections with out further notice.

If a dealer fails to comply with these steps for corrective action, MNAO may terminate the RMI program along with the following Parts Terms and Conditions benefits and protections:

1. Discontinue RMI 6% parts return accrual protection.

Dealership Name _____

By: _____

Its: _____

Date: _____

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