

Retainer Agreement: Title Solutions

This Agreement ("Agreement") is made and entered into as of the _____ day of _____, 20____
between MADA Services, Inc. ("MADA") and _____ ("Dealer").

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. MADA agrees to provide various as-needed title services to Dealer, including out-of-state transactions, title consulting services, and general title processing assistance.
2. Dealer shall pay to MADA, in consideration of the services provided by MADA, the following fees:
 - (a) Title Assist On-Site: \$80/hour. Dealer will be billed for mileage in excess of 25 miles from MADA located at 200 Lothenbach Avenue, West St. Paul, MN 55118. Dealer will reimburse MADA for reasonable lodging expenses if overnight stay is required.
 - (b) Out-of-State Titling: \$145 per transaction* (exclusive of applicable government fees)
*fee paid to Vitu Interstate, a third-party out-of-state title processor
3. Dealer agrees to add, if necessary, an MADA employee or independent contractor as a user to the Dealer's Minnesota Driver and Vehicle Services (DVS) system pursuant to the DVS Access Agreement between Dealer and the State of Minnesota and provide such person(s) with individual login credentials to the DVS system.
4. Other than in connection with MADA's willful misconduct or gross negligence, MADA shall not be responsible for any direct, indirect, special, incidental, or consequential damages incurred by Dealer due to entering into or relying upon this Agreement, or due to any of the services rendered pursuant to this Agreement.
5. This Agreement between MADA and Dealer is neither transferable nor assignable without the prior written authorization of the non-transferring or non-assigning party.
6. No failure by either party to take action on account of any default by the other will constitute a waiver of any such default or of the performance required of the other. No waiver of any of the provisions of this Agreement will be binding unless it is in writing and signed by both parties.
7. If any of the provisions of this Agreement are determined to be unenforceable or invalid, the remaining provisions will still be valid and enforceable.
8. This Agreement contains the full understanding of the parties and supersedes and replaces all prior and contemporaneous agreements, understandings and representations, whether oral or written, between the parties with respect to its subject matter. This agreement may not be modified, changed, altered or amended except by an express written agreement signed by duly authorized representatives of the parties.
9. This Agreement shall be construed in accordance with the laws of the State of Minnesota and may not be changed or amended except by documents signed by the parties hereto.

DEALER

By: _____
(signature) (date)

Its: _____
(title)

MADA Services, Inc.

By: _____
(signature) (date)

Its: _____
(title)