

**Shared Responsibility
Agreement**Parts PlusCar Care Center

Parts Plus will provide an aftermarket parts inventory and delivery service to meet the changing needs of the Car Care Center.

Parts Plus will make available technical and sales training materials and training seminars on a regular and timely basis.

Parts Plus will fill the orders of the Car Care Center in a timely fashion.

Parts Plus will change over lines in accordance with manufacturers' guidelines, maintain the inventory on a regularly schedule agreed upon time basis and provide a working inventory (through stock adjustments) so the Car Care Center will enjoy a reasonable turn on stocked inventory.

Parts Plus will promote the Car Care Center through referrals, periodic co-advertising and trade advertising.

Parts Plus will include the Car Care Center logo on the #99 car during five races in 2001.

Parts Plus will process all valid credits in a timely fashion and deliver all statements and/or invoices on time.

Parts Plus will assist the Car Care Center in the process of placing signage and updating the message center on an on-going basis.

Parts Plus will make available to the Car Care Center an opportunity to attend round table type discussions with the autostore and other Car Care Centers, at a mutually convenient location and time.

Parts Plus will communicate to Program Headquarters any needed program improvements or deficiencies on a timely basis.

Parts Plus will provide and support the Worry Free Guarantee.

Parts Plus will provide and support all national Car Care Center promotions.

Parts Plus will assist in the maintenance and supply of Car Care Center signage and consumer communication materials.

Parts Plus will provide the opportunity for Car Care Center to renew its participation in the program on an annual basis, based on Car Care Center's participation and performance during the previous year.

This agreement may be cancelled by either party with 30 days written notice.

Parts Plus

Address

City State Zip

Signature

Distribution Center City

Distribution Center Signature

Car Care Center's main business is diagnosing and repairing vehicles using aftermarket parts. **Car Care Center** will take an active role in training technicians and sales staff and will employ ASE-certified technicians or will be actively moving toward ASE certification.

Car Care Center will designate Parts Plus as its primary first call source for all its auto parts needs, including both stocked inventory and delivered items.

Car Care Center will include the Parts Plus Car Care Center logo in all forms of advertising done for the facility.

Car Care Center will display and maintain on its premises and personnel, all approved identification materials contained within the Starter Kit. **Car Care Center** may obtain Starter Kit from Parts Plus or other source meeting Parts Plus specifications.

Use of the Trademark: **Car Care Center** is hereby authorized to use the trademark Parts Plus Car Care Center ("the Trademark") during the term of this agreement in accordance solely with standards and specifications communicated to it by Parts Plus. **Car Care Center** will provide only the highest quality goods and services so as to reflect favorably upon the Trademark. **Car Care Center's** use of the Trademark is non-exclusive, non-assignable and not subject to sublicense by it, and shall inure solely to the benefit of the owner thereof. **Car Care Center** will immediately remove all signage and other material containing the Trademark upon termination of this agreement.

Car Care Center agrees not to perform any work on a customer's vehicle without the customer's understanding and approval.

Car Care Center agrees to honor and participate in the Worry Free Guarantee offered through Parts Plus.

Car Care Center agrees to support and promote the national Car Care promotions and pay a monthly marketing fee or provide equivalent service at your own expense.

Car Care Center agrees to display the "Customer Pledge" and "Consumer Information Brochures" in an obvious area in its place of business at all times.

Car Care Center will remit all payments to Parts Plus in a timely fashion and remain on a current status.

Car Care Center agrees not to participate in any other competitive programs.

Car Care Center will have the opportunity to renew its participation in the program on an annual basis, based on its participation and performance during the previous year.

This agreement may be cancelled by either party with 30 days written notice.

Car Care Center

Address

City State Zip

Signature Date