

# Transportation Program Agreement

<u>Participant(s) Name</u>	<u>Address</u>	<u>DOB</u>	<u>License</u>
Kevin Wayne Hensley	15 Fairway Rd, Jax Beach Fl 32250	10/9/1966	H524-519-66-369-0

## **GENERAL AGREEMENT:**

This agreement is made by and between the ("Program participant(s)") listed herein; the We Help Foundation ("WeHelp") and the Auto Help Corporation ("AutoHelp") under the following terms and conditions WHICH constitute the entire agreement between the parties.

## **PROGRAM POLICIES AND PROCEDURES**

The parties give consent to have all calls and/or in person conversations AND consultations recorded. Said recordings may be used in a court-of-law, as evidence or for any legal matter pertaining to participation in the program.

AutoHelp may send text messages and email notifications about updates and/or changes to the terms of this agreement and the program. The parties agree that text messages and email notifications with updates and/or changes to the terms of this Agreement and the program shall be automatically adopted by the parties AND the participant(s) agree in advance to accept these changes.

AutoHelp shall be notified of any pleading or notifications relating to any claims, suits or proceedings arising from an altercation with a vehicle assigned to the participant(s). Participant(s) shall cooperate with AutoHelp fully in the event of a claim or proceeding. Participant(s) shall accept responsibility for damages to or loss of a vehicle assigned to them, regardless of fault or negligence.

AutoHelp shall have "Power of Attorney" on behalf of the participant(s): to present insurance claims of any type to an insurance carrier; for cases where a vehicle is damaged, for any liability claims that may arise in connection with this program; to entitle AutoHelp and/or the We Help Foundation to receive insurance payments directly for claims, damages, liabilities or payments.

The participant(s) shall defend, indemnify and hold AutoHelp and the We Help Foundation from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred during the operation or possession of a vehicle assigned to the participant(s).

## **PERSONAL CONDUCT POLICIES**

Program participant(s) shall at all times be professional, courteous and respectful towards the Advising team or any personnel employed by WeHelp and AutoHelp. If the parties to this agreement ever have a situation or disagreement; program participant(s) shall maintain their composure at all times. It is NEVER acceptable to threaten any employee, member of management or other personnel, hereto referred to as ("us" or "we"). The parties agree in advance that any threatening behavior would constitute grounds for immediate termination from the program. Threats to report "us" to a third-party oversight agency, if we do not comply with specific demands, is considered bullying tactics and will constitute immediate termination from the program. Threats to sue "us" if we do not comply with specific demands, is considered bullying tactics and will constitute immediate termination from the program. If our team should experience any behavior that is "threatening" in nature, on the first offense, we will send program participant(s) a one-time warning. The second offense will result in immediate termination from the program.

Authentisign  
 08/02/22

Primary participant(s)

Secondary participant(s)

# Vehicle Assignment Agreement

## INITIAL VEHICLE ASSIGNMENT:

In consideration of this Agreement; AutoHelp shall assign the following vehicle(s) to the program participant(s); under the terms herein stated. Program payments are due by 5pm on Friday of each week using the Cashapp method of payment. Payments should be properly labeled each time a Cashapp payment is made. Program participant(s) are responsible for consulting with the advising team to ensure the payments are properly labeled.

### INITIAL VEHICLE ASSIGNMENT

<u>Vehicle Identification Number (VIN)</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body Type</u>	<u>Color</u>
<b>1FTFW1ET7CKE21529</b>	<b>2012</b>	<b>FORD</b>	<b>F150</b>	<b>FX4 PU</b>	<b>BLACK</b>

Program participant(s) may utilize the vehicle listed above from 8/5/22 through 9/6/24. Program participant(s) shall make program payments equal to \$308/wk for 110 consecutive weeks, with the first payment being made on 8/5/22 and the last payment being made on or before 9/6/24. The parties agree that program payments are not refundable. The parties agree all programs payments go toward the total number of payments due. The parties agree AutoHelp will not "re-calculate" the payment plan when or if larger program payments are made.

#### Original Costs

\$23,800	Original Purchase Price
\$550	Transport Fee(s)
\$400	Auction Fee(s)
\$428	Floorplan Fee(s)
\$365	Duplicate Key
\$362	Registration
\$288	Water Pump
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\$26,193	

#### Calculated Subtotal

\$26,193	Principal Starting Balance
\$7,687	Loan/Interest Fees
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\$33,880	

#### Payment Details

wks	8/5/22	9/6/24
110	\$308	\$33,880

# Vehicle Assignment Agreement

## **RIGHT TO PURCHASE:**

AutoHelp will accept the cumulative program payments made during the Fixed Term as the consideration to transfer ownership of a vehicle assigned to the participant(s) as defined herein. At the end of the Fixed Term, after all program payments have been paid and all balances have been satisfied, the parties will complete a final consultation whereby; the final terms associated to the transfer of ownership of an assigned vehicle are finalized. Participant(s) shall pay the usual and customary costs associated to the transfer of title, registration and tag production. Program participant(s) may choose to defer the transfer of title and ownership; deferring said costs, and continue making program payments, moving through the next phase of the program. The difference between the number of program payments made and the total number of payments due equals the expected financial commitment required to take ownership of a vehicle after the fixed term.

## **TRANSFER OF OWNERSHIP:**

The usual and customary costs to take ownership shall include, but not be limited to; the cost to (i) transfer a plate, (ii) register a new plate, (iii) transfer the title and produce the registration, (iv) taxes, (v) any other DMV related costs associated to the transfer of title. Some or all of the program payments made during the Fixed Term may be "credited" as the consideration to purchase. Program participant(s) are responsible for exercising the option to take ownership by providing notification to AutoHelp of the desire to take title and ownership of an assigned vehicle.

# Vehicle Assignment Agreement

## **GPS AND IGNITION DEVICES:**

Vehicles assigned to program participant(s) will have an ignition kill system that can be activated or utilized by AutoHelp...

- #1. for failure to make payments on time
- #2. for traveling outside of NorthEast Florida
- #3. for failure to the meet the obligations of this agreement

## **DEFAULT AND REPOSSESSION:**

Failure to make payments as defined herein constitutes a ("DEFAULT") of this Agreement giving AutoHelp the exclusive right to take possession of a vehicle assigned to participant(s) within three (3) hours of when the payment was due.

In such cases where a payment is not made on time, AutoHelp shall make a demand for payment or for the return of the vehicle.

Continued operation or prolonged possession of a vehicle assigned to participant(s) without payment or subjection to this agreement, will result in the vehicle being reported stolen.

Failure to return a vehicle assigned to participant(s) within 24 hours of notice given by text/email/voicemail; or notice given verbally to any person that is considered known to the participant(s); and failure to pay all amounts due (including costs for damages to the vehicle) are evidence of abandonment or refusal to redeliver the vehicle, punishable to the fullest extent of law; in accordance with section 812.155, Florida Statutes.

If AutoHelp takes possession of a vehicle that was assigned to participant(s); that participant(s) may be re-assigned that vehicle or a different one, as long as all past due amounts and fees have been paid.

To avoid a repossession, participant(s) must contact AutoHelp on or before 5pm the day a payment is due to notify AutoHelp that the payment will be late. AutoHelp will have the exclusive right at that time to determine whether the participant(s) may continue to keep possession of the vehicle and work through a payment plan or not.

In the event of a default under this agreement, in addition to any other remedies available to AutoHelp at law or in equity, AutoHelp shall have the option to terminate this agreement and all rights hereunder of the participant(s).

If all payments due under this agreement have not been made by the end of the fixed term; AutoHelp shall have the exclusive right to (i) terminate this Agreement and all rights thereof, taking possession of the assigned vehicle immediately, OR (ii) offer the participant(s) a NEW Agreement with a NEW fixed term and NEW balance which will include any payments not made. The NEW balance shall at minimum include an additional six payments for every unpaid payment not made by the payoff-date. For example; if participant(s) failed to make four payments by the payoff-date, the new "Balance Due" would be equal to a total of twenty-eight payments. Four original payments plus six additional payments for each of those original payments ( $4+(6 \times 4)=28$ ).

# Vehicle Assignment Agreement

## **INSURANCE:**

The participant(s) shall secure and maintain property damage insurance and provide evidence of said coverages to AutoHelp prior to taking possession of an assigned vehicle AND upon request by AutoHelp.

Only insured drivers are allowed to operate a vehicle assigned to participant(s). Proper insurance must be in place prior to allowing another person to drive an assigned vehicle. Prior to allowing another person to drive an assigned vehicle, a consultation must be completed with AutoHelp to discuss the validity of this behavior.

Proof of continued insurance coverages on assigned vehicles must be provided to AutoHelp within eight hours of being requested. If proof of active coverages are NOT provided when requested, AutoHelp will have the right to take back possession of the assigned vehicle, without notice.

AutoHelp must be notified immediately if an assigned vehicle is stolen, vandalized or damaged, or involved in an accident. All costs/fees for deductibles, towing, storage or impound fees that become due shall be paid in a timely manner by the participant(s). Program participant(s) are responsible for all damages and agree in advance to make all repairs in a timely manner. The assigned vehicle shall not be left in a damaged state for more than 30 days.

**IF AN ACCIDENT OCCURS, THE ADVISING TEAM MUST BE CONTACTED IMMEDIATELY, AT THE SCENE OF THE ACCIDENT SO THAT THE ADVISING TEAM CAN PROVIDE INSTRUCTIONS, SUPPORT AND GUIDANCE THROUGH THE CLAIMS PROCESS.**

If an assigned vehicle assigned is involved in an accident whereby it is determined by the insurance company and/or by the police, that the other party was NOT "At-Fault", the participant(s) hereby accepts all liability for damages to all parties involved. This includes physical damages to the vehicle and any other vehicle involved in the accident.

## **MODIFICATIONS:**

Modifications to an assigned vehicle are NOT allowed (without permission). Adding window tint, changing the stereo or changing the wheels on the vehicle are examples of modifications that may be permitted, but must be coordinated with the advising team PRIOR to the modification taking place. Un-approved modifications will be grounds for default and termination from the program.

## **OPERATING AN ASSIGNED VEHICLE IN NORTHEAST FLORIDA ONLY:**

Program participant(s) are strictly prohibited from driving or transporting a vehicle out of Northeast Florida. An assigned vehicle may be driven or operated in the following counties Duval, Clay, Nassau, Baker, St. Johns, Putnam. A formal request must be submitted and approved by AutoHelp before driving or transporting an assigned vehicle outside of these counties. All vehicles are equipped with a gps system that includes a geo fence that will deactivate the ignition of the vehicle, if the vehicle is driven or transported outside of the geo fence. The geo fence is pre-programmed for the NorthEast Florida counties listed.

# Vehicle Assignment Agreement

## **MAINTENANCE AND REPAIRS:**

A vehicle assigned to participant(s) must be maintained on a regular basis by AutoHelp. This does NOT mean AutoHelp is responsible for the costs associated to maintaining the vehicle, but, rather that the parties expect the participant(s) to bring the vehicle to AutoHelp to ensure all maintenance is being performed properly. The parties agree that AutoHelp shall perform all inspections and diagnostic services on a vehicle assigned to participant(s). AutoHelp may at its sole discretion require the vehicle to be serviced by a 3<sup>rd</sup> party mechanic or manufacturer's repair facility.

Program participant(s) shall pay the usual and customary costs for an oil filter and oil for this vehicle. Program participant(s) shall bring the assigned vehicle to AutoHelp for an oil and filter change every 4,000 to 5,000 miles, unless AutoHelp states otherwise. Failure to bring the vehicle to AutoHelp for servicing will result in termination from the program.

The time-frame at which AutoHelp is able to schedule and complete a FREE diagnostic of a vehicle and/or complete repairs is subject to the existing number of vehicles already scheduled for repairs or inspections.

AutoHelp must be notified for all mechanical issues with a vehicle assigned to participant(s). If a mechanical issue presents itself, a vehicle must not be driven or operated by the participant(s) or anyone else.

Continued operation of an assigned vehicle with a check engine light or other mechanical issue, will constitute a default of this agreement and AutoHelp shall have the exclusive right to take possession of the vehicle and terminate the participant(s) from the program.

Program participant(s) are required to inspect and drive an assigned vehicle before utilization. Any issues with the assigned vehicle should be identified by the participant(s) and sent to the advising team through text or email prior to taking possession of the vehicle. participant(s) may identify and present a list of perceived issues to the Advising team prior to taking the vehicle offsite. The advising team will notify the participant(s) of those items that are approved for repairs at no cost to the participant(s). Once an assigned vehicle is taken offsite, all issues become the responsibility of the participant(s). If an assigned vehicle develops any mechanical or electrical issues, AutoHelp should be contacted immediately to complete a FREE inspection.

Participant(s) are required to make all scheduled program payments regardless of whether an assigned vehicle is operating as intended. Failure to continue making program payments will constitute a breach of this agreement and AutoHelp shall have the exclusive right to terminate participation in the program and take possession of a vehicle assigned to the participant(s).

# Vehicle Assignment Agreement

## **ADDITIONAL RULES & REGULATIONS**

Program participant(s) shall not use an assigned vehicle in a street race or speed contest. Program participant(s) shall not use an assigned vehicle to tow or push anything. Assigned vehicles may only be operated on a paved road. Carrying passengers in excess of the number of seat belts installed in a vehicle is strictly prohibited.

Smoking or Vaping is NOT allowed in a vehicle assigned to participant(s). Animals or pets ARE NOT ALLOWED in a vehicle assigned to participant(s). Explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature are NOT allowed in a vehicle assigned to participant(s).

The plate affixed to a vehicle belongs to AutoHelp. If the plate is lost or stolen, the fixed cost of \$310 shall be paid by the participant(s) to replace the plate.

AutoHelp may pay toll fees, parking fees and/or other costs for violations that may occur while participant(s) are operating an assigned vehicle. The participant(s) shall pay these fees within 24 hours of being notified by AutoHelp. Failure to pay these fees will result in termination of the program.

If the key to an assigned vehicle is lost/stolen, participant(s) are responsible for the replacement costs of \$350 unless the cost is determined to be greater.

The parties agree that AutoHelp pays for a duplicate key for all vehicles assigned to program participant(s) at an average cost of \$350. The cost of the duplicate key shall be paid by the participant(s) after all payments have been made. This cost shall appear on the final bill of sale presented to the participant(s) and made part of the final costs associated to taking ownership of the vehicle.

Assignment of this agreement to another person or entity and/or the attempt to lease or charge a fee to a third party for use of a vehicle that has been assigned to participant(s) is strictly prohibited.