



COLLISION AUTOMOTIVE REPAIR SERVICES, INC.
(CARS)

CARS - Limited

APPLICATION

INSTRUCTIONS

Read carefully before completing this application and signing shareholder agreement on back. Application form must be complete for processing. Application for CARS – Limited must be accompanied by a check for **\$100.00**, payable to Collision Automotive Repair Services, Inc., for the purchase of **(1) one share of Class B stock for \$50.00 and one year annual membership of \$50.00**. If the applicant is not accepted, the funds will be returned. Upon payment and acceptance, applicant will be issued One (1) Share of Class B stock, in accordance with the bylaws of the cooperative.

LEGAL NAME OF MOTOR VEHICLE REPAIR FACILITY

(Facility Street Address)

(Phone number)

(City, state, zip)

(Fax number)

OR

Employer Identification Number
(Required if partnership or corporation)

Social Security Number
(Required if Applicant has no EIN Number)

NUMBER OF FACILITIES under same EIN or SSN #: _____
(List additional names, addresses on separate piece of paper and attach to application)

Business References: _____
(name, address and phone number)

(name, address and phone number)

Credit Reference: _____
(name, address, and phone number – i.e., Supplier, Vendor, Bank)

Primary Contact Name: _____ Title: _____

E-Mail address: _____

Secondary Contact Name: (if applicable) _____ Title: _____

E-Mail address: _____

Brand of Paint(s) used: _____

Estimating system Used: Mitchell CCC ADP Manual

Website address: _____

Jobber/Supplier Name: _____ Contact Name: _____

Phone: (____) _____ - _____

Jobber/Supplier Name: _____ Contact Name: _____

Phone: (____) _____ - _____

CARS – Limited Shareholder Agreement

1. This agreement, the articles of incorporation and the bylaws, a copy of which I have received, constitute the entire contract and agreement between the shareholder and Collision Automotive Repair Services, Inc. and no offers, promises, representations, inducements, agreements or understandings of any kind shall be binding upon the cooperative.
2. Upon acceptance of this application, in relation to Collision Automotive Repair Services, Inc. and under this agreement, I/we will be an independent contractor responsible for my/ our own business and not an employee of CARS. I/we will be a shareholder of the cooperative and will not be treated as an employee in regard to any laws covering employees, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding at source, or any federal or state tax laws. I/we acknowledge that it is my/our responsibility to pay unemployment, franchise or sales tax and state and federal income taxes as required by law.
3. A shareholder in Collision Automotive Repair Services, Inc. does not constitute a sale of a franchise or a distribution. This agreement is not intended and shall not be interpreted to create a relationship of agency, partnership or joint venture between any shareholder and the cooperative.
4. Shareholders of Collision Automotive Repair Services, Inc. shall abide by any federal, state, county, and local laws or ordinances pertaining to this agreement and/or the sale, acquisitions, holding, distributing, servicing, or advertising of the products or services of CARS and at the shareholders own expense, they shall acquire any and all licenses or permits and file such reports as are required by law or lawful public authority with respect to this agreement.
5. Shareholders are prohibited from making any representation or claim, verbal or written regarding Collision Automotive Repair Services, Inc. or any of its products, services or programs, other than those contained in material produced or approved by the cooperative.
6. Shareholders of CARS may not use the name, logo or trademark of Collision Automotive Repair Services, Inc. without written approval. Any use of the name, Collision Automotive Repair Services, Inc. or CARS in any promotional material by shareholders of the cooperative must be accompanied by the words "shareholder of."
7. It is understood that upon notification to shareholders, Collision Automotive Repair Services, Inc. (CARS or Cooperative) may amend this shareholder agreement and the plans and policies of the cooperative and that the bylaws of CARS may be amended as provided therein.
8. A CARS - Limited shareholder (Class B Stockholder) is limited in cooperative benefits as defined by the CARS Board.
9. I/We are purchasing of (1) One share of CARS Class B Stock at the cost of 50.00 and one year of membership at \$50.00.
10. At the end of the first year of membership, the first renewal will be for a period ending Sept. 30st. The membership rate for this first renewal will be prorated at a rate of \$4.00 per full month through Sept. 30st. All Subsequent renewals will be renewed on Oct. 1 for one year at a rate of \$50.00/year.
11. I/we as a Class B shareholder authorize CARS to debit my earned CARS Rewards Account for payment for our renewal fee for the first prorated renewal amount and annual renewals thereafter at the rate of 50.00/year. Annual renewal payment will be processed in the third calendar quarter of CARS Rewards quarterly processing. In the event of insufficient funds to make renewal payment, current rewards will be placed on hold till subsequent quarterly rewards provides sufficient funds and then processed in respective subsequent quarter. Annual renewal is for one year from Oct.1 to Oct. 1 at a rate of \$50.00 per year.

I hereby apply to become a shareholder in Collision Automotive Repair Services, Inc. as a Class B Shareholder. I hereby acknowledge that I have read and understand the shareholder agreement. I hereby acknowledge that I have received a copy of the bylaws and articles of incorporation, and attest that I am of legal age in the state in which I enter into this agreement.

Applicant's Signature: _____

Date: _____

Title if partnership or corporation: _____

SUBMIT APPLICATION and PAYMENT TO: CARS, COOPERATIVE 505 East Hwy. 33, Suite 500 Perkins, OK 74059

Source Code: <u>CC200</u>
Rep #/Code: _____