

INDEPENDENT CONTRACTOR AGREEMENT

The following Independent Contractor Agreement (the "Agreement") is entered on (Date)____
_____, by and between:

1. Omni Motors ("Company"), a limited liability company located at 641 Lexington Avenue, Suite 1501, New York, NY 10022; and
2. _____ (the "Purchaser"), an individual of full age.
Company and Purchaser are collectively referred to as the "Parties."

Street Address:

City:

State:

Telephone No.:

Driver's License No.
& State of Issuance:

WHEREAS, Company and the Purchaser upon proper, good, valuable and sufficient consideration, and having a full and complete understanding of the terms of the Agreement, and intending to be legally bound thereby, hereby agree to the following:

3. Purchaser agrees to acquire the vehicle identified by Company and promptly transfer possession of the Vehicle to Company;
4. Purchaser agrees to diligently execute all documents related to the transfer of the Vehicle from Purchaser to Company or any other party designated by Company;
5. Purchaser agrees to assist in the transfer of title and delivery of the Vehicle to Company in a prompt and diligent manner;
6. Purchaser agrees to deliver the Vehicle without any physical damage and to include all purchasing documents, user manuals, keys and key fobs, spare tire, and interior carpets;
7. Purchaser agrees to provide Company with a copy of Purchaser's valid driver's license immediately after executing the Agreement;
8. Purchaser acknowledges that Company has provided all funds (the "Funds") pertaining to the purchase and transfer of the Vehicle. Purchaser further acknowledges that the Funds are to be used solely for the purchase and transfer of the Vehicle and at all

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times belong to Company, regardless of whether all or a portion of the Funds are diverted to Purchaser's possession, or the possession of a third-party during the transaction;

9. Purchaser agrees to promptly return any and all Funds related to the purchase and transfer of the Vehicle should Purchaser fail to acquire the Vehicle, or for any other reason causing an excess or remainder of funds;
10. Purchaser acknowledges that the Vehicle is at all times the sole property of Company and that Purchaser retains no property interest in the Vehicle of any kind;
11. Purchaser agrees to execute the Agreement in the presence of a duly authorized Notary, licensed by the State within which Purchaser resides;
12. Company agrees to fund all costs, fees, and excise taxes related to the purchase and transfer of the Vehicle;
13. Company agrees to submit prompt payment for Purchaser's Vehicle acquisition and transfer services;
14. Purchaser agrees to indemnify, defend and hold Company harmless from and against any and all liabilities, losses, claims, costs, interest, penalties, punitive or exemplary damages, demands, expenses (including reasonable attorney's fees and costs of suit), and damages arising from any negligent or willful misconduct in the performance or non-performance of Purchaser's responsibilities herein;
15. Purchaser agrees that his/her relationship to Company is that of an independent contractor. Nothing in the Agreement shall create an employment or agency relationship, nor shall Purchaser act as an agent or employee of Company. Purchaser's services are to be performed solely by Purchaser, or by approved subcontractors, for Company pursuant to the terms of the Agreement.

Payment Structure

In full consideration for all services performed by Purchaser as described in the Agreement, Company shall pay Purchaser the following amount of compensation upon completion of services set forth in the Agreement.

Payment	BMW / Ford	Mercedes / Maserati	Land Rover	Others
Cash	500	1000	2000	500
Finance / Lease	N/A	1500	2500	N/A

Purchaser shall receive half of the compensation upon delivery of the Vehicle. Purchaser shall receive the remaining half of the compensation upon Company's receipt of the signed title certificate of the Vehicle.

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Breach of the Agreement Will Cause Irreparable Harm

Purchaser acknowledges that breach of the Agreement will cause Company to suffer irrevocable damage, including, but not limited to, lost future earnings and profits and harm to its reputation and goodwill within the community. The Parties further agree that it would be difficult to measure damages caused by Purchaser's breach of the Agreement with any degree of certainty, and that in any event, money damages would likely not serve an adequate remedy for any such breach. Accordingly, Purchaser agrees that in addition to any other relief to which Company may be entitled, Company is hereby entitled to seek and obtain preliminary injunctive relief from a court of competent jurisdiction.

The Agreement is to be Construed in Accordance with New York Law

The Parties agree that the Agreement shall be governed by and construed in accordance with the domestic laws of New York and that any legal action, suit or proceeding arising out of or related to this Agreement or related to any services provided by Purchaser, must be instituted in any state or federal court within New York. Purchaser hereby expressly waives any objection relating to jurisdiction or venue relating to any legal action, suit or proceeding arising out of the Agreement or any services provided by Purchaser. Purchaser further acknowledges that Company has encouraged Purchaser to seek the advice of counsel of Purchaser's choosing to advise Purchaser with respect to the Agreement and that Purchaser has had sufficient time to review the Agreement with any such counsel.

This Agreement Reflects the Full Agreement Between the Parties

The Parties agree that the express written terms set forth in the Agreement constitute the complete agreement between the Parties and that any amendment hereto must take written form and be properly executed by Company and Purchaser. Furthermore, in the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement other than those provisions which are determined to be invalid and unenforceable, shall not be affected thereby, and each remaining provision shall be validated and enforceable to the fullest extent permitted by law.

By:



General Manager, Omni Motors

Purchaser's Print Name

Purchaser's Signature

Notarize Here: