



WESTERN NEW YORK FORD DEALERS

FORD FUTURE TECHS EDUCATIONAL VEHICLE DONATION PROGRAM

APPLICATION AND AGREEMENT

The Western New York Ford Dealers Advertising Fund, Inc. ("Local Ford Dealers") consisting of WNY, Rochester, NY, and Erie, PA, Ford Dealers, sponsors its Educational Vehicle Donation Program ("Program") pursuant to which from time to time it donates a Ford Vehicle of its choice and the Related Support Items to an eligible educational institution selected by it. The purpose of the Program is to better prepare students for the field of automotive diagnosis, repair, and maintenance. The Local Ford Dealers contemplate making one (or more) donations of a Vehicle and provide the Related Support Items in accordance with the Program during 2018 to (an) eligible educational institution(s) located in the Western New York, Rochester, NY, and Erie, PA, area, consisting of the counties of Erie, Niagara, Cattaraugus, Chautauqua, Potter, Wyoming, Genesee, Alleghany, McKean, Monroe, Livingston, Ontario, Orleans, Wayne, Wyoming, Erie, and Warren. Any educational institution that is located in this geographic area, meets the eligibility requirements set forth in the Program Specifications and would like to be considered for a donation in accordance with the Program, should complete this Application and Agreement Form and return it to the address set forth at the end of this Form not later than **March 9, 2018**.

The Program is governed by and subject to the terms and conditions set forth in the Program Specifications, which the undersigned **educational** institution ("Applicant") acknowledges having received a copy, and also this Application and Agreement.

Please feel free to attach additional information on a separate sheet if more space is required to answer the following questions.

1. Name of Educational Institution: _____
2. Address: _____

3. Contact Person: _____ Title: _____
Email: _____ Phone #: _____
4. Has this Educational Institution previously applied for the Program? Yes No (Date: _____)
5. (a) Sales Tax Exempt ID #: _____
(b) Please attach a copy of the Sales Tax Exempt Form for the Educational Institution.
6. (a) Describe the course of study (including grade levels) for which the Vehicle and Related Support Items would be used:

(b) (i) Name of Instructor(s) for the course of study described above: _____
(ii) Email address(es) of above named Instructor(s): _____
7. Provide the number of students in the course of study described in Item 6 above: _____

8. Indicate the location/address at which the Vehicle and Related Support Items will be located:

9. Do you currently have a vehicle being used in a manner similar to that proposed by the Program? Yes No

If yes, please provide details: _____

10. Provide/describe any available information as to the number of present/former students that have been and/or are currently employed at a local Ford dealership (include dealership and names):

11. Date of first day of school for next school year: _____, 20____

12. (a) Publicity Contact Name: _____

(b) Email address for above: _____

13. If selected to receive a Vehicle and the Related Support Items pursuant to the Program, the undersigned Applicant agrees to accept the Vehicle and the Related Support Items upon the following conditions:

- (a) Authorizes the Local Ford Dealers to use Applicant's name in connection with this Program in any advertisement or publicity release and shall provide access to the Vehicle to media interested in articles/stories about the Program as well as special events, with reasonable and timely requests.
- (b) Uses its best efforts to ensure that the Vehicle and the Related Support Items are used only for the express purpose described in the Program.
- (c) Allows annual inspections of the Vehicle and Related Support Items by a Local Ford Dealer representative and permits graphic replacement at no cost to Applicant, when, in the opinion of the Local Ford Dealer, the Vehicle requires this to maintain a satisfactory public appearance.
- (d) Indemnifies and holds the Local Ford Dealers, its member-dealers, and Ford Motor Company harmless from any and all claims, causes of action, losses, damages, and liabilities arising out of the ownership, use or operation of the Vehicle and Related Support Items by the Applicant or any third party whether or not under its control.
- (e) Pays any and all sales and use taxes, registration and inspection fees and all attorneys' costs associated with the transfer of the Vehicle to it.
- (f) Will include articles about being awarded a Vehicle pursuant to the Program for its marketing materials such as newsletters and web sites.
- (g) Agrees to and will abide by the terms and conditions set forth in the Program Specifications and acknowledges receipt thereof.
- (h) Grants to the Local Ford Dealers, a lien to the Vehicle to secure the commitments herein by the Applicant as well as its promise not to sell, give, or transfer the Vehicle for at least four (4) years from the date title is transferred to it. If, after four (4) years, the Applicant wants to sell, give, or transfer the Vehicle, it will provide the Local Ford Dealers with an opportunity to meet a bona fide offer from a third party to purchase the Vehicle.
- (i) Acknowledges and agrees that ownership of the Related Support Items, including all software and other intellectual property, is not transferred to the educational institution and remains at all times in and with the Local Ford Dealers or such parties that have provided it (such as Ford Motor Company). A limited, non-transferable, revocable right to use the Related Support Items only for the purposes of the Program is granted to Applicant and Applicant will sign any and all agreements, documents, and instruments with respect to the Related Support Items required by the Local Ford Dealers or such third party providing it. Applicant agrees to use and operate the Related Support Items in accordance with all instruction manuals and specifications provided therewith.
- (j) If awarded a Vehicle and Related Support Items and thereafter the Applicant discontinues for any reason the course offering(s) for which the Vehicle and Related Support Items were donated and to be used, the Applicant will inform the Local Ford Dealers and return the Vehicle and Related Support Items to the Local Ford Dealers promptly upon request.

The undersigned Applicant hereby certifies, represents and warrants to the Local Ford Dealers that the information set forth in this Application and Agreement is true and correct and that the individual signing on behalf of the Applicant is a proper representative of the Applicant and has the authority to commit and bind the Applicant to the covenants, commitments, and agreements set forth herein.

Name of Educational Institution

Date

Authorized Signature

Title

To be considered for calendar year 2018, the completed Application and Agreement must be received not later than March 9, 2018.

Please send 2 originally signed copies of this Application and Agreement to:

WNY Ford Dealers
c/o Eric Mower and Associates
50 Fountain Plaza, Suite 1300
Buffalo, NY 14202
Attn: Laurie Hebeler

PROGRAM SPECIFICATIONS

A. DESCRIPTION AND PURPOSE:

The Western New York Ford Dealers Advertising Fund, Inc. ("WNY Ford Dealers") contemplates donating from time to time a vehicle and support technology to selected local educational institutions to use in courses offered to enrolled students for training and real-world repairs, with the objective of better preparing students for the field of automotive diagnosis, repair, and maintenance. To do so, the WNY Ford Dealers have established this Educational Vehicle Donation Program ("Program"). The WNY Ford Dealers reserve the right to amend, modify, or change this Program at any time in their sole discretion.

B. DETAILS OF THE PROGRAM:

1. The WNY Ford Dealers may donate at least one Ford vehicle of its choice with related support items in any year to selected schools in a rollout-type format. The WNY Ford Dealers reserve the right, in their sole discretion, to **(a)** donate more than one vehicle, with related support items, or make no donation in any given year; and **(b)** divide its ADI region into more than one area for the purposes of this Program.
2. Selection of the educational institution(s) to receive the donation will be in the sole discretion of the WNY Ford Dealers and will be based on such factors as the WNY Ford Dealers shall from time to time determine. The announcement of the selected educational institution(s) and the actual presentation will be determined by the WNY Ford Dealers.
3. This Program may be discontinued at any time by the WNY Ford Dealers. In the event the Program is discontinued and terminated, the undertakings and commitments set forth in this Program and the Application and Agreement Form agreed to by an educational institution shall remain in full force and effect.
4. The WNY Ford Dealers are not obligated or required by this Program to provide consideration to any application or request made by any educational institution.
5. **(a)** The model, year, and specifications of the Vehicle will be in the sole discretion of the WNY Ford Dealers. It is anticipated that the Vehicle will be a two- or three-year-old model (possibly a Fusion) and not a new model.
(b) The related support items will include a laptop computer or tablet, vehicle interface, software, and access to fmcdealer.com for correction procedures required by Ford Motor Company, including technical service bulletins, special service messages, OASIS, and other items ("Related Support Items").
6. The Vehicle will be branded to prominently display the Ford logo and that it was donated by the WNY Ford Dealers, all in the sole discretion of the WNY Ford Dealers. The educational institution will be responsible to maintain the appearance of the Vehicle, including proper care regarding the logo and graphics, and shall report any damaged graphics to the person designated by the WNY Ford Dealers at Eric Mower + Associates.
7. Ownership of the Vehicle will be transferred to the educational institution at the time the Vehicle is delivered to it. The educational institution shall be responsible to pay any and all registration and inspection fees, insurance, and all other costs associated with the transfer of ownership of the Vehicle to it and will also complete such other documents as the WNY Ford Dealers may require.
8. Upon receiving the Vehicle, the educational institution shall, and does hereby, grant to the WNY Ford Dealers a lien in and to the Vehicle securing all of the undertakings and commitments by the educational institution set forth in this program and the Application and Agreement Form as well as its promise and agreement not to sell, give, or otherwise transfer ownership or use of the Vehicle for at least four (4) years from the date title is transferred to it. If, after such four (4) year period, the educational institution desires to sell, give, or transfer ownership of the

Vehicle, it will provide the WNY Ford Dealers with an opportunity to meet a bona fide offer from a third party to purchase the Vehicle. The details of any such offer and a written copy of the offer shall be given to the WNY Ford Dealers, who shall then have twenty (20) days to give notice of its intention to re-acquire the Vehicle or waive its right to purchase. Prior to the educational institution transferring ownership of the Vehicle, it shall notify the WNY Ford Dealers so that all graphics can be removed from it.

9. Ownership of the Related Support Items, including all software and other intellectual property, is not transferred to the educational institution and remains at all times in and with the Western New York Ford Dealers or such parties that have provided it (such as Ford Motor Company). A limited, non-transferable, revocable right to use the Related Support Items only for the purposes of the Program is granted to the educational institution. The educational institution will sign any and all agreements, documents, and instruments with respect to the Related Support Items required by the WNY Ford Dealers or such third party providing it. The educational institution agrees to use and operate the Related Support Items in accordance with all instruction manuals and specifications provided therewith.

10. The educational institution agrees to, and does, indemnify and hold the WNY Ford Dealers, its member-dealers, and Ford Motor Company harmless from any and all claims, causes of action, losses, damages, expenses, and liabilities arising out of its ownership, use, or operation of the Vehicle and Related Support Items by it or any third party whether or not under its control.

11. The educational institution agrees to permit a representative of the WNY Ford Dealers to periodically (at least annually) inspect the Vehicle and the Related Support Items/Branding Decals and, if so determined, take the Vehicle to a designated dealer or contract to have an approved vendor repair on site at no cost to the educational institution, provided it is required as a result of normal wear and tear.

12. The educational institution agrees that in the event of any damage to the Vehicle for any reason whatsoever (for example, an accident) other than ordinary wear and tear of the vehicle itself, it shall promptly notify the WNY Ford Dealers and make arrangements to have the Vehicle fully repaired to its original condition at the educational institution's sole cost and expense at a designated Ford Dealer. Any repairs and/or parts required for maintenance or repair must be purchased from Ford Motor Company, or its designated dealer, and records are to be maintained with respect to such purchases.

13. The educational institution does acknowledge, agree and certify to the WNY Ford Dealers that it will cause the Vehicle and the Related Support Items to be used only for the purpose for which the Vehicle and Related Support Items were provided to it pursuant to the Program.

14. It is anticipated that after a yet to be determined period of years, the Vehicle initially provided to the educational institution will be replaced so that the instructors are using a more recent late-model vehicle. The Vehicle previously donated will then be lien free to the educational institution.

15. If awarded a Vehicle and Related Support Items and thereafter the Applicant discontinues for any reason the course offering(s) for which the Vehicle and Related Support Items were donated and to be used, the Applicant will inform the WNY Ford Dealers and return the Vehicle and related Support Items to the Local Ford Dealers promptly upon request.

C. ELIGIBLE EDUCATION INSTITUTIONS:

1. Educational institutions located in the WNY Ford Dealers geographic ADI region (or if the ADI region is divided into different areas, then it must be located in the area applicable to it) will be considered for the Program. Such educational institutions must offer a course of study consistent with the field of automotive diagnosis, repair, and maintenance at grades not lower than ninth (9th) grade (i.e., high school freshman) and/or when students can attend vocational school.

2. An educational institution interested in being selected by the WNY Ford Dealers for participation in the Program must complete and return an Application and Agreement Form as of the specified deadline. Any educational institution not selected must resubmit an Application and Agreement Form to be eligible for consideration in a subsequent year. There is no fee required to submit an Application and Agreement form.

3. An educational institution that has been selected for participation in the Program and awarded a Vehicle is not eligible to be selected again for the succeeding four (2) calendar year period.