DLA Terms and Conditions

Promotional 2 Day Visit:

DLA Terms and Conditions Promotional 2 Day Visit: Dealership and Card Holder acknowledge that the above credit card will be charged the above amount for the DLA Training Program. Dealership may cancel the visit up to 2 weeks prior to visit for a full refund only if refund DLA is able to replace the visit with another Dealership. The dealership and Card Holder acknowledge that the fee for the Trainer(s) Travel will be charged to the above card within 30 days following the training visit. DLA adds a $60 administrative fee per airline ticket. The Money Back Guarantee is based on the 30-day period immediately after the visit and must be requested within 45 days of the training visit. Dealership must validate that all concepts taught were utilized and did not yield positive results. Travel expenses are not part of this guarantee. If Dealership participants/attendees provide any positive feedback in writing or digital form, then the guarantee is voided. Dealership agrees that during the training period and for a period of 2 years after termination of this agreement not to offer employment, employ or engage as a consultant or trainer a past or present DLA employee, if so, Dealership agrees to pay DLA liquidated damages in the amount of $250,000. This liquidated damage event includes all stores under the same ownership/management. Promotional pricing is limited to one visit per dealership organization. The laws of the State of Florida govern this agreement. The dealership agrees that the venue for any action, either by DLA or Dealership, arising out of or in any way related to this agreement shall lie exclusively in Brevard County, Florida. Dealership hereby consents to the jurisdiction of the state courts of Brevard County Florida.

Monthly Training Program:

DLA's Training Program is designed to deliver to you the best financial results possible. If you have fully implemented the Training Program as recommended by DLA, and your return on investment ("ROI") in the Training Program fails to increase by your fees paid to DLA in the Training Program during the first 90-days of your contract with DLA (the "Refund Period"), DLA will refund ("Refund") the monthly fees ("Fees") paid by you during the Refund Period, as provided below.

Your investment in the Program means Fees. Refunds are only available for Fees paid during the Refund Period. Refunds are based on the amount by which the ROI for each calendar month during the Refund Period fails to exceed the Fees paid for such calendar month.

FIXED OPS: ROI means the amount by which the actual Service Parts and Labor Gross Profits and or margins for a calendar month exceed the Base Amount for such month. The Base Amount for each calendar month during the Refund Period means the average monthly Service Parts and Labor Gross Profits and/or Margins for the 12-month period immediately preceding the calendar month for which a Refund is sought. ROI must consider any acts of God, market conditions and any unusual monthly expenses. VARIABLE/SALES: ROI means the amount by which the actual Sales Profits (Sales and F&I) for a calendar month exceeds the Base Amount for such month. The Base Amount for each calendar month during the Refund Period means the average monthly Sales Profits (Sales and F&I) for the 12-month period immediately preceding the calendar month for which a Refund is sought. ROI must consider any acts of God, market conditions and any unusual monthly expenses.

Refunds for a calendar month must be requested by the 10th day of the following month. Travel expenses paid to DLA are not refundable. Refunds are contingent on Dealership implementing all aspects of the Training Program, including all ideas, concepts, suggestions and processes that DLA recommends each month.

A request for a Refund does not terminate your contract with DLA absent a request for cancellation as provided in your contract. By making a request for a Refund, Dealership is agreeing to give a DLA certified trainer access to all of Dealership's financial records or the 12- month period immediately preceding such request to verify the amount of the Refund. Dealership shall pay all DLA travel expenses related to such record examination. By making a request for a Refund, Dealership is agreeing to give a DLA certified trainer access to all of Dealership's financial records for the 12-month period immediately preceding such request to verify the amount of the Refund.

Dealership shall pay all DLA travel expenses related to such record examination.

For both the promotional visit and the monthly training program to qualify for the Money-Back Guarantee, all dealership management personnel responsible for overseeing the employees being trained must attend and actively participate in all applicable training sessions. Management attendance is a mandatory requirement, as leadership involvement is essential to implementing, reinforcing, and sustaining the training provided by David Lewis & Associates. Failure of any required manager to attend the applicable training sessions will render the Money-Back Guarantee null and void.

Dealership agrees that during the training period and for a period of 2 years after termination of this agreement not to offer employment, employ or engage as a consultant or trainer a past or present DLA employee, if so, Dealership agrees to pay DLA liquidated damages in the amount of $250,000. This liquidated damage event includes all stores under the same ownership/management. The laws of the State of Florida govern this agreement. The dealership agrees that the venue for any action, either by DLA or Dealership, arising out of or in any way related to this agreement shall lie exclusively in Brevard County, Florida. Dealership hereby consents to the jurisdiction of the state courts of Brevard County Florida.