

PARTS DEPARTMENT
CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement")

is made as of this _____ day of _____, 2006 by and between

PartsEdge.com
12925 Pomerado Road Suite #E
Poway, CA. 92064
("COMPANY"),

and

("DEALERSHIP").

Fact Recitals

This Agreement is made with reference to the following facts:

- A. COMPANY. COMPANY is in the business of assisting car dealerships in the organization and control of their parts inventory.
- B. INTENT OF PARTIES. It is the intent of the parties that DEALERSHIP engage the services of COMPANY as a consultant to DEALERSHIP and that COMPANY accept such engagement pursuant to the provisions and conditions of this Agreement.

NOW THEREFORE, the parties agree as follows:

Engagement

- 1. DEALERSHIP hereby engages the services (as herein defined) of COMPANY and COMPANY hereby accepts such engagement according to the provisions and conditions of this Agreement.

The Services

- 2. COMPANY shall make itself available to and shall provide consulting services to DEALERSHIP ("Services") as follows:
 - a. Assist in the organization and maintenance of the parts inventory for DEALERSHIP on an automated in-house computer system.
 - b. Provide to DEALERSHIP timely reports regarding the parts inventory.
 - c. Provide up to two (2) hours a month of direct consultation with the parts manager designated by DEALERSHIP on parts department operations.
 - d. Assist in the set-up and maintenance of a parts department log-in.

Dealership Requirements

3. In order for COMPANY to provide Services to DEALERSHIP, DEALERSHIP agrees to provide COMPANY the following:
 - a. Dial-up access to parts inventory via modem compatible with COMPANY.
 - b. ADP-UNIX, ERA environment for parts inventory.
 - c. Log-on access to DEALERSHIP's computer system with access to parts inventory and user account.

Confidentiality

4. COMPANY agrees to keep all individual information gathered from DEALERSHIP computer system completely confidential.
 - a. COMPANY reserves the right to use information in a consolidated general format for benchmarking and statistical analysis.
 - b. COMPANY agrees to never release DEALERSHIP information from computer system to any other party without the express written consent of DEALERSHIP.

Term

5. COMPANY shall provide the Services to DEALERSHIP commencing as of the date of this Agreement and shall continue to provide the Services until termination of the Agreement as follows:
 - a. Either party becomes insolvent, bankrupt, or makes an assignment for the benefit of creditors, or a proceeding is commenced by or against or consented to by either party seeking any relief under any bankruptcy or insolvency law, and such proceeding is not dismissed within 60 days after commencement.
 - b. Any distress proceeding, execution, levy or attachment is sought or placed upon any or all the assets of either party.
 - c. Either party notifies the other party that it is in default in the performance of any other material term of this Agreement and such defaulting party has not remedied that default within the time required under this Agreement.
 - d. Either party makes or permits any unauthorized assignment of this Agreement or possession of any of the property of the other party without consent of such party.
 - e. Either party provides the other party with thirty (30) days written notice that it desires to terminate this Agreement.

Consideration

6. **PAYMENTS.** As consideration for the performance of the services by COMPANY, DEALERSHIP shall pay to COMPANY a monthly retainer of \$_____ said retainer is to be paid to COMPANY on the first day of each month for Services to be rendered for that month.
- 6a A "One Time" Setup fee of \$_____ is charged prior to conversion to the system.

7. ADDITIONAL SERVICES. Should DEALERSHIP desire additional consultation services from COMPANY, COMPANY and DEALERSHIP shall mutually agree on the additional service and compensation therefore prior to COMPANY providing any such additional services.

Relationship

8. It is understood that, during the term of this Agreement, COMPANY will render the Services solely as an independent contractor and that nothing herein contained shall at any time be so construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venturers as between DEALERSHIP and COMPANY.

Assignment

9. This Agreement is not assignable by either party hereto.

Place of Performance

10. COMPANY shall perform the Services under this Agreement from San Diego, California via telephone or modem. COMPANY may visit DEALERSHIP upon mutual agreement between the Parties provided DEALERSHIP pays or reimburses COMPANY for all expenses regarding said travel.

Notices

11. Any notices from one party to another shall be delivered either personally or by United States Mail, postage, full pre-addressed as follows:

a. COMPANY: PartsEdge.com
 12925-E Pomerado Road, Suite #E
 Poway, CA. 92064

DEALERSHIP:

- b. Any notice shall be deemed delivered upon personal service or 48 hours after the time of deposit in the United States Mail, postage fully pre-paid as the case may be. In the event that any party changes its address, such change if address shall be communicated to the other party in the manner set forth in this Paragraph.

Amendment

12. This Agreement may be amended only by a written notice signed by both parties. If such a written amendment is entered into, such written amendment shall modify only the provisions of this Agreement specifically modified and shall be deemed to incorporate by reference unchanged all remaining provisions of this Agreement.

Default

13. If any party neglects or fails to fully perform and fulfill any of the other terms and conditions of this Agreement or to take reasonable steps to adequately correct such neglect or failure within three (3) days of written notice, then that party shall be considered in default hereunder, and the opposite party shall have the right and option to terminate this Agreement as provided in Paragraph 5 (Term) above.
14. Notwithstanding the foregoing, should DEALERSHIP fail to pay the monthly retainer, COMPANY shall withhold Services until the retainer is paid.

Status of Agreement

15. This Agreement shall be subject to and governed by the laws of the State of California, irrespective of the fact that one or more of the parties now is or may become a resident of a different state.

Partial Invalidity

16. If any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Waiver

17. Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof.

Release

18. DEALERSHIP agrees that it has in place a maintenance contract with COMPUTER VENDOR for its computer system. DEALERSHIP further agrees to release COMPANY and its principals, employees and agents of and from any and all claims, demands, actions, set-offs, damages, costs, expenses, cause of action or suit for any problems real or alleged concerning DEALERSHIP's computer system and COMPANY's use thereof excepting therefrom the gross negligence of COMPANY.

Attorneys Fees

19. In the event either party shall be required to commence any action or proceeding against the other party by reason of a breach or claimed breach of any provision of this Agreement, to commence any action or proceeding in any way connected with this Agreement or to seek a Judicial Declaration of Rights under this Agreement, the person prevailing in such action or proceeding shall be entitled to recover from the other person or to be reimbursed the prevailing person's actual attorneys fees and costs including but not limited to expert witness fees, witness fees and any other fees and costs whether or not the proceeding or action proceeds to Judgment.

Entire Agreement

20. This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreements. There are no representations, warranties, agreements, arrangements or understandings, oral or written between the parties relating to the subject matter of this Agreement not contained in this Agreement.

Successors and Assigns

21. This Agreement shall be binding upon and ensure to the benefit of the parties and the respective heirs, executors, administrators, legal representative successors and assigns. Nothing contained herein shall modify Paragraph 9 regarding assignment.

Construction

22. Whenever used in this Agreement as the context requires, the singular number shall include the plural, the plural number shall include the singular. The masculine gender shall include the feminine and neuter. The feminine gender shall include the masculine and neuter, and the neuter shall include the masculine and feminine.

Headings and Captions

23. The headings and captions at the beginning of various paragraphs in this Agreement shall not be construed to be a substantive part of this Agreement and shall not in any way define, limit, expand or affect any provision of this Agreement.

Further Acts

24. Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

Counterparts

25. This Agreement may be signed in two (2) or more counter-parts each of which shall constitute an original, all of which together shall be one in the same document.

IN WITNESS THEREOF, the parties have executed this Agreement the day and year first appearing above.

COMPANY:

DEALERSHIP:

PartsEdge.com, Inc.

Dealership: _____

by: _____

by: _____

Name: _____

Name: _____

Title: _____

Title: _____