



Professional Automotive Career Training
Sponsoring Dealership—Student Agreement

This agreement made this ____ day of _____, 20____, between _____, whose address is _____ (hereinafter referred to as “Dealer”) and _____, whose address is _____ (hereinafter referred to as “Trainee”).

WHEREAS, AHM Professional Automotive Career Training Program (hereinafter referred to as “PACT”) is a cooperative effort between American Honda Motor Co., Inc., AHM Dealers and certain schools whereby qualified students obtain job training as automobile technicians in conjunction with their school education, and
WHEREAS, Trainee desires to participate in the PACT program, and
WHEREAS Dealer desires to sponsor Trainee in the PACT program and provide the training as outlined below,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, Dealer and Trainee agree as follows:

School Enrollment and Attendance

Trainee shall enroll in _____ year program in automotive technician studies at _____, designated by American Honda Motor Co., Inc.
Trainee acknowledges that the decision whether to admit a particular applicant in the school rests solely with the school, and that this Agreement is contingent upon Trainee being accepted in to the program by said school.

Trainee shall attend classes on a regular basis and maintain a grade average of at least an average (“C”) level and fulfill all other requirements of the school necessary to receive a degree or certificate.

Trainee shall at all times keep Dealer informed of Trainee’s school schedule and provide Dealer at least two weeks advance written notice of Trainee’s scheduled term breaks and holidays from school.

Immediately upon receipt, Trainee shall forward to Dealer copies of all grades and notices effecting Trainee’s status received from the school. All such items shall be kept in strictest confidence by Dealer.

Payment of Tuition, Fees, and Books

Dealer shall pay one-half of the tuition, usual and customary fees, and book expenses incurred by Trainee at school. The Dealer shall be entitled to one-half of all amounts refunded to Trainee for cancellation of classes or withdrawals.

Trainee shall be responsible for paying one-half of the cost of tuition, reasonable and customary fees imposed by the school and book expenses incurred at school. Trainee shall be responsible for any penalties imposed by the school for late payment of his or her one-half share. Trainee shall promptly notify Dealer of any refunds obtained from the school and trainee shall pay the Dealer one-half of such refund within seven (7) days after receipt. If not paid, Trainee hereby consents to an appropriate offset against wages earned during work periods at the dealership.

On the Job Training

Dealer shall schedule Trainee for work during designated term breaks at Trainee's school, holiday periods, and such other times as may be agreed between Dealer and Trainee. Dealer shall assign Trainee to specified technician work within the Dealer's premises and provide necessary training, advice and instruction in the proper performance of technicians assignments which shall include among other things, hands-on experience with technician equipment, receipt and evaluation of technical manuals used at the Dealer's facility and interaction with full-time regular employees employed by Dealer. Dealer shall have total discretion in scheduling assignments and in the number of hours per day that Trainee shall be scheduled for work.

The Trainee shall be considered an employee of the Dealer only during periods of work at the dealership. Dealer shall accordingly pay all taxes and secure all statutory withholdings related to the Trainee's employment. Trainee shall not be considered the employee of the dealer while the Trainee is in attendance at school, however Trainee and Dealer shall not be relieved of the terms of this Contract during such periods.

At no time shall the Trainee be considered the employee of American Honda Motor Co., Inc., nor shall the Dealer be considered in any way the agent or representative of American Honda Motor Co., Inc. American Honda Motor Co., Inc. shall have no responsibility or liability with respect to this Agreement.

Dealer shall compensate Trainee as set forth in Exhibit "A" which is attached hereto and incorporated by reference.

Trainee shall not be entitled to any other compensation or benefits other than set forth on Exhibit "A".

Neither American Honda Motor Co. nor Dealer makes any promises, guarantee or commitment that Dealer will offer further employment to Trainee upon completion or termination of the program.

Performance Review

With Respect to performance, Dealer shall periodically review with Trainee the latter's performance of assigned technician's work and school grades.

Termination of Agreement

This Agreement shall terminate if Trainee fails to maintain a satisfactory grade average in said school or Trainee withdraws or is terminated from said PACT program. In addition, Dealer may terminate this Agreement for any reason, with or without cause, by giving Trainee three (3) days

written notice of termination. Upon such termination, Trainee's employment with Dealer shall terminate and Dealer shall have no further obligation to Trainee, and Trainee shall return all Dealer Tools.

General

Except as authorized by the Dealer, the Trainee shall have no authority to and will not enter into any agreement, written or oral, in Dealer's name or purporting to bind Dealer. Furthermore, Trainee shall not disclose or divulge during the term of this agreement, or thereafter, to any person, firm, corporation, or association whatsoever, other than to Dealer, any information or data received from dealer concerning any aspects of its operation, products, programs, or plans unless such disclosure is first approved by Dealer in writing.

It is understood that Trainee's entire work product shall be the property of the dealer and shall not be disclosed to her without the written approval of the Dealer. Likewise, any of the Trainee's suggestions or ideas that he or she may make it known in the performance of duties under this Agreement can be freely used by or on behalf of the Dealer without compensation or further obligation beyond that stated in this Agreement.

Notices

All notices by each party to the other shall be writing and hand-delivered or sent by first class mail to the addresses set forth above.

Terms

This Contact shall commence on _____ and unless sooner terminated as provided, will continue until _____, at which time this agreement and Trainee's employment with Dealer shall terminate, and Dealer shall have no further obligation to Trainee.

Entire Agreement

This Agreement shall be interpreted according to the laws of the State of _____, and shall be the full and complete agreement between the dealer and Trainee, and supersedes any prior written or oral agreements, express or implied, between the parties relating to the same subject matter.

(Trainee)

By _____

(Dealer)

(Dealer Number)

Exhibit "A"

Compensation

Trainee shall be compensated at a rate of \$_____ per hour for work performed at the Dealer's premises.

Compensation is subject to periodic review, in Dealer's sole discretion, based on the Trainee's work performance, attitude, and grades.

Trainee understands that he/she is not entitled to any other compensation, benefits, bonuses, or incentives unless by a separate written agreement.