

Dealership Signup Information

(All dealer agreements can be found on our website - goldstandardautomotive.com)

*Dealership Name _____

*Dealership DBA (if different from name) _____

*Agent _____

*Agency _____

***Login Credentials for Dealership – Please include first and last name** (if the person needs limited access/credentials such as NO access to remittance or settings please note “limited” next to name).

Name _____ Email _____

Name _____ Email _____

Name _____ Email _____

*Rate Card – Custom Standard A B C D E F

*GAP : YES NO

(If yes please include CarCo Gap dealer agreement and select ONLY 1 option for Gap. *(Also, there are options for over \$100k financing upon request)*).

Standard 125% no ADR

Standard 150% no ADR

Standard 125% with ADR benefit

Standard 150 % with ADR benefit

Branded/Salvage 100%

BHPH 125%

California GAP (No ADR)

*PayLink: YES NO

(Include Dealer Agreement if wanting this option). *Needs to be less than 10% of overall business production.*

*Pass Through: YES NO

(If yes please include pass though form, with W9 and ACH form & voided check).

***DMS Integration company** (dealership needs to contact their DMS provider to start integration process.)

DMS Provider Name _____

Please include the following forms when submitting a dealership sign-up:

1. Gold Standard dealer agreement
2. Commission setup form or select rate card option
3. PayLink dealer agreement
4. CarCo GAP dealer agreement
5. Pass Through agreement with W9 and ACH for each payee
6. Florida ONLY – Plateau appointment agreement

Send all the documentation to the following:

Gold Standard Internal Account Manager

Sales team – sales@goldstandardautomotive.com

Support team – support@goldstandardautomotive.com



GOLD STANDARD AUTOMOTIVE NETWORK

P.O. Box 260 • Draper, UT 84020

801-963-GOLD or Toll-Free 833-852-GOLD

GoldStandardAutomotive.com

DEALER AGREEMENT: NEW DEALERS

Dealer		Federal Tax ID Number		Effective Date	
Address			City		State
				ZIP	
Telephone Number	Fax Number	Contact Name		Email Address	

THIS AGREEMENT is between Gold Standard Automotive Network, ("GSAN") a Utah corporation, and _____, a _____ corporation with their principal offices located at _____ (individually and collectively with their affiliated entities, ("Dealer", "You", "Your").

WHEREAS, the Dealer desires to perform as well as follow the requirements of the Program; and in Consideration of the recitals, promises and mutual covenants as outlined for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GSAN and the Dealer desires to enter this Agreement. The Dealer wishes to offer one or more of GSAN's Products to its motor vehicle Purchasers ("Purchasers") and GSAN desires to appoint the Dealer as a sales representative for such Products, all in accordance with the terms and conditions of this Agreement. As used herein, "Product" means any of the Maintenance or Maintenance / Vehicle Service Contract, GAP, or other programs offered by GSAN to a Dealer.

- GSAN hereby authorizes You to offer and sell GSAN Products to Your Purchasers within the States were filed and approved. You agree each Product shall be sold only on an eligible vehicle as defined within the GSAN Product(s) Contract in accordance with GSAN rules, regulations, terms and pricing in effect at the time of sale. The Dealer agrees to report all sales and make payment on sold Products by the 15th of the following month. The Dealer agrees that prior to the sale of any vehicle being sold with a GSAN Product, that the vehicle has been inspected and that the Dealer has repaired or fixed any defects found or made repairs required and certifies that the vehicle is in good working mechanical condition, unless otherwise specified in this agreement.
- You have no right to use the logo or trademarks of either the insurer or GSAN under this agreement without specific permission to do in writing. You may use approved GSAN brochures.
- GSAN reserves the right to change Product coverage, rules, regulations, terms and pricing. You will be notified of these changes and shall promptly make the changes as required. The insurer may also make changes and the Dealer will be notified should such changes occur. GSAN shall have no liability and the Dealer will indemnify, defend, and hold harmless GSAN with respect to any Product offered by the Dealer on a form, other than that provided to the Dealer by GSAN, or on a form no longer in use, or using a form that has been issued but does not meet the terms and conditions on the form, as outlined herein. You shall not change, modify, alter or waive any terms on the Product agreement and have no authority to modify or waive any terms within the GSAN Product or make representations on coverage or benefits provided. Nor, may You modify or change the contractual obligations of the insurance carrier. Should such change occur, or representations made result in a loss that is otherwise not covered, it will be the Dealers obligation to make repairs or pay for loss incurred, including any legal fees or court costs.
- You shall comply with all applicable laws relating to all aspects of the Agreement and the Products offered pursuant hereto, including, but not limited to: (1) the marketing and sale of Products; (2) mandated timeframes for delivery of Product forms; (3) making Product terms and conditions available to consumers prior to purchase; and (4) timely refunding of the purchase price in the event of a proper cancellation by a Purchaser.
- You shall comply with all lawful instructions and rules issued by GSAN relating to the Agreement or the Products offered pursuant hereto, including all instructions relating to licensing, registration or other authorization required of a governmental authority for Dealer to market and sell the Products.

6. You shall remit to GSAN all funds due to the GSAN on each sale within fifteen days (15) days following the end of the month in which the Product was sold. Any additional monies that are otherwise owed by You shall be due immediately upon the Dealer's receipt of a billing for such from GSAN. Should a Dealer fail to remit funds within the required time frame, they may become liable for the payment of any or all claims, including legal fees, court costs or judgments rendered. It is understood that the insurer has the right but may not elect to collect from the dealer any outstanding funds owed to GSAN. A Dealer that is not current with the payments on sales made as detailed herein, will lose eligibility for the "no charge back" benefit should payments not be kept current as required. Any Dealer which has more than 100% or greater loss ratio or greater shall not be eligible for the "no charge back" program. Loss ratio is defined by taking total paid on your written earned fees compared to claims paid during the same period.
7. (a) In the event of cancellation of an approved service contract by the purchaser after One Hundred Twenty (120) days from its effective date, the amount of the refund by Administrator will be the full pro rata amount due to the purchaser, subject to 1 (d & e) below.
All sold Contracts must be paid in full within Forty-Five (45) days from the contract inception date.
A refund due to a cancellation of an approved service contract within One Hundred Twenty (120) days of its effective date will be shared by both the Dealer and Administrator. Each party will pay their appropriate pro rata share of the refund. The Dealer's pro rata share is based on the difference between the retail selling price and the Dealer net cost due to the Administrator including surcharge.
(b) All approved service contracts written on or after the effective date of this Addendum shall be accounted for as of June 1, 2021.
(c) The Administrator's responsibility to the Dealer will not exceed the pro rata share of the refund based on the Dealer's service contract profit and where applicable may NOT exceed the approved state filed rates.
(d) The Maximum dollar amount of this "dealer no charge back" is the actual cost up to a maximum of One Thousand Dollars (\$1,000) and applies to only the 3, 4, and 5 year Power Train, 10K, 10K Plus (Mechanical VSC), Extended plans (Bronze and Silver) and the Exclusionary plan (Gold). Dealer Pass Through, Over Bill, Over Remit etc. are included in the dealer's portion of the One Thousand Dollars (\$1,000) covered by Gold Standard Automotive Network, Inc.
(e) To qualify for this benefit, the Dealer must sell two (2) eligible contracts as defined in "d" above per month and have a loss ratio of paid claims to earned premium on VSC Contracts sold by the Dealer from the date this Agreement became effective that is less than 100%.
8. This Agreement can be modified or terminated by the Administrator at any time. A Dealer may also terminate this agreement. Termination of this Addendum will not be grounds for termination of the Administrator agreement. If this Agreement is terminated, all contracts written while this Addendum is in force will be subject to and accounted for pursuant to the terms herein.
9. Except as herein specified, all other terms and conditions of the Administrator Agreement, and any Addendum or amendment thereto, remain unchanged.
10. Any contract financed through Paylink, does not qualify for the No Charge Back program. Each party will pay their appropriate pro rata share of the refund. The Dealer's pro rata share is based on the difference between the retail selling price and the Dealer net cost due to the Administrator including surcharge.
11. You shall promptly refund to the Purchaser, all funds owed in the event of a cancellation, including compensation received by You. A cancellation fee may be made by GSAN as allowed by State law.
12. It is understood and agreed that should You provide repair services that includes a covered benefit under a GSAN Product, You must obtain approval for any such work prior to starting repairs. Labor rates and parts costs shall conform to the local prevailing rate, not to exceed the amounts shown in the GSAN Product agreement. The Dealer agrees not to make a claim for repairs that were known prior to the time of sale, or on parts that were not damaged, or excluded in the Product agreement.
13. You shall remain responsible for performing the work in a reasonable, workman like manner and shall warrant the repairs for 12 months. GSAN is not responsible for work done in an unacceptable manner.
14. You are required to fully inform all Purchasers about the Program terms, conditions, limitations, and exclusions as outlined within the Product terms.
15. GSAN may change the rate to You; GSAN will communicate any such change to You. Any change so made would take place 30 days after notice. If the Dealer fails to properly remit funds to GSAN as required, then the Dealer shall be liable for all costs and expenses of GSAN resulting from the Dealer's failure to remit such funds. The Dealer agrees that failure of the Dealer to properly remit funds for any Contract issued by it shall constitute a material breach of this Agreement.
16. You shall be responsible for any taxes imposed by law on You or transaction as a result of the sale of all or any part of the Program.
17. You further agree that all funds received by You on the sale of GSAN Products shall be held in a fiduciary capacity and not intermingled with personal or other funds or used for personal or any other purpose whatsoever.
18. If any fees or any other amounts due to GSAN, or its agents or assigns, from the Dealer remain unpaid after thirty (30) days shall be deducted from any fees or other any amounts otherwise due to the Dealer. GSAN also reserves the right to offset

any amounts due to the Dealer under this Agreement against any amounts due to the Dealer under this or any other agreements the Dealer.

19. GSAN may cancel any Contract in its sole discretion subject only to the terms of the Contract and applicable state law. The Dealer further agrees that the GSAN may decline or refuse to accept any Contract in its sole discretion subject only to the terms of the Contract and applicable state law. Upon termination or expiration of the Agreement, immediately cease offering the Products and coordinate with GSAN to resolve any requests from or disputes with Purchasers, including but not limited to refunds/cancellations. Should this Agreement terminate for any reason, the Dealer agrees to immediately cease offering the Products and work with GSAN to resolve any requests from disputes with Purchasers, including refunds/cancellations.
20. You agree to hold the GSAN, their respective agents, employees, successors harmless from any and all claims, actions, demands or liabilities (including but not limited to attorney's fees and other legal costs) of any type arising out of or resulting from (i) any act or failure to act by You (including but not limited to its agents and employees) which causes harm or damage to any person or property, (ii) any act related to the conduct of You business over which GSAN has no control (iii) any other claim arising out of or related to a Contract except to the extent that such claim relates to GSAN's failure to perform its obligations hereunder, or (iv) the Your failure to comply with any and all applicable laws, rules, regulations and ordinances respecting the sales of Contracts. Should You receive notice of a lawsuit, hearing, investigation, issuance of a cease-and-desist order or any other complaint related to Products sold pursuant to this Agreement, You shall notify GSAN within 2 (two) business days.
21. You shall bear all of its business expenses and marketing costs and shall not incur any expense or cost on behalf of the GSAN.
22. You agree to keep GSAN's Confidential Information confidential. As used herein, "Confidential Information" means any and all information provided by the GSAN to You, which may include without limitation: information concerning the business and practices, rating information, policies and procedures, techniques, processes, equipment, software programs, financial information, pricing policies, contractual relationships and sales. Confidential Information does not include information that was in the public domain at the time it was disclosed to You or rightfully known by You prior to disclosure by the GSAN. You agree to use the Confidential Information only for the purposes of fulfilling its obligations under the Program. You further agree not to disclose, disseminate, publish, transfer, or otherwise make available Confidential Information to third parties.
23. You and all persons employed by You to perform any activities authorized by this Agreement shall procure and maintain in good standing all licenses, permits, and certifications required under all applicable state and federal laws with respect to such activities.
24. You shall not use for any purpose other than as required by this Agreement, disclosure to any other person or entity the names, personal information, and other information concerning the subject matter of the Products without first affording GSAN with a reasonable opportunity to confirm that such use or disclosure complies with any applicable federal or state privacy laws.
25. You shall not engage in unlawful discrimination, misrepresentation, or any unfair trade practice pertaining to the Program that is prohibited by law.
26. GSAN Agrees:
 - a. To allow You to charge a reasonable mark-up above the Company's charged costs of the Contracts (the "Dealer Mark-up").
 - b. To arrange for the purchase of insurance covering the Company's obligation under any Program unless otherwise stated in the Contracts sold to Purchasers.
 - c. To furnish You with the form of the Contracts and other supplies approved by the Company necessary for You to implement the Program, all of which shall remain the property of the Company and shall be promptly returned to the Company by You in the event of the termination of this Agreement or upon demand of the Company.
 - d. To compute payment to You, if applicable, on all covered Contract claims at the customary retail labor rate for the time required. You understand that, in some cases, parts will be handled as outlined in the Product details.
 - e. For cancelations by the Purchaser, to refund to the Dealer (to enable the Dealer to return the funds to the Purchaser), the Company's portion due according to the terms agreed upon in the Purchaser's Contract under the applicable cancelation section, unless the cost is part of a finance agreement, in which case, the refund would be made to the Lender.
 - f. To hold You harmless from an expense (including attorney's fees), judgment, fine, and amount paid in settlement arising out of any action, suit or proceeding, whether civil, criminal administrative or investigative, in connection with the Product issued pursuant to this Agreement, which result from gross negligence, fraudulent or illegal acts on the part of the Company.
 - g. To inform You about the policies, procedures, risk management and marketing guidelines of the contractual liability insurer of the Company.
 - h. GSAN shall be solely responsible for administering and paying all benefits under the Products. You shall have no authority to adjudicate, settle, compromise, or pay any benefits under the Products. In the event a Customer attempts to make a claim under a Product directly with Dealer, You shall instruct the Customer to follow the claims reporting instructions set forth in the Product Form and shall provide all reasonable and necessary cooperation and

assistance to the Customer.

- i. This Agreement shall become effective as of the date specified in the Information Page. This Agreement may be terminated by either party by giving thirty (30) days' advance written notice to the other party. This Agreement may be terminated immediately for any of the following reasons: (a) the failure of the other party to cure any material breach of this Agreement committed by such party within thirty (30) days after written notice of the breach has been provided by the terminating party; (b) the filing of a voluntary or involuntary bankruptcy petition involving the other party, or the appointment of a receiver, conservator, supervisors, or similar official concerning the other party; or (c) the assignment by the other party of all or substantially all of its assets for the benefit of its creditors. The termination of this Agreement shall not affect or diminish the obligations of the parties under this Agreement with respect to Products sold prior to the termination date.
27. This Agreement shall be interpreted and enforced in accordance with the laws of UTAH, without reference to the conflicts of laws principles thereof. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Such arbitration shall be conducted before a three-person arbitration panel, and each arbitrator shall have experience in matters of property and casualty insurance or reinsurance. One arbitrator shall be chosen by Dealer, one by GSAN, and a third arbitrator, an umpire, shall be chosen by the appointed arbitrators. In the event that the arbitrators are not able to agree on the choice of the umpire, the appointment shall be left to the President of the American Arbitration Association, or its successor. Venue for such arbitration shall be decided by the parties. If the parties cannot agree to where the arbitration will be conducted, then the arbitration panel will decide. The arbitration panel's award shall be in writing and shall set forth the findings and conclusions upon which it based the award. The prevailing party in any such arbitration shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in connection with the arbitration, as such is determined by the arbitration panel.
 28. You shall at all times be considered an independent contractor, and nothing in this Agreement is intended or shall be construed to create an employment, joint venture, or partnership relationship between GSAN and Dealer or between GSAN and any of Dealer's employees, agents, and sub-contractors.
 29. The failure by either party to exercise or enforce any of its rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right, or remedy.
 30. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective lawful successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective lawful successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
 31. Neither this Agreement, nor any of the authority, rights, duties, obligations, liabilities afforded or created by this Agreement may be assigned or delegated by Dealer to any other person without a prior written consent of GSAN.
 32. This written Agreement and the exhibits hereto constitute the entire agreement.
 33. This Agreement and the Information Page may not be amended or modified except by written agreement signed by both of the parties hereto. This provision does not apply to the Program Terms which may be amended by GSAN, as provided in this Agreement.
 34. If one or more provisions of this Agreement are held to be unenforceable under applicable laws, such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

DEALER BUSINESS PROTECTION

35. GSAN has agreed to provide You with an incentive designed to help protect Your business and to generate additional sales for Your business. To be eligible for this benefit, You must have them paid within 45 days of the sale contract being written and 48 days from vehicle sale date on the vehicle in question. You must maintain the requirements noted in the Dealer Agreement and will be subject to the specific terms as detailed below. This is not a benefit that can be sold by You to Your Customer.
36. The benefit as outlined will only be applicable on sales where the designated GSAN product is sold and remains active on the vehicle at the time of collision.
37. All VSC fees owed on recorded sales must have been remitted to GSAN as detailed in the Dealer agreement in order for You to receive this benefit.
38. GSAN will pay directly to the Dealer noted in this agreement, should Your customer under a GSAN VSC contract have a total loss resulting from a collision and must replace their vehicle, \$2,000 toward the down payment of a vehicle purchased from Your Dealership. The Dealer must document that a total loss occurred. Also:
 - GSAN reserves the right to ask for documentation prior to reimbursement.
 - The purchase or lease of the replacement vehicle from the Dealership must be for an amount greater than the value prior to loss of the replaced vehicle.
 - The vehicle that has been totaled must be replaced at your Dealership.
 - Vehicles that are repairable but deemed by the customer as being totaled are not eligible for this Dealer plan.
 - The payment shall be made to the Dealer with the Customers name on the check. The Dealer shall provide validation of the sale or lease before the check will be released.

NO CHARGEBACKS

The parties hereto have previously entered into an Administrative Agreement setting forth their rights and duties with respect to a Service Contract Program administered by the Administrator.

IN CONSIDERATION of mutual agreements herein contained being kept and performed, Administrator agrees to allow the Dealer to retain profits on canceled contracts, providing the following conditions are met:

- (a) In the event of cancellation of an approved service contract by the purchaser after One Hundred Twenty (120) days from its effective date, the amount of the refund by Administrator will be the full pro rata amount due to the purchaser, subject to 1 (e & f) below.

All sold Contracts must be paid in full within Forty-Five (45) days from the contract inception date.

(b) A refund due to a cancellation of an approved service contract within One Hundred Twenty (120) days of its effective date will be shared by both the Dealer and Administrator. Each party will pay their appropriate pro rata share of the refund. The Dealer's pro rata share is based on the difference between the retail selling price and the Dealer net cost due to the Administrator including a surcharge.

(c) All approved service contracts written as of Your notice date, shown above shall be subject to this addendum.

(d) Administrator's responsibility to the Dealer will not exceed the pro rata share of the refund based on the Dealer's service contract profit and where applicable may NOT exceed the approved state filed rates.

(e) The Maximum dollar amount of this "dealer no charge back" is the actual cost up to a maximum of One Thousand Dollars (\$1,000) and applies to only 3yr term contracts or longer. Dealer Pass Through, Over Bill, Over Remit etc. are included in the dealer's portion of the One Thousand Dollars (\$1,000) covered by Gold Standard Automotive Network, Inc.

(f) To qualify for this benefit, the Dealer must sell two (2) eligible contracts as defined in "e" above per month and have a loss ratio of paid claims to earned premium on VSC Contracts sold by the Dealer from the date this Agreement becomes effective that is less than 100%.
- The No Chargeback Agreement can be modified or terminated by the Administrator at any time. A Dealer may also terminate the No Charge back agreement. Termination of this Addendum will not be grounds for termination of the Administrator agreement. If this Agreement is terminated, all contracts written while this Addendum is in force will be subject to and accounted for pursuant to the terms herein.
- Except as herein specified, all other terms and conditions of the Administrator Agreement, and any Addendum or amendment thereto, remain unchanged.
- Any contract financed through Paylink, does not qualify for the No Charge Back program. Each party will pay their appropriate pro rata share of the refund. The Dealer's pro rata share is based on the difference between the retail selling price and the Dealer net cost due to the Administrator including surcharge.

IN WITNESS WHEREOF, the parties hereto have executed this Dealer Agreement, the day and year first written above.

DEALER/ DEALERSHIP:

Dealer/ Dealership Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Signature: _____

Title: _____

ADMINISTRATOR:

Gold Standard Automotive Network, Inc.

P.O. Box 260, Draper, UT 84020

By: Anthony Timpson

Title: Chief Sales Officer

Dealer Profile

Application Date: _____

Dealer Information:		
Dealer Name:	DBA (if applicable):	
Dealer Type: <small>(check one)</small>	<input type="checkbox"/> Franchise	<input type="checkbox"/> Independent <input type="checkbox"/> Buy Here Pay Here
Physical Street Address:		
City:	State:	Zip:
Primary Contact:	Phone:	Fax:
Email Address:	Average Vehicles Sold Per Month:	
MotorForms:		
If you intend to use eContracting and eRating, please complete the section below.		
Current DMS:	Current Menu System:	
Primary User:	Email Address:	

Completed By:

I hereby swear that the answers provided herein are true and correct to the best of my knowledge.

Any person who knowingly submits this application with any false or misleading information, is subject to denial or future termination.

Printed Name Position

Signature Date

Dealer Agreement

This Dealer Agreement (“Agreement”) is made this ____ day of _____, 20____, by and between the Dealer, Producer, and Administrator identified below (each a “Party”, and collectively referred to herein as the “Parties”).

Dealer:	
Agent (“Producer”):	
Administrator (“Company”):	<input type="checkbox"/> Comprehensive Auto Resources Company, Inc. P.O. Box 1268 Exton, PA 19341 (877) 902-8790
Products of Interest (“Program”):	<input type="checkbox"/> GAP

Recitals:

Whereas, the Company, among other things, markets and administers the Program; and
Whereas, the Dealer desires to use the Company’s Program in conjunction with the sale of vehicles to Dealer’s customers; and
Whereas, the Producer is responsible for establishing and maintaining the Dealer’s relationship with the Company;
Now Therefore, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

A. GENERAL PROVISIONS

1. The Parties are acting solely as independent contractors in all matters relative to this Agreement.
2. It is the duty of the Parties hereto to notify the others of any change of address.
3. Should any part of this Dealer Agreement be found to be unlawful or void, it shall not affect the remaining parts of the Agreement.
4. If any Party to this Agreement fails to perform its obligations under this Agreement, the non-performing Party shall be liable for all liabilities, losses, claims, damages, costs and expenses, including without limitation, reasonable attorney’s fees, incurred in enforcing the provisions of this Agreement.
5. This Agreement contains the complete understanding of the Parties and may not be amended or modified by the Parties unless such amendment or modification is in writing, and agreed to by all Parties.
6. This Agreement attaches to and becomes a part of the Producer Agreement.
7. The Agreement supersedes all previous oral or written Agreements.
8. The Company reserves the right, before or after termination, to audit the books and records of Dealer pertaining to the Program, as long as any liability may exist.
9. The Dealer will have no authority to bind Company in any way unless specifically set forth herein.
10. The Dealer will not accept, service, or settle any claims on behalf of the Company without written consent.
11. Should the Dealer consist of more than one location, the name and address of each individual location will be attached hereto by amendment, and the terms and conditions herein will apply to all locations.

B. COMPANY

1. Company hereby grants authority to Dealer to receive and accept Applications from Dealer’s customers to purchase coverage under the Program.
2. Company has acquired, and agrees to maintain, insurance coverage, at Company’s sole expense, which shall ensure that the Company fulfills its obligations to Dealer’s customers.
3. Company agrees to furnish the necessary Applications, forms, and other supplies necessary for the Dealer to implement the Program, all of which shall remain the property of the Company and shall be returned to Company in the event of the termination of this Agreement. No other Application, marketing material, or any similar material regarding the Program (including logos), shall be used by Dealer unless pre-approved in writing by Company.
4. Company agrees to promptly and accurately process the business, including enrollments and cancellations, adjust, settle, and pay and/or deny benefit requests and/or claims in accordance with applicable law and the terms of the Program, and perform other Administrative activities as may be agreed between the Parties provided however, the Company may, at its sole discretion, sub-contract with another entity to perform and/or assume some or all of its rights, duties, and/or obligations arising under this Agreement.
5. Company shall be under no obligation to investigate or arrange for the payment of any claim if the Dealer or Producer fail to remit the Application and required fees to the Company in accordance with the terms and conditions herein.

C. DEALER

1. **Dealer** agrees to follow the guidelines as issued by **Company** concerning the **Program**. Furthermore, **Dealer** agrees to comply with applicable law and all terms and conditions of the corresponding **Program** Application.
2. **Dealer** agrees to use only the Applications provided by **Company**, and to register only those vehicles eligible for coverage under the **Program**.
3. **Dealer** agrees to disclose to customers all material terms for each **Program** offered, including but not limited to: administration fees, deductibles, coverage periods, exclusions, eligibility, as well as other material terms.
4. **Dealer** agrees to hold all funds collected for the **Program**, which are payable to **Company**, in a fiduciary capacity.
5. **Dealer** agrees to remit the cost for each Application in accordance with the **Company's** requirements within sixty (60) days of Application issue date. **Company** reserves the right to refuse/return the Application to the **Dealer**, and notify the purchaser of the refusal/return of the Application. No coverage will be granted for non-timely or incomplete Application submission by **Dealer**.
6. If an Application is remitted to **Company** more than sixty (60) days from Application issue date, **Dealer** may be required to provide a Late Submission Agreement, under which **Dealer** agrees to be responsible for any claims occurring prior to the remittal of the Application.
7. **Company** reserves the right to charge a late remittal fee of \$50.00 for each Application remitted more than sixty (60) days from the Application date.
8. **Dealer** agrees that **Company** shall have the right to offset any amount **Company** may owe **Dealer** against any sums the **Dealer** may owe for any obligations of **Dealer** to **Company**.
9. **Dealer** agrees to refund any amounts owed, as calculated by **Company** in accordance with applicable law and the Application terms and conditions, in a timely manner.
10. **Dealer** agrees to indemnify and defend and hold **Company**, and their officers, directors, employees, and agents, harmless from any claim, liability, damage, loss, or expense, including attorney's fees resulting from any negligence, act, omission, willful conduct or misconduct, or failure to act by **Dealer**, or its employees or agents.

D. DEALER DISPUTE

The **Parties** agree that, prior to taking any formal legal action, all disputes and controversies of every kind and nature arising out of this **Agreement** shall be submitted to arbitration administered by the American Arbitration Association (AAA), in accordance with its rules for such cases then in effect, and any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing **Party** shall be entitled to an award of reasonable attorneys' fees as well as costs and fees of arbitration. Any **Party** may request that the award of the arbitrator be accompanied by a reasoned opinion.

E. TERMINATION

Any **Party** may terminate this **Agreement**, for any or no reason at all, by providing the other **Parties** thirty (30) days prior written notice; provided however the **Company** may terminate this **Agreement** immediately, and without prior notice, if the **Dealer** fails to comply with any Licensing laws, or other law or regulation; becomes insolvent, bankrupt, or suffers some other financial impairment that may impact **Dealer's** performance under this **Agreement**; improperly handles **Company's** funds; commits any act of fraud or malfeasance; commits any breach of this **Agreement** or any other **Agreement** with **Company**; or commits any act injurious to **Company** or its contract holders. Additionally, the **Company** reserves the right to terminate this **Agreement**, with due notice, for inadequate performance, including but not limited to: low production, excessive losses, and/or improper reporting. The **Dealer** will be responsible for and agrees to remit to **Company** all policies produced by **Dealer** under the **Program** prior to the effective date of termination. The termination of this **Agreement** will not affect any Application received by the **Company** prior to the effective date of termination. After termination, **Dealer** agrees to return all unused Applications, forms, brochures, and any other supplies or equipment made available to **Dealer** by **Company**. It is expressly agreed that termination of this **Agreement** does not release **Dealer** from continuing liability for refunds and/or cancellations.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date listed on page two.		
Producer:	Printed Name: _____	Signature: _____ Date: _____
Dealer:	Printed Name: _____	Signature: _____ Date: _____
Company:	Printed Name: _____	Signature: _____ Date: _____