

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: |