



# GAP & ANCILLARY PRODUCT SALES AGREEMENT

This Dealer Sales 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”):	Rev Dealer Resources
Administrator (“Company”):	Comprehensive Auto Resources Company, Inc., P.O. Box 1268 Exton, PA 19341 (877) 902-8790
Products of Interest (“Program”):	<input checked="" type="checkbox"/> GAP <input type="checkbox"/> Complete Auto Value Protection (CAVP) <input type="checkbox"/> Lease Wear & Tear Protection* (LWAT) <input type="checkbox"/> Paintless Dent Repair <input type="checkbox"/> Tire & Wheel <input type="checkbox"/> Windshield Protection
Administrator (“Company”):	AutoShield (DBA of Milco, Inc.), P.O. Box 1228 Exton, PA 19341 (866) 945-7317
Products of Interest (“Program”):	<input type="checkbox"/> Total Loss Protection (TLP) <input type="checkbox"/> Theft Deterrent Protection (TDP) <input type="checkbox"/> Key/Remote Replacement
Administrator (“Company”):	Siskin Enterprises, Inc., P.O. Box 58, Salt Lake City, UT 84110 (800) 453-8470
Products of Interest (“Program”):	<input type="checkbox"/> Appearance Protection

### RECITALS:

**Whereas**, Dealer desires to sell Company’s Ancillary Service Contracts, Warranty Products, or GAP Waiver Agreements (“Contract”), in conjunction with its New and/or Used Vehicle Sales; and

**Whereas**, Dealer recognizes that Company has expertise in administering such Contracts and desires to market Company’s Contracts with retail vehicle sales; and

**Whereas**, the Producer is responsible for establishing and maintaining the Dealer’s relationship with the Company;

**Now Therefore**, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

### DEFINITIONS:

- The term “Program” means the Ancillary Service Contract(s), Warranty Product(s), or GAP Waiver Agreement(s) sold by Endurance Dealer Services LLC and administered by the Company(s) listed above.
- The terms “Contract(s)” and “Application(s)” refer to an Ancillary Service Contract, Warranty Product, or GAP Waiver Agreement approved by Endurance Dealer Services LLC and Company(s), and properly sold or provided by Dealer, incidental to and as a natural extension of its business of selling, leasing, or servicing vehicles.
- The term “Contract Holder” refers to the purchaser or proper recipient of a Contract.

### GENERAL PROVISIONS:

- The Parties are acting solely as independent contractors in all matters relative to this Agreement.
- It is the duty of the Parties hereto to notify the others of any change of address.
- Should any part of this Dealer Agreement be found to be unlawful or void, it shall not affect the remaining parts of the Agreement.
- 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.
- 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.
- This Agreement attaches to and becomes a part of the Producer Agreement.
- The Agreement supersedes all previous oral or written Agreements.
- 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.
- The Dealer will have no authority to bind Company in any way unless specifically set forth herein.
- The Dealer will not accept, service, or settle any claims on behalf of the Company without written consent.

- 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.

#### **RESPONSIBILITIES OF COMPANY:**

- Company hereby grants authority to Dealer to receive and accept Applications from Dealer's customers to purchase coverage under the Program.
- Company has acquired and agrees to maintain insurance coverage, or maintain an actuarially sound program of self-insurance, at Company's sole expense, which shall ensure that the Company fulfills its obligations to Dealer's customers.
- 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.
- 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.
- 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.

#### **DEALER OBLIGATIONS:**

- 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.
- Dealer agrees to use only the Applications provided by Company, and to register only those vehicles eligible for coverage under the Program.
- 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.
- Dealer agrees to hold all funds collected for the Program, which are payable to Company, in a fiduciary capacity.
- 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.
- 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.
- Company reserves the right to charge a late remittal fee of fifty (\$50) dollars for each Application remitted more than sixty (60) days from the Application date.
- 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.
- 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.
- 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.
- In the event a retail customer cancels a cancellable Application, each party shall be responsible for a portion of the customer's entitled refund. Such portion shall be in the same ratio that the parties shared in the original amount paid by the customer for the Application in question. Such refund obligation by each party shall be made timely and such obligation shall remain in existences following the termination of this agreement.
- All employees and agents of Dealer will provide proper application of the Appearance and/or Windshield Protection Products ("Products") as outlined in the applicable instructions and will store and otherwise handle the components and raw materials for such Products in strict accordance with such instructions and accompanying Safety Data Sheets.
- Dealer shall not cause or allow any alterations, change or dilution of any Products to occur.
- Dealer will not misrepresent or modify the Applications and shall be fully informed as to the attributes, qualities, limitations, uses and proper application of each Product(s).

#### **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.

#### **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, this Agreement has been executed by the duly authorized representatives of the parties on the date first set forth above.**

**DEALERSHIP**

**ENDURANCE DS**

Dealer Principal Signature: \_\_\_\_\_

Management Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_ State License#: \_\_\_\_\_

**AGENT**

Agent Signature:  \_\_\_\_\_

Printed Name: Riley Schroeder \_\_\_\_\_

Date: \_\_\_\_\_