

**Rate Chart Codes:**

New Car Rates: \_\_\_\_\_

Used Car Rates: \_\_\_\_\_

Wrap page: \_\_\_\_\_

Other: \_\_\_\_\_


**Naviss**  
 Dealer Information Form

Dealership or Distributor Name:		Acct. Number <small>assigned by Home Office</small>
DBA:		
Address:		
City, State, Zip:		Finance Acct # <small>assigned by Home Office</small>
Phone Number:	Fax Number:	
Tax I.D. No:	E-Mail address:	
Date Account will begin selling contracts:        /        /		

**ACCOUNT PERSONNEL**

TITLE	NAME	EXT.	E-MAIL
Owner			
General Manager			
Contact Person			
F & I Managers			
Office Manager			
Service Manager			

**PRODUCTION INFORMATION**

Approximate Number of Vehicles Sold Monthly:	<b>NEW</b> _____	<b>USED</b> _____	<b>LEASES</b> _____
<b>PROGRAMS TO BE SOLD:</b>	Approximate Number of Contracts Sold Monthly:		
	NEW	USED	
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

**COMPUTER INFORMATION/INTERNET CONNECTION**

Computer System:	<input type="checkbox"/> ADP <input type="checkbox"/> R&R <input type="checkbox"/> UCS <input type="checkbox"/> EDS   Other: _____	Service ID#: _____
Distributor System:	Forte _____	Other: _____ please specify
Finance Company:		

**SPECIAL INSTRUCTIONS**


**SUGGESTED REPAIR FACILITIES**


**618 Spirit Drive, Suite 125 • Chesterfield, MO 63005 • 888-869-9655 • Fax: 636-778-9706**

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated, to be effective as of the date stated above, each person signing, warranting that he has the requisite authority to execute this Agreement.

\_\_\_\_\_  
Dealer Name

Tier One Warranty Services

\_\_\_\_\_  
Dealer Representative

\_\_\_\_\_  
Tier One Warranty

\_\_\_\_\_  
Federal Tax I.D. #

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**TOW-DA (03/08)**



Now you're covered.™

# Service Contract Program Dealer Agreement

Administered by:

Tier One Warranty Services  
3707 FM 1960 W  
Suite 450  
Houston, Texas 77068  
Toll Free: (800) 497-5633

Dealer Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

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

Program: \_\_\_\_\_

Labor Rate: \$\_\_\_\_\_ Flat Rate Manual (Name): \_\_\_\_\_

This AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Tier One Warranty Services LLC, 3707 FM 1960 W, Suite 450, Houston, Texas 77068 (hereinafter referred to as "COMPANY") and above named Dealer (hereinafter referred to as "DEALER").

Now, therefore, COMPANY and DEALER agree as follows:

I. Definitions:

- A. The term "PROGRAM" refers to the Service Contract Program and the Limited Warranty Program designed and administered by COMPANY.
- B. The term "CONTRACT" refers to a Service Contract or a Limited Warranty sold and issued by DEALER and administered by COMPANY.
- C. The term "CONTRACT HOLDER" refers to the purchaser and owner of a CONTRACT.
- D. The term "COVERED REPAIRS" refers to repairs, replacement, labor, materials, and any other services provided to CONTRACT HOLDER under CONTRACT.
- E. The term "REPAIR FACILITY" means a person, partnership, association, or corporation in the business of repairing vehicles and has agreed with COMPANY to honor claims for COVERED REPAIRS under CONTRACT administered by COMPANY.

II. The Obligations of COMPANY:

- A. COMPANY shall act as administrator and is authorized, when requested by DEALER, to perform any and all of the following services to the extent necessary to meet DEALER's needs and contractual obligations:
  1. Educate, train, and advise DEALER or DEALER's representative in the administration and marketing of the PROGRAM; and
  2. Provide administrative forms, promotional displays, manuals, and unexecuted CONTRACT forms to enable DEALER to sell and issue CONTRACTS and to administer the PROGRAM, to the extent the responsibility for administration has not been delegated to COMPANY; and
  3. Select and make agreements with REPAIR FACILITIES, in which REPAIR FACILITIES agree to honor claims for COVERED REPAIRS under the PROGRAM; and
  4. Verify that CONTRACTS are valid and enforceable prior to DEALER or REPAIR FACILITY performing COVERED REPAIRS.

The DEALER agrees that when repairs are provided by a REPAIR FACILITY, benefits shall be paid directly to REPAIR FACILITY or to reimburse CONTRACT HOLDER and COMPANY shall have no liability to DEALER for any loss or damage caused by defective materials installed by, or the faulty workmanship or negligence of REPAIR FACILITY.

- B. COMPANY shall acquire and maintain, on behalf of the CONTRACT obligor, an insurance policy issued to CONTRACT obligor that shall provide coverage, subject to carrier's underwriting rules as to eligible vehicles and for coverage of valid and proper claims for COVERED REPAIRS submitted under the PROGRAM. The cost of the insurance coverage is part of the DEALER rate schedule.
- C. COMPANY shall review, adjust, and settle claims for COVERED REPAIRS by CONTRACT HOLDERS which were verified and approved by COMPANY under the PROGRAM and shall advise DEALER as to the proper disposition of such claims. DEALER shall then be reimbursed for COVERED REPAIRS to the extent provided under the CONTRACT and insurance policy.
- D. None of the obligations of COMPANY set forth herein shall be construed as COMPANY's assumption of DEALER's risk or liability. However, for CONTRACTS issued by an obligor other than DEALER, COMPANY acknowledges that the DEALER has no direct contractual obligations to the CONTRACT HOLDER.

III. DEALER Obligations:

- A. DEALER shall solicit and issue CONTRACTS to CONTRACT HOLDERS, to be administered by COMPANY, on forms that have been approved by COMPANY. Such sales are incidental to and as a natural extension of DEALER's business of selling vehicles. DEALER acknowledges that the PROGRAM has been developed by COMPANY and that DEALER has been approved to use the PROGRAM's trade names, promotional material, CONTRACT forms and proprietary procedures associated therewith only during the term of this AGREEMENT. At the termination of this AGREEMENT, DEALER shall return all such material and CONTRACT forms to COMPANY and shall not use the PROGRAM's trade names, forms, or proprietary procedures thereafter.
- B. DEALER shall, as promptly as possible following the sale by DEALER of each CONTRACT, but no later than thirty (30) days after such sale, remit to COMPANY completed copies of CONTRACTS together with the net DEALER cost for such CONTRACTS as set forth in the most recent DEALER rate schedule provided to DEALER by COMPANY. Neither COMPANY nor insurance carrier shall have any obligation to DEALER or CONTRACT HOLDER in respect to any CONTRACT until DEALER shall have timely remitted to COMPANY the full amount of the DEALER cost as provided in this paragraph. The DEALER rate schedule shall include both insurance premiums and administration fee. The administration fee shall be retained by COMPANY; the insurance premiums shall be forwarded to the insurance carrier.
- C. DEALER agrees to follow procedures and to use only forms provided and approved by COMPANY, for CONTRACTS to be administered under this AGREEMENT, DEALER further agrees to return any void or spoiled CONTRACTS to COMPANY.

D. DEALER agrees, for claims submitted by CONTRACT HOLDERS to contact COMPANY to receive authorization prior to proceeding. Any repairs made without such authority, as evidenced by an authorization number from COMPANY, shall be considered uncovered and DEALER shall not be reimbursed for such repairs by COMPANY or insurance carrier. DEALER further agrees to unconditionally warrant all covered repairs for a period of not less than six (6) months or six thousand (6,000) miles.

DEALER shall be reimbursed for COVERED REPAIRS based on retail labor rate and flat rate manual shown above and DEALER's retail cost of replacement parts like kind and quality.

All claims not submitted to company within ninety (90) days from date of repair shall not be paid by COMPANY or the insurance carrier and neither COMPANY nor insurance carrier shall have any obligation or liability with respect to such claims.

E. DEALER agrees to provide refunds to CONTRACT HOLDERS as provided in the CONTRACT. COMPANY shall be responsible for refund to DEALER to extent of net rate remitted to COMPANY and the cancellation provision allowed in the CONTRACT. Further COMPANY shall be entitled to the entire cancellation or transfer fee, if any, provided in the CONTRACT.

#### IV. Indemnification:

DEALER shall hold harmless, indemnify and defend COMPANY and insurer, and their employees and their representatives against all claims, demands and actions for loss, liability, damage, costs and expenses (including attorneys' fees) caused by the act or omission to act of DEALER and its employees, which arise from any CONTRACT which is not reported to COMPANY or which is a result of the act or omission to act of DEALER or DEALER's employees or representatives.

COMPANY shall hold harmless, indemnify and defend DEALER and their employees and their representatives against all claims, demands and actions for loss, liability, damage, costs and expenses (including attorneys' fees) caused by the act or omission to act of COMPANY and its employees, pertaining to any obligation of the COMPANY listed under section II, Obligations of the COMPANY.

#### V. Duration of AGREEMENT:

This AGREEMENT shall be effective on the date first written above and shall continue in force until terminated by either party giving to the other not less than thirty (30) days prior written notice of such termination. However, this AGREEMENT only covers CONTRACTS with effective dates after the issuance of the insurance policy described in Article II Section B above. Termination of this AGREEMENT shall not affect the responsibilities of either party on CONTRACTS issued prior to the effective date of termination.

This AGREEMENT shall be automatically reviewed and considered for termination by COMPANY if no CONTRACTS are submitted hereunder for a period of ninety (90) days or if a petition in bankruptcy is filed by or against DEALER.

This AGREEMENT supersedes all prior agreements either oral or written, between DEALER and COMPANY, and may not be amended except in writing signed by both parties.

#### VI. Miscellaneous:

The DEALER shall have no authority to make, alter, modify, waive, or discharge any terms or conditions of any COMPANY administered PROGRAM or CONTRACT, or any performance thereunder, or to waive any forfeiture, or to incur any liability on behalf of COMPANY or the insurance carrier.

This AGREEMENT is performable in the State of Texas and shall be construed in accordance with laws of the State of Texas.

All notices pertaining to this AGREEMENT must be in writing and transmitted through the United States Postal Service, postage prepaid to the addressee set forth by the respective party.

DEALER shall immediately notify COMPANY by mail of any lawsuit, regulatory inquiry, or complaint about the PROGRAM or a CONTRACT.

Any dispute or controversy arising under or in connection with the AGREEMENT shall be settled exclusively by arbitration in Houston, Texas, in accordance with the Texas General Arbitration Act and rules of the American Arbitration Association then in effect. Judgement may be entered on the arbitrator's award in any court having jurisdiction.

COMPANY may examine, during the term of this AGREEMENT and for one (1) year after the expiration of any CONTRACT issued pursuant hereto, at all reasonable times at the office of the DEALER, the books, records, cost of parts, labor involved, and any and all such other information of the DEALER pertaining to the rendering of COVERED REPAIRS and the PROGRAM hereunder. COMPANY agrees not to use any information so acquired for any purpose other than as contemplated herein.

In accordance with the Gramm-Leach-Bliley (GLB) privacy laws, COMPANY restricts access to nonpublic personal information to only those employees or companies who are determined to have a legitimate business purpose to access such information in connection with the provisions of products or services. COMPANY does not disclose nonpublic personal information, except in strict accordance with the GLB privacy laws.