



AGENT NAME: _____
AGENT ID: <u>764</u>

DEALER NAME: _____

DEALERSHIP PART OF DEALER GROUP: YES or NO
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Dealer Agreement Checklist

This checklist is required with your new sign up documents, with the appropriate boxes checked. Please ensure all agreements are completely filled out; not doing so will cause a delay in getting your dealer signed up and actively writing. Questions? Call Sales Support at 800.826.3207 ext. 450.

REQUIRED:

- Completed AUL Corp. Dealer Agreement
- Account Management Form
- Dealer W-9

REQUIRED IF APPLICABLE:

- | | |
|---|--|
| <input type="checkbox"/> ACH Set Up Form (with Voided Check) | <input type="checkbox"/> Pass Through Agreement, Pass through Agreement Set-Up Form, and W-9 |
| <input type="checkbox"/> Essentials Addendum | <input type="checkbox"/> Service Drive Agreement |
| <input type="checkbox"/> Powertrain Addendum | <input type="checkbox"/> Retail No Charge Back Form |
| <input type="checkbox"/> Absolute Installation Forms | <input type="checkbox"/> UPEP Addendum |
| <input type="checkbox"/> Absolute Profits Agreement | <input type="checkbox"/> Toyota Financial Services Set-Up packet |
| <input type="checkbox"/> Limited Warranty Agreement (check one) | |
| ___ CLW -3/3 Term and \$750 Aggregate | ___ HLW -3/3 Term and \$1500 Aggregate |
| ___ GLW -6/6 Term and \$1500 Aggregate | ___ KLW -12/12 Term and \$1500 Aggregate |

FAX OR E-MAIL WITH YOUR SET UP DOCUMENTS TO 707.259.1867 OR SALESSUPPORT@AULCORP.COM
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DEALER AGREEMENT

This form must be completed to process the AUL Corp. Dealer Agreement

Phone: **800.826.3207** Fax: **707.259.1867**

*** DATE SIGNED**

DEALERSHIP ID # AUL USE ONLY

*** AGENT ID #** AGENCY USE ONLY

*** PRICING**

/ /
Month Day Year

764

STANDARD CUSTOM**
(** dealership pricing schedule is required if custom is selected.)

* Denotes Required Fields

DEALERSHIP INFORMATION

* DEALERSHIP NAME / DBA		DBA	
* LOCATION ADDRESS	* CITY	* STATE	* ZIP CODE
* MAILING ADDRESS	* CITY	* STATE	* ZIP CODE
* SERVICE DEPARTMENT NAME <small>(enter "N/A" if not applicable)</small>			
* SERVICE DEPARTMENT ADDRESS <small>(if different from dealership address)</small>	* CITY	* STATE	* ZIP CODE
WEBSITE ADDRESS			
E-MAIL ADDRESS (Dealership Principal)			
E-MAIL ADDRESS (Primary Contact)			
()	()	()	
* TELEPHONE NUMBER	FACSIMILE NUMBER	SERVICE DEPT. TELEPHONE NUMBER <small>(if applicable)</small>	

PERSONNEL INFORMATION

* DEALERSHIP PRINCIPAL	FINANCE MANAGER
GENERAL MANAGER	OFFICE MANAGER
SERVICE MANAGER	PRIMARY CONTACT

QUESTIONNAIRE

AVG VEHICLES SOLD PER MONTH _____	PROJECTED VSC SALES / MONTH _____	* PLEASE CHECK DEALERSHIP TYPE	<input type="checkbox"/> FRANCHISE	<input type="checkbox"/> INDEPENDENT
AVG VEHICLE INVENTORY _____	AVG VEHICLE MILEAGE _____	SERVICE DEPT INFO: IF APPLICABLE	RETAIL RATE PER HOUR _____	LABOR BOOK SERVICE MANUAL _____

FOR AGENCY USE ONLY

AGENCY NAME _____

COMMENTS _____

E-CONTRACTING INFORMATION

DMS PROVIDER(s): NAME _____ NAME _____

MENU PROVIDER(s): NAME _____ NAME _____

PLEASE MAIL THIS FORM TO:
AUL CORP., 1250 MAIN STREET SUITE 300, NAPA, CA 94559

DEALER AGREEMENT

This Dealer Agreement (hereafter "Agreement") entered into this _____ day of _____, _____, by and between A.U.L. Corp., Wisconsin A.U.L., Inc., and AUL Insurance Agency, Inc. (hereinafter collectively referred to as "Administrator") and _____

(hereinafter referred to as "Dealer") with respect to the following:

WHEREAS, Administrator has established and administers a Vehicle Service Contract Program (hereinafter referred to as the "Program"), pursuant to which certain Vehicle Service Contract(s) (hereinafter referred to as "Contract(s)") are to be sold by Dealer on all eligible vehicles;

WHEREAS, Dealer wishes to act as an independent agent for Administrator pursuant to the terms of this Agreement;

WHEREAS, Dealer, pursuant to the terms set forth herein, agrees to remit to Administrator a contract cost (hereafter referred to as "Contract Cost") as set forth in the Dealer Net Price Schedule; and

WHEREAS, Dealer agrees to perform the requirements set forth herein and in the Contracts in furtherance of the Program.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. INDEPENDENT AGENT

Administrator retains Dealer as an independent agent to sell Contracts issued pursuant to the Program and Dealer agrees to act as an independent agent pursuant to the terms set forth herein. Nothing in this Agreement shall be construed as creating a relationship of partners, joint ventures, employer or agent and employee for any purpose whatsoever between Dealer and Administrator.

II. COMMISSIONS

In consideration of the services rendered by Dealer, Administrator agrees to pay Dealer a commission equal to the retail price of the Contract less the Contract Cost, as set forth in the Dealer Net Price Schedule. Dealer may retain its commissions from each sale before remitting the Contract Cost to Administrator. Commissions shall be payable only one time per Contract.

III. DEALER OBLIGATIONS

Dealer:

- A. Agrees to offer Contracts to its retail customers only (hereinafter referred to as "Purchasers") on all eligible vehicles during the term of this Agreement.
- B. Agrees to follow the underwriting and claims guidelines (hereafter referred as the "Guidelines"), issued by Administrator from time to time on forms supplied by Administrator. Such Guidelines will determine which vehicles are eligible for use in the Program. Any violation of the Guidelines by Dealer will result in the denial of coverage for the ineligible vehicle. Dealer shall be solely responsible for any consequences arising from the denied coverage.
- C. Agrees to transmit monthly to Administrator on forms supplied by Administrator, transmittal forms, completed applications, and appropriate monies which are due Administrator. Failure to submit the above to Administrator within thirty (30) days of the Contract application's inception date may result in denial of coverage. Dealer shall be solely responsible for any consequences arising from the denied coverage.
- D. Agrees that eligible vehicles include only those vehicles that qualify per the Guidelines and are in sound mechanical condition at time of sale. Dealer further agrees that any preexisting condition(s), as determined by Administrator, are the sole responsibility of Dealer and are not covered under the Program. Dealer agrees, when necessary, to change engine oil and oil filter and replenish all fluid levels prior to delivering a covered vehicle to a Purchaser. Any misrepresentation or concealment of a material fact by Dealer for the purpose of securing a Contract shall constitute a material breach of this Agreement.
- E. Agrees to refund to any lender which has financed the purchase price of any Contract (hereafter referred to as "Lender"), Dealer's retained portion of the charge financed by Lender, on a prorated basis in the amount calculated by Administrator, in the event of a cancellation of a Contract at Lender's request due to a total loss or repossession of the vehicle covered under the Contract or default by the Purchaser in repayment obligations to the Lender. In the event the Contract was not financed, Dealer agrees to return to the Purchaser the Dealer's retained portion of the total charge for the Contract in the amount calculated by Administrator pursuant to the terms of the Contract.
- F. Agrees to contact the Administrator for prior approval before servicing any mechanical failure covered under any Contract.
- G. Agrees to retain all records relating to the Contracts sold by Dealer under this Agreement until one (1) year following the expiration of such Contracts for the purpose of review and audit by Administrator. Dealer further agrees to permit Administrator or its authorized representatives to enter Dealer's place of business to inspect and examine these records during normal business hours and upon reasonable notice.
- H. Acknowledges and agrees that during the performance of its duties under this Agreement, Administrator may disclose to Dealer certain confidential and proprietary information concerning the Program, including without limitation,

administrative, agent, and insurance fees, reserve amounts, and other information which would impart a competitive advantage to others in this industry who do not know it (hereafter referred to as "Confidential Information"). Dealer agrees to hold all such Confidential Information in confidence, and to refrain from disclosing it to any third parties without the prior consent of Administrator. Dealer also agrees to refrain from using the Confidential Information for any purpose outside of the performance of its duties under this Agreement. Dealer's obligation to protect the Confidential Information, and to refrain from using it for any purpose outside of the performance of its duties under this Agreement, shall survive the termination of this Agreement. Dealer acknowledges and agrees that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Administrator irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Administrator shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach. Dealer expressly waives the defense that a remedy in damages will be adequate, and any requirement in such an action for the posting of a bond by Administrator.

- I. Agrees to certify that all eligible vehicles sold with a Contract have been inspected and reconditioned BEFORE delivery. Failures occurring in the first thirty (30) days of coverage may, at the Administrator's discretion, require a copy of your reconditioning repair orders for claims consideration. Denied claims shall be the sole responsibility of Dealer. Reconditioning includes, but is not limited to, the following:
 1. Engine Oil – Inspect and change oil and filter if needed.
 2. Automatic Transmission – Check shift pattern and inspect the fluid. Change fluid and service if needed.
 3. Correct any malfunction before delivery.
- J. Dealer agrees to perform and/or ensure that its representatives perform the following procedures for each Contract sold, whether the Contract is in print or in electronic form, in connection with its remittal of such Contracts to Administrator: (i) print a paper copy of the Contract sold and obtain the Purchaser's ink signature on the printed Contract, (ii) provide to the Purchaser a paper copy of the signed Contract and all disclosures that must be made in connection with the sale of the Contract at the time of sale, (iii) obtain and document the Purchaser's informed consent to the terms of the Contract and related documents, (iv) retain for the purpose of review and audit by Administrator the original ink-signed Contract, documentation of Dealer having obtained the Purchaser's informed consent to the terms of the Contract, and all related records created under this Agreement for one (1) year following the expiration of such Contract, and (v) permit Administrator or its authorized representative to enter Dealer's place of business to inspect and examine these records during normal business hours and upon reasonable notice.
- K. Dealer represents and warrants that it is properly licensed and authorized to perform its obligations under this Agreement, and agrees that it shall comply with all federal, state, and local laws and regulations applicable to such performance, including, without limitation, all laws and regulations regarding deceptive sales and marketing practices, and data privacy. Dealers doing business in the State of California agree to comply with the Safe Drinking Water and Toxic Enforcement Act of 1986, as amended (known as Proposition 65).

IV. ADMINISTRATOR OBLIGATIONS

Administrator:

- A. Agrees to install, maintain, and administer the Program.
- B. Agrees to supply to Dealer: Contract applications, Guidelines, Dealer Net Price Schedules, forms, transmittals, rate charts, advertising materials, and other such forms as the Administrator may hereafter supply for use in the Program in the quantities needed from time to time by Dealer.
- C. Agrees to assist the Purchaser in receiving benefits provided under a Contract, in accordance with Administrator's current service department guidelines.
- D. Acknowledges that Administrator assumes no obligation for the workmanship, quality of repairs or replacement of parts; nor for any bodily injury or property damage caused directly or indirectly by mechanical failure or malfunction, or any other cause, of a vehicle or any part thereof.
- E. Grants to Dealer, subject to any and all quality controls or trademark usage guidelines which Administrator currently imposes or may in the future impose, Administrator grants Dealer a non-exclusive and non-transferable license to use the AUL Names, Marks, and Artwork ("AUL Names, Marks, and Artwork" means AUL's tradenames, trademarks, service marks, slogans, designs, websites, and logos, including ABSOLUTE LIFETIME WARRANTY, AUL, AUL ABSOLUTE, AUL ABSOLUTE CERTIFIED, AUL ABSOLUTE LIFETIME, AUL ADMINISTRATORS, AUL arc design, AUL LIFETIME WARRANTY, ANY YEAR AND ANY MILEAGE, ANY YEAR ANY MILEAGE, ANY MAKE AND ANY MODEL, ANY MAKE ANY MODEL, THE ORIGINAL ANY YEAR AND ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA, WE WROTE THE BOOK ON USED VEHICLE SERVICE CONTRACT PROGRAMS, IT'S WHAT WE DO, SERVICE CONTRACTS. IT'S WHAT WE DO, FACTORY SIDEKICK, POWERTRAIN SELECT, 2 MILLION CONTRACTS AUL ADMINISTRATORS SERVICE CONTRACTS. IT'S WHAT WE DO. (including, where appropriate, design versions), and any other intellectual property which AUL may from time to time license (hereinafter, the "AUL Intellectual Property"), subject to the following restrictions:
 1. The AUL Intellectual Property may be used only in connection with the promotion and marketing of the Contracts pursuant to the terms of this Agreement; and
 2. The right to use the AUL Intellectual Property will immediately cease upon termination of this Agreement, regardless of the reason for or manner of termination.
 3. Any and all goodwill generated by Dealer's use of the AUL Intellectual Property will inure to the benefit of AUL.

V. DEALER'S OBLIGATIONS RE VALID CONTRACT CLAIMS

"Valid Contract Claims" are defined as those claims which have been approved by Administrator prior to the repair being completed, on Contracts that are in force and have been received and accepted by Administrator, and fully paid for by Dealer.

Dealer agrees to the following additional obligations upon receiving a Valid Contract Claim from a Purchaser:

- A. In its capacity as a qualified repair facility, to repair or replace any covered part(s) due to mechanical failure, or to arrange to provide for covered repairs in accordance with any Contract issued.
- B. To inform Administrator before initiating any covered repair or replacement of all circumstances or conditions including, but not limited to, Purchaser's neglect, abuse, failure to perform required services, alteration of vehicle, etc., that would exclude coverage under the Contract.
- C. To submit each claim to Administrator for payment within ten (10) days after completion of the corresponding repair.
- D. To agree that the labor manual used for calculating repair times and hourly rates charged shall be any then-current, nationally-recognized flat rate guide, approved in advance by Administrator. Parts pricing shall not exceed the manufacturer's suggested list price. Sublet repairs shall be reimbursed at actual Dealer cost.
- E. To agree that breakdowns occurring within the first fifteen (15) days of a Contract's effective date will, at the Administrator's discretion, qualify for claims consideration by Administrator. Denied claims shall be the sole responsibility of Dealer.
- F. To unconditionally guarantee all services and materials as supplied by Dealer against faulty workmanship and/or defective materials under normal use for a minimum of ninety (90) days or four thousand (4,000) miles, whichever shall occur first, from the date repairs are completed and the vehicle returned to the Purchaser.

VI. HOLD HARMLESS

Dealer agrees to indemnify and hold Administrator harmless against any and all actions, demands, claims or any liabilities, including without limitation attorney's fees and costs, arising from claims, founded and unfounded, which may be asserted by third parties against Administrator arising from this Agreement. This indemnification and hold harmless includes, but is not limited to, all actions arising from Dealer's (or its representative's): misrepresentation or nondisclosure of the Program's terms and conditions; misleading, deceptive, or unethical selling practices; failure to obtain and retain adequate documentation of a Purchaser's informed consent to the terms of a Contract and related documents; forced placement of policy; non-remittal; illegal acts committed by the Dealer; and failure to meet its obligations under this Agreement.

VII. ASSIGNMENT AND NOTICES

This Agreement shall have no force or effect unless and until such time as it is accepted by Administrator in the State of California. This Agreement shall be deemed to be a California contract and construed in accordance with laws of the State of California, excluding its conflict of law principles. All controversies arising under, or in connection with, this Agreement shall be finally determined by arbitration in the City and County of Napa, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then obtaining, by three (3) arbitrators appointed in accordance with such rules, and judgment may be entered on any award in any court of competent jurisdiction. Notwithstanding the above, nothing herein shall be construed to limit Administrator's right to seek injunctive relief immediately from any court of competent jurisdiction in the event that Administrator reasonably believes that such relief is warranted to maintain the status quo, or to avoid injury, pending the arbitration.

VIII. TERMINATION

- A. This Agreement may be terminated at any time by either party upon giving thirty (30) days written notice to the other party. This Agreement shall terminate automatically without notice should Dealer fail to submit a Contract to Administrator during any consecutive three (3) month period.
- B. This Agreement will immediately terminate, at Administrator's discretion, if Dealer's Earned Loss Ratio (defined as the total amount of claims paid on Contracts in force against the total amount of earned Reserves on Contracts in force) exceeds 100%.
- C. All supplies and Confidential Information furnished by Administrator shall be returned to Administrator upon termination of this Agreement.
- D. Upon termination, all obligations of either party, with the exception of Dealer's obligations under Section III(H) above, shall cease, provided however, that Dealer and Administrator shall remain responsible in accordance with the provisions of this Agreement for all Contracts issued and paid prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date above first written.

DEALER:

ADMINISTRATOR:

1250 Main Street, Suite 300
Napa, CA 94559

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

A.U.L. Corp. is hereby authorized to initiate debit entries to the deposit account indicated below at the depository financial institution named below, for payment on the remittance of vehicle service contracts; and to verify the dealer's bank information, including the account balance, with the financial institution.

Name of Financial Institution: _____ Branch: _____

Address: _____

City: _____ State: _____ Zip: _____

Account Number Routing Number

This authorization shall remain in full force and effective until I (we) mail written revocation of this authorization to A.U.L. Corp., Attn: Operations, 1250 Main Street, Suite 300, Napa, CA 94559 and such revocation has been received and processed by A.U.L. Corp. Dealer acknowledges that AUL shall have no liability for any unintentional unauthorized electronic funds transfers.

Dealer's Name: _____ Phone () Number: _____

Address: _____

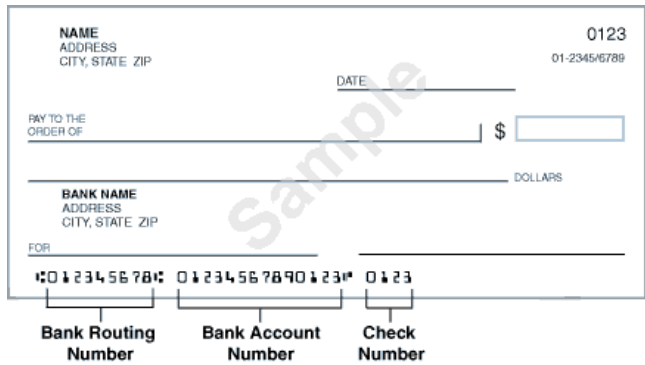
City: _____ State: _____ Zip: _____

Dealer ID:

Signature of Authorized Signer(s): _____

By: _____	By: _____
Title: _____	Title: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

You must attach a VOIDED CHECK along with this form for verification purposes.



For contracts remitted by mail: Each payment must be authorized by an authorized signatory of the company on the ACH contract remittance form that accompanies any vehicle service contracts remitted by mail. Please contact the distribution department for the ACH vehicle service contract remittance form at (800) 826-3207 Ext 388.