

Dealer Administrative Agreement

THIS AGREEMENT is entered into by and between Nation Motor Club, Inc. dba Nation Safe Drivers with general offices located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431 herein after referred to as NATION, and _____ with offices located at _____ hereinafter collectively referred to as "Dealer" effective _____.

WHEREAS, Dealer desires to participate in our Automotive Aftermarket Programs hereinafter referred to as the "Program"; and WHEREAS Nation is willing to authorize Dealer to Participate in the Program on the terms and conditions hereunder; NOW, THEREFORE, in consideration for the mutual covenants set forth herein, the parties hereby agree as follows:

A. NATION

1. NATION hereby grants authority to Dealer, to receive and accept applications from Dealer's customers to purchase coverage under the Program.
2. NATION agrees to furnish the Dealer with the necessary applications, forms and other supplies necessary for the Dealer to implement the Program, all of which shall remain the property of the NATION and shall be returned to NATION in the event of the termination of this Agreement.
3. NATION has acquired insurance coverage, at NATION'S sole expense, which shall insure NATION fulfills its obligations to Dealers customers where applicable.
4. NATION agrees to maintain insurance coverage (when necessary) for the Program, throughout the term of this Agreement, with regard to the coverage's set forth in the Program where applicable.
5. Where permitted by law, NATION, or its designee or Insurer, agrees to investigate, process, and pay all valid claims presented under the Program, and arrange for the reimbursement to the customer for valid claims under the Program. In all other jurisdictions, Nation shall designate a duly licensed entity or entities legally permitted to provide such claim services. NATION shall be under no obligation to investigate or arrange for the payment of any claim if the Dealer fails to remit the application and required fees to NATION in accordance to this agreement.
6. NATION shall not be liable for any costs or expenses incurred by the Dealer, nor for any bodily injury or property damage claims, nor for any other liabilities of any nature other than those expressly assumed herein. Dealer agrees to indemnify NATION, hold NATION harmless and to provide legal counsel to NATION in the event of lawsuit arising from any vehicle sale or other transaction by Dealer or his personnel unrelated to NATION Program.

B. Indemnification

Dealer agrees to indemnify and hold NATION and NATION'S insurer harmless from any and all claims, actions or demands from or by any federal, state or local government agency for any misrepresentations made to coverages available on the program.

C. Dealer

1. Dealer agrees to follow the instructions and procedures as outlined by the NATION, including additions, deletions and amendments that NATION may furnish from time to time. Dealer will have no authority to waive or modify any terms or conditions of the policy or application.
2. Dealer agrees to hold NATION and the insurer harmless for any claim submitted for which the Dealer did not remit the required fees or application to NATION.
3. The Dealer agrees that coverages and terms submitted by Dealer, not in accordance with the NATION'S Programs and procedures set forth in this Agreement constitutes breach of this Agreement and any loss or expenses related to such breach, shall be assumed by the Dealer.
4. Dealer agrees to report to NATION, on forms furnished by NATION, all applications and required fees as set forth in the attached Schedules of this Agreement. This remittance shall be received by NATION no later than the fifteenth (15th) of the month for all applications written during the previous month (and in no case will business be received more than forty five (45) days from effective date). In the event DEALER remits business later than the fifteenth (15th) of the following month written, NATION may return business to dealer or NATION will make the effective date of the application the received date by NATION. Any claims which occur prior to this received date will be denied for no coverage.
5. Dealer shall not cause any advertisement referring to or using the name of NSD, Lloyd's of London or 100% Certain Lloyd's. In the event NSD suffers a loss or expense arising out of any unauthorized advertisement, publication, or statement of the Dealer, the Dealer shall be liable to and hereby agrees to indemnify NSD and hold NSD harmless from all resulting damages, fines, penalties and costs.

6. **Rebrokering:** Dealer shall not act as an administrator, underwriter or rebroker (double broker) for any application or membership pursuant to this agreement without the prior, written consent of NSD.
7. Dealer shall direct customers to Nation or its designate in the event of any and all questions or claims regarding the program.
8. Upon receipt of a complete loss report, NATION or its designate shall process the claim under the coverage obtained pursuant to Paragraph 3 of this Agreement. Dealer shall be responsible for processing any claim for a loss not reported as provided herein or under any Application, and/or waiver not reported to Nation and/or for which Nation has not received payment in accordance with Section C, number 4.
9. Dealer agrees to use diligence in performance of its duties hereunder and to abide by all rules, regulations, and procedures relating to the Program as provided by Nation from time to time. Dealer shall not at any time be authorized to alter, supplement, modify, or waive any terms or conditions of the Program.
10. Dealer agrees to use NATION for its exclusive provider of programs listed in the attached Schedules for the term of this Agreement.

D. Termination

Dealer may terminate this Agreement by giving thirty (30) days' written notice to the other party prior to the renewal period only. However, NATION may terminate this Agreement immediately if either party violates any applicable laws or fails to fulfill any of its obligations hereunder. Termination shall not affect rights or duties of either party with respect to waivers/applications properly issued and paid to the effective date of such termination. NATION may further terminate this agreement at any time without cause upon thirty (30) days prior written notice, or upon such shorter time period as may be required by any governmental, licensing, or regulatory agency, or by the Insurer of the Program.

E. Term

Term for this Agreement shall be for one (1) year and automatically renewed unless cancelled by giving thirty (30) days written notice to either party prior to expiration.

F. General Provisions

Dealer is an independent contractor, and no relationship of principal and agent, employer and employee, partnership, joint venture, or the like shall be created between NATION and Dealer. Dealer shall be solely responsible for all expenses incurred in performing the terms of this Agreement. Dealer is not an insurance agent on behalf of NATION or the insurer and therefore shall not solicit coverage under the insurance policy obtained pursuant to Paragraph 3 above.

1. Finance agreements where less than eighty percent (80%) of MSRP for a new vehicle or NADA average retail value for a used vehicle are not eligible for participation in the GAP program.
2. No coverage is provided for a financing contract / loan / lease that is self – financed. Self – financed is defined as any loan / financing contract / lease that is funded and retained by the selling dealer or affiliate.
3. Any notices or other communication required or permitted hereunder shall be in writing and mailed by registered or certified mail (return receipt requested and postage prepaid), sent by telegram (with messenger service specified), or sent by prepaid overnight courier service.
4. Except as otherwise provided herein, neither party hereto may assign or delegate any right, duty, or obligation under this Agreement to any other person or entity without the prior written consent of the other party. This Agreement and all rights and liabilities hereunder shall inure to the benefit of the parties, their successors, and permitted assigns.
5. Dealer will be responsible for handling and responding to any and all inquiries or complaints related to its SERVICES from any and all sources including, but not limited to, CUSTOMERS, Attorney general offices, state insurance departments, Better Business Bureaus, the arbitration or court related proceeding. Dealer shall furnish NSD with copies of any requests from regulatory/administrative agencies, upon receipt, and provide draft of responses for review prior to responses to regulatory/administrative agencies. Dealer shall provide NSD with final copies of any responses to regulatory/administrative agency requests.
6. No waiver by either party hereto of any one or more defaults by the other party in the provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different nature. No failure or delay on the part of either party in exercising any right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.
7. This Agreement constitutes the full and entire understanding and agreement between the parties hereto with regard to its subject matter and supersedes all prior written or oral agreements, understanding, representations, and warranties made with respect thereto.
8. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without regard to any otherwise applicable principles or conflict of laws. The language in all parts of this Agreement is in all cases to be construed to its fair meaning and not strictly for or against any particular party. The words herein, hereof and hereunder shall be deemed to refer to this entire Agreement, except as

the context otherwise requires. If any term, covenant, or condition of this Agreement or if the application of such term, covenant, or condition to any party or circumstance shall be found by a court competent jurisdiction to be, to any extent, invalid or unenforceable under any law, rule, or regulation, the remainder of the Agreement and the application of such term, covenant, or condition to parties or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition shall be valid and enforced to the fullest extent permitted by law. Upon determination that any such term is invalid, illegal, or unenforceable, the parties hereto shall seek in good faith to amend this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner.

IN WITNESS WHEREOF, the parties have duly executed and made this Agreement effective as of this date
_____Asset Protection Services Roger W Donzello Agent Number 18332

DEALER

NATION (office use only)

By (Print name):_____

By (Print name): _____

Signature:_____

Signature: _____

Title:_____

Title: _____

DEALERS TAX ID NUMBER: _____

The dealer's TAX ID Number is required when signing this agreement.

Dealer Profile

Circle Your Representative



Alex - Greg - Mike - Shawn	18332 Number	Asset Protection Services Name	
Dealer Detail <input type="checkbox"/> Franchise <input type="checkbox"/> Independent			
Name		Tax Identification	Dealer Number (NSD assigned)
Address		City	State Zip
Dealer Management System		Menu Company	
Dealer Contacts			
Dealership			
Phone		Fax	
F&I	Name	Phone	Email
Service	Name	Phone	Email
Accounting	Name	Phone	Email
Application Remittance <input type="checkbox"/> Electronic (Standard) <input type="checkbox"/> Manual		Funding <input type="checkbox"/> ACH <input type="checkbox"/> Check	
Initial Supply Order			
	QTY	QTY	QTY
24-Hour Roadside (Towbusters)	_____	GAP - Powersports _____	Tire & Wheel _____
TITANIUM PRODUCTS		GAP - RV Gap _____	Tire & Wheel w Curb & Cosmetic _____
Limited Titanium	_____	GAP - Marine Gap _____	Total Loss _____
Ultimate Titanium Plus	_____	Identity Theft _____	Vehicle Replacement _____
Complete Titanium Plus	_____	Key/Remote _____	Windshield Repair/Replacement _____
Complete Titanium Plus w/o T&W	_____	Standard _____	Paintless Dent Repair (Dent & Ding) _____
Platinum Protection Plan	_____	Ultimate _____	Paint & Interior _____
Excess Wear & Tear	_____	Etch - Theft Deterrent _____	Paint & Interior - Premium _____
GAP - Automotive	_____	Etch Stencils _____	
GAP Plus (Franchise Dealers)	_____	DNA Labels _____	
Send the initial supply order to: <input type="checkbox"/> Dealer <input type="checkbox"/> Agent Automatic Resupplies <input type="checkbox"/> Yes <input type="checkbox"/> No			
Estimated Applications Per Month _____		Estimated First Application Date _____	
* leave blank if the initial supplies will be provided by agent			
Training Requested			
<input type="checkbox"/> F&I Team <input type="checkbox"/> Accounting <input type="checkbox"/> Service			
Training will be conducted by the agent if not requested here.			
Special Instructions			

Asset Protection Services

Agent Name (printed)

Roger W Donzello

Date _____

FAX COMPLETED DEALER PROFILE & AGREEMENT TO 561-226-3626

TO BE COMPLETED BY NSD

<input type="checkbox"/> Account setup	<input type="checkbox"/> Paytables complete	<input type="checkbox"/> Broker payouts setup	<input type="checkbox"/> Affinity first app follow-up sched.
<input type="checkbox"/> Initial supplies sent	<input type="checkbox"/> Auto resupply setup	<input type="checkbox"/> Setup confirmation agent call	<input type="checkbox"/> Dealer licensing complete
<input type="checkbox"/> Agreements in affinity	<input type="checkbox"/> TRC attached	<input type="checkbox"/> ACH form included	

Reviewed & Completed By (Client Services)

Date _____

