Dealer Agreement

Product Category:

Standalone:

☐ Alloy Wheel ☐ Anti-Theft ☐ Dent & Ding ☐ Environmental ☐ Key Replacement ☐ Windshield

☐ Tire & Wheel* _____

**Choose: Premium, Superior, SuperiorPlus*

Bundles:

☐ Vantage Protection*_____ ☐ Vantage*Plus** _____

**Choose: Premium, Superior, Ultimate* **Choose: SuperiorPlus, UltimatePlus*

This Agreement is entered into this_____ day of _____, 20____,by and between Vantage Administration Services, LP, 8834 N. Capital of Texas Hwy., Suite 250, Austin, TX 78759 (hereinafter referred to as Company), and the undersigned at the address below (hereinafter referred to as Dealer):

Dealer Full Legal Name: _____

Mailing Address: _____

Street Address: _____

City, State, Zip:_____ Telephone: (_____) _____

WHEREAS, the Company, among other things, markets and administrates the programs identified in the Confidential Dealer Price List (hereinafter referred to as "Program"); and WHEREAS, the Dealer desires to use the Company's Program in conjunction with the sale of automobiles to Dealer's customers; and NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

A. COMPANY

1. Company hereby grants authority to Dealer, to receive and accept Program contract agreements from Dealer's customers to purchase coverage under the Program.
2. Company has acquired insurance coverage and agrees to maintain coverage for the Program, at Company's sole expense, with regard to coverage set forth in the Program.
3. Company agrees to furnish the Dealer with training of the Dealer's personnel and 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.
4. Company agrees to investigate and process all valid claims presented under the Program, and arrange for the reimbursement to the customer and/or Dealer, as applicable, for valid claims under the Program.
5. Company shall be under no obligation to investigate or arrange for the payment of any claim if the Dealer fails to remit the Program contract agreement and required fees to the Company within 45 days after the sale of the Program.
6. Company 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.
7. Company shall notify Dealer of any changes or termination of individual Programs identified in the Confidential Dealer Price List.
8. Company shall reserve the right to refuse to accept Program contract agreements for terminated Programs from the Dealer.

B. DEALER

1. Dealer agrees to follow the instructions and procedures as outlined by the Company, including additions, deletions and amendments that the Company may furnish from time to time. Dealer will have no authority to waive or modify any of the terms or conditions of the policy or Program contract agreements.
2. Dealer agrees to hold Company and the insurer harmless for any claim submitted for which the Dealer did not remit the required fees or Program contract agreements to Company.
3. The Dealer agrees that coverage and terms submitted by Dealer, not in accordance with the Company Procedures 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 the Company, on forms furnished by the Company, all Program contract agreements along with a remittance check for the required fees as set forth in the Confidential Dealer Price List attached hereto as Schedule(s) no later than the 15th of each calendar month for all Program contract agreements issued in the previous calendar month. Dealer agrees to make all reasonable efforts to implement and use DMS integration technology for the processing, contracting and remittance of Program Contract Agreements. Company will be responsible for the monthly fee associated with DMS integration, however Dealer is required to maintain a minimum production of an average of (10) Program contract agreements per month over a six (6) month period, otherwise, DMS integration will be cancelled.

5. Dealer shall remain solely liable for any programs sold but not remitted to the Company within 45 days of sales or programs sold after program termination by Company.
6. Dealer shall indemnify, hold harmless, and defend Company against any and all claims, demands and actions for loss, liability, damage, costs and expenses, including the cost of legal defense, caused by the wrongful act or wrongful omission to act by Dealer, and its employees or representatives, or caused by reason of Dealer's failure to comply with the terms and conditions of this Agreement or the Program rates and procedures.
7. Dealer agrees to notify Company and receive Company's approval prior to making any repairs or replacements under any Program. Dealer agrees to allow outside technicians access to consumer vehicles needing repairs at his service facility as necessary to complete Company obligations to consumers.
8. Dealer agrees to submit to Company copies of actual repair orders signed by the customer for all claims for reimbursement. Prior to payment being issued. No such claim will be submitted for an amount greater than that authorized by Company.

C. TERMINATION

Either party may terminate this Agreement upon written notice. The written notice will be sent by postage paid, return receipt requested mail, sent to the last known address of the receiving party, and will be effective upon the date of receipt. It is the duty of the parties hereto to notify the other of any change of address. The Dealer will be responsible for and agrees to remit to Company all Program contract agreements produced by Dealer under the Program prior to the effective date of termination. The termination of this Dealer Agreement will not affect any Program contract agreements received by the Company prior to the effective date of termination. If Dealer does not remit any Program contract agreements for a continuous period of 90 days, this Agreement shall automatically terminate at the end of such period with no requirement of written notice by Company. After termination, Dealer agrees to return all unused Program contract agreements, forms, brochures, delete software, passwords, computers, printers and any other supplies or equipment made available to Dealer by Company.

D. GENERAL PROVISIONS

1. 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.
2. Dealer will have no authority to bind Company or the insurer in any way unless specifically set forth herein.
3. The parties are acting solely as independent contractors in all matters relative to this Agreement.
4. Dealer will not accept service or settle any claims on behalf of the Company unless granted written authorization from the Company.
5. Should the Dealer consist of more than one location or dealership, the name of each individual dealership or location will be attached hereto by amendment and the terms and conditions herein will apply to all dealerships and locations. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by the successors, assigns or representatives of the parties hereto.
6. The signatory for Dealer warrants that he/she has the necessary authority to execute this Agreement for Dealer.
7. This Agreement constitutes the entire Agreement of the parties. This Agreement shall be interpreted and all disputes or claims of any kind arising out of, under, in connection with, or by virtue of this Agreement shall be determined under the laws of the State of Texas and jurisdiction and venue for any controversy arising under, related to, or interpretation of, the Agreement shall be in Travis County, Texas. Should any part of this Agreement be found to be unlawful or void, it shall not affect the remaining parts of the Agreement.
8. 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.
9. No seller of a service contract, service agreement, or warranty who participates in or influences, directly or indirectly, the processing, administration, or adjustment of claims, shall enter into any Agreement or understanding the effect of which is to make the amount of the seller's commission or compensation contingent upon savings effected in the adjustment, settlement, or payment of losses covered by the contract.
10. CANCELLATION REFUND: a) If cancellation occurs according to the provisions contained in Program contract agreement, Company agrees to refund Dealer the unearned portion for the amount paid to Company by Dealer less any applicable cancellation and/or administration fees. Dealer agrees to refund Consumer or consumer's lender/lessor, if the customer cost was funded by such lender/lessor, the unearned portion of the amount paid to Dealer less any applicable cancellation and/or administration fees. The refund amount will be determined by cancellation rules described in the Program contract agreement signed by the Consumer and the Dealer or by the applicable statutory cancellation provision. Refunds must be paid to the appropriate party within thirty (30) days of the refund request or sooner if mandated by law. If the refund is not paid timely by Dealer as outlined in this Agreement or by the laws of the state, Dealer is responsible for all penalties or costs due under the Program contract agreement(s). b) Dealer understands that cancellation refunds may be based upon amounts net of Dealer management fee overrides. Dealer's obligations to refund consumers, as described herein, shall survive the termination of this Agreement until all contracts are fully earned. The Dealer may provide or arrange to have a third party process refunds on their behalf

E. FTC SAFEGUARD RULES

1. Company, as Service Provider, represents it has in place safeguards that are necessary to protect Consumer Information provided by Dealer to Company from unauthorized disclosure or use.
2. Company shall inform Dealer of any known unauthorized access to or use of Consumer Information supplied by Dealer to Company within ten business days of such access or use.
3. Company shall indemnify and hold Dealer harmless from any complaints, suits or causes of action arising directly from Company's failure to protect Consumer Information provided by Dealer to Company.

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

DEALER: _____ COMPANY: **Vantage Administration Services, LP**

By: _____ By: _____

Title: _____

Witness: _____ Witness: _____

Agent: _____

Address City State Zip

Agent ID: _____ ID: _____

ROADVANTAGE