

Dealership Profile

*Agency:		Account #:
*Rep Name:		
*Ship Starter Packet to Dealer:	*Agent to supply Starter Packet of Marketing Materials to Dealer:	
1. Dealership Information		
*Dealership Type: Franchise:	Independent:	Number of Years in Business:
*Dealership Name:		
*Owner:		
*Authorized Signers:		
Email:	*Federal ID:	
*Street Address:		
*City:	*State:	*ZIP:
*Phone:	Fax:	
*Invoice Email:	*Web Address:	
Entity Type: Corporation	LLC	Partnership Sole Proprietorship
Dealer Management System (DMS): ADP	Reynolds & Reynolds	Other
ERating: F&I Express	MenuVantage	OptionSoft R&R Ristken VisionMenu Other
Dealer License Included:	Dealer License #:	
2. Dealer Inventory		
*Inventory Count (25 minimum eligibility):		
*Inventory Mix: Asian	Domestic	European
3. Repair Facility Information		
Retail Labor Rates:	Sales Tax:	
Repair Facility Name (Independent Dealer):		
Address:	Phone:	
4. Sales Information		
*Projected VSA/Ancillary volume (per month):		
Top 3 Financial Institutions/Banks:		
Average # of units sold per month: New	Used	*Average amount spent reconditioning per unit:

Special Instructions:

Please Include Sales Agreement, W9 for Seller and each Payee, and Express Lane/DAP Login form when submitting

*Must include the signed Rate Schedule(s) for each ancillary product.

*Mandatory fields. Any left blank may result in application being returned for completion.

Guidelines:

- Buy Here Pay Here, Internet Retailers, Brokers, Financial Institutions (Other than Credit Unions) are not permitted
- Credit Unions will be individually underwritten
- Minimum 24 eligible vehicles in inventory
- Maximum 50% European (non-Franchise) for VSC & Loyalty programs
- Permanent office space and paved lot
- Minimum 50% of inventory with odometer less than 100,000
- Functional website listing inventory
- Profile must be completed
- Please refer to NAC Underwriting Guidelines for a complete list



ANCILLARY PRODUCT SALES AGREEMENT
440 Polaris Parkway, Suite 250, Westerville, Ohio 43082

Dealer Number: _____

THIS ANCILLARY PRODUCT SALES AGREEMENT ("Agreement") is entered into this _____ day of _____, 20____, by and between National Auto Care Corporation, an Ohio corporation located at 440 Polaris Parkway, Suite 250, Westerville, Ohio 43082, hereinafter referred to as the "Company," and:

Name: _____ Federal I.D. # _____

Address: _____ City: _____ State: _____ Zip: _____

hereinafter referred to as the "Dealer".

WHEREAS, the Company provides automotive aftermarket programs (the "Program");

WHEREAS, the Dealer desires to participate in the Company's Program;

WHEREAS, the Company authorizes the Dealer to participate in the Program under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration for the mutual covenants set forth herein, the parties hereby agree as follows:

A. Company Duties and Obligations

1. The Company hereby grants authority to the Dealer, to receive and accept designated contracts (i.e. agreements, vehicle protection products, warranties, etc.) from the Dealer's customers to purchase coverage under the Program.
2. The Company agrees to furnish the Dealer with the necessary designated contracts, forms, marketing material 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 the Company in the event of the termination of this Agreement.
3. The Company agrees to procure insurance coverage, at the Company's discretion, which shall insure the Dealers obligations to its customers, where applicable.
4. The Company 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. The Company agrees to investigate, process, and arrange for the reimbursement to the appropriate entity for eligible claims under the Program. The Company shall be under no obligation to investigate or arrange for the payment of any claim if the Dealer fails to remit the designated contract and required fees to the Company in accordance with this agreement.
6. The 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. The Dealer agrees to indemnify the Company, hold the Company harmless and to provide legal counsel to the Company in the event of lawsuit arising from any vehicle sale or other transaction by the Dealer or his personnel unrelated to the Company's Program.
7. The Company, at its discretion, reserves the right to outsource all or a portion of its administration duties and obligations to third parties.
8. The Company reserves the right to offset any amounts due to the Dealer under this Agreement against any amounts due from the Dealer under this or any other agreements which Dealer may have from time to time with Company, its subsidiaries, or affiliates.

B. Indemnification

The Dealer agrees to comply with all applicable laws and regulations. The Dealer agrees to indemnify and hold the Company and their affiliates harmless for all demands, claims, liabilities, damages, losses, judgments, and expenses (including attorney's fees), arising out of or caused by the Dealer's (including its employees or its assignees) failure to comply with all applicable laws and regulations, or acts or omissions with respect to the offering or administration of the Program, including but not limited to the failure of the Dealer to follow the Company's procedures and instructions or to comply with the terms of this Agreement.

C. Dealer's Duties and Obligations

1. The Dealer agrees to follow the instructions and procedures as outlined by the Company, including additions, deletions and amendments that Company may furnish from time to time. The Dealer will have no authority to waive or modify any terms or conditions of this Agreement.

2. The Dealer agrees to hold Company and the insurer harmless for any claims submitted for which the Dealer did not remit the required fees or designated contracts to the Company.
3. The Dealer agrees that coverages and terms submitted by the Dealer, not in accordance with the Company'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. The Dealer agrees to remit to the Company, on forms furnished by the Company, all designated contracts and required fees as set forth in the attached Product Schedules of this Agreement. This remittance shall be received by the Company no later than the fifteenth (15th) of the month for all designated contracts written during the previous month (and in no case will business be received more than sixty (60) days from effective date), unless otherwise instructed on the attached Product Schedules. In the event the Dealer remits business later than the fifteenth (15th) of the following month written, the Company may return business to the Dealer or the Company will make the effective date of the designated contract the received date by the Company. Any claims which occur prior to this received date will be denied for no coverage. The Dealer further agrees that the Dealer will electronically remit designated contracts to the Company if the Dealer participates in a blanket program.
5. Upon cancellation or termination of any designated contract, the Dealer shall promptly notify the Company and shall refund to the customer the amount, if any, required by the terms of the designated contract (hereinafter referred to as the "gross refund amount"). After the Company receives from the Dealer notice of such cancellation or termination, the Company shall refund or credit to the Dealer the corresponding portion of the fees paid by the Dealer to the Company for such designated contract.
6. The Dealer shall direct customers to the Company or Company's designate in the event of any and all questions or claims regarding the Program.
7. Upon receipt of all information and documentation necessary to evaluate a claim, the Company or its designate shall process the claims under the coverage obtained pursuant to Section A. number 3 of this Agreement. The Dealer shall be responsible for processing any claims for a loss not reported as provided herein or under any designated contract not reported to the Company and/or for which the Company has not received payment in accordance with Section C, number 4.
8. The 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 the Company from time to time. The Dealer shall not at any time be authorized to alter, supplement, modify, or waive any terms or conditions of the Program.
9. The Dealer agrees to use the Company for its exclusive provider of programs listed in the attached Product Schedules for the term of this Agreement.
10. The Dealer shall send to the Company, a copy of each and every complaint received from any customer, customer's legal representative, or regulatory authority within twenty-four (24) hours of receipt. The Company shall have authority to respond to such complaints and the Dealer shall timely provide the Company with a full, fair, and accurate explanation of the complaint on which the Company may rely in making its response.
11. The Dealer agrees to keep all records related to designated contracts for not less than five (5) years following the expiration of any customer loan to which a designated contract is attached or in accordance with the Dealer's record retention or the Dealer's regulatory requirements, whichever is longer. During the term of this Agreement and for five (5) years from the later of (i) termination of this Agreement or (ii) expiration of all designated contracts sold by the Dealer under the Program, the Company may examine all books, records, papers, and any and all other Dealer information pertaining to the designated contracts or the Program.
12. The Dealer agrees that it will comply with all laws and regulations pertaining to the sale and marketing of the designated contracts or the Program, and understands that the Company reserves the right to audit (with reasonable notice to Dealer) to confirm that Dealer is complying with applicable laws and regulations.

D. Termination

Either party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other party. However, the Company may terminate this Agreement immediately if the Dealer 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 designated contracts properly issued and paid to the effective date of such termination.

E. Term of Agreement

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. Advertising and Intellectual Property

When marketing, promoting, and selling the Program to its customers, the Dealer shall use only forms and other materials approved by Company ("Marketing Materials"), unless a written request by the Dealer has been made and approved by the

Company. Subject to the Company's prior approval, the Dealer may incorporate electronic copies of such Marketing Materials approved by the Company for each Program in e-mails, e-menu systems, on websites, or other similar such uses for the purpose of marketing, promoting, or presenting the Program to its customers. The Dealer may not alter, edit, or otherwise revise the Marketing Materials, and the Dealer shall present all Marketing Materials without misrepresentation or material error. All use by the Dealer of the Marketing Materials and all other materials utilizing or incorporating the Marketing Materials shall comply with the terms of this Agreement and all applicable federal, state, and local laws. The Dealer agrees to defend, indemnify, and hold the Company, its parent, and all of its affiliated companies, harmless from and against any and all actual or alleged actions, claims, judgments, losses, damages, fines, penalties, costs, expenses, or any other liabilities (including court costs and attorney's fees) arising out of or in any way related to the Dealer's marketing and promotion of the Program and/or the Dealer's use of the Marketing Materials. The Dealer must maintain in the Dealer's files a record of each use by the Dealer of the Marketing Materials, such record to include a copy of the Marketing Material used together with date and manner of use, and provide to the Company, upon Company's request, with a copy of such record.

Neither party has any right, title, or interest in the other's logos, trademarks, or service marks, except as stated herein. The Dealer acknowledges and agrees that all logos, trademarks, or service marks contained on forms, agreements, and other materials used in connection with the Program are the property of the Company. Neither party will contest the validity of the other's trademarks or service marks. Neither party will use, distribute, or market any name or trademarks, logos, or service marks of the other, or its affiliates, whether registered or not, in publicity releases, advertising, or correspondence to any person or consumers or in any manner without the written approval of the other party, and, if required by the other party, a properly executed trademark license agreement.

G. General Provisions

The 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 the Company and the Dealer. The Dealer shall be solely responsible for all expenses incurred in performing the terms of this Agreement. The Dealer is not an insurance agent on behalf of the Company or the insurer and therefore shall not solicit coverage under the insurance policy obtained pursuant to Section A.

1. 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 Dealer or affiliate of the Dealer.
2. 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), or sent by prepaid overnight courier service.
3. 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.
4. 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.
5. This Agreement and any exhibits or schedules hereto may not be revised, modified, amended, or altered except by written authorization executed by both parties; provided, however, that only an officer of the Company has the authority to bind the Company to any such modification. The Company reserves the right to amend or supplement this Agreement by bulletin, letter, email, publication on a website maintained by the Company for dealers, or other appropriate official written communication. The Dealer's continuing relationship with the Company after transmission by the Company of such official written communication shall conclusively constitute assent thereto.
6. This Agreement, including all attached hereto, 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.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio 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_____.

DEALER

COMPANY

By (Print name): _____

By (Print name): _____

Signature: _____

Signature: _____

Title: _____

Title: _____

DEALER'S TAX ID NUMBER: _____

The Dealer's TAX ID Number is required when signing this Agreement.



National Auto Care

Ancillary Rate Schedule Amendment

Effective _____, 20 _____, the below listed Entity will be providing services to our Dealership in connection with the sale of all contracts sold by Dealership. We request that National Auto Care Corporation and its affiliate Family First Dealer Services, LLC (Company) adjust our Product Schedule by increasing the remittance amount by the Rate Schedule Amount stated below to compensate the following Entity:

Entity Name: _____

Address: _____

City: _____ State _____ ZIP _____

Tax I.D. # or SS#: _____

Note: A W9 form is required to be submitted to the Company for the Entity listed above.

Table with 2 columns: Program, Rate Schedule Amount. Rows include Complete Protection, Excess Wear and Tear (EWT), Guaranteed Asset Protection (GAP), KEY Elite and/or Protection, Tire and Wheel, Theft Deterrent, Windshield Protection, Paint and Fabric, Paintless Dent Repair, Powerbuy.

Payment to be received via check _____ or ACH _____ (ACH deposit requires additional documentation).

Please mark where check should be mailed: Entity Address _____ Agency _____

Should an Express Lane login be set up for the Entity to allow them to retrieve their statement? Y __ N __

For goods and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1. We recognize that all monies paid to or by Company in connection with the sale of a service contract are governed by the Dealer Agreement, and the Dealership Representative signing below represents and warrants that he/she is authorized to execute this Rate Schedule Amendment (Amendment) on behalf of the Dealership and will provide evidence of this authorization upon request.
2. The Dealership or Company may rescind this Amendment by giving a thirty (30) day written notice to the other party prior to the date such rescission is to become effective.

3. Company reserves the right to collect any monies owed for cancellation chargebacks related to this Amendment. Monies owed are the sole responsibility of the Dealership and/or the individual named on the Amendment.
4. If the Entity is no longer able to pay amounts due for cancellation refunds, Dealership will be responsible for that portion of the Rate Schedule Amount to the Entity named above or the Company at its discretion will offset the amount due from the Dealership under the Dealer Agreement. If a refund is processed by the Company, the gross refund amount paid to the Dealership will be less the portion of the Rate Schedule Amount that was offset from the amount due to the Dealership.
5. In the event of a cancellation refund, Dealership will be responsible for that portion of the Rate Schedule Amount. In the event a cancellation refund is processed by the Company, the gross refund amount paid to the Dealership will be less the portion of the Rate Schedule Amendment.
6. Such disbursements shall only be due and owing to the Entity and be paid subsequent to Dealership paying in full all current amounts due to Company from Dealership. Each disbursement shall be paid by Company within forty-five (45) days of receipt of amounts due to Company from Dealership on all contracts from which such this Amendment applies.
7. Entity recognizes this Amendment can be terminated at any time by Dealership or Company. This Amendment will automatically terminate the same day as the Dealer Agreement for the Dealership Entity is compensated for.
8. This Amendment has been duly and validly executed and delivered by the undersigned officer who is duly elected officer of the Dealership. This Amendment constitutes a legal, valid, and binding agreement of the Dealership enforceable against the Dealership in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

Entity (Payee):

Print Name: _____

Signature: _____

Title: _____

Date: _____

Authorized Dealership Representative

Print Name: _____

Signature: _____

Title: _____

Date: _____



Online eContracting & Remittance Request

Agency:	Dealer:
Agent Name:	Date:
Select Access: Express Lane <input type="checkbox"/>	Dealer Access Portal (DAP) <input type="checkbox"/>

Please set up logins and retail mark up permissions for:

- F & I – Rate, Submit, Sent Contracts, Remitting, NO Reports/Invoices
- MGR – Rate, Submit, Sent Contracts, Remitting, Reports/Invoices
- CANCELS (DAP only) - Cancel Quotes, Cancellations
- OFFICE – Reports/Invoices, Sent Contracts, Remitting

*ExpressPay option can be added to any Express Lane login or DAP user account for the ability to remit payments electronically via ACH Bank Draft. *User must submit an ExpressPay Payment Authorization Form to receive this permission.*

VSC fixed retail mark up amount	\$
GAP fixed retail mark up amount	\$
GAP Powersports fixed retail mark up amount	\$
Tire & Wheel fixed retail mark up amount	\$
Complete Protection fixed retail mark up amount	\$
Key Elite fixed retail mark up amount	\$
Excess Wear & Tear fixed retail mark up amount	\$

Email Address:	Name:
Permissions: F & I MGR CXL OFFICE Express Pay: Y N	
Provide adjustable "Mark Up" box: Y N	Set adjustable amount in "Mark Up" box:
Set maximum discount allowed in "Promotional Amount" box:	

Email Address:	Name:
Permissions: F & I MGR CXL OFFICE Express Pay: Y N	
Provide adjustable "Mark Up" box: Y N	Set adjustable amount in "Mark Up" box:
Set maximum discount allowed in "Promotional Amount" box:	

Email Address:	Name:
Permissions: F & I MGR CXL OFFICE Express Pay: Y N	
Provide adjustable "Mark Up" box: Y N	Set adjustable amount in "Mark Up" box:
Set maximum discount allowed in "Promotional Amount" box:	

Email Address:	Name:
Permissions: F & I MGR CXL OFFICE Express Pay: Y N	
Provide adjustable "Mark Up" box: Y N	Set adjustable amount in "Mark Up" box:
Set maximum discount allowed in "Promotional Amount" box:	

DAP Integration: Ristken VisionMenu F&I Express R&R

**Some coverage's may not be available in all states. Some coverage's are only available in either Express Lane or DAP.*

Email Login Request form to clientrelations@nationalautocare.com