

## Dealer Administrator Agreement

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **INTERSTATE**

**NATIONAL DEALER SERVICES OF FLORIDA, INC.** ("Administrator"), and \_\_\_\_\_ ("Dealer").

**WHEREAS**, Administrator has established and administers a Service Contract Program ("Program") pursuant to which certain Service Contracts ("Contracts") are to be sold by Dealer on behalf of and as an agent for Administrator;

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

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

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

1. 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 or employer and employee for any purpose whatsoever between Dealer and any other parties to this Agreement.
2. In consideration of the services rendered by Dealer, Administrator agrees to pay Dealer a commission of either a percentage or a Dollar mark-up based on the retail selling price of the contract as follows:

<b>StarAuto Contracts:</b>	Commission: _____ % or \$ _____.
<b>HiRoad Contracts:</b>	Commission: _____ % or \$ _____.
<b>StarProtect Contracts:</b>	Commission: _____ % or \$ _____.
<b>StarRV Contracts:</b>	Commission: _____ % or \$ _____.

Dealer may retain its commissions from each sale before remitting the Contract Cost to Administrator. Commissions shall be payable only one time per contract.

3. **THE DEALER:**
  - A. Agrees to offer Contracts to its new and used unit retail customers ("Purchasers") on all eligible units during the term of this Agreement.
  - B. Agrees to follow the underwriting and claims guidelines issued by the Administrator from time to time on forms supplied by the Administrator. Such guidelines will determine which units are eligible for use in Administrator's Program.
  - C. Agrees to transmit, no less often than monthly, to Administrator on forms supplied by Administrator or via an e-contracting solution made available by Administrator: Transmittal forms, completed Applications and appropriate monies which are due Administrator for Contracts. Failure to submit the above to Administrator within thirty (30) days of Application's inception date may result in denial of services or coverage. Should Dealer fail to submit new Application within 30 days of inception date, Dealer will liable for all claims to be paid to customer until documents are received by Administrator. If Administrator does not receive new documents within sixty (60) days of inception date, Dealer will be subject to \$75.00 fine, payable to administrator upon receipt of notice of such fine, per application. If Administrator does not receive Application and appropriate monies by 60 days after Application's inception date, Administrator has the right to decline coverage under contract and shall order Dealer to return all monies received back to customer.
  - D. Agrees that eligible units include only those units that qualify per the Administrator's guidelines and are in sound mechanical condition at time of sale. Dealer agrees to change engine oil and oil filter and replenish all fluid levels if applicable prior to delivering a covered unit to a Contract Holder. Dealer further agrees to recondition covered units prior to sale so that all covered components are in good working order.
  - E. Agrees to refund to any Lender which has financed the purchase price of any Contract, the Dealer's retained portion of the charge financed by the Lender, on a pro rata basis, in the event of a cancellation of a Contract. In the event the Contract was not financed, the Dealer further agrees to return to the Purchaser his retained portion of the total charge for the Contract in the amount calculated by the Administrator pursuant to the terms of the Contract.
  - F. Agrees to contact the Administrator for prior approval of all covered mechanical failures under any Contract of the Administrator's Program.
  - G. Agrees to permit Administrator or its authorized representatives, during normal business hours to enter Dealer's place of business to inspect and examine all records relative to the issuance of Contracts on the subject matter of this Agreement until one (1) year following the expiration of such Contracts for the purpose of review and audit.

- H. i. Is prohibited from utilizing a website (the internet) to advertise, promote, sell or in any other manner use the Company's name or underwriter's name without first obtaining the specific written approval of the Company.
  - ii. Is prohibited from displaying on its website any promotional materials, images, sales tools, rate charts or other information created by the Company to provide information about the Program sold through the Dealer in accordance with the terms of this Agreement without first obtaining the specific written approval of the Company.
  - I. Agrees, in its capacity as a qualified repair facility, to repair or replace any covered part(s) due to mechanical failure; or arrange to provide for covered repairs in accordance with any Contract issued.
  - J. Agrees 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/craft, etc., that might exclude coverage under the terms of Contract.
  - K. To submit to Administrator all claims for reimbursement within thirty (30) days after completion of repairs unless the Customer's contract establishes a shorter timeframe. No such claim will be submitted for an amount greater than that authorized by Administrator. Dealer further agrees not to submit to Administrator for reimbursement, any claims for: (i) repairs or expenses not covered by Contract, (ii) repairs or expenses resulting from Dealer's failure to perform repairs in a good and workmanlike manner, (iii) repairs to correct conditions existing, or which may reasonably be assumed to have existed, at the time the covered vehicle/craft was sold, and (iv) repairs or expenses which are also covered by Manufacturer's Warranty or recall, a dealer's or repair facility's guarantee, or other similar coverage not administered by Administrator. Dealer agrees that any improper claim submission may be rejected by Administrator, and such claim will be solely the responsibility of Dealer.
  - L. Agrees 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, as applicable, from the date repairs are completed and vehicle/craft returned to Purchaser.
  - M. Agrees to hold harmless, indemnify and defend Administrator against all claims, liability, damage, costs and expenses (including attorney fees) caused by any act or omission of Dealer and/or Dealer's agents, employees or representatives related to any Contract which is not reported to Administrator per 3.C. above, or which are the result of any negligent, fraudulent or intentional act or failure to act of Dealer or Dealer's agents, employees or representatives including, but not limited to, failure to follow Administrator's underwriting and procedural guidelines and failing to possess a Florida 2-53 license when selling Motor Vehicle Service Agreements..
  - N. i. Is prohibited from utilizing a website (the internet) to advertise, promote, sell or in any other manner use the Company's name or underwriter's name without first obtaining the specific written approval of the Company.
  - ii. Is prohibited from displaying on its website any promotional materials, images, sales tools, rate charts or other information created by the Company to provide information about the Program sold through the Dealer in accordance with the terms of this Agreement without first obtaining the specific written approval of the Company.
  - O In all cases comply with any consumer protection and any other statute, regulation, rule or law related to the sale of the Program to consumers including, but not limited to, possessing a Florida 2-53 license at all times while selling Motor Vehicle Service Agreements and obtaining any other required license or acting as the Obligor where required;
  - P. Monitor its contract and claims submissions to ensure that no fraudulent contracts or claims are submitted to Administrator. Dealer acknowledges that Administrator will investigate and prosecute any and all fraud, whether it concerns contract enrollment or the claims process, to the fullest extent of the law;
  - Q Collect and remit all applicable taxes to the appropriate governmental agency. It is agreed that Administrator is not responsible for collecting, remitting or filing any taxes associated with the sale of the Program. Dealer agrees to indemnify and hold harmless Administrator for Dealers breach of this section;
4. **THE ADMINISTRATOR:**
- A. Agrees to install, maintain, and administer the Program.
  - B. Agrees to supply to the Dealer, Contract applications, forms, transmittals, underwriting guidelines, 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 the Dealer.
  - C. Agrees to assist the Purchaser in receiving benefits provided under the terms of the Contract, in accordance with Administrator's current Service Department Guidelines. This includes handling of cancellations; and claims and claims adjustment expenses, including but not limited to, inspection and/or legal fees relating to the VSC or for cancellation of any VSC. Dealer acknowledges that Administrator assumes no obligation to Dealer 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 unit or any part thereof.
5. **DEALER'S OBLIGATIONS TO PERFORM ON VALID CONTRACT CLAIMS:**
- A. Agrees in its capacity as a qualified repair facility to repair or replace any covered part(s) due to mechanical failure; or arrange to provide for covered repairs in accordance with any Contract issued.
  - B. Agrees to inform the 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 unit, etc., that would exclude coverage under the terms of the Contract.
  - C. Agrees to submit claims to Administrator for payment within ten (10) days after completion of each repair.

- D. Agrees that labor manual used for calculating repair times and hourly rates charged will be a factory manual time for all units the Dealer is franchised to sell, and applicable national repair manual(s) time for other units sold, unless otherwise set forth in the Dealer's application and agreed to by Administrator. Parts pricing is agreed not to exceed the manufacturer's suggested list price. Sublet repair will be reimbursed at actual Dealer cost.
  - E. Agrees that breakdowns occurring within the first thirty (30) days of the Contract's effective date will be subject to reimbursement at the Dealer's cost.
  - F. Agrees 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 unit returned to Purchaser.
6. **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 may be terminated automatically without notice should Dealer fail to submit Contracts for three (3) consecutive months. Unless so terminated, the Dealer Administrator Agreement shall be a continuing Agreement.
  - B. All supplies furnished by the Administrator shall be returned to the Administrator on termination of the Dealer Administrator Agreement.
  - C. Upon termination, all obligations hereunder by either party shall cease, provided however, that the Dealer and the Administrator shall remain responsible in accordance with the provisions of the Dealer Administrator Agreement for all Contracts issued and paid prior to date of termination.
  - D. Upon termination by the Dealer or the Administrator, all claims submitted subsequent to termination shall be paid at the retail labor rate at the time of such cancellation.
7. **MISCELLANEOUS:**
- A. This Agreement shall have no force or effect unless and until such time as it is accepted by the Administrator.
  - B. Administrator reserves the right to an offset of any losses/expenses relating and connected to Dealer's Contract business against any funds due to Dealer.
  - C. This Agreement shall have no force or effect unless and until such time as it is accepted by Administrator in the State of Georgia
  - D. This Agreement is not assignable by Dealer without the prior written consent of Administrator and shall not be construed to make Dealer an employee of Administrator.
  - E. If any provision of this Agreement is held invalid under the law or regulations of any state where used, such provision shall be deemed not to be part of this Agreement in such state, but shall not invalidate any other provision hereof.

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

\_\_\_\_\_  
Dealers Name

**INTERSTATE NATIONAL DEALER SERVICES OF  
FLORIDA, INC. ("Administrator")**

\_\_\_\_\_  
Address

6120 Powers Ferry Rd. NW, Suite 200

\_\_\_\_\_  
City, State, Zip

Atlanta, GA 30339

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

2-53 License Number: \_\_\_\_\_

# Florida Dealer Data Page

Please complete all fields

Dealer code:

AGENT		DEALER	
Agency Name:		Dealer License #	
Agent Code:		Resale Certificate # (attach copy)	
Completed by:		Dealer type: <input type="radio"/> Franchised <input type="radio"/> Independent	
Programs			
<input type="radio"/> StarAuto <input type="radio"/> HiRoad Classic <input type="radio"/> StarRV <input type="text"/> <input type="radio"/> StarSport <input type="text"/> <input type="radio"/> StarProtect		<input type="radio"/> GAP - Auto <input type="radio"/> Theft - Auto <input type="radio"/> GAP - RV <input type="radio"/> Theft - RV <input type="radio"/> Tire & Wheel - Auto <input type="radio"/> StarUVP - Auto <input type="radio"/> Tire & Wheel - RV <input type="text"/>	
Dealer:		FRANCHISE HELD:	
Address:		1. _____	
City/State/Zip:		2. _____	
Phone:		3. _____	
Fax:		4. _____	
E-mail:		5. _____	
Fed. ID#:		PRIMARY LENDERS:	
		1. _____ 2. _____	
Personnel			
Owner/Dealer:		General Manager:	
Key Person:		Service Manager:	
F&I Manager:		Office Manager:	
Retail Units Per Month			
# OF VEHICLES	NEW:	USED:	TOTAL:
# OF INDS SERVICE CONTRACTS	NEW:	USED:	TOTAL:
Claims Information			
LABOR AT \$	PER HOUR	TAX	% ON <input type="radio"/> PARTS <input type="radio"/> LABOR
Options - Signed paperwork must be attached			
<input type="radio"/> PPP	<input type="radio"/> No Chargeback	<input type="text"/>	
<input type="radio"/> Interest Free Financing	<input type="radio"/> Certified	<input type="text"/>	
SPECIAL INSTRUCTIONS			

