

Dealer Administrative Agreement

THIS AGREEMENT is entered into by and between Nation Motor Club, Inc d/b/a 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 the our Towbusters Auto Club, our Tire & Wheel , Guarantee Asset Protection, Etch Protection Plan, Titanium Protection, Windshield Protection, Dent & Ding Protection or NSD / AMA Membership which includes Negative Equity protection 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 the 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. NATION 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.
6. 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 the NATION in accordance to this agreement.
7. 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 the misrepresentations made.

C. Dealer

1. Dealer agrees to follow the instructions and procedures as outlined by the NATION, including additions, deletions and amendments that the 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 the NATION, on forms furnished by the NATION, all applications and required fees as set forth in the “Schedule A” of this Agreement. This remittance shall be received by NATION no later than the 15th of the month for all applications written during the previous month (and in no case will business be received more than 45 days from effective date). In the event DEALER remits business later than the 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 direct customers to NATION in the event of any and all questions or claims regarding the Program.
6. Upon receipt of a complete loss report, the NATION 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.
7. 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.
8. Dealer agrees to use NATION for its exclusive provider of programs listed in schedule "A" for the term of this agreement.
9. Dealer agrees to sell the NSD/AMA membership including negative equity protection program in accordance with the Terms and Conditions listed on the Customer Enrollment Form.

D. Termination

Either party may terminate this Agreement at any time by giving (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.

E. Term

Term for this agreement shall be for 1 year and automatically renewed unless cancelled by giving 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 80% of MSRP for a new vehicle or NADA average retail value or a used vehicle are not eligible for participation in the **GAP program**.
2. No coverage is provided for a financing contract / loan / lease that are self – financed. Self – financed is a 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. 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.
6. 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.

7. 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 _____.

DEALER

NATION

DEALER TAX ID NUMBER:

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

BY: _____
(print)

By: _____
(print)

Sign: _____,

Sign: _____

Title: _____

Title: _____

Date: _____

Date: _____

DEALER ADMINISTRATIVE AGREEMENT

SCHEDULE "A"

This schedule is attached to and forms a part of the Dealer Administrative Agreement between the Nation Motor Club, Inc d/b/a **Nation Safe Drivers** and _____ effective _____.

Class of Business:

The Authority granted under this agreement is limited to the following enumerated products, to wit:

- | | | |
|-------------------------------|---------------------------|--------------------------|
| 1. Etch Protection Automobile | 6. Titanium Protection | 11. Tires 4 Life |
| 2. Vehicle Replacement Etch | 7. Ultimate Titanium | 12. Paint & Fabric |
| 3. GAP | 8. Windshield Replacement | 13. Pre-Paid Maintenance |
| 4. Tire & Wheel Road Hazard | 9. Dent & Ding Protection | 14. NSD/AMA Member |
| 5. Roadside Assistance | 10. Dent & Ding + Glass | 15. Identity Theft |
| | | 16. Key Replacement |

Dealer Costs:

1. Etch Protection – Cost per application \$2,500 BENEFIT 3yr \$_____ 5yr\$_____ \$5,000 3yr\$_____ 5yr\$_____
2. Vehicle Replacement- Benefit Level:\$5,000 3 yr \$_____ 5 yr \$_____ \$10,000 3yr\$_____ 5yr\$_____
 - \$15,000 3yr\$_____ 5yr\$_____ \$25,000 3yr\$_____ 5yr\$_____
3. GAP- Cost 0-60 mths. \$_____ 61-72 mths\$_____ 73-84 mths \$_____
 - GAP Plus 0-60 mths -\$_____ 61-72 mths \$_____ 73-84 mths \$_____
 - INDEPENDENT Gap: 0-60 mths \$_____ 61-72 months \$_____ 73-84 Months \$_____
4. Tire & Wheel with member #
 - Standard Dealerships 3yr\$_____ 5yr\$_____
 - Highline Dealerships 3yr\$_____ 5yr\$_____
 - Super Highline 3yr\$_____ 5yr\$_____
5. Roadside Assistance-Plan_____ Term Length_____ Cost \$_____
6. Titanium Protection Cost: 2yr\$_____ 3yr\$_____ 4yr\$_____ 5yr\$_____
7. Ultimate Titanium Protection Cost: 2yr\$_____ 3yr\$_____ 4yr\$_____ 5yr\$_____
8. Windshield Replacement Cost: 3yr \$_____ 5yr \$_____
9. Dent & Ding Protection Cost: 3yr_____ 4yr_____ 5yr_____
10. Dent & Ding + Glass Repair: 3yr_____ 4yr_____ 5yr_____
11. Tires 4 Life: up to 6yr term_____ (must be included on every car purchase; not an up sell)
12. Paint & Fabric: 3yr pre-owned_____ 5yr new car_____
13. Pre-Paid Maintenance: _____
14. NSD/AMA membership including negative equity protection.: up to 72 months \$ _____
15. Identity Theft: 1yr_____ 2yrs_____ 3yrs_____ 4yrs_____ 5yrs_____
16. Key/Remote Repl: \$400 1yr\$_____ 2yr\$_____ 3yr\$_____ 4yr\$_____ 5yr\$_____
 - \$800 1yr\$_____ 2yr\$_____ 3yr\$_____ 4yr\$_____ 5yr\$_____

* A late fee of \$50 per contract and a statement of no losses will be need for GAP contracts that are over 60 days old from their effective date.

** Tire and Wheel Protection and Titanium Protection are NOT available on any exotic vehicles.

Exotic vehicles include but are not limited to the following: Bentley, Rolls Royce, Lotus Ferrari, Maserati & Lamborghini etc. or any vehicle with an MSRP of \$100,000 or higher.

**** All of Nation Safe Drivers products are NOT to be sold for any amount over One Thousand dollars (\$1000.00)

Company reserves the right to increase prices by giving Dealership a minimum of 30 days written notice of said increase. In the event Dealership and Company cannot agree on new pricing in writing, this agreement may be terminated immediately by either party.

IN WITNESS WHEREOF, the parties have duly executed and made this Agreement effective as of

DEALER
 By: _____
 Title: _____
 Date: _____

NATION
 By: _____
 Title: _____
 Date: _____

Nation Safe Drivers Dealer Profile

PLEASE PRINT... AND MAKE SURE TO FILL OUT COMPLETELY!!

Dealer Name: _____

Producer Code _____ (provided by NSD when input into system)

Address: _____

Phone Number: (____) _____ - _____

Fax Number: (____) _____ - _____

Contact Name/Position: _____

Agent or Broker _____

Agent or Broker Phone # () _____

Average number of NEW units sold per month _____

Anticipated number of Applications sold per month _____

Dealer's Tax ID Number: _____

Who's Service contract (Extended Warranty) is the dealership Selling? _____

Financial Institutes/Banks:

1. _____

2. _____

3. _____

**Please faxed completed form to Nation Safe Drivers (561) 226-3626 Attn: Linda*

