



FIRST SALE DATE: _____

ASC Warranty

Auto Services Company, Inc.™
Doing business in Florida as Roadguard VPP, Inc. Florida License #60133

DEALER-ADMINISTRATOR AGREEMENT

This Agreement is made this _____ day of _____ 20____, between Auto Services Company, Inc.™ or Roadguard VPP, Inc. (Florida only) DBA ASC Warranty, hereinafter referred to as "Administrator", and _____ hereinafter referred to as "Dealer". The Dealer desires to be authorized to provide the Auto Services Vehicle Protection Plan or Roadguard Vehicle Protection Plan (Florida only), hereinafter referred to as "Service Agreements", to its customers.

The Dealer and the Administrator agree as follows:

The Dealer:

1. Agrees to make every reasonable effort to offer Service Agreements to its customers on all eligible vehicles.
2. Agrees that eligible vehicles include not only those vehicles that follow the Administrator's guidelines but are in sound mechanical condition at the time of sale. Dealer further agrees that any pre-existing conditions are the sole responsibility of the Dealer and are not covered under the Service Agreement.
3. In the event of Service Agreement cancellation, the Dealer agrees to return to the Customer or Lender, if applicable, his retained portion of the total charge for the Agreement in the amount calculated by the Administrator pursuant to the terms of the Service Agreement.
4. Agrees to use only the forms furnished by the Administrator and to completely fill in all blanks correctly on the Service Agreement. Dealer will hold Administrator harmless from any loss or expenses caused by unauthorized acts or omission by Dealer or their representative in the sale of the Service Agreement.
5. Agrees to remit to the Administrator the appropriate copies of the Service Agreements and the correct monies within ten (10) days of vehicle sale date. **Failure to submit the Service Agreement and monies in a timely manner will result in denial of services and coverage.**
6. Agrees that any payment returned for non-sufficient funds will be assessed a charge of not less than \$20.00, which will be automatically debited from Dealer's bank account.

The Administrator:

1. Agrees to furnish Dealer with all necessary supplies and sales materials needed to sell Service Agreements. In the event of cancellation of this Dealer-Administrator Agreement, all supplies shall be returned to the Administrator, as they are proprietary and cannot be reproduced.
2. Agrees in the event of an "unwind" or failure of a finance entity to fund the Dealer for the Service Agreement, the Administrator will refund the full amount received for the Service Agreement within two (2) days of notification.
3. Agrees to arrange for payment of all authorized claims as set forth in the Service Agreement issued to the customer. All authorized claims will have an authorization number, which has been issued prior to commencement of repair.
4. Agrees to arrange for the issuance of a Mechanical Breakdown Reimbursement Insurance policy from a qualified insurance company. Such policy will reimburse the Dealer for all covered losses arising out of the issuance of the Service Agreements, issued within the Administrator's guidelines, and as set out by the terms, conditions and limitations of the plan selected by individual agreement purchasers. This Dealer-Administrator Agreement may be amended from time to time based upon written notice by the Administrator and acknowledgement by the Dealer.

GENERAL PROVISIONS

1. Either party upon written notice may cancel this Dealer-Administrator Agreement at any time. Unless so cancelled, this shall be a continuing Agreement. Upon termination all obligations cease, except that the Dealer and Administrator shall remain responsible for all Service Agreements issued prior to termination in accordance with this Dealer-Administrator Agreement.
2. Administrator reserves the right to decline any Service Agreement submitted by Dealer that does not qualify under Administrator's guidelines. In such event, all monies received by Administrator will be refunded.
3. Administrator and Dealer agree that no agency relationship shall exist and no oral representation will be binding on the Service Agreement.
4. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas, and be subject to exclusive jurisdiction and venue in Baxter County, Arkansas.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

AUTO SERVICES COMPANY, INC.™
Roadguard VPP, Inc.
P.O. BOX 2400
MOUNTAIN HOME, AR 72654-2400
www.ascwarranty.com

Sole Proprietorship Corporation Partnership

Fed ID # / SS# _____

Florida Only - Dealer License Number: _____ (FL253)

Dealership Name: _____

Address: _____

City – State – Zip: _____

E-mail: _____

Phone: _____ Fax: _____

By: _____
Dealer Representative – Printed Name

By: _____
Dealer Representative – Signature

1. _____ 4. _____

2. _____ 5. _____

3. _____

ASC # _____

PC # _____ Rep. Initials TRACIR /JRS

ASC Representative