



# DEALER SIGN UP PACKAGE

## Complete and Sign the Attached:

- ☐ Dealer Application and Agreement
- ☐ Authorization Agreement for Electronic Funding
- ☐ W9
- ☐ Authorization for Release of Information and Communication (Independent Only)
- ☐ 'GUZ'; i UfX'; 5 D'5[ fYYa Ybh
- .....☐ ASC Warranty Agreement
- .....☐ Multiple Dealership Addendum (Optional)  
Please Include: Dealer License, Copy of Resale Sales Tax Certificate, W9, Safeguard GAP Form,  
ACH Agreement/ Copy of Voided Check for each additional location.

## Include Copies of the Following:

- ☐ Dealer License
- ☐ Copy of Resale Sales Tax Certificate
- ☐ Copy of Voided Check
- ☐ Copy of Owner's Drivers License (Independent Only)
- ☐ Copy of Most Recent Financial Statements (Independent Only)
- ☐ Copy of Finance License (Michigan Only)

Columbus, OH Branch  
Tracir Financial Services  
2040 Brice Rd. Ste 200  
Reynoldsburg, OH 43068  
Phone: 877.288.3391  
Fax: 800.621.2104



## DEALER APPLICATION

Date: \_\_\_\_\_

Business Name: \_\_\_\_\_ Date Established: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Business: \_\_\_\_\_ #Stores/Outlets: \_\_\_\_\_

Main Office Phone: \_\_\_\_\_ Business Office Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail/Website Address: \_\_\_\_\_

If Motor Vehicle Dealer, Please Supply License #: \_\_\_\_\_

☐ S-Corp ☐ C-Corp ☐ Partnership ☐ Other

### Principle/Officers:

Name/Title: \_\_\_\_\_ Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

SS#: \_\_\_\_\_ SS#: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**Floor Plan:** \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Credit Limit: \_\_\_\_\_ Current Balance: \_\_\_\_\_

### Business Checking Account:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

### Please list what applies.

Dealer Track #: \_\_\_\_\_ Rout One #: \_\_\_\_\_

## DEALER AGREEMENT

1 of 5

This Dealer Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Tracir Financial Services, Inc. also dba Tracir Financial Services I, having its principal place of business at 2040 Brice Road, Reynoldsburg, Ohio 43068 (hereinafter "Lender") and \_\_\_\_\_, a \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ (hereinafter "Dealer").

### RECITALS

**WHEREAS**, Dealer is engaged in the business of selling motor vehicles and related goods and services to retail purchasers; enters into retail installment sales contracts with said purchasers and wishes to sell and/or assign to Lender retail installment sales contracts and related documents ("Contracts") covering motor vehicles and related goods and services ("Collateral") sold by Dealer in the ordinary course of its business; and

**WHEREAS**, Lender desires to purchase and/or accept assignment of Contracts from Dealer;

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements set forth herein, Dealer and Lender agree as follows:

1. Sale and Assignment of Contracts. From time to time, Lender shall purchase from Dealer Contracts that meet Lender's Purchasing Guidelines. Lender may accept or reject any Contracts in its sole discretion and Dealer shall be under no obligation to offer any Contracts to Lender. Purchase of a Contract requires the assignment and acceptance by Lender of documents as may be requested by Lender. Dealer shall submit the required documentation within ten (10) days of Dealer's request for assignment of a Contract to Lender. If upon presentation of such documents to Lender any of the documents are unacceptable, Lender shall promptly return the documents to Dealer.
2. Lender's Acceptance of Contracts. Lender is under no obligation to purchase any Contract that it deems unacceptable. Upon Lender's acceptance of a Contract, Dealer shall be paid the "amount financed" as indicated on each Contract, less any applicable discount amount and other remittance amounts due Lender for other goods, services and products sold by Dealer. During the term of this Agreement, Lender may apply a discount for certain Contracts purchased by Lender from Dealer. The Discount will be either a fixed amount or an amount based upon a specified percentage of the Purchase Price of the Contract as described in the Discount Rate Schedule.
3. Dealer's Representations and Warranties. With respect to each Contract assigned to Lender, Dealer represents and warrants to Lender that:
  - (a) Dealer will obtain a completed and signed Credit Application on a form approved by Lender and has advised each prospective Purchaser that Dealer intends to submit the Credit Application to Lender and has complied with all applicable laws concerning obtaining a credit application and credit report.
  - (b) The Credit Application includes all credit information provided by the Purchaser to Dealer; Dealer has not communicated incorrect information or failed to communicate information to Lender relating to such Credit Application; neither Dealer or any of Dealer's employees have made any statement or representation to Purchaser as to whether the Purchaser qualifies or pre-qualifies for a credit purchase under Lender's credit standards.
  - (c) The Contract represents a bona fide sale of the Items to Purchaser in the ordinary course of Dealer's business, and constitutes the legal, valid, and binding obligation enforceable in accordance with its terms.
  - (d) Purchaser is of legal age and, to the best of Dealer's knowledge, has the legal capacity to execute the Contract and, if Purchaser is not an individual, the Contract is executed by a duly authorized officer or agent of Purchaser.
  - (e) The vehicle and any related goods and services are completely and correctly described in the Contract and have been delivered to and accepted by Purchaser before the Contract is purchased by and assigned to Lender, unless indicated otherwise in writing on a form provided to and accepted by the Purchaser and Lender.
  - (f) Dealer was the sole and unconditional owner of the Collateral, had good and clear title to the Collateral and no liens, security interests, or other claims against the Collateral exist.
  - (g) Dealer will obtain for Lender a first priority perfected security interest in the Collateral that is not avoidable by any bankruptcy trustee or court. Dealer will obtain authorized signatures on the Contract from all owners of the Collateral.
  - (h) Any cash down payment shown in the Contract has been paid by Purchaser at or prior to delivery of the Collateral, and no portion of the down payment has been loaned by Dealer, either directly or indirectly.
  - (i) Dealer will not discriminate against Purchasers or potential Purchasers in negotiating the terms of the Contracts.
  - (j) Dealer will provide any risk based pricing notices, adverse action notices and any other notices to Purchaser as Dealer may be required to provide to comply with applicable laws and Dealer will otherwise comply with all applicable federal, state, and local laws, rules and regulations which affect the application for credit, the Contract, and the underlying transaction.

(k) Dealer will not discriminate against Purchasers or potential Purchasers in negotiating the terms of the Contracts. Prior to the assignment of any Contract to Lender, Dealer will have fully complied with all applicable federal, state, and local laws, rules and regulations which affect the Contract and underlying transaction.

(l) The Contract is not subject to any dispute, defense, counterclaim, or right of offset against Dealer, or against Lender as a result of Dealer's acts or omissions, by Purchaser or anyone claiming under Purchaser.

(m) The signature of each Purchaser is genuine.

(n) The Dealer has verified that the Collateral is insured against physical damage and such other risks as Lender may require at the time of delivery of the Collateral to Purchaser and at the time the Contract is acquired by Lender and that all such policies of insurance contain appropriate loss-payable clauses in Lender's favor.

(o) No Collateral has a title history indicating lemon buyback, salvage, flood, rebuilt or odometer roll back, or any other history that will adversely affect the value of the Collateral.

(p) Dealer shall make application for title to the Collateral with the appropriate notation of Lender's security interest thereon within twenty (20) days after the date of the sale of the Collateral to Purchaser.

(q) Dealer shall provide and maintain service on all goods sold under the Contract in accordance with all representations and warranties made by Dealer and Dealer's standard practices and policies, and Dealer shall use its best efforts to resolve any disputes relating to such services.

(r) Dealer has made no inaccurate, untrue or misleading representations, warranties, statements, claims or comments regarding the finance charge, including, without limitation, obtaining the lowest or best interest rate available for the Buyer, or with respect to any other matter relating to the Contract or the related transaction.

(s) Dealer is a duly organized business entity and is in good standing under the laws of the state of its organization, with full power and authority and legal right to own its properties and conduct its business. Dealer has had at all relevant times the power, authority and legal right to acquire and own the Contracts, and is duly qualified to do business in each state in which Contracts are originated. Dealer is not a party to any bankruptcy proceedings.

(t) Dealer has full power and authority to execute and deliver this Agreement, and to perform its obligations hereunder. The person executing this Agreement on behalf of Dealer has the power and authority to execute and deliver this Agreement on behalf of Dealer. Each of the warranties, representations and covenants in this Agreement (i) are material to the purchase of any Contract which presently has been purchased or which is to be purchased in the future by Lender, and (ii) shall be deemed remade each time Lender acquires a Contract from Dealer. Such warranties, representations, agreements and covenants will not be considered waived if Lender purchases any Contract with knowledge that the warranty, representation or covenant is breached. These representations and warranties shall continue in full force and effect until all Contracts acquired by Lender from Dealer have been paid in full and Dealer has performed all of its obligations to Lender hereunder.

**4. Dealer Repurchase Obligations.** (a) If (i) Dealer breaches any representation, warranty or covenant of this Agreement or (ii) a Contract is subject to any dispute, defense, counterclaim, or right of offset against Dealer, or against Lender as a result of Dealer's acts or omissions, by Purchaser or anyone claiming under Purchaser and Dealer is unable to resolve the same to the satisfaction of Lender within ten (10) business days, then Dealer will, upon demand by Lender, repurchase the Contract or Contracts which are the subject of the breach, claim or defense, for a sum equal to the then unpaid balance of the amount financed plus any losses, expenses, and costs, including reasonable legal fees, incurred by Lender by reason of said breach, claim or defense. Upon Dealer's repurchase of a Contract, Lender shall return the Contract and any related documents to Dealer and shall reassign all of its rights and interests in the Contract and Collateral to Dealer without recourse. In the event Dealer assigns a Contract to Lender in which one or more Buyer is a debtor in an open bankruptcy case and has not received a discharge, and, it at any time after the date such case is filed and prior to such Buyer's first scheduled meeting of creditors pursuant to 11 U.S.C. § 341 such Buyer executes a Contract for the purchase of a Vehicle, takes delivery of a Vehicle the debtor intends to subsequently purchase, or makes a deposit with Dealer for the subsequent purchase of a Vehicle, then Lender, in its sole discretion, may demand that Dealer repurchase such Contract from Lender by paying Lender the amount Lender paid Dealer under the terms of the Agreement, and Lender shall reassign such Contract to Dealer or Dealer's designee without recourse.

**5. Goods, Services & Other Products.** Dealer agrees that Dealer is responsible for (i) the quality and condition of the Vehicle and other goods and services sold in connection with any Contract; and (ii) any statements, promises, actions or omissions by Dealer or its representatives concerning the sale or attempted sale of any goods, services, insurance, warranties, gap waivers, service contracts or other products, sold, financed or discussed in connection with any Contract. Dealer will inform Purchaser that no insurance coverage or gap waiver coverage or other products or coverages are required to obtain credit, other than comprehensive and collision insurance and that any insurance or gap waiver may be obtained from anyone of Purchaser's choice.

**6. Refunds/Rebates.** Upon the charge off of a Contract, repossession of a Vehicle subject to a Contract, or any voluntary or involuntary cancellation of any ancillary product (i.e. any insurance, service contract, gap waiver or other product financed under any Contract purchased by Lender hereunder), Dealer agrees to remit to Lender immediately upon the earlier of Dealer's receipt or Lender's request, any unearned premium or Dealer profit.

**7. Power of Attorney.** In the event that Dealer receives payment for any obligation under Contracts sold to Lender, Dealer shall accept

such payment on behalf of Lender and, within five (5) business days notify Lender of acceptance of such payment and submit such payment to Lender in the form received. Such payment shall not be commingled with any other funds or property of Dealer, and shall be deemed to be held in trust by Dealer for and as the property of Lender. Dealer hereby irrevocably appoints Lender as its Attorney-In-Fact, with full power of substitution and revocation, to endorse Dealer's name to any check or other remittance offered as payment on a Contract purchased by Lender and to make insurance claims on collateral.

**8. Information and Payments Received.** Dealer agrees to forward to Lender promptly, all payments, inquiries, communications, lawsuits, investigations and official inquiries received by Dealer with respect to any Contract purchased under this Agreement. Dealer will not accept payment in full or make payments on Contracts assigned to Lender or repossess or consent to the return of any property which is the subject of any such Contract without consent of Lender.

**9. Indemnification.** Dealer agrees to indemnify and hold Lender harmless from any and all claims and defenses, damages and costs including, but not limited to, attorneys' and legal fees, that Lender incurs by reason of or in consequence of Dealer's breach of this Agreement, the representations and warranties contained herein, and/or any acts or omissions on the part of Dealer.

**10. Termination.** This Agreement may be terminated by either party upon giving thirty (30) days written notice of the intent to terminate to the non-terminating party, or immediately in the event of a breach of this Agreement or any representation or warranty contained herein. Termination of this Agreement shall not affect the rights or obligations of Lender and Dealer as to any Contract purchased prior to the effective date of such termination.

**11. Miscellaneous.**

**(a) Notices.** All written notices required under this Agreement shall be deemed to be sufficiently given if mailed by United States registered mail, return receipt requested, in an envelope properly stamped and addressed. Notice to the parties shall be sent to the following addresses, or such other addresses either party may theretofore have furnished by written notice to the other party.

a. If to Lender:

Attention: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b. If to Dealer:

Attention: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(b) Relationship of Parties.** The parties agree that they (i) are not partners, legal representatives, or agents of one another or any of their respective subsidiaries or affiliates in connection with any Contract or the sale transaction related thereto or for any purpose whatsoever; (ii) are independent contractors and shall at all times take whatever measures are necessary to insure that their status shall be that of an independent contractor; and (iii) have no authority to assume or to create any obligation on behalf of or in the name of the other party or any of its subsidiaries or affiliates, and each shall not hold itself out as having any authority to act for the other party, except as otherwise specifically stated in this Agreement.

**(c) Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

**(d) Waivers.** No waiver of any provision hereof, in part or in whole, shall be effective unless particularly stated in writing addressed and delivered to the other party and duly signed on behalf of the party against whom the waiver is sought to be enforced. Any waiver so granted shall apply solely to the event occasioning the necessity for a waiver and with respect only to the provision or provisions specified, but shall not apply to any other events or to any other provisions hereof.

**(e) Remedies Cumulative.** All remedies of Dealer and Lender herein shall be deemed to be cumulative and not exclusive, and the exercise or enforcement of any one or more remedies shall not preclude the exercise or enforcement of any other remedy or remedies.

**(f) Applicable Law.** This Agreement is made in and shall be governed by and construed in accordance with the Laws of the State of Ohio. Any litigation or dispute concerning this Agreement or the transactions contemplated under this Agreement shall be resolved in a court of competent jurisdiction or arbitration panel with venue in the County and State where Lender's Principal Place of Business is located.

**(g) Arbitration.** Dealer and Lender agree that any dispute arising out of the parties' relationship or this Agreement shall be resolved by binding arbitration.

**(h) Sales Tax Credit for "Bad Debt."** Dealer acknowledges that the laws of certain states permit a credit or refund for sales tax financed by installment sale contracts that go into default. Dealer agrees that all of its right, title and interest in any refunds related to Contracts purchased by Lender hereunder are hereby assigned, transferred and relinquished to Lender. Unless prohibited by law, Dealer agrees that it has not and will not claim a credit or refund with respect to any such Contracts and relinquished to Lender all right to claim such credit or refund. Dealer agrees that any such credit or refund mistakenly received by Dealer shall be remitted to Lender to be applied against the purchaser's obligations under the relevant Contract. Dealer agrees to furnish any and all documentation or information that Lender may reasonably request to support any claim for such refund or credit filed by Lender.



(i) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein and no prior agreement or understanding, whether oral or written, pertaining to the matters contemplated hereby shall be effective for any purpose. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon execution by and delivery to both parties.

(j) Amendments. The terms of this Agreement may not be changed, modified, or amended except by a written agreement executed by both Dealer and Lender. Notwithstanding the foregoing, any Discount Rate Schedules and Lender Purchasing Guidelines may be amended by Lender by providing written notice thereof to Dealer and such amendments shall be deemed accepted by Dealer upon Dealer's submission of a Contract to Lender after the effective date thereof.

(k) Binding Agreement; Assignment. This Agreement shall be binding upon the parties hereto and their successors and assigns; provided, however, that no assignment hereof shall excuse, release or constitute a waiver of any duty or obligation the assignor may have to the other party hereunder unless the assignee agrees in writing to accept all of the assignor's duties and obligations hereunder.

(l) Savings Clause. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law, but if any provisions of this Agreement shall be prohibited by or invalid under Applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(m) Records. Dealer and Lender shall make and maintain all records and other documents relating to the transactions contemplated by this Agreement for the period of time required to comply with applicable federal and state laws.

(n) Privacy and Data Protection. Dealer and Lender shall comply with all privacy and data protection laws, rules and regulations which are or which may in the future be applicable. Without limiting the generality of the preceding sentence, Dealer and Lender agree that any nonpublic personal information obtained from Purchasers shall be used only for those purposes contemplated by this Agreement and as otherwise permitted by law and each party shall implement and maintain an information security program designed to ensure the security and confidentiality of the information collected. The provisions contained in this Paragraph shall survive the termination or expiration of this Agreement.

(o) Red Flag Addendum. As of November 1, 2008, dealer represents and warrants that it will maintain and utilize or currently maintains and utilizes an appropriate and effective "Identity Theft Program" (as defined under applicable sections of the Fair Credit Reporting Act and the Fair and Accurate Credit Transactions Act) designed to detect, prevent and mitigate identity theft. Dealer further warrants that it will provide prompt, written notice to Finance Company of any unauthorized use or attempted unauthorized use of applicant or customer information as well as any pattern, practice or specific activity that indicates the possible existence of identity theft. Dealer acknowledges that the Finance Company reserves the right to periodically review Dealer's policy and procedures regarding the Identity Theft Program.

The Red Flag Rule was mandated by the FACT ACT, which amended the Federal Fair Credit Reporting Act. The rule requires Tracir Financial Services, dealers and other creditors to oversee their service providers and will become a mandatory part of our ongoing relationship under the Agreement.

We will keep you informed of our efforts to comply with the Red Flag Rule requirements to monitor your Red Flag program while maintaining the same high level of service you have come to expect from Tracir Financial Services.

(p) Privacy and Data Protection Addendum. Definitions. For purposes of this Addendum, the term "nonpublic personal information" or "NPI" shall have the meaning set forth in Section 509 of the Gramm-Leach-Bliley Act ("GLB Act") (P.L. 102-106) (15 U.S.C. Section 6809) and implementing regulations thereof. "Tracir Financial Services Data" shall mean all data, trade secrets, and business information of any kind that Tracir Financial Services discloses in writing, verbally, or in any other medium to the Dealer and includes, but is not limited to, NPI. "Disclosing Party" shall mean the Party that provides or discloses NPI to the other Party.

- Purposes for which Protected Information May be Used or Disclosed. Each Party shall comply with all privacy and data protection laws, rules and regulations which are or which may in the future be applicable to the terms of the Agreement. Without limiting the generality of the preceding sentence, the Parties agree that they will not disclose and will cause their respective representatives, employees, consultants, affiliates and independent contractors not to use or disclose NPI other than (a) as permitted or required under the Agreement to carry out the purposes for which the NPI was disclosed; (b) in the ordinary course of business to carry out the purpose(s) for which the NPI was disclosed to the Party under an exception to the GLB Act; and (c) as required by law.

- Information Safeguards. Dealer and Tracir Financial Services each represent to the other Party that it has implemented and shall maintain administrative, technical and physical safeguards to (a) ensure the security, integrity and confidentiality of NPI; (b) protect against any anticipated threats or hazards to the security or integrity of NPI; (c) protect against unauthorized access to or use of such records or information that could result in substantial harm or inconvenience to any customer of Dealer or Tracir Financial Services; and (d) ensure the proper disposal of NPI.

- Dealer and Tracir Financial Services further agree to (a) take reasonable steps to ensure that the actions or omissions of its representatives, employees, agents, affiliates, and independent contractors do not cause a breach of the terms of the Agreement or this Addendum; (b) obtain reasonable assurances from any person or entity to whom NPI is disclosed that it will be held confidential and that it will be used and disclosed only as permitted or required by law and only to the extent the Party that disclosed the NPI may use and disclose such information; and (c) ensure that any of its representatives, employees, affiliates, agents or independent contractors

that have access to or to which it provides NPI agree to the restrictions and conditions concerning the uses and disclosures of NPI contained herein.

- **Data Protection.** Dealer may have access to Tracir Financial Services Data and/or perform Data Aggregation services for Tracir Financial Services only to the extent such access and services are expressly authorized or permitted by Tracir Financial Services and are necessary to carry out the purposes for which such information is received. Under no circumstances may Dealer access or disclose Tracir Financial Services Data or NPI obtained from Tracir Financial Services to another provider absent the explicit written permission of Tracir Financial Services.

- **Notification of Breach.** Dealer and Tracir Financial Services agree to notify one another within one (1) business days of becoming aware of any breach of security or unauthorized use or disclosure of NPI or Tracir Financial Services Data in violation of the Agreement, this Addendum or applicable federal or state laws or regulations. In addition, each of the Parties further agrees it will (a) take corrective action to cure any such deficiencies; (b) take any action pertaining to such unauthorized use or disclosure required by applicable state and federal laws and regulations; and (c) make available to one another, and any governmental or regulatory agency, its written policies and procedures and any records relating to the use and disclosure of NPI for purposes of determining compliance with the GLB Act and implementing regulations and any other applicable state and federal privacy and data protection laws. Notwithstanding the foregoing, prior to any such disclosure to any federal or state agency, the Party disclosing such information shall notify the Non-Disclosing Party immediately of such request and shall cooperate in responding to the same.

- **Indemnification.** Each Party agrees to indemnify and hold harmless the other Party from and against all claims, demands, proceedings, investigations, audits, fines, liabilities, judgments or causes of action of any nature for any damage or loss incurred, including, without limitation, any attorney fees and costs incurred by the Indemnified Party arising out of, resulting from, or attributable to the acts or conduct of the Indemnifying Party in connection with the performance of the duties under this Addendum. The Indemnified Party will provide the Indemnifying Party with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist the Indemnifying Party in establishing a defense to such action. The Indemnified Party reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing. This indemnification provision shall survive termination of the Agreement and/or this Addendum.

In addition, each of the Parties acknowledge and agree that due to the sensitive nature of the NPI, there may be no adequate remedy at law for any breach of the Parties' obligations hereunder, which breach may result in irreparable harm to the Disclosing Party/Indemnified Party, and therefore, that upon any such breach or any threat hereof, the Disclosing Party/Indemnified Party shall be entitled to appropriate judicial and equitable relief in addition to whatever remedies it might have at law, including, but not limited to, restraining orders and injunctions.

- **Interpretation.** This Addendum shall be governed by the laws of the State of Ohio without regard to the conflicts of law provisions thereof. This Addendum supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. The provisions of this Addendum will prevail over any provisions in any other Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum will be interpreted as broadly as necessary to implement and comply with the GLB Act and implementing regulations thereof and any applicable state and federal privacy and data protection laws. The Parties agree that any ambiguity in this Addendum will be resolved in favor of a meaning that complies with and is consistent with federal and state privacy and data protection laws. In the event that a court or other tribunal of competent jurisdiction shall hold any of the provisions of this Addendum to be illegal, invalid or unenforceable, such provisions shall be deemed modified to the minimum extent necessary so that this Addendum shall otherwise remain in full force and effect. No waiver or modification of this Addendum will be binding upon a Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed a waiver of such right.

- **Continuing Obligations.** The obligations of the Parties under this Addendum shall apply during the term of the Agreement and shall survive thereafter for the greater of (a) one (1) year, or (b) the amount of time that the Disclosing Party is required to comply with the NPI confidentiality obligations set forth herein by Law.

**IN WITNESS WHEREOF,** this Agreement has been executed and delivered on behalf of the parties hereto by their duly authorized officers or authorized representatives, all as of the date first above written.

DEALER: \_\_\_\_\_

Signature: \_\_\_\_\_

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

TRACIR FINANCIAL SERVICES, INC.  
and/or Tracir Financial Services I

Signature: \_\_\_\_\_

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

Columbus, OH Branch  
Tracir Financial Services  
2040 Brice Rd. Ste 200  
Reynoldsburg, OH 43068  
Phone: 877.288.3391  
Fax: 800.621.2104



## AUTHORIZATION AGREEMENT FOR ELECTRONIC FUNDING

This Agreement is made and entered into between:

Dealership Name: \_\_\_\_\_  
(herein called "Dealer") and Tracir Financial Services (herein also called "Tracir Financial Services I").

Dealer hereby authorizes Tracir Financial Services to initiate ACH credit entries for the purchase of motor vehicle retail installment contracts and to initiate, if necessary debit entries for any credit entries made in error (e.g., funds credited to incorrect acct) to the account indicated below and the depository bank (herein called "Bank") named below to credit and/or debit the same to such account. If debit entries are not acceptable, Dealer agrees that a check will be issued to Tracir Financial Services for the amount deposited within 48 hours of the request.

Bank Name: \_\_\_\_\_

Transit/ABA Number: \_\_\_\_\_

Checking Account Number: \_\_\_\_\_  
(please return with a voided check)

**Dealer must notify Tracir Financial Services prior to making any changes to the above information (Bank Name, ABA Number, Checking Account Number).**

This authority is to remain in full force and effect until Tracir Financial Services has received written notification from Dealer of its termination in such time and in such manner as to afford Tracir Financial Services and Bank a reasonable opportunity to act on it. The individual signing below on behalf of the Dealer is duly authorized to execute this Agreement and deliver it to Tracir Financial Services, and no further consents or approvals are required in connection herewith.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Please print

Signature: \_\_\_\_\_  
Must be an authorized signer for above referenced checking account

Dealer Number: \_\_\_\_\_



Columbus, OH Branch  
Tracir Financial Services  
2040 Brice Rd. Ste 200  
Reynoldsburg, OH 43068  
Phone: 877.288.3391  
Fax: 800.621.2104



## — INDEPENDENT ONLY — AUTHORIZATION FOR RELEASE OF INFORMATION & COMMUNICATION

I/We understand that Tracir Financial Services, may be requested to purchase a retail installment sales contract written, or to be written, in connection with my purchase of a vehicle from the selling Dealership. I/We hereby acknowledge that I/We have been notified pursuant to the Fair Credit Reporting Act that the credit application may be submitted to them.

I/We further agree that the statements and representations that I/We have made in the credit application for the purposes of security credit are true and correct. I/We authorize the Dealership and Tracir Financial Services to gather whatever credit and employment history it considers necessary and appropriate and specifically authorize the release of any and all requested information to Tracir Financial Services to make whatever credit inquiries it deems necessary in connection with the initial processing of my application for financing and future maintenance of my account. Requested information may include, but is not limited to: my credit report; verification of savings/depository account balance(s); employment status, position, shift; employment history; earnings records; and verification of references and residency. I/We understand that the Dealership and Tracir Financial Services will retain a copy of the credit application whether or not it is approved, and that is my/our responsibility to notify Tracir Financial Services of any change of name, address, or employment.

*By voluntarily providing references, you acknowledge that we may contact each reference as needed during account servicing if we are unable to contact you. Contact with your references will be limited to messaging and validation of contact information.*

By providing a telephone number, e-mail address and/or cellular number and signing below, I/We are agreeing that the Dealership and Tracir Financial Services may contact Me/Us in any manner available to them, including but not limited to: in writing; by email; or using prerecorded/artificial messages, text messages and automatic telephone dialing systems (as the law allows). I/We agree that I/We may be contacted in any of these manners at any address or telephone number that I/We have provided to the Dealership or Tracir Financial Services now or in the future, even if the telephone number is a cell phone number or the contact results in a charge to me.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

**Notice:** State laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain credit histories on each individual upon request. The Civil Rights Commission of each State administers compliance with this law.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	

Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.





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 \_\_\_\_\_ (Dealership Name) 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

**THIS DEALER AGREEMENT** (this "Agreement") effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Safe-Guard Products International, LLC, a Georgia limited liability company ("Safe-Guard") and the undersigned company, firm or individual at the address below ("Dealer").

**WHEREAS** Safe-Guard provides or administers a number of after-market products primarily used in the automotive and other motor vehicle industries that include, but are not limited to, theft protection, debt cancellation, road hazard protection, excess wear and tear protection, and vehicle component identification (jointly the "Products" and each individually a "Product"); and

**WHEREAS** each Product is accompanied by an agreement of which terms that include, but are not limited to, the identity of the entity obligated to provide benefits to the customer (the "Obligor"), the type and amount of protection that is warranted upon purchase of the respective Product, the length in time of such protection, the limitations of such protection and the manner in which a claim must be made (each a "Product Agreement"); and

**WHEREAS** the Dealer desires to offer one or more of the Products to its customers who purchase vehicles from the Dealer ("Customer") at a price to be determined by the Dealer; and

**WHEREAS** the Dealer agrees to remit to Safe-Guard, upon the sale of each Product to a customer, an amount to be determined by Safe-Guard ("Dealer Cost").

**NOW, THEREFORE**, in consideration of the mutual promises and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree to the following facts, terms and conditions.

**DEALER AGREES TO:**

- Follow the instructions and procedures set out from time to time in the Program Materials from Safe-Guard and to use only those Program Materials, products and chemicals supplied by Safe-Guard and/or its representatives;
- Indemnify, defend, and hold harmless Safe-Guard, its administrators, insurers, representatives, employees, attorneys, shareholders, and directors from and against any and all claims, suits, damages, costs, judgments, settlements, or awards arising from (a) Dealer's use of any materials, products, or chemicals not provided by Safe-Guard or its representatives, (b) Dealer's improper application or use of any materials, products or chemicals provided by Safe-Guard or its representatives, (c) Dealer's failure to properly and timely report to Safe-Guard the sale of any Product, (d) any violation by Dealer, its employees, agents and representatives of any statutes, regulations, rules or laws related to the sale of such Products to consumers, and (e) Dealer's failure to use the then-current version of a Product Agreement;
- Ensure that for each sale of a Product, the Product Agreement effective date is in all cases the same date that the vehicle was sold to the Customer by the Dealer;
- Issue a Product Agreement for each Safe-Guard Product sold by the Dealer;
- Submit documentation no later than the 15th of each calendar month of all Remittance Registers and corresponding Safe-Guard Product Agreements executed during the previous calendar month, along with a remittance check to equal the Dealer Cost total for said Product Agreements. Remittance checks must be made payable to Safe-Guard Products International, LLC. Checks, remittance forms, and registrations must be mailed to Safe-Guard's principal place of business located at Two Concourse Parkway, Suite 500, Atlanta, GA 30328 as directed by its underwriters, per the terms of any policy in place. Safe-Guard and the insurers of its Products shall have no obligation or liability for any Products not timely remitted to it with the appropriate Dealer Cost. Dealer's failure to remit Safe-Guard Product Agreements in a timely manner may result in the application of late fees or rejection of the Safe-Guard Agreements;
- In all cases comply with any consumer protection and any other statute, regulation, rule or law related to the sale of such Products to consumers including, but not limited to, obtaining any required license or acting as the Obligor where required;
- Monitor its contract and claims submissions to ensure that no fraudulent contracts or claims are submitted to Safe-Guard. Dealer acknowledges that Safe-Guard will investigate and prosecute any and all fraud, whether it concerns contract enrollment or the claims process, to the fullest extent of the law;
- Collect and remit all applicable taxes to the appropriate governmental agency. It is agreed that Safe-Guard is not responsible for collecting, remitting or filing any taxes associated with the sale of the Products. Dealer agrees to indemnify and hold harmless Safe-Guard for Dealers breach of this section; and
- Only use the most current version of the Product Agreement, as communicated by Safe-Guard.

**DEALER NAME:** \_\_\_\_\_

**Dealer Address:** \_\_\_\_\_

**Authorized Signee (print name):** \_\_\_\_\_

**DEALER SIGNATURE:** X \_\_\_\_\_

**SAFE-GUARD PRODUCTS INTERNATIONAL, LLC/SAFE-GUARD WARRANTY CORPORATION** • Two Concourse Parkway, Suite 500, Atlanta, GA 30328 • 800-742-7896

**SAFE-GUARD SIGNATURE:** \_\_\_\_\_

**SAFE-GUARD AGREES TO:**

- Register, maintain, and administer each Product Agreement for each Product sold by the Dealer and for which the Dealer has properly reported and paid Safe-Guard as specified above;
- Provide to Dealer's Customers who have purchased a Product those documents, decals, membership cards or any other items not provided for Dealer's inventory but required by the respective Product Agreement;
- Obtain, negotiate and maintain any underwriting agreements and contractual liability insurance policies ("CLIPs") related to Product claims necessary to ensure regulatory compliance. The CLIPs will list Safe-Guard or an affiliated entity as the named insured except for products deemed to be Dealer Obligor products, in which case Dealer shall be the named insured;
- Make available to the Dealer the Product Agreements, as well as any other forms and supplies deemed necessary by Safe-Guard to market the Products; and
- Provide the Dealer with confirmation as necessary of the registration of any Customer and the respective Product purchased by Customer.

**DEALER AND SAFE-GUARD MUTUALLY AGREE THAT:**

- This Agreement may be terminated at any time by either party upon thirty (30) days written notice, or immediately for cause upon written notice. The thirty-first (31st) day following receipt of such notice shall be the effective date of termination. Unless terminated as provided herein, this Agreement shall remain in full force and effect. Upon the effective date of termination by either party, all obligations that are not described herein as surviving termination shall cease. Furthermore, the parties specifically agree that if Dealer fails to submit a customer-executed Product Agreement or a remittance register in any six-month period, this Agreement will automatically terminate.
- Notwithstanding any other statement to the contrary in this Agreement, the following obligations shall survive any termination of this Agreement:
  - Safe-Guard's obligation to register, maintain, and administer all valid sales of Products that have been timely reported by Dealer to Safe-Guard and for which Safe-Guard has received payment from Dealer prior to the effective date of termination;
  - Dealer's indemnification obligations described herein; and
  - Dealer's obligation to pay Safe-Guard for each Product sold to a Customer prior to the effective date of any termination and to pay each Customer for each cancellation of a Product Agreement.
- No change or addition to this Agreement is valid or binding upon either party unless agreed to in writing and signed by all parties hereto. This Agreement contains the total understanding between Dealer and Safe-Guard and supercedes all previous oral or written agreements. This Agreement may not be assigned by Dealer without prior written approval by Safe-Guard.
- In the event of a cancellation of a Product Agreement by a Customer pursuant to its terms, in compliance with state requirements or by operation of law that any amount of money becomes due or repayable to the other party, each party hereby agrees to return the full or pro-rata portion of such amount received or retained by such party whether prior to or subsequent to the termination of this Agreement.
- All of Safe-Guard's logos, trademarks or copyright material, as well as all other materials, agreements, brochures, advertising, decals or any other documentation provided by Safe-Guard are and shall remain the property of Safe-Guard and delivery to Dealer does not grant any express or implied right to any patents, copyrights, trademarks, or trade secret information.
- If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- State Specific Rules:
  - Indiana GAP: The GAP program is not eligible for Finance Agreements where less than 80% of MSRP for a new vehicle or N.A.D.A. Average retail value for a used vehicle is financed. The maximum retail rate is \$460 if the amount financed is less than \$50,000. There is no maximum retail rate if the amount financed exceeds \$50,000 or the loan is a commercial loan.
  - Colorado GAP: The maximum retail rate is \$300 or 2% of the amount financed.
  - Pennsylvania (all products): The maximum retail rate is 200% of Dealer's cost.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the date above.

**Franchise(s) Sold:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Email address:** \_\_\_\_\_

**Federal Tax ID# :** \_\_\_\_\_



**IMPORTANT: THE F&I PRODUCT(S) YOUR DEALERSHIP AGREES TO MARKET, USING SAFE-GUARD PRODUCTS AS THE SOLE SUPPLIER, MUST BE INDICATED TO THE RIGHT BY CHECKING THE APPROPRIATE PRODUCT CATEGORY AND SUB-CATEGORY WHERE NECESSARY.**

☐ **THEFT PROTECTION**

- ☐ Auto
- ☐ Motorcycle/Powersport
- ☐ RV/Trailer
- ☐ Boat
- ☐ Etch/Stencil
- ☐ Safe-Parts/Labels

☐ **TIRE & WHEEL**

- ☐ Auto
- ☐ Motorcycle/Powersport
- ☐ RV/Trailer

☐ **ROADSIDE ASSISTANCE**

- ☐ Auto
- ☐ Motorcycle/Powersport
- ☐ RV/Trailer

☒ **GAP**

- ☒ Auto
- ☐ Motorcycle/Powersport
- ☐ RV/Trailer
- ☐ Boat

☐ **LEASE WEAR & TEAR**

☐ **ULTIMATE VEHICLE PROTECTION**

☐ **ALERT**

- ☐ **SAFE-SHIELD APPEARANCE PROTECTION**
- ☐ **PREPAID MAINTENANCE**
- ☐ **ID THEFT PROTECTION**
- ☐ **KEY REPLACEMENT**
- ☐ **VSC**  
(Administrative Agreement also required)

## MULTIPLE DEALERSHIP ADDENDUM (OPTIONAL)

This Appendix A is incorporated into the Dealer Agreement between \_\_\_\_\_ (herein called "Dealer") and Tracir Financial Services (herein also called "Tracir Financial Services I"). The Dealer Agreement is hereby amended to include the following legal entities each of which shall hereby be subject to each and every term, condition, and warranty therein and shall be bound jointly and severally to all the obligations and liabilities subject to Dealer in the Agreement. The Signor below warrants he/she/it has the authority to enter into the Dealer Agreement and to bind each Dealer and each Dealer's owners, partners, members, and/or shareholders to all of its terms and conditions:

- Dealership Legal Name: \_\_\_\_\_  
D/B/A: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_  
Main Office Phone: \_\_\_\_\_ Business Office Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Address: \_\_\_\_\_  
Dealer License #: \_\_\_\_\_ Dealertrack / Route One ID#: \_\_\_\_\_
- Dealership Legal Name: \_\_\_\_\_  
D/B/A: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_  
Main Office Phone: \_\_\_\_\_ Business Office Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Address: \_\_\_\_\_  
Dealer License #: \_\_\_\_\_ Dealertrack / Route One ID#: \_\_\_\_\_
- Dealership Legal Name: \_\_\_\_\_  
D/B/A: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_  
Main Office Phone: \_\_\_\_\_ Business Office Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Address: \_\_\_\_\_  
Dealer License #: \_\_\_\_\_ Dealertrack / Route One ID#: \_\_\_\_\_
- Dealership Legal Name: \_\_\_\_\_  
D/B/A: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_  
Main Office Phone: \_\_\_\_\_ Business Office Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Address: \_\_\_\_\_  
Dealer License #: \_\_\_\_\_ Dealertrack / Route One ID#: \_\_\_\_\_

**In Witness Whereof**, the parties hereto have duly executed this Addendum as of the Effective Date below their signatures.

**Tracir Financial Services**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Columbus, OH Branch  
Tracir Financial Services  
2040 Brice Rd. Ste 200  
Reynoldsburg, OH 43068  
Phone: 877.288.3391  
Fax: 800.621.2104



## PLEASE INCLUDE COPIES OF THE FOLLOWING

**DEALER  
LICENSE**

**SALES TAX  
CERTIFICATE**

(Resale certificate for sales tax)

**VOIDED  
CHECK**

## INDEPENDENT ONLY

Please also send a copy of the

**OWNER'S  
DRIVERS  
LICENSE**

Please also send a copy of the

**MOST RECENT FINANCIAL STATEMENTS**

**OR**

**PREVIOUS 6 MONTHS BANK STATEMENTS**