

SALES AGENT

ACCOUNT #

Choice Auto Protection, Inc.

DEALER AGREEMENT

DEALER INFORMATION

BUSINESS NAME	DBA		
MAILING ADDRESS	CITY	STATE	ZIP
SHIPPING ADDRESS	CITY	STATE	ZIP
DEALER LICENSE #	CONTACT		
OWNER			
PHONE	FAX		
EMAIL	WEBSITE		

DEALER TERMS AND CONDITIONS

This Dealer Agreement ("Agreement") allows you ("Dealer") to sell Choice Auto Protection, Inc. ("Choice") Products to your customers, in accordance with the terms and conditions set forth herein.

- Dealer is an independent contractor.
- Dealer shall use its best efforts to sell service contracts and/or limited warranties ("Products") to its customers.
- Dealer shall comply with all instructions and procedures outlined by Choice, including all applicable underwriting requirements. Dealer will not market or reference the Choice Products publicly, or use Choice service marks or trade names, including email or website name or URL address, without first receiving Choice's consent and only and for the limited purpose per this Agreement.
- Dealer shall remit payment to Choice no later than the 20th day of the month after the date the terms and conditions for a Product sold by Dealer ("Contract") is issued. Payment shall be in the amount per Choice's then current rates provided to Dealer. Choice retains the right to modify any rates provided to Dealer and to revise any payment discrepancies caused by software errors.
- Dealer acknowledges that failure to timely remit payment to Choice may result in Dealer being solely responsible for all claims that may occur. Choice shall only administer Contracts that have been paid and shall bear no liability for any contracts that Dealer fails to remit. Choice reserves the right to offset or otherwise legally recover past due amounts for issued Contracts from Dealer.
- Dealer shall provide Choice the customer data, in Choice's specified format, for each Contract sold in a calendar month (the "Sales Data"). Sales Data received more than thirty days following the end of the calendar month are not eligible for coverage under a Contract. You are liable to the customer for any claims which arise under a Contract that is sold and not reported to Choice.
- Dealer shall be responsible for maintaining all records and data relating to any claims that may occur. Dealer shall maintain these records for a period of seven (7) years following the termination of a Contract, or as otherwise required by law. Dealer shall make all records available to Choice upon reasonable request.
- Dealer shall perform services required under a valid claim in exchange for the rates described in each applicable Contract.
- If a Contract is cancelled, Dealer agrees to promptly refund the customer the amount calculated by the Choice portal in compliance with all applicable laws. Termination of this Agreement does not release Dealer from Dealer's duties under this provision. Choice will have the right to offset Dealer's portion of refunds against any amounts owed to Choice by Dealer.
- Dealer will not alter or misrepresent the Contract(s), which have been provided to Dealer by Choice. Dealer will maintain a copy of the terms in each Dealer location and make it available upon request to customers.
- Dealer shall maintain at its principal office accurate and complete books and records of all transactions performed by Dealer in connection with this Agreement.
- Each party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.
- Dealer and Choice realize that some information received by one party from the other pursuant to this Agreement shall be confidential. It is therefore agreed that any confidential information received by one party from the other shall not be disclosed by either party to any third party and shall not be used by either party for purposes other than those contemplated by this Agreement.
- Dealer shall always conduct its activities under this Agreement in compliance with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement.
- Dealer agrees to maintain all applicable licenses and registrations required for the sale of the Products to customers.
- If Dealer opts into offering a Limited Warranty Product to its customers, Dealer agrees that it will provide the Limited Warranty Product free of charge to all customers who purchase a vehicle, furniture, jewelry, electronics, appliances, or mattresses from Dealer. Dealer may not remove the Limited Warranty Product offering from the sale of any vehicle, furniture, jewelry, electronics, appliances, or mattresses item they offer coverage on until such time Dealer opts out of the Limited Warranty Product program.
- Dealer shall not engage in unlawful discrimination, misrepresentation, or unfair trade practices pertaining to the sale of Product(s) or provision of services under the Contract(s).
- Dealer shall collect from any customer who purchases a Product and all applicable taxes due on the Product's sale. You shall be solely responsible for remitting all applicable taxes due on the sales of the Product(s).
- This Agreement shall in all respects be deemed to be made, interpreted, enforced, and governed by the laws of the State of Wisconsin, without reference to any jurisdiction's conflict of laws. In the event of any dispute concerning this Agreement, Dealer hereby consents and submits to personal jurisdiction of any state or federal court having its situs in Walworth County, Wisconsin.
- The term of this Agreement will continue until it is canceled by one of the parties. This Agreement may be canceled at any time by an authorized representative of Choice or Dealer; however, both parties will remain liable for any customer refunds, ongoing obligations, or incurred payment obligations under paragraph 5.
- Each party ("Indemnifying Party") agrees to defend, indemnify and hold the other ("Indemnified Party") and each of its directors, officers, stockholders, employees and agents harmless from and against all third-party claims, actions, proceedings, investigations, expenses, costs, losses, liabilities, damages and reasonable attorneys' fees arising out of or related to: (i) breach of this agreement; (ii) any negligent or illegal act or omission; (iii) willful misconduct; and/or (iv) misrepresentation, by an employee, agent or representative of the Indemnifying Party. The Indemnified Party must provide prompt written notice of any such claim and/or loss. Indemnifying shall have the right to control the defense.

DEALER ACCEPTANCE TO TERMS

I have read, understand, and agree to all of the **DEALER TERMS AND CONDITIONS** stated above. I am duly authorized to sign this Agreement on behalf of the above-named Business.

OWNER/MANAGER SIGNATURE	DATE
OWNER/MANAGER PRINT NAME	TITLE

DEALER, PLEASE RETAIN A SIGNED COPY OF THIS DEALER AGREEMENT FOR YOUR RECORDS