

Aftercare

126 E. Dyer Rd., Suite A
 Santa Ana, CA 92707
 (800) 832-3237
 (800) 3-**A-f-t-e-r-care**

Date _____

Dealer Number _____

Rate Chart _____

DEALER INFORMATION

Dealership Name _____

Street Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

E-Mail Address of Dealer Contact _____

Sales Portal First and Last Names and Email Addresses: _____

Agency Name _____ Agent _____

Makes Sold _____

	New	Used
Number of Vehicles Sold Per Month	_____	_____
Number of Mechanical Repair Agreements Sold Per Month	_____	_____

Do you sell other F&I Products? (Name? Quantity per month?)

GAP _____ Theft (Etch) _____

Tire & Wheel _____ Pre Paid Maint. _____

Comp & Collision (Retail) Insurance _____ GPS _____

Labor Rates

		Tax Rate %
_____	_____	_____
_____	parts	_____
_____	labor	_____

Hours of Operation (circle days open)

	M	T	W	TH	F
from	_____	_____	_____	_____	_____
	am				pm

	SAT	SUN
from	_____	_____
	am	pm

DEALER PERSONNEL

Dealer _____ Business Manager _____

Owner _____ F & I Manager _____

General Manager _____ Service Manager _____

Send Correspondence To: _____

Special Instructions _____

Authorized Signature _____ Date _____

Office Use	Add to DWNKY	Set up in CCC	
	Act	Agent info	Rate Chart



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126 East Dyer Road Suite A
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(800) 832-3237
(714) 546-0808

AFTERCARE PROGRAM ENROLLMENT

Dealership Name	Dealership Phone
Dealership Street	Dealership Contact
Dealership City, St, ZIP	Dealer # (to be assigned by Aftercare)

Four Easy Steps to Becoming an Aftercare Dealer:

- 1) Please select and initial the Aftercare Programs you would like to offer;
- 2) Read the Dealer Agreement and the Dealer Procedures and Dealer Procedure Manuals associated with the Programs selected;
- 3) Acknowledge that you have read and agree to the terms and conditions of the Aftercare Programs selected, this Dealer Agreement and all associated Program details including any Dealer Procedures and Dealer Procedure Manuals by completing and signing the Acknowledgement section of the Dealer Agreement (page 4);
- 4) Choose an option for adding Programs to your Dealership offerings at a later date.

Step 1:

PROGRAM SELECTION

☒ Aftercare Programs	Dealer Procedures	Dealer Initials
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For programs/products whose agreements and guidelines are included in this packet

☐ Service Contracts	Pages 7 - 10	
☐ Powersports ☐ Power & Lawn/Tractor, Mower ☐ Outboard ☐ Marine ☐ Golf ☐ Kart		
☐ On-Road Tire & Wheel	Page 11	
☐ Off-Road Tire Limited Product Warranty (requires chemistry order)	Page 12	
☐ Off-Road Tire & Wheel (must be sold in conjunction with Off-Road Tire Limited Warranty) (requires chemistry order)	Page 13	
☐ Surface Protectant Limited Product Warranty (requires chemistry order)	Page 14	
☐ Land ☐ Water		
☐ GAP (powersports only)	Page 16	
☐ Battery	Page 17	
☐ GPS with Theft Benefit (InTouch) (separate Dealer Agreement) (requires GPS order)	Page 15	

Programs/products whose agreements are not included in this packet (please ask for details)

☐ Limited Warranties (separate Dealer Agreement outlining Dealer's customized details)	
☐ Pre-Paid Maintenance (separate Dealer Agreement outlining Dealer's customized details)	

Step 2:

DEALER AGREEMENT

This Agreement is made on the date indicated by and between the Dealer and Aftercare, Inc.

Definitions

Aftercare Program(s), Program(s): the Contract(s), this Dealer Agreement, the Confidential Dealer Prices form(s), the Dealer Procedures – outlining additional processes and procedures specific to each Program (found online at dealer.aftercareservicecontracts.com or available in alternate form by request) and any supplemental Procedures including any and all additions, deletions, amendments or alterations as Aftercare may implement from time to time.

Confidential Dealer Prices form(s): the rates for each Program established by Aftercare including restrictions and eligibility guidelines.

Contract(s): the form(s) provided to the Customer outlining the details of a given Program which include identification of the vehicle, the Customer, coverage, exclusions and other terms and conditions of the Program.
Customer, Contract Holder: the person who purchases a Contract (or a Product that is accompanied by a Contract) from the Dealer.
Dealer: the Dealer who executes this Agreement and has agreed to adopt the Program(s) for sale at the Dealership named above.
Dealer Agreement: this Agreement.
Dealer Procedures (Procedures): the procedures and guidelines established to aid in the proper sale and reporting of Products and Contracts as well and the proper handling of claims.
Limited Product Warranty: a Contract which accompanies the purchase of a Product (GPS unit, Tire Sealant, Surface Protectant), provided with the Product at no additional charge to the Customer.
Product(s): the surface protectant chemistry, tire sealant chemistry or GPS unit made available by Aftercare, sold by the Dealer to the Customer and installed on the Customer's vehicle at the time of sale.

WHEREAS, the Dealer desires to issue Contracts under the Program(s) selected and initialed above and modified from time to time as indicated, in conjunction with the sale of new and/or used motorcycles, scooters, personal watercraft, sport boats, pontoon boats, snowmobiles, ATVs, UTVs, Side by Sides, power equipment, lawn and garden equipment, tractors, mowers, golf cars/carts, go karts, outboard motors, automobiles (not all Programs are available for all product lines listed, refer to Contracts for eligible product lines); and

WHEREAS, the Dealer has reviewed and approved the Program(s) and wishes to market it/them for sale to the Dealer's Customers; and
WHEREAS, Aftercare has agreed to install, maintain and administer the Program(s); and
WHEREAS, Aftercare supplies the Contract(s) that provide certain coverage against specific losses and/or failures for some Programs and the Products associated with certain Limited Product Warranties for other Programs; and
WHEREAS, Aftercare agrees to ship or arrange for the shipping of the Product(s) ordered by the Dealer;
WHEREAS, Aftercare agrees to obtain insurance coverage from an appropriately rated insurance company, where necessary, which shall indemnify against the costs of repairs, replacements or losses incurred, as specified by the terms and conditions of the Contracts.
NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

Sales and marketing

1. The Dealer stipulates that he has read and understands the Program(s) and will follow the instructions and procedures of the Program(s) as set forth therein. Dealer will comply with, all material applicable laws relating to all aspects of this Agreement, the Program(s) and the Contracts offered pursuant hereto, including but not limited to, the forms, marketing, sales, and the issuance of the Contracts. The Dealer has no authority to waive or modify any of the terms or conditions of the Contracts or the Program(s).
2. The Dealer agrees to follow the instructions, training and procedures set out from time to time in Aftercare's Program materials, have employees attend training and seminars designated by Aftercare to develop Dealer's technical understanding of the Programs and their application, and use only materials, chemicals and Products approved by and supplied by Aftercare;
3. The Dealer understands the coverage exclusions outlined in the Program(s) including those related to Pre-Existing Conditions and Vehicle Modifications and agrees to disclose each and every such condition to the customer before selling a Contract or applying a Product.
4. When a Limited Product Warranty is issued in association with the sale of a Product(s), the Dealer agrees to issue a Contract to every Customer purchasing the Product(s) sold by the Dealer and ensure that for each sale or application of a Product, a Contract will be issued with an effective date which is in all cases the same date that the Product was applied to/installed on the vehicle;
5. The Dealer will, in all cases, comply with consumer protection and other statutes, regulations, rules or laws related to the sale, application and disposal of Products including without limitation, any required licenses required.
6. The Dealer will report to Aftercare at least by the final day of the month, on the forms furnished by Aftercare and in the manner prescribed in the Program, all Contracts issued during the preceding monthly period. In addition to reporting the Contracts, the Dealer will remit to Aftercare, on checks made payable to Aftercare or by ACH the appropriate Dealer Net Rate as specified on the Program Confidential Dealer Prices form.
7. The Dealer will endeavor to sell a Contract to every retail customer purchasing a qualifying vehicle as defined by the Program.
8. When a Limited Product Warranty is issued in association with the sale of a Product(s), the Dealer understands that the Limited Product Warranty is included in the cost of the Product and the Dealer agrees not to charge the customer any additional fee for the Limited Product Warranty.
9. The Dealer will issue Contracts only on the forms currently approved by Aftercare. Any contract submitted to Aftercare on a form which has not been supplied by Aftercare shall be returned to the Dealer. The Dealer shall assume all administrative and other responsibilities with respect to such returned contracts which shall not be covered by the Program or the associated insurance coverage.
10. The Dealer does not have the authority to originate, change or utilize any printed or electronic materials using the names, trade styles, logos or intellectual property of Aftercare or the insurance company unless approved in writing by Aftercare. Any advertisements or dealership marketing materials bearing the names of Aftercare, or the insurer, either electronic or physical shall be preapproved by Aftercare. Any representations about coverages or contract terms must be communicated as expressly set forth in the Contract.
11. Dealer will obtain and maintain any and all licenses, registrations or other authorizations required of any governmental authority to market and sell the Contracts in Dealer's state or states. Upon request, dealer shall provide evidence of the required licenses. Dealer will promptly notify Aftercare in writing (i) if any required license is suspended, revoked, lapsed, withdrawn, or surrendered, or (ii) if a legal proceeding is initiated by any governmental authority seeking to suspend or revoke any required license, including, but not limited to, the issuance of a "cease and desist" letter or order in respect of any required license.
12. For Dealers selling Products, the Dealer agrees to maintain its retail sales/retail/wholesale license in its local jurisdiction and agrees to collect and remit all applicable taxes to the appropriate governmental agency. Dealer agrees that Aftercare is not responsible for collecting, remitting or filing any taxes associated with the sale of Products. Dealer agrees to indemnify and hold harmless Aftercare for Dealer's failure to comply with this section. The Dealer may be required to provide Aftercare with a copy of the Dealer's resale license in order to order certain Products.
13. As part of adopting the Program, the Dealer agrees that the Dealer may be required to comply with the economic sanctions and trade embargoes administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") and that the Dealer has a process in place for ensuring OFAC compliance, which it believes meets the requirements of the Applicable Law.
14. In the event of an approved cancellation of a Contract (as defined in each Program), the Dealer agrees to be liable for, and on demand promptly refund and remit to the Contract Holder or the lienholder, as required, the "unearned" portion of the total Contract price. The Dealer agrees to abide by all state statutes concerning the cancellation of the Contracts and will bear the cost of any penalty fees owed to the Contract Holder that arise from the Dealer's failure to refund monies to the Contract Holder as required by state statute. The Dealer will advise Aftercare of all such cancellations by using the Aftercare Cancellation Request forms supplied by Aftercare. Upon receipt and verification, Aftercare will return to the Dealer the "unearned" portion of the Dealer's original remittance as scheduled in the Confidential Dealer Prices form for that Agreement pursuant to Item 3 above, less a fully earned cancellation fee, if permitted by the terms of the Contract. Under no circumstance will the Dealer deduct such cancellation amounts from the Dealer's remittances to Aftercare.
15. The Limited Product Warranties associated with Product sales are not cancellable. The Dealer agrees to present Product sales as non-cancellable to its Customers. In the event of a Limited Product Warranty is issued in error, the Dealer agrees to notify Aftercare within 30 days of the Limited Product Warranty issuance in order to receive a credit or refund. Failure to report a Limited Product Warranty issued in error within 30 days will relieve

Aftercare of its responsibility to provide a refund and the Dealer agrees to report and pay for the Limited Product Warranty as though it is was issued correctly. Under no circumstance will the Dealer deduct such error refund amounts from the Dealer's remittances to Aftercare.

16. The Dealer shall maintain at its principal office accurate and complete books and records of all transactions performed in connection with this Agreement, which books and records shall be maintained in accordance with commercial standards of record keeping and in accordance with all Applicable Laws. Further, Dealer's books and records shall detail all other material activities of Dealer with respect to its performance under this Agreement and shall detail any and all material correspondence sent by Dealer to, or received by Dealer from, any Contract Holder, or governmental authority, including any correspondence concerning any legal or investigatory action or proceeding, in all cases, to the extent related to the Contracts. The Dealer agrees to allow Aftercare, or its agents, to enter the Dealer's place of business during normal business hours and further to allow Aftercare, or its agents, access to all records pertaining to this Agreement, and to make such audit as Aftercare deems necessary, including copying such records.
17. In the event the Dealer shall cease conducting a parts and accessories and/or repair business at any time after the date of this Agreement, the Dealer shall refer to Aftercare all Contract Holders of then existing Contracts issued by the Dealer respecting all matters covered by such Contracts.
18. Dealer will maintain security measures designed to protect against any reasonably anticipated threats or hazards to the security and integrity of the data relating to the Contracts and will reasonably protect against unauthorized access to or use of such data that could result in reasonably foreseeable harm to any Contract Holders, Aftercare or the insurer.
19. The claim reserve portion of the sums remitted to Aftercare by the Dealer for each Contract sold by the Dealer shall be aggregated and retained by the insurance company for payment of repairs and all other expenses as contractually incurred by Aftercare under the specific terms of the Contract or in connection with the administration of the Program, where applicable.
20. All Contract forms and other such supplies as may be necessary for the Dealer to implement the Program supplied by Aftercare shall remain the property of Aftercare.

Claims and Claims Processing (refer to the Dealer Procedures for each Program for Program Specific Claims information)

21. Aftercare will investigate and process claims for damage or losses represented to be covered by the Contracts, and arrange for reimbursement to the appropriate party the cost of such claims which are covered under the specific terms of the Contracts. Refer to each Program(s) for specific reimbursement thresholds, time limitations and other restrictions. Aftercare shall be under no obligation to investigate or arrange for the payment of any claim if:
 - A. The vehicle did not qualify under the eligibility requirements in effect on the date of issuance of the Contract, and therefore, the Dealer issued the Contract on the vehicle in error, or otherwise contrary to said requirements.
 - B. The Dealer did not report the Contract to Aftercare in a timely manner (within 45 days of contract sale) or did not remit the appropriate sum.
 - C. The Dealer does not report the failure of the vehicle or part to Aftercare within the timeframe outlined in the Contract.
 - D. The Customer does not complete and submit to Aftercare the paperwork required to settle a claim in the timeframe specified in the Contract.
 - E. The Dealer repaired the vehicle or part, or repaired and released the vehicle or part prior to obtaining an authorization for repairs from Aftercare.
 - F. In the case of Contracts covering the loss of the vehicle, the Customer does not report the loss to Aftercare within the timeframe prescribed in the Contract.
22. Aftercare assumes no obligation for the workmanship, quality of repairs or replacement parts; nor for any bodily injury or property damage caused directly or indirectly by failure or malfunction, or any other cause of vehicle failure or any part thereof; nor for any other obligation not specifically provided for in the Contracts.
23. In servicing or repairing vehicles under covered Contract claims, the Dealer warrants its workmanship and quality of repairs to the Contract Holder and to Aftercare. If a Contract Holder should make a second claim arising out of faulty service or repairs performed by the Dealer, such claim shall not be covered under this Agreement or the insurance coverage, and the Dealer shall be solely liable for the costs of such service or repairs.
24. The Dealer recognizes that the Authorization for repairs given by Aftercare for a covered failure is given with the understanding that the original Repair Order outlining such repairs will be signed by the Contract Holder and mailed to Aftercare by the Dealer within 60 (sixty) days from the date the Authorization is given. Aftercare will not reimburse the Dealer for Repair Orders received after 60 (sixty) days from the date the Authorization is given, unless the Dealer and Aftercare have agreed in writing to extend the time frame, as may be necessary from time to time.
25. FOR GPS with Theft: The Dealer recognizes that the authorization for reimbursement given by Aftercare for a covered claim is given with the understanding that the new bill of sale outlining the purchase of the replacement vehicle will be signed by the customer and mailed to Aftercare by the Dealer within 90 (ninety) days from the date of loss or in accordance with the guidelines outlined in the Program. Aftercare will not reimburse the Dealer for vehicles replaced outside of these guidelines, unless the Dealer and Aftercare have agreed in writing to extend the time frame, as may be necessary from time to time.
26. The Dealer will not settle any claims on behalf of Aftercare.
27. The Dealer recognizes that the settlement of a claim by Aftercare is final.
28. The Dealer agrees to indemnify, defend and hold harmless Aftercare, its contractors, agents, employees, successors, assigns and the insurer, their affiliates, and their respective directors, officers, employees and agents, from and against any and all claims, demands, causes of action (in contract, or otherwise), expenses (including reasonable attorneys' fees, both trial and appellate) and liabilities, or any rights of any person arising out of the servicing or repair of any vehicle, or part of a vehicle under a Contract, or in the case of a Product sale (a) the Dealer's use of any materials, products, or chemicals not supplied by Aftercare, (b) the Dealer's improper application or use of any materials, products or chemicals provided by Aftercare, (c) the Dealer's failure to properly and timely report to Aftercare 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 or application of such Products to consumers, (e) Dealer's failure to use the then-current version of a Contract with the sale of a Product; or (f) Dealer's sale of a Product without applying/installing the Product on a vehicle; or out of the conduct, misconduct, misrepresentation, error, negligent act or omission, intentional or bad faith act or omission by the Dealer or dealership personnel, or out of any accident or occurrence, alleged or actual, or active or passive negligence of the Dealer, or strict or absolute liability of the Dealer or any other party, any breach of this Agreement, violation of any Applicable Law, or any other unauthorized act or omission under this Agreement. Aftercare may, in its discretion, assume and defend any and all action based thereon and the Dealer shall reimburse Aftercare for any and all expenses which Aftercare may incur in defending such.
29. The Dealer shall abide by and be bound by Aftercare's determination as to whether any claim is proper and valid under the terms of a Contract. If the Dealer disagrees with a claim determination, and should the Dealer therefore voluntarily incur any claims expense, the Dealer shall be solely responsible for such expense, and Aftercare will not charge such expense against the claims reserve held by the insurance company.

General Provisions

30. This Agreement shall terminate automatically without notice from Aftercare if a petition in bankruptcy is filed by or against the Dealer, or if the Dealer shall have made an assignment for the benefit of creditors, or shall have been voluntarily or involuntarily adjudicated a bankrupt by any court of competent jurisdiction, or if a petition for reorganization of the Dealer, or for an arrangement with creditors, is filed by or against the Dealer, or if a receiver shall have been appointed for all or a substantial part of the Dealer's business, or if the Dealer shall have permitted or suffered any attachment, levy or execution to have been made against any or all of the Dealer's inventory of vehicles and/or parts.
31. For Product sales, if the Dealer fails to submit an issued Contract with payment in any six-month period, this Agreement will automatically terminate.
32. This Agreement may be terminated at any time by either party by giving thirty (30) days written notice to the other party. However, Aftercare may terminate this Agreement immediately upon its determination of fraud by the Dealer or any of the Dealer's agents or employees, or upon the refusal of the Dealer or any of the Dealer's agents or employees to comply with the Program(s), this Agreement or any of the terms or provisions of the Procedures. Unless so terminated, this Agreement shall be of a continuing nature.

33. Upon termination by either party, all obligations hereunder shall cease; provided, however, that the Dealer shall remain obligated to perform under all Contracts issued prior to the termination date, including refund of all cancellations (as described in #14 above), and Aftercare shall continue its administrative functions for those Contracts issued by the Dealer prior to the termination date for which the Dealer has paid Aftercare the appropriate sums thereunder.
34. In the case of Product related Programs where the Product is provided as an advance to the Dealer, without payment in full, the Dealer will return any unsold unopened Product to Aftercare upon termination.
35. Upon termination the Dealer will be responsible for and agrees to remit to Aftercare all Contracts produced by Dealer under the Program(s) prior to the effective date of termination. The termination of this Agreement will not affect any eligible contracts received by Aftercare prior to the effective date of termination. After termination, the Dealer agrees to return all unused contracts, applications, forms, brochures and any and all supplies and/or equipment made available to Dealer by Aftercare.
36. The Dealer agrees that this is not a contract of indemnification.
37. This document, together with any addenda, constitutes the full, complete, absolute and entire agreement between Aftercare and the Dealer, superseding any prior oral or written representations, agreements or understandings between the parties relating to this Agreement or the subject matter hereof. The Dealer warrants and acknowledges that there are no other agreements or understandings between the parties except as specifically agreed to herein and that any future representations, agreements, understandings or waivers to be binding upon the parties hereto must be reflected in a writing signed by both parties.
38. Aftercare has the right to offset any amounts the Dealer may owe Aftercare against any of the Dealer's monies which Aftercare may hold or otherwise have in its possession.
39. If any provision of this Agreement is held invalid under the laws or regulations of any state where used, such provision shall be deemed not to be a part of this Agreement in such state, but shall not invalidate any other provision hereof notwithstanding the foregoing. If any provision of this Agreement shall be held invalid, Aftercare shall have the option to terminate this Agreement, subject to all provisions respecting termination provided herein, or redraft or restate such provision so as to be in compliance with such law or regulation. All representations, warranties, and indemnities of Dealer shall survive the termination or expiration of this Agreement.
40. The Dealer agrees to bear any and all reasonable collection costs, attorneys' fees and other expenses necessary to enforce collection of sums due Aftercare from the Dealer.
41. All notices, demands, amendments or other communications regarding this Agreement shall be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, to the party to whom such notice or communication is directed, at the last known address of the party so addressed or via commonly accepted means of formal communication at the time.
42. This Agreement shall be binding upon, inure to the benefit of and be enforceable by successor, assigns and/or personal representatives of the respective parties hereto.
43. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the choice of law provisions thereof. Any action brought in connection with this Agreement shall be brought in the state or federal courts located in Orange County, California.
44. The person signing on behalf of the Dealer warrants that he/she has the necessary authority to execute this Agreement for the Dealer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated below.

Step 3:

ACKNOWLEDGMENT

I acknowledge that I have read and agree to the terms and conditions of this Dealer Agreement, each Aftercare Program selected, and all associated Program details including all Dealer Procedures.

_____ Dealership Name	Aftercare, Inc.	_____ Agent
_____ Signed by	_____ Signed by	_____ Signed by
_____ Print Name and Title	_____ Print Name and Title	_____ Print Name and Title
_____ Date	_____ Date	_____ Date

Step 4: OPTIONS FOR ADDING ADDITIONAL PROGRAMS

- ☐ Please select one of the following options for adding products to your Dealership's suite of products:
- ☐ My dealership may add products that were not initially chosen only by my initialing any additional products I choose and executing a new Dealer Agreement.
- ☐ I may add products that were not initially chosen for my Dealership by sending Aftercare an email, from me, requesting the specific additions.
- ☒ The following personnel may add products that were not initially chosen for my Dealership by sending Aftercare an email, requesting the specific additions. Please list authorized personnel:

Dealer's Signature

Date



126 E. Dyer Road Suite A
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(800) 832-3237

ACH Enrollment Form

By completing and signing this enrollment form the Dealership is choosing to process payments to and/or to accept payments from Aftercare by ACH. The dealership will no longer receive a physical check once the ACH process is established.

I, _____, authorize Aftercare to send payments to the following account:

Please print clearly

Name of Account Holder (name on account)

Bank Name

Account type: checking savings other:

Account Number

Bank Routing Number

Email address (for receiving bank notifications and commission statements)

Signed by

Date

Aftercare reserves the right to cancel the ACH payment process at any time. If Aftercare cancels the process, we will provide you with 10 days notice and pay the Dealership by check or some other agreeable means.

Thank you for choosing Aftercare!

☐
initials

I would like to pay for sales by ACH

☐
initials

I would like to be reimbursed for claims by ACH

Aftercare, Inc. - confidential

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Service Contract Dealer Procedures

The following Dealer Procedures are to be followed in addition to those procedures and provisions outlined in the Dealer Agreement and are incorporated by reference.

VEHICLE/ PRODUCT ELIGIBILITY:

It is our goal to cover as many vehicles that fall under the definition of "powersports" as possible. Coverage is available for: Motorcycle, ATV, UTV, Side by Side, Scooter, PWC, Snowmobile, Go-Kart, Golf Cart, Outboard Motor, Power Equipment, Lawn and Garden products and Tractors.

Please make sure that the Vehicles on which you issue Aftercare Mechanical Repair Agreements are eligible for coverage. An Aftercare Mechanical Repair Agreement issued on an ineligible vehicle leaves the Dealer solely responsible for any claims.

If you're unsure if a certain type of Vehicle is covered or if you have any questions regarding the eligibility of a Vehicle, please call Aftercare at (800) 832-3237. We will gladly discuss the Vehicle in question.

Aftercare uses the information provided by your Dealership to determine the eligibility of a Vehicle. Agreements on Vehicles determined to be ineligible at the time of reporting will be returned to the dealer with a full refund (provided no expenses have been incurred.) Aftercare reserves the right to return an ineligible Agreement, at any time during the Agreement term, should Aftercare find that the information originally reported was inaccurate, incorrect or misleading.

GENERAL ELIGIBILITY GUIDELINES:

NEW VEHICLE/PRODUCT ELIGIBILITY:

Aftercare provides coverage for most New Vehicles. A Motorcycle, ATV, UTV, SxS, Scooter, Personal Watercraft, Snowmobile, Outboard Motor, Golf Car, Lawn and Garden Equipment or Power Equipment product is eligible for "New" coverage when it is still under the Manufacturer's or Distributor's warranty (which must have been at least 6 months parts and labor for powersports, at least 12 months for AG) on the sale date of the Mechanical Repair Agreement.

USED VEHICLE/PRODUCT ELIGIBILITY (In addition to the General Eligibility Guidelines):

Aftercare provides coverage for many Used Vehicles. **Used Vehicles are eligible for coverage only at the time of Vehicle Sale. The Used Vehicle and the Aftercare Mechanical Repair Agreement must be sold by the Dealer at the same time.**

A Motorcycle, ATV, UTV, SxS, Scooter, Personal Watercraft, Snowmobile, Outboard Motor, Tractor, Lawn and Garden Equipment or Power Equipment product is eligible for "Used" coverage when it no longer has a Manufacturer's or Distributor's Warranty in effect on the sale date of the Vehicle, but is still supported by a manufacturer. Only Vehicles that had a Manufacturer's or Distributor's Warranty of at least 6 months for parts and labor, for powersports, at least 12 months for AG, when new, are eligible for Used Vehicle coverage.

Some examples of Vehicles/Products that are NOT ELIGIBLE for coverage include, but are not limited to:

- Vehicles designed or modified for competition.
- Vehicles that don't come with at least a 6 month parts and labor warranty from the original manufacturer or Vehicles that do not come with a manufacturer's or distributor's warranty because they were acquired under special circumstances by the dealership.
- Vehicles whose Manufacturer is no longer providing support for their manufactured products. Some examples are: Indian Motorcycles (pre-Polaris manufactured), Excelsior-Henderson Motorcycles, Polaris Personal Watercraft, Honda watercraft, Buell, TNG Scooters, Big Dog Motorcycles and all Cannondale products. This stipulation applies to any product that fits this description at the time of Vehicle Sale.

Aftercare DOES NOT provide coverage for the following types of Vehicles:

- a. Vehicles used in competition or racing.
- b. Vehicles used outside of the United States or Canada.
- c. Vehicles modified with equipment not recommended by the manufacturer or which void the manufacturer's warranty.
- d. Vehicles not manufactured for distribution in the United States.
- e. Vehicles used for Police or emergency services.
- f. Vehicles leased for less than one year.
- g. Vehicles used in commerce or for profit (unless reported as Commercial use when the Agreement is sold or in the AG industry, which don't meet the modified definition of Commercial use). Some examples are Vehicles: registered or titled to a business; used for livery or hire (rental); used for service or delivery; used for any purpose deemed commercial by the Administrator.
- h. Vehicles with a retail cost which exceeds the limit disclosed on the Rate Sheet.

Aftercare is only available for Used Vehicles, when the coverage is sold on the same day the Vehicle is sold. The Vehicle must be sold by the Dealer, from the Dealer's inventory. (Consignment Vehicles will be considered on a case by case basis and only with Aftercare's prior written approval.)

Time and Mileage Restrictions for Used Vehicles:

Motorcycles and Scooters: only those built within the current and ten previous calendar years and sold with under 50,000 miles are eligible for Used Vehicle coverage.

ATVs, Snowmobiles, Personal Watercraft, Outboard Motors, Lawn and Garden Equipment and Power Equipment Products: only those built within the current and four previous calendar years are eligible for Used Vehicle coverage.

Vehicles manufactured more than four years before today's Date are not eligible for Used coverage (unless an exception has been made, in writing, by Aftercare).

1. The Aftercare Mechanical Repair Agreement is not available for sale on Used Vehicles sold by someone other than the participating Dealer.
2. The Vehicle must be in proper running order at the time of sale of the Used Vehicle.
3. For on-road powersports, the vehicle odometer must show less than 50,000 miles at the time of sale and must not have been adjusted, altered or replaced.
4. See the Rate Sheet that corresponds to the machine you are selling for mileage/hour and other restrictions.

RATE CHARTS AND ELIGIBILITY:

Often times the rates for a product are based on the underlying factory warranty. If a rate chart indicates that the coverage is based on a factory warranty of a certain length and the Vehicle/Product you are selling has a factory warranty of a different length, the rates on the rate chart may not apply. Please be sure to contact Aftercare should this situation arise so that we may guide you to the proper pricing.

Aftercare's pricing is generally presented as an extension beyond the factory warranty. In order to determine the full term of coverage, add the remaining factory warranty to the extension.

CONTRACT EFFECTIVE DATES FOR NEW AND USED VEHICLES:

New Products: the Vehicle Sale Date (Effective Date) of a New Vehicle Mechanical Repair Agreement is the Date that the Vehicle first went into service (in-service date). For Agreements purchased on the original in-service date, add the factory warrant to the desired extension to calculate the desired term.

The Mechanical Repair Agreement can be purchased any time during the Manufacturer's or Distributor's Warranty.

If the Agreement is purchased on a date other than the original in-service date, please enter the hours or mileage on the vehicle on the date of sale of the Agreement in the "Hour/Odometer Reading" portion of the Declaration page.

Used Products: the Vehicle Sale Date (Effective Date) for a Used Vehicle is always the same as the date the Used Vehicle was purchased from the Dealer.

CAUTIONS

Because we appreciate the business we do with our Dealers, and with a view toward maintaining good relationships between Aftercare and its Dealers, the following statements appear as Cautions.

CAUTION 1

Please make sure that the Vehicles on which you issue Aftercare Mechanical Repair Agreements are eligible for coverage. An Aftercare Mechanical Repair Agreement issued on an ineligible vehicle leaves the Dealer solely responsible for any claims.

If you have any questions regarding the eligibility of a Vehicle, please call Aftercare at (800) 832-3237. We will gladly discuss the Vehicle in question.

Aftercare uses the information provided by your Dealership to determine the eligibility of a Vehicle. Agreements on Vehicles determined to be ineligible at the time of reporting will be returned to the dealer with a full refund (provided no expenses have been incurred.) Aftercare reserves the right to return an ineligible Agreement, at any time during the Agreement term, should Aftercare find that the information originally reported was inaccurate, incorrect or misleading.

CAUTION 2

Older Vehicles frequently experience breakdowns due to causes other than defects in manufacturer's workmanship or materials. In order to ensure complete customer satisfaction, please make sure that purchasers of these Vehicles understand that the Aftercare Mechanical Repair Agreement does not cover those failures which may be due to the effects of the aging of the vehicle.

At the time of an approved Mechanical Repair claim, the Aftercare Mechanical Repair Agreement will pay up to the "actual cash value" of the Vehicle as determined by standard manuals for establishing Vehicle value. With older Vehicles, the actual cash value of the Vehicle may be so low that the benefits of the Mechanical Repair Agreement are not a good value for the Customer.

Note: Covered Failures on Used Vehicles occurring during the first forty-five days of the Aftercare Mechanical Repair Agreement term will be paid at 75% of retail for parts and labor (This applies even if the Used Vehicle must be repaired at another Repair Facility). It is the selling Dealer's responsibility to cover the balance of the repair costs and not pass them on to the Customer. As a part of your agreement to sell Aftercare, you agree to pay for these repair costs.

THE CONTRACT SPECIFICALLY EXCLUDES PRE-EXISTING CONDITIONS OR FAILURES CAUSED BY PRE-EXISTING CONDITIONS AND FAILURES TO OR CAUSED BY MODIFIED PARTS.

REMITTING SOLD AGREEMENTS:

FOR SALES PROCESSED THROUGH THE AFTERCARE CUSTOMER CARE CENTER PLEASE REFER TO THE TUTORIALS FOR THE CCC CONTRACT REPORT PROCESS.

<http://dealers.aftercareservicecontracts.com/index.php/ccc-tutorial/>

AFTERCARE MECHANICAL REPAIR AGREEMENTS.

Agreements should be remitted to Aftercare monthly. The Customer Care Center (Aftercare Portal) is designed to assist with the reporting and calculating of funds due for Agreements. If you have any questions regarding the Price Sheet please call us at (800) 832-3237. Please make your check payable to Aftercare, sing it and mail to Aftercare 126 E. Dyer Rd., Suite A Santa Ana, CA 92707.

When submitting Agreements:

1. Use the Dealer Report generated by the Customer Care Center to compute your remittance.
2. Indicate any adjustments being made to the amount due for all Agreements being reported.

Please submit your Aftercare Mechanical Repair Agreements at least monthly.

CANCELLATIONS:

If an Aftercare Mechanical Repair Agreement requires canceling, please be sure to use the Aftercare Cancellation Request form.

If the Cancellation is required due to repossession or if the Vehicle is declared a total loss by an adjuster, please attach copies of the corresponding documentation.

If a Cancellation is by Customer Request, please be sure to have the Customer sign the Request and surrender his/her copy of the Agreement to the Dealership.

If a Cancellation is due to Customer non-payment, the Dealer must sign the Cancellation Request.

Cancellation refunds are made to the selling Dealer. Aftercare will provide a cancellation percentage for the Dealer to use when calculating the Customer refund.

For information on flat-cancellation guidelines and cancellation fees, which vary from state to state, please refer to the Aftercare Mechanical Repair Agreement.

There is a twenty-five dollar (\$25.00) cancellation fee for cancellation of an Agreement in most states.

After the flat cancellation period expires, cancellations will be processed on a pro-rata basis less any claims paid.

Please refer to the **STATE AMENDMENTS** section of the Aftercare Mechanical Repair Agreement for specific cancellation regulations in your state. You must abide by all state statutes concerning the cancellation of the agreement, and will bear the cost of any penalty fees owed to the customer that arise from your failure to refund monies to the customer as required by state statute.

TRANSFERS:

The Aftercare Mechanical Repair Agreement is transferable from one private party to another. **Vehicles taken in trade by a Dealer or being sold from a Dealer's inventory are not eligible for Transfer.**

Transfer of an Agreement requires a \$25.00 fee and submission of maintenance records. The transfer must be initiated within 15 days of the Vehicle purchase date.

When Transferring an Aftercare Mechanical Repair Agreement please be sure to do the following:

1. Completely fill out the Transfer Application and submit it within 15 days of the sale of the Vehicle to the New Owner.
2. From the Original Owner, obtain all of the Service Records which show that the Vehicle has been maintained in accordance with the Aftercare Mechanical Repair Agreement Maintenance Requirements. These records **MUST** be submitted to Aftercare with the Transfer Application and the \$25.00 Transfer fee.

Without proof of Proper Maintenance and submission of the Transfer Fee, Aftercare cannot process a Transfer Application.

If Aftercare is able to complete the Transfer process, the customer will be notified in writing. **A Transfer is not considered complete until or unless Aftercare notifies the Transferee in writing.**

SERVICE REQUIREMENTS

Aftercare recommends that a Customer return to the selling Dealer for all repairs and service required during the Aftercare Mechanical Repair Agreement term.

The Covered unit must be serviced according to factory maintenance requirements as outlined in the unit's owner's manual. Failure to follow the stated maintenance requirements **MAY** result in the denial of a Mechanical Breakdown claim. A Mechanical Breakdown will not be covered if it is caused by maintenance of the Identified Vehicle that is not in accordance with the Manufacturer's recommendations.

The Aftercare Mechanical Repair Agreement includes a Maintenance Log. Aftercare recommends that the Customer record all required maintenance performed during the term of the Agreement on this log. In addition to this log, Aftercare requires receipts for all service-related items purchased and/or receipts from all authorized service facilities responsible for performing maintenance on the Vehicle.

CLAIMS PROCEDURES:

We strive to adjust claims on the same day they are reported as often as possible. In an effort to ensure that you and your customers receive the best service, we ask that you follow these steps should a failure occur:

PLEASE DO NOT REPAIR THE VEHICLE UNTIL THE CLAIM HAS BEEN ADJUSTED BY AFTERCARE. Please call Aftercare at **(800) 832-3237** for claims authorization before you begin the repairs.

When a customer with Aftercare comes into your Dealership with a vehicle that is experiencing a failure, please do the following:

1. Make the customer aware that he/she must authorize the cost of tear down and diagnosis. (This protects your dealership and the customer from unexpected expenses should a covered failure not be identified.) Aftercare cannot authorize teardown and diagnosis -

only the customer can. Aftercare will reimburse for up to 1/2 hour diagnostic time and tear-down for covered failures (Aftercare may, at our discretion approve a longer amount of diagnostic time).

2. Once the failure is diagnosed, call Aftercare at (800) 832-3237 to initiate a claim. At this time, you will receive a claim reference number to be used should you need to contact us again regarding the claim. This reference number is NOT an approval. (Do not repair the vehicle until you receive an adjustment from Aftercare.)

Please be prepared to provide the following information when calling to initiate a claim:

- | | |
|---|--|
| ☐ Customer name | ☐ A list of all parts needed to effect repair |
| ☐ Agreement Number | ☐ Flat rate time for performing repair |
| ☐ VIN on failed unit | ☐ Your shop's labor rate |
| ☐ Date of loss | ☐ Local tax rate, if applicable |
| ☐ Mileage/Hours at failure | ☐ Repair order number |
| ☐ Customer's complaint | ☐ Contact information for dealership |
| ☐ A description of failure | |

3. In order to give the claim proper consideration:
Our claims department may request service and maintenance records on the vehicle. (You may obtain these from the customer or if the service work was performed at your dealership, you may provide them.)
We may be required to send an independent inspector to look at the failed vehicle.
We may contact the customer to obtain information about the circumstances surrounding the failure.
4. Aftercare will adjust the claim according to the terms of the agreement/contract.
5. Once adjusted, Aftercare will contact your dealership with a claims adjustment. If the failure is covered, you will receive an approval code and a confirmed approved dollar amount. If the failure is not covered, you will receive an adjustment indicating that the failure is not covered, with an explanation of why.
6. If the failure is covered and an approval code is given, please perform the repairs.
7. When the vehicle has been repaired, please return it to the customer and have him/her sign the repair order. Aftercare reimburses for repairs once we have received a signed, repair order from the Dealership by mail, fax, email or upload.

Mail: Aftercare

126 E. Dyer Rd., Suite A
Santa Ana, CA 92707

Fax: (714) 546-0849

Email: claims@aftercarecorp.com

Upload: <http://dealers.aftercareservicecontracts.com/index.php/upload-signed-ro/>

8. Upon receipt of the signed Repair Order and review of the claim, Aftercare will reimburse the dealer for the approved amount, by check, within 2 weeks. (Credit Card payments and other special payment arrangements can be made, at our discretion, on a case by case basis.)
9. Aftercare reimburses at the following rates for Covered Breakdowns:
 - ✓ Manufacturer suggested retail prices for Covered parts used in repairing a Covered Breakdown;
 - ✓ The shop's posted labor rate;
 - ✓ The manufacturer's "flat-rate" time for repairs;
 - ✓ Up to 1/2 hour diagnostic time for Covered Breakdowns. (Aftercare may authorize additional diagnostic time at our sole discretion and only in writing.)

Important things to note:

- a) If a vehicle is fixed and/or released prior to authorization, the claim will not be covered.
- b) If an independent inspector arrives at your dealership and the vehicle is not available for inspection or is not in the state of tear down described to Aftercare, then the cost of the inspection may be deducted from any approved repair payment.
- c) Aftercare reserves the right to use remanufactured or rebuilt parts to repair a Covered Breakdown. This practice is sometimes necessary in order to avoid exceeding the maximum Coverage allowable under the Agreement.
- d) THE CONTRACT SPECIFICALLY EXCLUDES PRE-EXISTING CONDITIONS OR FAILURES CAUSED BY PRE-EXISTING CONDITIONS AND FAILURES TO OR CAUSED BY MODIFIED PARTS.
- e) Covered Failures on Used Vehicles occurring during the first forty-five days of the Aftercare Mechanical Repair Agreement term will be paid at 75% of retail for parts and labor (This applies even if the Used Vehicle must be repaired at another Repair Facility). It is the selling Dealer's responsibility to cover the balance of the repair costs. As a part of your agreement to sell Aftercare, you agree to pay for these repair costs. Pre-existing conditions are not covered by the Aftercare Mechanical Repair Agreement.
- f) Adjustments to claims that have already been authorized may reset the clock on our adjustment schedule, and might require that a new claim be filed. We understand that sometimes a minor part may be left out of an initial claim inquiry, and will do our best to accommodate reasonable, moderate adjustments. If an authorized claim changes materially either in parts or labor, and/or the described failure changes then we reserve the right to treat the claim as new from the time the adjustment is requested. This might include our having to send an inspector to the dealership and request service records or a statement from the customer. We appreciate your understanding and assistance in the event this occurs.
- g) Some special Service Contract Programs have a special predetermined labor rate. For example, Go Kart and Golf Car contracts might have a labor reimbursement rate that is set as a condition of the agreement itself.

FLORIDA DEALERS: SEE FLORIDA STATE AMENDMENT INCORPORATED INTO THE PROCEDURES BY REFERENCE.

The following Dealer Procedures are to be followed in addition to those procedures and provisions outlined in the Dealer Agreement and are incorporated by reference.

ELIGIBILITY

The following vehicles are eligible for coverage:

New On-Road Vehicles with New tires and rims;

Used On-Road Vehicles from the current and 9 previous model years that have been equipped with new tires and rims, installed by the Dealer, at the time of Contract sale.

CLAIMS INFORMATION:

We use industry standard pricing from on-line providers to determine the replacement cost of tires and rims. The Dealer agrees to honor this pricing when replacing a covered tire or rim, and agrees not to charge the Customer any addition fees for a covered repair.

The Contract covers only stock tires and rims. If the Vehicle is equipped with custom tires and/or rims, and has a covered failure, the replacement tires and rims will be stock.

The Customer must obtain, complete and submit a Proof of Loss Form – available at aftercareservicecontracts.com – in order to initiate a claim.

Off-Road Tire Limited Product Warranty Dealer Procedures

The following Dealer Procedures are to be followed in addition to those procedures and provisions outlined in the Dealer Agreement and are incorporated by reference.

Eligibility

Only new vehicles, of the type listed on the forms provided to the Dealer and sold from the Dealer's inventory are eligible for coverage under the Program. If in doubt please call Aftercare to confirm eligibility.

Sales Requirements

The Tire Protectant Product must be sold to the Customer and applied to the vehicle's tires prior to delivery of the vehicle to the Customer.

The Aftercare Tire Protectant Limited Warranty is included as part of the Customers purchase of the Tire Protectant Product, once applied to the vehicle's tires. The Dealer Cost, on the Confidential Dealer Prices sheet, covers the cost of the chemistry needed for the specific Vehicle Type and the accompanying Limited Warranty. The Dealer agrees to sell the Tire Protectant Product for not less than the minimum Retail Price established by Aftercare, and also agrees to include the Limited Warranty without charging the Customer any additional money.

The Dealer may receive a supply of Tire Protectant Product at a discounted price or may be advanced a supply of Tire Protectant Product at no charge at our sole discretion. The Dealer agrees, in such cases, to reimburse Aftercare for the cost of the Tire Protectant Product at the time a Contract is reported.

Such Tire Protectant Product advances will be made on a case by case basis.

Conditions of Product being provided in advance of payment

1) the Dealer agrees to market the Tire Protectant Product to all Customers purchasing eligible Vehicles. The Dealer will not apply any Product to any Vehicle that is not intended to be sold to a Customer. Should the Dealer fail to sell the Tire Protectant Product within 6 months of the advance, the Dealer agrees to return the Tire Protectant Product – unused and undamaged to Aftercare – or to pay Aftercare for the Tire Protectant Product as though it was sold to the Customers.

Our experience shows that at least 80% of the supplied Product should result in reported Contracts as outlined in the Confidential Dealer Prices sheet. Should the Dealer report sales of Contracts that fall short of this benchmark, Aftercare reserves the right to bill the dealer for the Product as though it was installed and sold to a Customer with an accompanying Contract.

Application of Products

The Dealer must use caution when applying the Tire Protectant Product to ensure its proper application and dosage amount per tire following the provided dosage chart. Aftercare will provide application instructions on paper and by video. The Dealer agrees to ensure that all those intending to apply the Tire Protectant Product be properly trained prior to application.

The vehicle's tires must be clean and dry when applying the Product.

The Dealer is solely responsible for the application of the Tire Protectant Product and understands that neither Aftercare nor the Tire Protectant Product manufacturer bears any responsibility for the improper application of the Tire Protectant Product.

Claims Procedures

The Customer must obtain, complete and submit a Proof of Loss Form – available at aftercareservicecontracts.com – in order to initiate a claim.

This Program does not provide for the repair of damage that is covered by a manufacturer's warranty. It is the Dealer's responsibility to verify warranty coverage before initiating a claim.

Should it be determined that the damage is due to a covered condition and that it falls within the term of the Contract and is not currently covered by a manufacturer's warranty, the Dealer agrees to:

- Inspect the vehicle to confirm the cause of the damage;
- File a claim with Aftercare as outlined in the Contract;
- Document and submit to Aftercare photographs of the damage and the Vehicle, as may be requested by Aftercare;
- Obtain prior approval from Aftercare before attempting any remedy of the damage;
- Follow the suggested methods of remedy provided by Aftercare to repair the damage;
- Re-apply the Tire Protectant Product to any tires repaired or replaced as part of remedy.

The following Dealer Procedures are to be followed in addition to those procedures and provisions outlined in the Dealer Agreement and are incorporated by reference.

THIS PROGRAM MUST BE SOLD IN CONJUNCTION WITH THE OFF-ROAD TIRE LIMITED PRODUCT WARRANTY PROGRAM (Aftercare Solutions Tire Protectant Product Program).

Eligibility

New vehicles, of the type listed on the forms provided to the Dealer and sold from the Dealer's inventory and pre-owned vehicles that are being equipped with all new tires and wheels/rims by the Dealer are eligible for coverage under the Program. If in doubt please call Aftercare to confirm eligibility.

Sales Requirements

This Service Contract Upsell must be sold in conjunction with the Aftercare Solutions Tire Protectant Product Program which includes application of Tireject in all tires and the accompanying Limited Warranty. All conditions of the Aftercare Solutions Tire Protectant Product Program apply.

This Service Contract Upsell is cancellable. The accompanying Limited Warranty is non-cancellable.

Conditions of Product being provided in advance of payment

1) the Dealer agrees to market the Tire Protectant Product to all Customers purchasing eligible Vehicles. The Dealer will not apply any Product to any Vehicle that is not intended to be sold to a Customer. Should the Dealer fail to sell the Tire Protectant Product within 6 months of the advance, the Dealer agrees to return the Tire Protectant Product – unused and undamaged to Aftercare – or to pay Aftercare for the Tire Protectant Product as though it was sold to the Customers.

Our experience shows that at least 80% of the supplied Product should result in reporting of Contracts as outlined in the Confidential Dealer Prices sheet. Should the Dealer report sales of Contracts that fall short of this benchmark, Aftercare reserves the right to bill the dealer for the Product as though it was installed and sold to a Customer with an accompanying Contract.

Application of Products

The Dealer must use caution when applying the Tire Protectant Product to ensure its proper application and dosage amount per tire following the provided dosage chart. Aftercare will provide application instructions on paper and by video. The Dealer agrees to ensure that all those intending to apply the Tire Protectant Product be properly trained prior to application.

The vehicle's tires must be clean and dry when applying the Product.

The Dealer is solely responsible for the application of the Tire Protectant Product and understands that neither Aftercare nor the Tire Protectant Product manufacturer bear any responsibility for the improper application of the Tire Protectant Product.

Claims Procedures

The Customer must obtain, complete and submit a Proof of Loss Form – available at aftercareservicecontracts.com – in order to initiate a claim.

This Program does not provide for the repair of damage that is covered by a manufacturer's warranty. It is the Dealer's responsibility to verify warranty coverage before initiating a claim.

Should it be determined that the damage is due to a covered condition and that it falls within the term of the ORTWA and is not currently covered by a manufacturer's warranty, the Dealer agrees to:

- Inspect the vehicle to confirm the cause of the damage;
- File a claim with Aftercare as outlined in the Contract;
- Document and submit to Aftercare photographs of the damage and the Vehicle, as may be requested by Aftercare;
- Obtain prior approval from Aftercare before attempting any remedy of the damage;
- Follow the suggested methods of remedy provided by Aftercare to repair the damage;
- Re-apply the Tire Protectant Product to any tires repaired or replaced as part of remedy.

The fixed reimbursement rate for labor to reapply the Tire Protectant in all 4 tires shall not exceed 20 minutes.

The maximum labor rate for all repairs performed under the Contract shall not exceed \$75 per hour.

The following Dealer Procedures are to be followed in addition to those procedures and provisions outlined in the Dealer Agreement and are incorporated by reference.

Eligibility

Only new vehicles, of the type listed on the forms provided to the Dealer and sold from the Dealer's inventory are eligible for coverage under the Contract. If in doubt please call Aftercare to confirm eligibility.

Sales Requirements

The Surface Protectant Products must be sold to the Customer and applied to the vehicle prior to delivery of the vehicle to the Customer.

The limited Product Warranty is included as part of the Customers purchase of the Surface Protectant Products, once applied to the vehicle. The Dealer Cost, on the Confidential Dealer Prices sheet, covers the cost of the chemistry needed for the specific Vehicle Type and the accompanying Limited Warranty. The Dealer agrees to sell the Surface Protectant Products for not less than the minimum Retail Price established by Aftercare, and also agrees to include the Limited Warranty without charging the Customer any additional money.

The Dealer may receive a supply of Surface Protectant Products at a discounted price or may be advanced a supply of Surface Protectant Products at our sole discretion. The Dealer agrees, in such cases, to reimburse Aftercare for the cost of the Surface Protectant Products at the time the Contract is reported.

Such Surface Protectant Products advances will be made on a case by case basis and with a written Agreement of the Dealer's intent to market the Surface Protectant Products. Should the Dealer fail to sell the Surface Protectant Products within the prescribed period of time, the Dealer agrees to return the Surface Protectant Products – unused and undamaged – or to pay Aftercare for the Surface Protectant Products provided, as agreed upon.

The Dealer agrees to monitor contracts and claims submissions by its Customers to ensure that no fraudulent contracts or claims are submitted to Aftercare. Dealer acknowledges that Aftercare will investigate and prosecute any and all fraud to the fullest extent of the law, including without limitation, concerns about Product sales, contract enrollment or the claims process.

Application of Products

The Dealer must use caution when applying the Surface Protectant Products to ensure their proper application. Aftercare will provide application instructions on paper and by video. The Dealer agrees to ensure that all those intending to apply the Surface Protectant Products be properly trained prior to application.

The vehicle must be clean, dry and free of dust particles before applying Products.

The vehicle must be inspected for pre-existing conditions which may result in the uneven distribution or unsuccessful application of the Products on the surfaces. Do not apply the Products over any existing scratches or nicks.

The Dealer is solely responsible for the application of the Surface Protectant Products and understands that neither Aftercare nor the Surface Protectant Products manufacturer bears any responsibility for the improper application of the Surface Protectant Products.

Claims Procedures

This Program does not provide for the repair of damage that is covered by a manufacturer's warranty. It is the Dealer's responsibility to verify warranty coverage before initiating a claim.

Should it be determined that the damage is due to a covered condition and that it falls within the term of the Contract and is not currently covered by a manufacturer's warranty, the Dealer agrees to:

- Inspect the vehicle to confirm the cause of the damage;
- File a claim with Aftercare as outlined in the Contract;
- Document and submit to Aftercare photographs of the damage and the Vehicle, as may be requested by Aftercare;
- Obtain prior approval from Aftercare before attempting any remedy of the damage;
- Follow the suggested methods of remedy provided by Aftercare to repair the damage;
- Identify and use the manufacturer recommended paint on any damaged surface requiring repainting, as determined by Aftercare;
- If an area needs to be repainted, the paint colors may not match the original paint color exactly. The Dealer must ensure that the Customer understands that neither Aftercare nor the Surface Protectant Products manufacturer are responsible for the variations in paint color;
- Re-apply the Surface Protectant Products to any areas repaired or replaced as part of remedy.

Common Reasons for Claims Denial

THE DEALER DID NOT REPORT THE SALE OF THE PRODUCT WITHIN THE PRESCRIBED TIME OUTLINED IN THE DEALER AGREEMENT.
THE DEALER DOES NOT REPORT THE DAMAGE TO THE VEHICLE TO AFTERCARE WITHIN 10 DAYS OF DELIVERY TO THE DEALERSHIP.
THE DEALER REPAIRED THE VEHICLE OR REPAIRED AND RELEASED THE VEHICLE PRIOR TO OBTAINING AN AUTHORIZATION FOR REPAIRS FROM AFTERCARE.

The following Dealer Procedures are to be followed in addition to those procedures and provisions outlined in the Dealer Agreement and are incorporated by reference.

ELIGIBILITY

New and used motorcycles, ATVs, UTVs, scooters, personal watercraft, boats, pontoon boats, snowmobiles, trailers, golf cars, go karts, tractors, mowers, power & lawn equipment, automobiles, RVs.

REGISTRATION

The dealer must register the GPS unit and provide the Vehicle VIN or other Serial Number at the time of GPS sale. The Recovery Center relies on this information to ensure location of the correct Vehicle.

CLAIMS PROCEDURES

The loss must be reported to the police and to Aftercare within 48 hours of theft occurrence.

We allow 30 days for attempted recovery before processing a claim.

To process a claim the customer must provide:

- a) the original Selling Dealer buyer's order with a detailed list of factory installed equipment, if any, for the Covered Vehicle,
- b) the receipt for purchase and installation of the Device,
- c) the comprehensive insurance policy showing coverage effective and expiration dates, which must be in-force on the date of loss,
- d) the primary insurance company's proof of loss, containing the date of loss, cause of loss and gross settlement amount,
- e) the primary insurance settlement check,
- f) evidence that the System was active and in-force at the time of loss,
- g) the police report for the stolen Vehicle.

We will notify the Customer and the Selling Dealer if we determine the loss to be a Valid Loss, upon review of this information. Once we provide Preliminary Approval, the Customer is authorized to purchase a Replacement Vehicle. Once purchased, the Customer must provide the Selling Dealer invoice for the Replacement Vehicle, to US, in order for US to process the benefit.

In the event of a Valid Loss, as authorized by US for replacement, the Selling Dealer agrees as follows:

New Vehicles: The Selling Dealer will sell a Replacement Vehicle to the Customer at a cost not to exceed invoice plus \$1,000*.

Any rebate on a Replacement Vehicle must be paid to the Selling Dealer as part of the purchase price.

Used Vehicles: The Selling Dealer will sell a Replacement Vehicle to the Customer at a cost not to exceed NADA wholesale (trade-in) value plus \$1,000*.

*The fixed resale cost is designed to protect against the dealer charging an amount for the vehicle that results in the dealer benefiting from the theft benefit instead of the customer. For vehicles whose invoice or NADA cost exceeds the maximum theft benefit, this provision does not apply.

The following Dealer Procedures are to be followed in addition to those procedures and provisions outlined in the Dealer Agreement and are incorporated by reference.

ELIGIBILITY

GAP is only available on powersports products: motorcycle, scooter, ATV, UTV, personal watercraft and snowmobile.

Sales and Reporting

The Dealer recognizes the importance of the timely remittance of Contracts, and understands that if a Contract is reported later than 45 days after the vehicle sale date/loan origination date the Dealer will be required to provide a "statement of no loss" to Aftercare, confirming that the vehicle is still in the customer's possession and has not had a loss. Aftercare reserves the right to reject Contracts that are not remitted and paid for within the prescribed time period. The Dealer may be held responsible for the cost of GAP claims that occur on Contracts that have not been reported within 45 days.

At Aftercare's discretion, we may require the Dealer to collect a down payment from customers purchasing GAP. In some states, this is mandatory.

CLAIMS SPECIFICS

GAP claims are initiated after completion of the **GAP Claim Checklist**.

Claims must be reported within 90 days of the loss.

Much of the GAP claims supporting documentation is provided by the lender, who may only be in communication with the Dealer.

Due to privacy laws it is sometimes necessary for the Dealer to provide authorization for Aftercare to speak with the lender and/or the primary insurer on the Dealer's behalf. The Dealer agrees to cooperate in facilitating this communication.

The Dealer agrees to cooperate in providing any paperwork required to process a GAP claim, in a timely manner.

STATE SPECIFIC AMENDMENTS

GAP is regulated differently in several states. These additional stipulations are incorporated into these procedures by reference:

TX

In TEXAS Revolving Credit and Leases are not eligible for the GAP Program.

WA

Please read the following paragraph taken from the Washington State Legislature:

This chapter applies only to guaranteed asset protection waivers for financing of motor vehicles as defined in this chapter. Any person or entity must register with the commissioner before marketing, offering for sale or selling a guaranteed asset protection waiver, and before acting as an obligor for a guaranteed asset protection waiver, in this state. However, a retail seller of motor vehicles that assigns more than eighty-five percent of guaranteed asset protection waiver agreements within thirty days of such agreements' effective date, or an insurer authorized to transact such insurance business in this state, are not required to register pursuant to this section. Failure of any retail seller of motor vehicles to assign one hundred percent of guaranteed asset protection waiver agreements within forty-five days of such agreements' effective date will result in that retail seller being required to comply with the registration requirements of this chapter.

Pursuant to this requirement, Dealer agrees to comply with the requirement set forth above by either assigning 100% of the GAP Waivers as outlined or registering with the State, as required by law, should the dealer fail to assign 100% of GAP waivers within the allowable timeframe.

The following Dealer Procedures are to be followed in addition to those procedures and provisions outlined in the Dealer Agreement and are incorporated by reference.

Eligibility

The following 3 categories of vehicles are eligible for coverage under the Program:

In order to be eligible for coverage, the vehicles falling into categories 2 and 3 below must have a new battery installed by the Dealer prior to the vehicle sale. The new battery must come with a least a one year factory warranty and must be a battery sold by a manufacturer on Aftercare's approved battery list*.

- 1) Current and one previous model year NEW vehicles that have the full factory warranty remaining at the time of vehicle sale;
- 2) NEW vehicles whose batteries are more than 2 years old;
- 3) Current and 9 previous model year USED motorcycles and current and 4 previous model year USED scooters, ATVs, UTVs, PWCs and snowmobiles, whose factory warranty has expired.

Sales Requirements

The Battery Program is available only for batteries that are on vehicles sold out of the Dealer's inventory and only on the day the Vehicle is sold. No walk-ins. Not available for sale through the service department on replacement batteries.

Dealer certifies that the battery installed on a New Vehicle has been confirmed to hold a full charge prior to vehicle sale, that the battery is not overloaded (there is not excessive draw from accessories), and that the vehicle is otherwise in proper running order;

Dealer certifies that the new battery installed on any Non-Current New or Used vehicle has been confirmed to hold a full charge prior to vehicle sale, that the battery is not overloaded (there is not excessive draw from accessories), and that the vehicle is otherwise in proper running order;

Dealer agrees to install a second battery and include the Second Battery Option Coverage Fee for any vehicle that has either factory installed or Dealer installed accessories that exceed the acceptable draw intended for the primary battery;

Any battery holding less than a full charge must be replaced in order to meet eligibility requirements.

Claims Procedures

This Program does not provide for the replacement of batteries that are covered by a manufacturer's warranty. It is the Dealer's responsibility to verify warranty coverage before initiating a claim.

This Program does not include labor of any kind.

Should it be determined that the battery falls within the term of the Contract and is not currently covered by a manufacturer's warranty, the Dealer agrees to:

- Inspect the vehicle to rule out an overload condition as the possible cause of battery failure;
- Use a multi-meter to determine the battery's ability to hold a charge;
- Provide the multi-meter report to Aftercare as part of the claims filing process;
- Retain the failed battery core for 60 days and provide for inspection, if requested by Aftercare;
- Install a replacement battery from Aftercare's approved list of manufacturers;
- Ensure that the replacement battery comes with at least a one year factory warranty.

Common Causes for Claims Denial

THE BATTERY ON THE COVERED UNIT WAS FAILED AT TIME OF SALE.
 THE DEALER DID NOT PERFORM A MULTIMETER TEST ON THE BATTERY, DID NOT DEMONSTRATE AND SUBMIT PROOF OF FAILURE OF THE BATTERY, AND/OR DID NOT RETAIN THE BATTERY CORE FOR INSPECTION BY AFTERCARE.
 THE PROGRAM WILL PAY SOLELY FOR THE REPLACEMENT COST OF THE FAILED BATTERY AS OUTLINED IN THE CONTRACT. AFTERCARE WILL NOT PAY LABOR COSTS FOR DIAGNOSTIC TIME, NOR FOR REPLACEMENT OF THE FAILED BATTERY.
 DEALER WILL ONLY REPLACE FAILED BATTERIES WITH A COMPARABLE NEW BATTERY THAT COMES WITH AT LEAST A 1 YEAR MANUFACTURER'S WARRANTY FROM A BATTERY MANUFACTURER APPROVED BY AFTERCARE.

Approved Battery Manufacturers

Power Source Batteries - Urbandale, IA	Fire Power - WPS	Hard Drive - WPS
Bike Master Batteries – distributed through Tucker Powersports	Yuasa	

*The manufacturers on the Aftercare Approved Battery Manufacturer list are subject to change. It is the Dealer's responsibility to verify the warranty period of the battery and to contact Aftercare for approval of the manufacturer prior to installation of a replacement battery under this Program.

Gordon*Howard Associates, Inc. ("PassTime®")
INTOUCH RESELLER AGREEMENT ("RESELLER AGREEMENT")

THIS RESELLER AGREEMENT (this "Agreement"), is made this _____ day of _____, 20____ (the "Effective Date"), by and between PassTime with its main offices located at 861 SouthPark Drive, Suite 200 Littleton, Colorado 80120 and _____, (hereinafter "Reseller" OR "You") with its main offices located at _____. **RESELLER HEREBY UNDERSTANDS AND AGREES THAT BY SIGNING THIS RESELLER AGREEMENT, RESELLER ALSO AGREES TO THE FULL "INTOUCH RESELLER TERMS AND CONDITIONS" (also referred to as "ONLINE TERMS AND CONDITIONS") WHICH ARE LOCATED ON THE PASSTIME WEBSITE AT <https://secure.passtimeusa.com/OCMSv2/CodeSite/HelpInTouch.aspx> AND INCORPORATED HEREIN BY REFERENCE AS THOUGH FULLY SET FORTH. RESELLER FURTHER AGREES TO PERIODICALLY REVIEW THE ONLINE TERMS AND CONDITIONS, WHICH MAY BE CHANGED BY PASSTIME IN ITS SOLE DISCRETION.**

Summary Terms

1. **Products.** Subject to the terms of this Reseller Agreement, PassTime grants Reseller a **non-exclusive**, non-transferable license to resell the INTOUCH™ GPS product(s) and services in and from Reseller's place of business. INTOUCH is a GPS device which may be used to locate a vehicle and, if selected by Reseller, monitor other functions including geofencing, speed alerts, low battery detection and vehicle maintenance notification.
2. **Term; Termination.** This Agreement shall have a term of one year(s) from the date of signing by both parties unless a longer period is agreed to in writing and shall be automatically renewed unless either party gives not less than sixty (60) days notice to terminate before the end of the term. Either party may terminate this Agreement immediately if the other party ceases to do business for any reason or becomes subject to any bankruptcy, insolvency, liquidation, reorganization, or similar proceedings which are not dismissed within 30 days.
3. **Payment terms; Audit.** Reseller agrees to pay for products and services by COD or valid credit card at time of submitting INTOUCH purchase order or, subject to prior written approval, with terms of Net 30 days beginning on the date of the pertinent order. Price does not include shipping, handling, or any taxes Reseller may be liable for, if any. Prices and terms are attached as Exhibit "A" in U.S. dollars unless otherwise stated and are subject to change on 30 days' notice. Initial price includes up to three (3) year's airtime as detailed below. Upon reasonable (14 days) notice, PassTime shall have the right to audit Reseller's books relating to the sale of INTOUCH devices.
4. **License.** PassTime grants to Reseller a Limited, non-exclusive, non-transferable license to use the Software necessary to use INTOUCH. When Reseller sells a device to a consumer, that consumer shall be granted a separate license and Reseller's license as to that device expires.
5. **Installation.** Unless Reseller uses PassTime affiliate Sure-Trac to install a device on a vehicle, Reseller is responsible for the proper installation of devices according to the installation training and written materials provided by PassTime and shall verify correct installation through the INTOUCH install verification website located at <https://secure.passtimeusa.com/OCMSv2/CodeSite/InstallTestPre.aspx>.
6. **Intellectual Property("IP").** The INTOUCH device and all supporting software and other proprietary materials is the property of PassTime. Reseller is not permitted to (i) modify the Software; (ii) decompile, disassemble or reverse engineer the Software, in whole or in part, or use the Software for any competitive analysis purposes whatsoever; (iii) grant or allow access to the Software to any third parties; or (iv) copy the Software, in whole or in part, for use with any product other than PassTime's devices.
7. **Trademark.** Reseller acknowledges that the trademarks, service marks or trade names (collectively, "Marks"), as well as any content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or email-distributed, commercially produced information presented to Reseller by the Service ("Content") by PassTime or PassTime's Advertisers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws; therefore, Reseller is only permitted to use this Content as expressly authorized by PassTime or the Advertiser. Reseller may not copy, reproduce, distribute, or create derivative works from this Content without expressly being authorized to do so by the Service or the Advertiser. Reseller will not use any PassTime trademark or trade name in a way that implies Reseller is an agency or branch of PassTime and will immediately change or discontinue any use as requested by PassTime.
8. **Obsolescence.** Reseller acknowledges that from time to time, advances in technology that are outside the control of PassTime may render products no longer useable for their ordinary intended purpose (e.g. when technology becomes

- either unavailable or no longer economically feasible due to advances in such technology). Reseller understands and agrees that PassTime is not responsible for such changes in technology rendering products obsolete, and further understand and agree that any Product may at some time become unusable. PassTime shall have no obligation to replace any unit that becomes unusable due to obsolescence because of a change in available technology.
9. **Default.** Reseller understands and agrees that PassTime, in its sole discretion, may terminate this Agreement and the Limited License and cancel Reseller's access to the website if Reseller defaults under the Agreement and fails to cure the default within ten (10) days, including if Reseller fails to timely pay all sums due under the Agreement.
10. **Warranty.** PassTime shall warrant the INTOUCH product(s) according to the Warranty Policy found at <http://secure.passtimeusa.com> under the Help Section and incorporated herein ("Warranty"). The General terms are restated herein, but Reseller agrees it is bound by all terms of the onsite Warranty. PassTime warrants its PassTime-branded hardware products against defects in materials and workmanship under normal use for a period of the lesser of THREE (3) YEARS from the date of original retail purchase ("Warranty Period") by Reseller and the actual period of time the products are owned and used by Reseller (e.g. if Reseller sells a device to Consumer, Reseller's right to claim any warranty is void, and PassTime has a separate two-year warranty with consumers who purchase devices). If a hardware defect arises and a valid claim is received within the Warranty Period, PassTime AT ITS SOLE OPTION AND DISCRETION will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. Other than the Warranty herein and as more fully detailed on the PassTime website, PassTime disclaims all other warranties, express or implied. PassTime specifically disclaims the implied warranties of merchantability, and fitness for a particular purpose.
11. **Unlawful Use.** As a condition of Reseller's use of the PassTime website Reseller agrees to not use the INTOUCH products and services for any purpose that is unlawful, improper, or prohibited by these terms, conditions, and notices. Reseller agrees it will not use any robot, spider, other automatic device, or manual process to "screen scrape," monitor, "mine," or copy the Web Content without PassTime's prior, express, and written permission.
12. **Consumer Privacy.** PASSTIME and Reseller agree that, notwithstanding anything to the contrary contained in this Agreement or in any other documents pertaining to this Agreement, PASSTIME and Reseller shall comply with all privacy and data protection laws, rules and regulations applicable now and in the future including but not limited to GLBA, where applicable.
13. **Relationship with Wireless Carrier.** Reseller has no contractual relationship with the underlying wireless service carrier or its affiliates or contractors and Reseller is not a third-party beneficiary of any agreement between PassTime and the underlying wireless service carrier. Reseller understands and agrees that the underlying wireless service carrier and its affiliates and contractors shall have no legal, equitable or other liability of any kind to the Reseller, which hereby waives all claims or demands therefor as against underlying wireless carrier and its affiliates and contractors.
14. **Indemnity.** Reseller shall defend, indemnify and hold PassTime harmless from and against all claims, losses, or damages that may arise from Reseller's marketing, installation, sale, or support of INTOUCH product(s).
15. **Limits on Damages.** In any suit or claim brought by one party against the other, that party cannot recover (1) punitive damages, (2) treble, consequential, indirect, or special damages, or (3) attorney's fees from the other regardless of the nature of any claim made or legal theory. PassTime's and the underlying wireless carrier's maximum liability to Reseller under any theory (including but not limited to fraud, misrepresentation, breach of contract, breach of express or implied warranty, personal injury, or products liability) is limited to an amount equal to the portion of the charges to Reseller for the services relating to the period of service during which such damages occur. Reseller and PassTime agree not to make, and to waive to the fullest extent allowed by law, any claim for damages other than direct, compensatory damages as limited in this agreement.
16. **Assignment.** Any of the rights and duties of the parties hereunder shall not be assigned by Reseller without the prior written consent of PassTime. PassTime may assign this Agreement to a third party without consent of Reseller. Further, if in doing so PassTime has had a substantial (greater than ten per cent) change in ownership, the terms of this Agreement may be changed without Reseller's consent, although Reseller, upon notice of such changes, may then elect to terminate this Agreement on thirty (30) days' written notice.
17. **Conflict with Online Terms and Conditions; Modifications.** To the extent the provisions of this Agreement conflict with the online INTOUCH RESELLER AGREEMENT TERMS AND CONDITIONS, the terms of this Agreement shall govern except for new *conflicting* provisions provided in subsequent Online Terms and Conditions Agreements, if any, which shall prevail over this Agreement. PassTime reserves the right to amend the Online Terms and Condition provided PassTime gives notice of such change(s) within ten (10) business days before implementation. If Reseller does not cancel Reseller's INTOUCH Service Agreement within thirty (30) days after PassTime gives Reseller notice, Reseller agrees to the change and it becomes part of the agreement between the parties,

- 18. Reseller's relationship to PassTime.** Reseller's relationship to PassTime will be that of an independent contractor engaged in purchasing Products for resale to consumers. Reseller and its employees are not agents or legal representatives of PassTime for any purpose and have no authority to act for, bind or commit PassTime. Reseller and PassTime agree that this Agreement does not establish a franchise, joint venture or partnership.
- 19. Confidentiality.** Each party agrees not to disclose the other party's Confidential Information to any third party except to the receiving party's own employees and agents and only as necessary to perform its obligations or exercise its rights under this Agreement. "Confidential Information" means information which is of a non-public, proprietary or confidential nature to the disclosing party, or that the receiving party knows, or reasonably should know, is Confidential Information of the disclosing party.
- 20. Governing Law.** To the fullest extent permitted by law and except as explicitly provided otherwise, this Agreement and any disputes arising out of or relating to it will be governed by the laws of the state of Colorado of the United States of America, with venue being in Arapahoe County, without regard to its conflict of law principles, and by any applicable tariffs, wherever filed.
- 21. Survival.** The provisions of this Agreement which by their nature extend beyond the expiration or earlier termination of the same shall survive and remain in effect until all obligations are satisfied.
- 22. Privacy Policy:** This Privacy Policy describes PassTime data collection and use policies. Please read the entire Privacy Policy before providing any personally identifiable information to PassTime. It is available on the internet at www.passtimegps.com/privacy.
- 23. Attorneys' Fees.** If any legal proceeding is commenced to enforce any provision of this Agreement or any Work Statement, then the prevailing party shall be entitled to recover from the other party the reasonable attorneys' fees, expenses and costs incurred by the prevailing party in such proceeding, in such amounts as the court may award.

Dated this _____ day of _____, _____.

FOR RESELLER:

FOR Gordon * Howard Associates, Inc.:

Name (Printed)

Name (Printed)

Title

Title

Signature

Signature

ADDENDUM A**PRICING****PRICING TERMS**

- Reseller agrees to pay for any and all products and services by COD or valid credit card.
- Pricing listed does NOT include shipping or handling or all applicable cellular activation and/or sales taxes, which shall be charged in addition to the base prices listed.
- All prices are in U.S. Dollars unless otherwise stated.
- All prices are subject to change at PASSTIME's discretion as per the terms of Section 1.5 and as elsewhere stated in this Agreement (including but not limited to issues of roaming, changes by wireless carrier, excessive use fees, etc.).
- Device purchase includes initial service package in the base price. Initial service package begins at the time of purchase and includes Service Tracking functionality. Initial Service package shall not exceed three (3) years from the date of purchase unless Reseller has pre-purchased a longer term.

PassTime INTOUCH	
Quantity	Price per Device
Any Quantity	As Per Initial Purchase Order



Aftercare Surface Protectant Program

Limited Product Warranty Set Up Form

FOR USE ON PAINTED AND CHROME TREATED SURFACES

Eligible products:

Motorcycle, Scooter, ATV, UTV, Snowmobile, PWC, Boats, Golf Car, Tractor, Mower, Outboard

Dealer Information:

Name _____

Address _____

Phone _____

Contact _____

Date: _____

Dealer Code: **CA-39-**_____

Agent Code: **CA-39**

Trade Class: _____

email: _____

How will you market the product? (please check one)

☐ include with sale/apply to inventory in advance

☐ apply as sold/apply to units as sold

Eligible Inventory:

	# of Units
MC/Sct	
ATV/UTV	
PWC	
Snowmobile	
Golf Car	
Tractor/Riding Mower	
Sport/Pontoons under 25'	
Sport/Pontoons 26' to 40'	
Outboard	

Monthly SPP Sales:

	# of Units
MC/Sct	
ATV/UTV	
PWC	
Snowmobile	
Golf Car	
Tractor/Riding Mower	
Sport/Pontoons under 25'	
Sport/Pontoons 26' to 40'	
Outboard	

NOTE:

This program is designed as a Pay As You Sell Program. Dealer must report sales within 15 days of vehicle sale.

Please refer to the Dealer Agreement for details about how the Dealer will be billed if expected sales are not achieved.

Dealer must achieve an average of at least 80% sales penetration for all chemistry delivered.

If "included with sale", the dealer will be billed for all chemistry used and for that not returned unused which falls short of the penetration quota.

If "applied as sold", the dealer must return the unused, unopened chemistry within 30 days of request or pay for the minimum penetration quota.

initials

I would like to place a Surface Protection order

Aftercare, Inc.

126 E. Dyer Road Suite A

Santa Ana CA 92707

800 832-3237; fax (714) 546-0849; info@aftercarecorp.com

Date: _____

Dealer #: _____

Dealer Resale #: _____

please submit copy of resale
cert with initial order

GPS UNIT ORDER FORM

☐ First time order

☐ Reorder

Contact: _____

email: _____

Dealer: _____ Dealer phone: _____

Address: _____

Ship to (if different) _____

This is pricing for the GPS hardware only. (Theft Benefit Fee will be collected at time of hardware sale.)

**Units include airtime; phone app; desk top application; recovery service
for stolen vehicles.**

Wired Powersports Device

total airtime	hardware dlr cost
3 year	\$ 229.00

qt	total

Wireless Powersports Device

total airtime	hardware dlr cost
3 year	\$ 229.00
cases	\$20.00

qt	total

ORDER SUBTOTAL: _____

Shipping will be added to order Fed-Ex Ground _____

ORDER TOTAL: _____

THEFT BENEFIT PRICING:

Benefit Level	Theft Benefit Cost	Total Dealer Cost	
\$2500 Benefit	\$90.00	\$ 319.00	(excluding case)
\$5000 Benefit	\$120.00	\$ 349.00	(excluding case)

**We must have a signed Reseller Agreement, a signed Aftercare GPS Addendum,
and a current Resale Certificate on file at the time an order is placed.**

THANK YOU FOR YOUR ORDER.

Aftercare, Inc. - confidential



initials

I would like to purchase the GPS InTouch units as indicated

12/20/2023