Back to Table of Contents

To Dealer Agreement

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 DWNNY Act	Set up in CCC Agent info	Rate Chart

126 East Dyer Road Suite A
Santa Ana, CA 92707
(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*
	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/resale/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.

	Aftercare, Inc.	
Dealership Name		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 _____

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 if 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 <u>any time</u> 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 <u>only</u> 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 <u>no longer</u> 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, sign 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
- ☐ Agreement Number
- ☐ VIN on failed unit
- ☐ Date of loss
- ☐ Mileage/Hours at failure
- ☐ Customer's complaint
- ☐ A description of failure
- ☐ A list of all parts needed to effect repair
- ☐ Flat rate time for performing repair
- ☐ Your shop's labor rate
- ☐ Local tax rate, if applicable
- ☐ Repair order number
- ☐ Contact information for dealership

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.

Back to Table of Contents

Back to Dealer Agreement

126 E. Dyer Road Suite A
Santa Ana, CA 92707
(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!

☐ I would like to pay for sales by ACH
initials

☐ I would like to be reimbursed for claims by ACH
initials