



DEALER/LENDER ADMINISTRATION AGREEMENT
GUARANTEED AUTOMOBILE PROTECTION PROGRAM

This Dealer-Lender Administration Agreement (this "Agreement") is made by and between Phoenix American, 6303 Blue Lagoon Dr. • Suite 225, Miami, Florida 33126

("Administrator"), and _____ ("Dealer/Lender").

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Administrator administers and provides the Phoenix American Guaranteed Auto Protection (GAP) program...
2. In the event of a Total Loss on a Covered Vehicle, Administrator shall, pursuant to the GAP Waiver Addendum...
3. Dealer/Lender hereby appoints Administrator as Dealer/Lender's administrator...
4. Administrator shall be Dealer/Lender's administrator for the GAP Program...
5. Administrator and Dealer/Lender mutually agree as follows:
6. This Agreement shall be binding upon and inure to the benefit of the parties hereto...
7. This Agreement embodies the entire agreement between the parties hereto...
8. This Agreement is solely between the parties hereto...
9. Failure by either party to enforce or exercise any right remedy hereunder...
10. This Agreement shall in all respects be governed by, interpreted, constructed and pursuant to the laws of the State of California.
11. The GAP Program is insured for its liability under an insurance policy issued by either National Casualty Company or Scottsdale Insurance Company.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives and to become effective on this _____ day of

_____, 20_____.

PHOENIX AMERICAN

DEALER/LENDER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dealer/Lender's Address:

Tel. #: _____

Fax #: _____

E-mail: _____