

DEALER ENROLLMENT

ADMINISTERED BY: CSP WARRANTY AGENCY

DEALER ACCOUNT INFORMATION

DEALERSHIP NAME

PHONE

EMAIL

ADDRESS

CITY

STATE

ZIP

WEBSITE

FEIN

CURRENT INVENTORY #

ESTIMATED MONTHLY SALES

AVERAGE PRICE PER UNIT

CURRENT MANUFACTURERS

ADDITIONAL INFORMATION

PRIMARY CONTACT

NAME

PHONE

EMAIL

POSITION

SECONDARY CONTACT

NAME

PHONE

EMAIL

POSITION

DEALER AGREEMENT

ADMINISTERED BY: CSP WARRANTY AGENCY

This Dealer Agreement (the "Agreement") is entered into as of this ___ day of __, 20__, by and between CSP Warranty Agency, Inc., a Maryland corporation with its principal office located at 9722 Groff Mill Drive Owings Mills, Maryland 21117 (hereinafter referred to as the "Company") and _____ (Dealer Name), with its principal place of business located at _____ (Address) (hereinafter referred to as the "Dealer").

1. Purpose and Scope

1.1 The purpose of this Agreement is to establish a working relationship between the Company and the Dealer to provide warranty products specifically for golf carts and low-speed vehicles (LSVs) to customers.

1.2 This Agreement outlines the terms and conditions under which the Dealer will market, offer, and sell warranty products developed and managed by the Company.

2. Definitions

- Warranty Products: Extended service plans and warranties for golf carts and LSVs.
- Customer: An individual or entity purchasing Warranty Products from the Dealer.
- Sales Materials: Marketing and informational content provided by the Company, including brochures, contracts, pricing lists, and promotional assets.
- Effective Date: The date on which both parties sign this Agreement.

3. Responsibilities of the Company

3.1 Provision of Warranty Products: The Company agrees to make available warranty products for golf carts and LSVs that the Dealer can offer to Customers.

3.2 Marketing Support: The Company will provide Dealer with Sales Materials necessary for marketing and selling the warranty products.

3.3 Training: The Company will provide training and support to ensure that the Dealer's staff is adequately prepared to market and sell the Warranty Products.

3.4 Claims Processing: The Company will handle all claims under the Warranty Products sold by the Dealer, as per the Company's claims policies and procedures.

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4. Responsibilities of the Dealer

4.1 Promotion and Sales: Dealer agrees to actively promote and sell the Company's Warranty Products to Customers in an ethical and professional manner.

4.2 Compliance: Dealer agrees to comply with all federal, state, and local regulations related to the sale of warranty products and to follow the Company's policies and procedures as outlined in the provided Sales Materials.

4.3 Use of Sales Materials: Dealer shall only use the Sales Materials provided by the Company and shall not alter or create new materials without prior written consent from the Company.

4.4 Reporting: Dealer agrees to provide the Company with sales reports and Customer information necessary for the management and processing of Warranty Products.

5. Compensation

5.1 Dealer Markup: The Dealer has the right to determine and apply a markup on the Company's Warranty Products to enhance profitability and revenue. The Dealer will retain all revenue generated from such markups and will not receive a commission from the Company.

5.2 Pricing Compliance: While the Dealer is free to establish their markup, they agree to adhere to any minimum advertised price (MAP) policies or guidelines that the Company may establish to ensure consistent market representation of the Warranty Products.

5.3 Audit Rights: The Company reserves the right to audit the Dealer's records solely to verify compliance with all reporting obligations under this Agreement, excluding any Dealer-determined pricing adjustments or markup strategies.

6. Term and Termination

6.1 Initial Term: This Agreement shall commence on the Effective Date and continue until terminated by either the Dealer or the Company.

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6.2 Termination for Cause: Either party may terminate this Agreement immediately if the other party breaches any material term of this Agreement and fails to cure such breach within 30 days after receiving written notice.

6.3 Effect of Termination: Upon termination, the Dealer shall cease selling Warranty Products, and the Company shall continue to honor any active warranties sold by the Dealer prior to the termination date.

7. Confidentiality

Both parties agree to keep all non-public information related to the Warranty Products, pricing, customer information, and business practices confidential, unless disclosure is required by law.

8. Indemnification and Liability

8.1 Indemnification: Each party agrees to indemnify, defend, and hold the other harmless from and against any claims, liabilities, and damages arising from their actions or breaches of this Agreement.

8.2 Limitation of Liability: Neither party shall be liable for indirect, incidental, or consequential damages arising from the Agreement.

9. Miscellaneous

9.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Maryland.

9.2 Entire Agreement: This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

9.3 Amendment: This Agreement may be amended only in writing signed by both parties.

9.4 Assignment: Neither party may assign this Agreement without the prior written consent of the other party.

9.5 Notice: All notices under this Agreement shall be in writing and sent to the addresses provided above.

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IN WITNESS WHEREOF, the parties hereto have executed this Dealer Agreement as of the date first above written.

SIGNATURES

AUTHORIZED DEALER REPRESENTATIVE

DATE

CSP WARRANTY AGENCY REPRESENTATIVE

DATE



PLEASE ENSURE YOU PRINT 2 COPIES OF THIS PAGE

ADMINISTRATOR COPY (CSP WARRANTY AGENCY)
DEALER COPY