



PRODUCER AGREEMENT
(Florida)

THIS AGREEMENT, effective _____, 20____ (the "Effective Date"), is by and between CornerStone United Administrative Services, Inc., a North Carolina corporation with its principal offices located at 1020 Main Avenue, NW, Hickory, North Carolina 28601 (individually and collectively with its affiliated entities, the "Company"), and _____ ("Producer") located at _____.

WHEREAS, the Company is authorized to market, sell, issue, and administer motor vehicle service agreements, vehicle protection agreements, and other after-market agreements authorized and governed by Chapter 634 of the Florida Statutes (collectively, "Service Agreements"), and Producer is a licensed automobile, recreational vehicle, powersports or marine dealer; and

WHEREAS, the Company desires to appoint Producer as the Company's non-exclusive sales representative to market Service Agreements to Producer's customers in the State of Florida, and Producer desires to accept such appointment and to faithfully perform all of the duties and obligations thereof, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Producer's Authority. The Company hereby authorizes Producer to offer and sell Service Agreements to Producer's customers in the State of Florida. The Producer's authority shall be expressly limited to those Service Agreement plans and coverages identified in Schedule A attached to this Agreement, as may be revised from time to time upon the written authorization of the Company (the "Product Schedule"). All Service Agreements shall be sold only on the forms prescribed by the Company and in accordance with and subject to the rules, coverages, guidelines, retail rates, costs and any applicable rebate structures authorized by the Company and furnished to Producer in writing (collectively, the "Product Guidelines"). Producer shall not have any authority to alter, modify, waive, or discharge any terms of the Product Guidelines without the Company's prior written consent. The Company may revise the Product Guidelines at any time upon thirty (30) days' prior written notice to Producer, and Producer shall conform to such revisions. The Company, its partners and affiliates, shall not have any liability for, and Producer shall indemnify, defend, and hold harmless the Company, its partners and affiliates, with respect to, any Service Agreements sold in violation of the terms of the Product Guidelines or this Agreement.
2. Reports and Remittances. Within ten (10) days after the end of each calendar month, Producer shall furnish a report to the Company of all Service Agreements sold during such month. The form and content of the report shall be prescribed by the Company. The report shall be accompanied by Producer's payment of the net Producer cost due the Company for all Service Agreements sold during the month, as set forth in Product Schedule, as may be revised from time to time (the "Producer Cost"). The Company may revise the Producer Cost and retail rates at any time upon thirty (30) days' prior written notice to the Producer, and Producer shall adhere to the revised cost, retail and rebate structures for all business reported thereafter. Company reserves the right to refuse/return a Service Agreement to Producer and notify the customer of the refusal/return of the Service Agreement and no coverage will be granted for non-timely or incomplete Service Agreement submission by Producer. Company shall have the right to offset any amounts Company may owe Producer against any sums the Producer may owe for any obligations of the Producer to Company. Producer agrees that if a pricing mistake or change is made that impacts the retail cost of a contract that should have been charged to a customer, Producer will correct the overpayment/underpayment to customer within thirty (30) days of notification from Company.
3. Compensation and Refunds. As its sole compensation from the sale of the Company's Service Agreements, Producer shall be permitted to retain the difference between the retail price collected by Producer from the sale of the Service Agreements and the Producer Cost (the "Producer Compensation"). Producer shall be obligated to refund a pro rata share of the Producer Compensation with respect to any Service Agreement that is canceled or surrendered prior to its scheduled expiration date, which refund shall be calculated at the same rate specified in the Service Agreement for calculating the Service Agreement holder's refund. The Company and Producer shall establish an appropriate mechanism to assure the proper disposition and payment of all refunds. As required by Chapter 634 of the Florida Statutes, Producer shall retain, and make available to Company upon request, copies of checks to customers for refunds of Service Agreements under this agreement. Producer shall not be entitled to any portion of any cancellation fee set forth in the Service Agreement. Producer's obligation to make refunds of the Producer Compensation shall survive the termination of this Agreement.
4. Service Agreement Benefits. The Company shall be solely responsible for administering and paying all benefits under its Service Agreements. Producer shall have no authority to adjudicate, settle, compromise, or pay any benefits under the Service Agreements. In the event a Service Agreement holder attempts to make a claim under a Service Agreement directly with Producer, Producer shall instruct the holder to follow the claims reporting instructions set forth in the Service Agreement and shall provide all reasonable and necessary cooperation and assistance to the holder.
5. Mechanical Breakdown Repairs. If Producer maintains a service department and performs repairs under Service Agreements issued by the Company, the Company shall reimburse Producer for the cost of such repair services at the amounts and in the manner provided by this Agreement. Prior to commencing repairs, Producer shall diagnose the nature and cause of the mechanical breakdown and prepare an estimate of the cost of the required repairs. In preparing its estimated cost of repairs, Producer shall utilize its normal retail labor rate, as filed with and approved in advance by the Company, for the repair time required as specified in the recognized labor manual used by Producer and approved by the Company (e.g., Motors (All Data), Chilton, Mitchell, Factory, etc.), and the manufacturer's published suggested retail price for required parts. For Tire & Wheel Service Agreements, Producer will utilize costs from its lowest cost supplier plus a maximum of 30% markup. Producer shall obtain the Company's prior approval before commencing any repair work for which reimbursement is sought from the Company. In order to obtain reimbursement for repair services, Producer shall comply with the following additional conditions:

CLAIM FORMS	a. Producer must furnish the Company a completed claim advice, a repair order or a form provided by the Company, not more than ninety (90) days after the date the repair is completed. The Company shall reimburse Producer for the approved repair within thirty (30) days after receipt of the claim advice.
MAINTENANCE REQUIREMENTS	b. If requested by the Company, Producer must determine that the owner of a covered vehicle has receipts for completion of the manufacturer's required maintenance services.
INSPECTION	c. If requested by the Company, Producer must permit the Company to inspect the covered vehicle prior to commencement of repairs and/or perform a factory oil consumption test if excessive use of engine oil is reported or alleged.
REPAIRER'S GUARANTY	d. Producer must guaranty to the Service Agreement holder and the Company all workmanship and parts in connection with a covered repair it performs or orders for a period of ninety (90) days after the date the repair is completed and, if requested by the Company, keep all parts removed from the vehicle in a safe place for up to thirty (30) days.
USED UNITS	e. Producer must certify that a used unit covered by a Service Agreement was inspected and found in good working order at the time of sale.
UNAUTHORIZED CONTRACTS	f. In the event repairs are required under a Service Agreement sold by Producer in violation of this Agreement, Producer shall be required to provide such repairs without reimbursement by the Company or shall reimburse the Company for any repair payments advanced by the Company.

6. Producer Covenants. The Producer hereby makes the following general representations and covenants to the Company:

LICENSES	a. Producer and all persons employed by Producer to perform any activities authorized by this Agreement shall procure and maintain in good standing all licenses, permits, and certifications required under all applicable state and federal laws with respect to such activities.
LAWS AND REGULATIONS	b. Producer shall familiarize itself and comply with all state and federal laws and regulations applicable to its activities authorized by this Agreement.
PRIVACY	c. Producer shall not use for any purpose other than as required by this Agreement or disclose to any other person or entity the names, personal information, and other information concerning the subject matter of the Service Agreements without first affording the Company with a reasonable opportunity to confirm that such use or disclosure complies with any applicable federal or state privacy laws.
RULES OF THE COMPANY	d. Producer shall adhere to all rules, manuals, procedures, and instructions prescribed by the Company pertaining to the Service Agreements and furnished to Producer in writing.
UNFAIR TRADE PRACTICES	e. Producer shall not engage in unlawful discrimination, misrepresentation, or any unfair trade practice that is prohibited by law.
PROPERTY AND SUPPLIES	f. Producer shall maintain in a secure and safe place, and upon request shall account to the Company for, all supplies and materials furnished by the Company to Producer with respect to the Service Agreements and shall return them to the Company if this Agreement is terminated.
EXPENSES	g. Except as otherwise expressly provided in this Agreement, Producer shall bear all of its business expenses and marketing costs in the performance of its duties and obligations under this Agreement and shall not incur any expense on behalf of the Company without the Company's prior written approval
NEGOTIABLE INSTRUMENTS	h. Producer shall not negotiate or endorse any check or other negotiable instrument made payable to the Company, and all such checks and instruments shall be forwarded to the Company.
LEGAL NOTICES	i. Producer shall promptly notify the Company of its receipt of legal notices or legal complaints affecting or naming the Company or the Service Agreements and shall immediately forward same to the Company.
ADVERTISING	j. Producer shall not publish, circulate, or display any advertisements, circulars, brochures, or other materials that name or refer to the Company, its partners or affiliates, their respective products, or their respective businesses unless the content thereof has received the prior written approval of the Company, its partners or affiliates, as appropriate.
INDUCEMENT TO LAPSE	k. While this Agreement is in effect or at any time thereafter, Producer shall not induce the lapse, cancellation, or termination of any Service Agreement sold pursuant to this Agreement.

EMPLOYEE AND SUB-AGENT COMPENSATION	l. Producer shall be responsible for the payment of compensation and commissions to all permitted sub-agents and employees utilized or employed by Producer in the performance of its duties and obligations under this Agreement and shall hold harmless the Company, its partners or affiliates, for same.
AUDIT	m. Subject to reasonable prior notice, Producer shall grant the Company and its authorized representatives, accountants, attorneys, and investigators right of free access during normal business hours at Producer's place of business for the purpose of inspecting and auditing the books and records maintained by Producer with respect to the Service Agreements sold by Producer. The Company, at its expense, may make copies and retain any of such books and records which pertain to the Company's Service Agreements.
MODIFICATION OR WAIVER OF TERMS	n. Producer shall not have any authority to modify, waive, alter, or change, orally or in writing, any of the terms and conditions of a Service Agreement, whether prior to or after the sale of the Service Agreement.
FIDUCIARY FUNDS	o. Producer shall be considered a fiduciary of all monies received by Producer on behalf of the Company or otherwise due the Company and shall not convert same to its own use until remittance to the Company or otherwise applied by Producer in accordance with this Agreement.
COOPERATION	p. Producer shall cooperate with the Company in all matters relating to the Service Agreements and this Agreement.
FINANCING	q. With respect to any Service Agreement that is financed, Producer shall comply with all applicable state and federal lending laws, including but not limited to the Federal Truth In Lending Act and Regulation Z thereunder.
INTERNET AND DIRECT SALES	r. Producer shall not market any Service Agreements through a call center, a direct marketing facility, the Internet or any direct response solicitation method without the Company's specific advance written consent.

7. Producer Indemnification. Producer shall indemnify, defend, and hold harmless the Company, its partners, agents and employees, and their respective successors and assigns from and against all claims, losses, damages, liabilities, judgments, penalties, fines and expenses, including but not limited to reasonable attorneys' fees and costs, resulting from or arising out of (a) any wrongful or negligent act, error, or omission committed by Producer or its employees in connection with the sale of the Service Agreements or the activities authorized by this Agreement, (b) any Service Agreement sold in violation of this Agreement or the Product Guidelines, including but without limitation any claim for benefits arising under such Service Agreement, or (c) the material breach by Producer of any of the terms of this Agreement.
8. Company Indemnification. The Company shall indemnify, defend and hold harmless Producer, its partners, agents and employees, and their respective successors and assigns from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines and expenses, including, but not limited to, reasonable attorneys' fees and costs, to the extent resulting from or arising out of (a) any wrongful or negligent act, error, or omission committed by the Company or its employees, including, without limitation, the failure of the Company to fulfill any obligation under this Agreement or under any Service Agreement issued in accordance with this Agreement, (b) the failure of the Company to observe and comply with any state or federal law applicable to the business conducted by the Company pursuant to this Agreement, and (c) the material breach by the Company of any of the terms of this Agreement.
9. Effective Date and Termination. This Agreement shall become effective as of the Effective Date. This Agreement may be terminated by either party by giving thirty (30) days' advance written notice to the other party, provided that this Agreement may be terminated immediately for any of the following reasons: (a) the failure of the other party to cure any material breach of this Agreement committed by such party within thirty (30) days after written notice of the breach has been provided by the terminating party; (b) the filing of a voluntary or involuntary bankruptcy petition involving the other party, or the appointment of a receiver, conservator, supervisors, or similar official concerning the other party; or (c) the assignment by the other party of all or substantially all of its assets for the benefit of its creditors. This Agreement may be terminated automatically without notice should Dealer fail to submit Contracts for three (3) consecutive months. The termination of this Agreement shall not affect or diminish the obligations of the parties under this Agreement with respect to Service Agreements sold prior to the termination date.
10. Miscellaneous. The following provisions shall apply to the parties' obligations under this Agreement:

GOVERNING LAW	a. This Agreement shall be interpreted and enforced in accordance with the laws of Florida, without reference to the conflicts of laws principles thereof.
ENTIRE AGREEMENT	b. This Agreement and the exhibits hereto constitute the entire agreement and understandings of the parties relating to the subject matter of this Agreement and supersede all prior written or oral agreements or understandings of the parties.
INDEPENDENT CONTRACTOR	c. Producer shall at all times be considered an independent contractor, and nothing in this Agreement is intended or shall be construed to create an employment, joint venture, or partnership relationship between the Company and Producer or between the Company and any of Producer's employees, agents, and sub-contractors.

WAIVER	d.	The failure by either party to exercise or enforce any of its rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right, or remedy.
SUCCESSORS AND ASSIGNS	e.	Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective lawful successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective lawful successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
ASSIGNMENT	f.	Neither this Agreement, nor any of the authority, rights, duties, obligations, liabilities afforded or created by this Agreement may be assigned or delegated by either party to any other person without the prior written consent of the other party.
MODIFICATIONS	g.	This Agreement and any of the exhibits hereto may not be amended or modified except by written agreement signed by both of the parties hereto.
SEVERABILITY	h.	If one or more provisions of this Agreement are held to be unenforceable under applicable laws, such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
NOTICES	i.	All notices, demands, or communications required under this Agreement shall be in writing, delivered personally, by mail, by facsimile, or by electronic mail at the respective addresses of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CORNERSTONE UNITED ADMINISTRATIVE SERVICES, INC.

By: _____

By: _____

Dated: _____

Dated: _____

Florida Producer Agreement

Product Schedule

(Mark all that apply)	<u>Products being sold</u>	<u>Form Number</u>	<u>Producer Cost</u>	<u>Retail Cost</u>
☐	Auto Extended Service Contracts		Attach Producer Cost Rates	Attach Retail Rates
☐	Auto Tire & Wheel		Attach Producer Cost Rates	Attach Retail Rates
☐	Auto Limited Warranty		Attach Producer Cost Rates	Attach Retail Rates
☐	Auto GAP		Attach Producer Cost Rates	Attach Retail Rates
☐	RV Extended Service Contracts		Attach Producer Cost Rates	Attach Retail Rates
☐	RV Tire & Wheel		Attach Producer Cost Rates	Attach Retail Rates
☐	RV Limited Warranty		Attach Producer Cost Rates	Attach Retail Rates
☐	Powersports Extended Service Contracts		Attach Producer Cost Rates	Attach Retail Rates
☐	Powersports Tire & Wheel		Attach Producer Cost Rates	Attach Retail Rates
☐	Powersports GAP		Attach Producer Cost Rates	Attach Retail Rates
☐	Marine Extended Service Contracts		Attach Producer Cost Rates	Attach Retail Rates



Dealer Profile Sheet

<u>Dealer Name (legal name)</u>
<u>Address</u>
<u>Phone</u>
Dealer Principal(s) (owner(s), shareholder(s)) Email:
<u>Dealership Tax ID Number</u>
<u>Main Contact Person</u> Email:
<u>Program(s) Selected</u> ☐ Service Contract ☐ Auto ☐ RV ☐ Powersports ☐ Marine ☐ Ancillary Bundles ☐ Tire & Wheel ☐ Auto ☐ RV ☐ Powersports ☐ Certified Used Limited Warranty ☐ Other:
<u>No Chargeback Option</u> (Select 1 Option ONLY) ☐ Standard Rates ☐ No Chargeback Rates
<u>Current F&I Product Provider(s) (and for how long?)</u>
<u>Dealer Management and/or Menu Systems</u> <u>Currently Used:</u>

<u>Dealership Operating As (trade name/DBA)</u>
<u>Address</u>
<u>Fax</u>
<u>General Manager</u> Email:
<u>Service Manager</u> Email:
<u>Office Manager</u> Email:
<u>Business Manager</u> Email:
<u>Secondary Contact Person</u> Email:
<u>Franchises</u>
<u>Retail Labor Rate</u>
<u>Labor Manual</u>
<u>Anticipated Number of Contracts Per Year</u>
<u>Agency</u>
<u>Agency Representative</u>

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CORNERSTONE UNITED ADMINISTRATIVE SERVICES, INC.
APPOINTMENT REQUEST AND BACKGROUND INVESTIGATION AUTHORIZATION
FLORIDA DEALERS ONLY

Licensee Name	
Address	
Date of Incorporation / Date of Birth	
FEIN / SSN	
License Type and Class	Service Warranty (0252) ☐ Automobile Warranty (0253) ☐
License Number	
Types of Contracts to be Marketed by Appointed Licensee	Service Warranty Contracts ☐ Motor Vehicle Service Agreements ☐
Appointment Effective Date Requested	

AUTHORIZATION FOR BACKGROUND INFORMATION

To: **Cornerstone United Administrative Services, Inc. ("Cornerstone")**

By affixing their signature in the space provided below, the undersigned hereby authorizes all corporations, companies, credit agencies, educational institutions, persons, law enforcement agencies, former employers, the Military Service or any other private or public institution to whom inquiry is made concerning the undersigned, to provide any information that such person or entity may have about the undersigned, including without limitation, any information concerning the financial condition, past activities, credit standing, professionalism, character, general reputation, and personal characteristics of the undersigned. The undersigned hereby releases and holds harmless any person or entity to whom inquiry has been made or from whom references have been sought, and Cornerstone and its affiliates (and its and their officers and employees), from any liability arising out of or in connection with such investigation and/or the production of said information. The information provided to Cornerstone pursuant to this Authorization will be kept confidential in accordance with Cornerstone's policies and procedures.

The undersigned acknowledges that a consumer report or investigative consumer report ("Consumer Report") may be prepared summarizing this information. The undersigned acknowledges that he/she may (1) request in writing a copy of such Consumer Report, (2) may also request in writing the nature and substance of all information contained about the undersigned in the files of Cornerstone or its designee, and (3) may upon reasonable notice in writing and during regular business hours shall have the right to inspect such files and be accompanied by one other person. Cornerstone or its designee, as applicable, is required to provide someone to explain the content of such files. The undersigned must present proper identification and should direct any such request to:

Cornerstone United Administrative Services, Inc., 1020 Main Ave., NW, Hickory, NC 28601 – Attention, Vice President, Operations

By:

(please sign here)

Date

(print name)

(print name of Dealership/Agency)