

# PARTNERS ALLIANCE CORPORATION

## NEW ACCOUNT DATA SHEET

(PLEASE PRINT OR TYPE)

SUBMITTED BY: (AGENT)		FOR COMPANY USE ONLY	
ACCOUNT:		ACCOUNT NUMBER	
		NEW <input type="checkbox"/> CHANGE <input type="checkbox"/>	
TYPE CREDITOR: CONSUMER FINANCE <input type="checkbox"/> AUTO <input type="checkbox"/> BANK <input type="checkbox"/>  CREDIT UNION <input type="checkbox"/> SALES FINANCE <input type="checkbox"/> OTHER <input type="checkbox"/> _____	EFFECTIVE DATE	PHONE#:	
		FAX#:	
		EMAIL:	
BUSINESS ADDRESS: STREET		FEDERAL TAX ID NUMBER	
CITY		STATE	ZIP
CORRESPONDENCE TO: (IF DIFFERENT FROM BUSINESS ADDRESS)		CONTACT PERSON	

TYPE OF DEALER:			
<input type="checkbox"/> FRANCHISED		<input type="checkbox"/> INDEPENDENT	
FEE/COMMISSION STRUCTURE:	\$	%	ANTICIPATED NUMBER OF CONTRACTS PER MONTH:
TERM (Months)	0-60		
	61-72		
	73-84		

AGENT TO BE APPOINTED: (NATURAL PERSON OR CORPORATE AGENCY)	SOCIAL SECURITY #/ OR TAX ID#	BIRTH DATE
BUSINESS ADDRESS: STREET	CITY	COUNTY
	STATE	ZIP
HOME ADDRESS: (INSURANCE DEPARTMENT WILL NOT ACCEPT P O BOX)		
COMPANY(IES) PRESENTLY LICENSED WITH:	LICENSE NUMBER (ATTACH COPY OF LICENSE)	

# Partners Alliance Corporation

P.O. Box 1630

Poway, CA 92074-1630

1-800-970-3302 - Fax (858) 513-9224

## DEALER AGREEMENT

This Agreement is between Partners Alliance Corporation, (PAC) and \_\_\_\_\_, (Dealer). Dealer requests that PAC authorize Dealer's participation in the Guaranteed Auto Protection Program (GAP Program) on a non-exclusive basis and make its program facilities available to Dealer; and PAC is willing to authorize Dealer to participate in the GAP Program and to make its program facilities available to Dealer subject to the terms and conditions of this agreement; and Dealer promises to participate in the GAP Program and to adhere to the terms and conditions of this agreement and to perform the services specified herein;

Now, in consideration of their mutual promises, sufficiency of which is hereby agreed, PAC and Dealer agree as follows:

Dealer is authorized to offer vehicle lease and loan agreement waivers under the GAP Program to its customers, subject to the terms and conditions of the Agreement and any and all applicable laws. Dealer shall only enter into such agreements (1) on the date which a subject vehicle is leased or sold, as the case may be, and (2) using the form of GAP Addendum Waiver (Contract) as PAC will supply to Dealer. Dealer agrees to only sell contracts which meet the criteria as specified in the GAP Addendum Waiver (Contract) that is provided to the Dealer. Contracts which are not acceptable shall be returned to the Dealer and voided.

Dealer agrees to remit to PAC as per addendum 1 for each Contract issued under the GAP Program, or such other sum as PAC may advise Dealer in writing from time to time. **Customer's primary policy deductible will be covered up to \$\_\_\_\_\_ by waivers issued in this state by Dealer.** Dealer is empowered to collect, receive and receipt for amounts due on all Contracts entered into by Dealer. All such amounts received by Dealer and due PAC shall be held by Dealer in a fiduciary capacity as trustee for PAC until remitted to and received by PAC. Dealer agrees to return all sums collected for voided or canceled contracts to the lien holder or the purchaser as their interests call for.

PAC, to cover loss Dealer may incur as a result of the liability limitation contained in Contracts issued by Dealer, shall procure insurance on behalf of Dealer. Dealer shall be named as the insured party under any policy or contract for such insurance. Any assignee of Dealer under any such Contract shall be an additional insured under such policy or contract. Dealer agrees to accept that payment under such policy of insurance as full satisfaction of any loss Dealer may incur as a result of the liability limitation contained in Contracts issued by Dealer. In the event of assignment by Dealer of all or any part of its rights, duties or liabilities under any lease or loan agreement for which there is a Contract in effect, Dealer shall cause the assignee thereof to assume the waiver as part of the assignment. In the event of assignment by Dealer, all GAP proceeds will be paid directly to the assignee.

**Reporting Register** By no later than last day of the month following the end of the calendar month in which the contracts were originated, Dealer shall deliver to PAC a reporting register on the form supplied by PAC, which shall include, among other things: (1) a list of all Contracts issued by Dealer in the immediately preceding month's business (the reporting period); (2) a copy of each of the contracts issued in the reporting period; (3) a check for the money due PAC for contracts issued by Dealer during such period, and (4) a list of all Contracts issued at any time by Dealer and voided during such period. **PAC shall not be responsible for claims arising under any contract(s) submitted to PAC after sixty (60) days from the effective date of the contract(s) in question, where a claim incurred prior to the dealer submitting contract(s). Dealer, in such event, shall indemnify, defend and hold PAC and its insurers free and harmless from any claim, cause of action, damage, cost, or expense, including attorney's fees and costs, arising or resulting there from. Contract(s) reported after 75 days will be subject to a \$30.00 late reporting fee.**

**Records** During the term of this Agreement, Dealer agrees to maintain accurate and current records relating to its participation in the GAP Program and its sale of Contracts. These records shall be made immediately available for examination by PAC at such time or times, as PAC desires during Dealer's regular business hours. Dealer shall be responsible for the correctness of all information relating to all Contracts, and shall assist PAC in correcting any errors, which arise.

**Losses** PAC shall not be responsible for processing any loss report involving a loss: (1) not covered under a Contract.

**Cancellation** The Gap policy or waiver may be flat cancelled within 30 days of the origination date. Cancellations after 30 days will be refunded by Pro Rata or by a method as determined by state law. In the event of a total loss to the covered vehicle, the policy or waiver will be deemed as fully earned and, therefore, no refund will be due.

**Repossession** In the event that a vehicle is repossessed, the GAP agreement ceases as of the time of actual physical repossession.

**General Performance** (a) Dealer agrees to exercise care and due diligence in the performance of all its duties hereunder. Dealer further agrees to abide by any procedures, rules, regulations or other guidelines relating to the GAP Program as may be announced to Dealers by PAC from time to time. (b) Subject to the terms of this Agreement, PAC agrees to cooperate fully with Dealer and to render all assistance reasonably necessary in order to enable Dealer to carry out its obligations hereunder. All administrative forms relating to the GAP Program (including Contract forms, rate cards and marketing materials) reasonably necessary for Dealer to conduct the business of entering into Contracts hereunder shall be furnished to Dealer by PAC or on its behalf. (c) Dealer is not authorized and is expressly forbidden, without the prior written approval of PAC to (1) incur any indebtedness or liability on behalf of PAC; (2) publish, issue or circulate any advertisement or Literature relating to PAC or the GAP Program; (3) enter into any legal proceeding in

connection with PAC business; (4) alter or discharge any Contract; (5) waive or modify any term, condition or limitation of any Contract or agreement under any PAC program, extend the time of payment or waive any payment under any Contract, or bind PAC in reinstatement of any canceled Contract; or (6) possess or exercise any authority on behalf of PAC other than that expressly provided for in this Agreement. (d) Dealer shall act under this agreement as an Independent Contractor, and nothing herein shall be construed to create an employer/employee relationship.

**Expenses** Except for the cost of administrative forms supplied by or on behalf of PAC pursuant to paragraph (b) of the section dealing with General Performance, PAC shall not be liable for any expense of Dealer including, without limitation, the cost of any rentals, transportation, postage, other advertising, employee costs, local license fees or sales tax.

**Legal Compliance: Indemnification** Dealer agrees to comply with all applicable laws and lawful regulations of duly constituted regulatory authorities, and to hold PAC harmless from any claim, liability, damage, loss or expense (including attorney's fees) resulting from any failure of Dealer to so comply or resulting from any act or omission by Dealer or its employees, if any.

**Arbitration and Applicable Law** Any dispute arising in respect to the terms, conditions or effects of this Agreement shall be settled by arbitration as the sole remedy available to all parties hereto. Arbitration shall take place in San Diego County, California. The commercial arbitration rules of the American Arbitration Association will apply. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

**Termination** (a) This Agreement may be terminated at any time by either party hereto upon thirty (30) days written notice to the other parties at the appropriate address specified above. Notwithstanding the foregoing, this Agreement may be terminated immediately by PAC if the Dealer violates any applicable law or lawful regulation of any duly constituted authority, or fails to fulfill any of its obligations under this Agreement. (b) In the event that this Agreement is terminated as provided herein, Dealer shall promptly collect and, immediately thereafter, forward to such person as PAC shall designate in writing (1) all Contract forms, administrative forms and other written materials supplied by PAC to Dealer pursuant to this Agreement other than executed forms of Contracts then in effect; (2) all other written materials in the possession or control of Dealer; (3) all duplicate copies of any of the above forms and materials in the possession or control of Dealer.

**Term** This Agreement shall be effective as of the date indicated below and shall remain in effect until terminated as provided herein.

**Notices** All notices required to be given under the terms of this Agreement shall be given in writing and shall be sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at its address specified above.

**Waiver or Modification** No forbearance, neglect or other failure of PAC to enforce or require strict compliance with any term and/or condition of this Agreement, or to exercise any right of termination hereunder, shall not constitute a waiver of any such term, condition or right, nor shall it constitute a waiver of any other term, condition or right. No waiver, amendment or modification of this Agreement shall be valid unless made in a written instrument executed by all parties hereto.

**Assignment** Dealer shall not assign or transfer any right or benefit under this Agreement, either in whole or in part, without the prior written consent of PAC. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of and shall be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto.

**Entire Agreement** This Agreement shall constitute the entire agreement by, of and between the parties hereto, and all previous contracts, agreements, and understandings between the parties hereto, whether oral or written, shall be of no further force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date shown below.

Date: \_\_\_\_\_

Dealer: \_\_\_\_\_

**Partners Alliance Corporation**

By: \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Title)

\_\_\_\_\_  
(Print or Type Title)

**Partners Alliance Corporation  
Gap Dealer Agreement  
Addendum 1**

**Gross Rate Remit Schedule**

**Effective:** \_\_\_\_\_

<b><u>Term of loan</u></b>	<b><u>Remit</u></b>
<b>00 to 48 months</b>	\$ _____
<b>49 to 60 months</b>	\$ _____
<b>61 to 72 months</b>	\$ _____
<b>73 to 84 months</b>	\$ _____

**Attached to Agreement:** \_\_\_\_\_ **Effective:** \_\_\_/\_\_\_/\_\_\_

**Dealer/Lender/Lessor:** \_\_\_\_\_

**Date Issued:** \_\_\_/\_\_\_/\_\_\_ \_\_\_\_\_

**Authorized Representative**

**Partners Alliance Corporation:** \_\_\_\_\_ Jason Fletcher

**Date:** \_\_\_/\_\_\_/\_\_\_ \_\_\_\_\_

**Authorized Representative**

