



Dealer Application & Administrative Agreement

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|---|--------|----------------------|
| TLC Representative Name: | | Agent Acct. Number: |
| Name of Dealer: | | Dealer Acct. Number: |
| Address: | | Dealer Tax ID: |
| City: | State: | Zip Code: |
| Phone: | Fax: | Retail Rate: |
| F&I Contact: | | GM Contact: |
| Email: | | Email: |
| Dealership Info: Lending Sources: _____ | | |
| <input type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Both Franchised Lines: _____ | | |
| Number of Locations: <input type="checkbox"/> Single <input type="checkbox"/> Multiple (Provide a Dealer Application for each address.) | | |
| Type: <input type="checkbox"/> Auto <input type="checkbox"/> RV <input type="checkbox"/> Commercial | | |

It is understood that the presentation of the TLC GAP program by the undersigned associates of TLC was not a solicitation of insurance and that the representative of the seller signing this document so acknowledges. Also, it is understood that the sale of a GAP waiver to my customers is not an insurance transaction.

I have read and understand the guidelines and eligibility requirements for the Total Loss Coverage GAP Program and agree to market the product in accordance with the materials provided. I agree to submit all TLC waivers sold and proceeds collected to TLC GAP Administrators or their representative within 15 days of the close of the month in which they were sold. Failure to do so may result in waivers being returned.

AGREEMENT CONDITIONS:

This agreement is entered into by and between The Wildfire Group, LLC an Alabama corporation, dba Total Loss Coverage (TLC) GAP located at 518 E. Barbour St., Eufaula, Alabama 36027, referred to as the COMPANY and _____ referred to as the DEALER.

1. Dealer may offer the TLC GAP waiver to its loan (or lease on applicable products) customers, referred to as Waivers under the Program. DEALER shall enter into such Waivers when the collateral is originally sold, leased, or financed and only on Waivers supplied by COMPANY, and only on eligible collateral.
2. Neither COMPANY nor the insurer shall be responsible for processing any claim for loans not reported or under any Waiver not reported to COMPANY, and/or for which COMPANY has not received payment as provided herein.
3. DEALER shall not at any time be authorized to alter, supplement, modify, or waive any terms or conditions of Waivers issued by DEALER.
4. No relationship of principal and agent, employer and employee, partnership, joint venture, or the like shall be created between COMPANY and DEALER. DEALER shall be solely responsible for all expense incurred in performing the terms of the Agreement.

For more information visit us online at www.TLCGap.com or call us at (800)766-0310

5. In the event that any amount of money becomes due or repayable as the result of cancellation for any reason, DEALER agrees to return the full or pro-rata portion of any amount(s) received or retained by such DEALER, whether prior to or subsequent to the termination of this Agreement.
6. COMPANY agrees to secure insurance through a qualified company to protect both the COMPANY and the DEALER from any liabilities arising from Programs sold. Evidence of such coverage will be made available to the DEALER upon request.
7. This Agreement may be terminated at any time by either party by thirty (30) days written notice to the other. However, COMPANY may terminate the Agreement immediately if DEALER violates any applicable laws or fails to fulfill any of its obligations hereunder. Termination shall not affect rights or duties of either party with respect to Waivers properly issued and paid for prior to the effective date of such termination.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to any otherwise applicable principles or conflict of laws.
9. If any term, covenant, or condition of this Agreement shall be found by a court of competent jurisdiction to be, to any extent, invalid or unenforceable under any law, rule, or regulation, the remainder of the Agreement shall not be affected thereby, and each term, covenant, or condition shall be valid and enforced to the fullest extent permitted by law. Upon determination that any such term is invalid, illegal, or unenforceable, the parties hereto shall seek in good faith to amend this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner.
10. This Agreement constitutes the full and entire understanding and agreement between the parties. Except as expressly provided in this Agreement, no amendment, supplement, or modification of this Agreement nor any waiver of any provision thereof shall be made except in writing executed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and made this Agreement effective as of this _____ day of _____ 20_____.

**The Wildfire Group, LLC dba
Total Loss Coverage GAP**

Dealership

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____