



Dealer Agreement

STERLING ADVANTAGE[™] VSC Buy Back Refund Program

Sterling Representative's Name:	Rep. Acct. Number:
Dealer Name:	Dealer Acct. Number:
Address:	
City: _____ State: _____	ZIP Code: _____
Phone: _____	Fax: _____
Contact Name: _____	Title: _____
Email: _____	
Name of VSC provider(s): _____	Number of VSCs sold per month: _____
<p>It is understood that the presentation of the Sterling program by its representative was not a solicitation of insurance and that the representative of the Dealer signing this document so acknowledges that and also that the sale of the Sterling VSC Buy Back/Refund is not an insurance transaction.</p> <p>I have read and understand the eligibility requirements, including terms and coverages of this VSC program and agree to market the program within those guidelines.</p> <p>IN WITNESS WHEREOF, the parties have duly executed and made this Agreement effective as of this _____ day of _____, 20____.</p>	
<p>STERLING FINANCIAL MANAGEMENT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>DEALER</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>

Entire Contract

The statement above and the following agreement constitute 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.

THIS AGREEMENT is entered into by and between, Sterling Financial Management located at 518 E. Barbour Street, Eufaula, AL 36027, hereinafter referred to as "**COMPANY**" and the **DEALER** shown in the above schedule hereinafter referred to as "**DEALER.**" WHEREAS, **DEALER** desires to market the Sterling Service Contract Buy Back/Refund Program, hereinafter referred to as the "**PROGRAM**", and WHEREAS, The **COMPANY** is willing to authorize **DEALER** to market the **PROGRAM** on the terms and conditions hereunder; NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereby agree as follows:

I. DEALER's Rights and Obligations

- a. **DEALER** intends to offer the **DEALER's** customers a Vehicle Service Contract Buy Back/Refund Program on the extended vehicle service contracts sold by **DEALER** and engages **COMPANY** to administer such programs pursuant to the terms of this Agreement including the net rates, terms, conditions, exclusions and coverage stated on the Service Contract Buy Back/Refund Agreement.
- b. Subject to all applicable laws, where **DEALER** is named as lessor, selling dealer, or the financing entity, **DEALER** may offer to its customers Service Contract Buy Back/Refund Programs, hereinafter referred to as "**PROGRAM**". **DEALER** shall enter into such **PROGRAMS** when the collateral is originally purchased or leased and only on forms supplied by **COMPANY**.
- c. **PROGRAMS** shall be entered into only on eligible collateral.

- d. Within ten (10) days after the end of each calendar month, **DEALER** shall submit to **COMPANY** a copy of each **PROGRAM** entered into during the month including the appropriate remittance for each reported. All checks will be made payable to the **COMPANY** designated.
- e. **DEALER** shall not at any time be authorized to alter, supplement, modify, or waive any terms or conditions of **PROGRAMS** issued by **DEALER**.
- f. **DEALER** is an independent contractor, and 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.
- g. 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.

II. Reversionary Provision

If the **DEALER** is, for any reason, unable to discharge the obligation created by the terms and conditions of the Buy Back/ Refund Agreement, the **DEALER** hereby assigns those obligations to the administrator and the administrator's insurance company.

III. Company's Rights and Obligations

- a. The **COMPANY** will maintain and provide the **DEALER** all administrative services for the **PROGRAM** including verification and services reimbursement.
- b. The **COMPANY** will provide the **DEALER** all printed materials necessary for the **DEALER** to implement the program. All such materials shall remain the property of the **COMPANY** and shall be returned by the **DEALER** in the event of the termination of this Agreement.

IV. Claims

The **COMPANY** agrees to accept, investigate and process requests for benefits related to the program and submit such requests to the insurance underwriter for payment. Such requests must be accompanied by the documents outlined in published claims procedures and are subject to A & B below.

The **DEALER** further agrees:

- a. Not to induce and/or convince service contract purchaser to not use their service contract with the intent of receiving the benefits of the Buy Back/ Refund Agreement described in this Agreement.
- b. Not to establish any customer records of any kind for the purpose of assisting the customer in making a Buy Back/ Refund Claim. It is specifically understood and agreed that making a request for benefits in connection with the Buy Back/ Refund program is the exclusive responsibility of the Customer.
- c. In the event **DEALER** is found to be in violation of these provisions, **COMPANY** will be under no obligation to honor a request for benefits on any Agreements issued.

V. Insurance

The **DEALER** hereby requests and acknowledges and the **COMPANY** hereby agrees to secure from a qualified insurance carrier contractual liability insurance to protect the **COMPANY**, the **DEALER** and the **DEALER'S** Assignees against any liabilities created from the sale of the program and adjustment costs related thereto. The **COMPANY** will provide evidence of such insurance to the **DEALER** upon request.

VI. Notices

Any notices shall be in writing and mailed by registered or certified mail (return receipt requested and postage prepaid), or sent by prepaid overnight courier service, and addressed to the respective parties at the addresses set forth within, or to such changed addresses as may be specified by written notice as provided herein. Any notice periods set forth in this Agreement may be waived, amended, or modified by the written consent of both parties.

VII. Termination

This Agreement may be terminated at any time by either party by thirty (30) days written notice to the other. However, the **COMPANY** may terminate the Agreement immediately if the **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 contracts properly issued and paid for, prior to the effective date of such termination.

VIII. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any otherwise applicable principles or conflict of laws.

IX. Legal Interpretation

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 affect the original intent of the parties as closely as possible in an acceptable manner.