



**American
Auto
Shield**

Vendor Agreement & Profile

**Return to:
American Auto Shield, LLC
Attn: Processing Dept.
5695 Yukon Street
Arvada, CO 80002-2445**



5695 Yukon Street ~ Arvada ~ Colorado ~ 80002 ~ (800) 531-1925 ~ Fax: (303) 648-5385

VENDOR CONTRACT

THIS CONTRACT is made this _____ day of _____, 2009 between American Auto Shield, LLC, a Wyoming corporation, hereinafter referred to as "AAS," and _____ with the correspondence address of _____, hereafter referred to as "Vendor".

I. DEFINITIONS AND FACTS

Vendor and AAS agree to the following definitions and facts:

Vendor desires to offer Vehicle Service Contracts and or Products with Product warranties (hereinafter collectively referred to as "VSC") to owners of new and used vehicles. Said VSC's will, with certain limitations, provide for payment of the repair of the purchaser's vehicle for a specific period of time and specified amount of mileage (if applicable).

Vendor also desires that the VSCs be soundly and prudently administered.

All the activities involved in said VSCs are referred to as "Program(s)".

A vehicle is defined, as used herein, as any automobile, light truck, van, bus, motorcycle, travel trailer, slide-in camper.

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

II. AAS SHALL:

1. Arrange for the deposit and maintenance of loss reserves in accordance with state regulations and/or provide insurance indemnification against losses resulting from valid purchaser's claims under the program provided that said claims are made upon items covered by a VSC issued by Vendor and accepted by AAS.
2. Prepare and supply to Vendor promotional materials, and other materials and forms required implementing the Program(s).
3. Make available a telephone number to Vendor's customers who purchase VSC's so that purchasers may contact AAS Claims Department to place claims. AAS shall arrange for payment of any necessary repair(s) to purchaser's vehicle to the extent that it is covered under the applicable VSC and further provided that the terms and conditions of said VSC have been complied with. AAS shall attempt to facilitate the prompt repair of covered vehicles at reasonable costs. AAS has the right to select repair facilities and AAS shall have sole discretion regarding repairs to be made under the VSC.
4. Have complete and sole discretion to determine whether a VSC will be accepted and the amount, if any, that should be paid for a claim under the applicable VSC.
5. NOT be liable for pre-existing conditions on vehicles covered by new and pre-owned VSC's;
6. Receive a payment pursuant to the terms of AAS's then current fee schedule with the Vendor;
7. NOT be liable for any delay in repair of a covered vehicle;
8. NOT be liable for any action of a Vendor that is unlawful.
9. NOT be bound by the terms of any particular VSC which may be given to Vendor as an illustration of the general type of VSC used by AAS;
10. NOT be liable to Vendor or purchaser for any VSC not received, not approved, or for any VSC for which AAS has not received full payment.
11. NOT be bound to accept or be liable for ineligible vehicles. Ineligible vehicles include any vehicle not listed on the current "Rate Classification Sheet" (if applicable) or otherwise excluded in the VSC at the time of the VSC sale.

III. VENDOR SHALL:

1. Retain AAS to operate and coordinate, on behalf of Vendor, a VSC Program.
2. Provide AAS with copies of any advertising/promotional material it develops to offer AAS VSCs (as outlined within Exhibit A.)
3. NOT make any representations or warranties to consumers about the VSC terms other than as set forth in the written VSC.
4. NOT sell VSC's in non permitted states (as outlined in Exhibit B). Exhibit B is subject to change from time to time.
5. Submit to AAS all VSC's sold by Vendor and remit all fees (net vendor costs) specified in the current rate schedule by the twentieth (20th) day of the month following the month in which the VSC AASs issued. All fees received by Vendor for or on behalf of AAS shall be securely held as a fiduciary trust and shall not be used for any personal or other purpose whatsoever.
6. Offer, if Vendor is a seller of automobiles, AAS's VSC to each customer of Vendor who purchases an eligible vehicle.
7. Accurately and fully advise every prospective purchaser of a VSC of the rules, regulations, terms, conditions and procedures of the VSC.
8. NOT make or authorize any repairs of vehicles covered under a VSC without prior authorization from AAS's Claims Department.
9. Following any failure by Vendor to abide by the terms of this CONTRACT and/ or the terms of the VSC, defend, indemnify, and hold harmless AAS from any and all claims suits, and damages made against AAS by VSC holders, repair facilities, or others;
10. Immediately notify AAS of any legal action brought against Vendor which relates, in any way, to a AAS VSC;
11. Abide by the terms of this CONTRACT, the rules of the Program, and any current Vendor Program Manual prepared by AAS;
12. Guarantee, in the event of cancellation of any Service Agreements, the repayment of the unearned portion of the Vendor's profit within thirty (30) days of notice from AAS as provided by the terms of the VSC.
13. Make the full refund to the customer in accordance with the terms of the Service Agreement based upon the actual VSC price.
14. Operate in accordance with laws and regulations of the United States Postal Service, the Federal Trade Commission, the Federal Communications Commission, the Federal Reserve Board, and other applicable federal, state and local laws governing the advertising, marketing and telemarketing practices, and transaction of business.
15. Repay AAS any and all costs associated with fines or punishment imposed on AAS from the unlawful acts of the Vendor within thirty (30) days of written notice.

IV. DISPUTE RESOLUTION

Any dispute or litigation arising out of this Agreement shall be adjudicated and tried in Jefferson County, Colorado, and the parties agree to submit to the jurisdiction and venue of the Colorado courts situated in Jefferson County Colorado, as the parties admit that such forum, venue and jurisdiction are proper for any such action. If any party brings suit in any other jurisdiction or venue, that action shall be dismissed and/or transferred to Jefferson County, Colorado. The parties hereby waive any right to a trial by jury in any such action. The prevailing party shall be entitled to an award of attorneys' fees and other costs incurred in connection with any such litigation or dispute.

V. RIGHT TO INSPECT

AAS shall have the right and opportunity at any time during normal business hours and upon reasonable prior notice to enter upon the premises of the Vendor and to inspect, copy and audit any books, records, reports, including those contained in or maintained on Vendor's computer system, relating to any Service Agreement, Programs or claim to which this Agreement applies or relates.

VI. MISCELLANEOUS PROVISIONS

The laws of the State of Colorado shall govern this Contract and any disputes that may arise related to it. All prior statements and representations have been merged into this Contract which may be modified only by a written document signed by each of the parties hereto, except as is otherwise stated herein.

VII. DURATION AND ASSIGNMENT

This Contract or any rights, duties or obligations herein shall not be assigned except by mutual consent of the parties in writing and any such assignment without such consent in writing shall be void and have no force or effect. This Contract is effective from the date signed until termination by thirty (30) days written notification sent by certified mail to the last known address of the other party. This Agreement shall cease and terminate on the date so fixed, provided that termination shall not operate with respect to all obligations, duties, responsibilities and liabilities of the parties set out in the Agreement as the same pertain to those Service Agreements outstanding as of the effective date of termination of this Agreement.

[VENDOR]

AMERICAN AUTO SHIELD, LLC

By: _____
Signature and Date

By: _____
Signature and Date

Name and Title

Name and Title

Agent Name (Print) _____

Agent Signature _____

Agency Name (Print) _____ Agent Number _____

Exhibit A
Sales/ Marketing Material

Attached are all materials used in the sale of a VSC provided by AAS or materials that could subsequently result in the sale of an AAS VSC, including but not limited to: letters, postcards, Voice recordings of an outbound sale call, radio ads or television ads. This Exhibit A shall be updated as Vendor employs new materials.

Exhibit B
State Review
Subject to Change

TEXAS ADDENDUM

This Texas Addendum amends the Vendor Agreement & Profile Contract ("Contract") between American Auto Shield ("AAS") and _____ ("Vendor") which has an effective date of February 10th, 2010.

1. All Definitions and Facts remain the same as set forth in the Contract.
2. Vendor will not sell any AAS VCS contract in the State of Texas unless ASS has authorized Vendor to sell such contract in the State of Texas.
3. Other Terms and Conditions Required for Texas sales by Vendor
 - a. Not use any promotional or advertising material or product unless ASS has, in writing, authorized Vendor to use such material or product in Texas.
 - b. Deliver to its customer the AAS VSC within forty-five (45) days from the date of purchase.
 - c. Not sell any AAS VSC until Vendor has received AAS's Texas training for each form of VSC contract to be sold in the State of Texas.
 - d. Vendor will incorporate into its sales practices all required Texas procedures as brought forth by AAS in its Texas training.
 - e. Immediately notify AAS of a customer complaint received by Vendor.
 - f. Vendor agrees to specifically follow Texas Occupation Code, Chapter 1304 and any regulation promulgated thereunder.

Dated this _____ day of _____, 2010.

American Auto Shield, LLC

Vendor: _____

By its: Vice President

By its: _____

VENDOR PROFILE

Vendor Number: _____

Please complete and return to AAS Marketing Department upon enrolling vendor. This will facilitate the processing of this vendor more quickly. Incomplete information cannot be processed.

1. VENDOR INFORMATION

Name _____ Federal I.D. # _____
Street Address _____ Phone (_____) _____
Mailing Address _____ Fax # (_____) _____
City _____ State _____ Zip _____
Web Site: _____ E-Mail Address: _____

2. VENDOR PERSONNEL

Gen. Mgr. _____ Ph. Extension # (_____) _____
F&I/Bus. Mgr. _____ Ph. Extension # (_____) _____
Service Mgr. _____ Ph. Extension # (_____) _____
Acct./Reporting Clerk _____ Ph. Extension # (_____) _____
Person who has authority to make decisions: _____

3. CORPORATE OWNERS

Owner #1: _____ Capacity: _____ Date of Birth: ____/____/____
Owner #2: _____ Capacity: _____ Date of Birth: ____/____/____
Owner #3: _____ Capacity: _____ Date of Birth: ____/____/____

Please circle the answer that applies.

Have any Owner(s)/ Principles ever filed personal or business bankruptcy?	Yes	No
Are any of the owners(s) or the business currently under litigation, investigations or subpoena?	Yes	No
Have any of the Owner(s) been convicted of a crime?	Yes	No
Has the business or any owner been involved in a judgment against or settlement agreement?	Yes	No

If any of the answers above are "Yes", Please attach supporting documentation and status.

5. **PRODUCTION:** Average monthly unit sales: New _____ Used _____

6. **FULLFILLMENT:** Forte Data _____ Moxy Solutions _____ Other _____

7. **VENDOR TYPE:** Auto ___ Motorcycle ___ Bus/ Van ___