



DEALER ADMINISTRATIVE AGREEMENT

THIS AGREEMENT is entered into by and between CLASSIC/NATION Motor Club, Inc d/b/a/ Nation Safe Drivers with general offices located at 800 Yamato Road, Suite 100, Boca Raton, FL 33431, herein after referred to as CLASSIC/NATION, and _____ with offices located at _____ herein after collectively referred to as "Dealer" effective _____.

WHEREAS, Dealer desires to participate in the our Key/Remote Replacement protection hereinafter referred to as the "Program"; and WHEREAS CLASSIC/NATION is willing to authorize Dealer to Participate in the Program on the terms and conditions hereunder; NOW, THEREFORE, in consideration for the mutual covenants set forth herein, the parties hereby agree as follows:

A. CLASSIFICATION

1. CLASSIC/NATION hereby grants authority to Dealer, to receive and accept applications from dealer's customers to purchase coverage under the Program.
2. CLASSIC/NATION agrees to furnish the Dealer with the necessary applications, forms and other supplies necessary for the Dealer to implement the Program, all of which shall remain the property of the CLASSIC/NATION and shall be returned to CLASSIC/NATION in the event of the termination of this Agreement.
3. CLASSIC/NATION has acquired insurance coverage, at NATION'S sole expense, which shall insure the NATION fulfills it's obligations to Dealers customers where applicable.
4. NATION agrees to maintain insurance coverage (when necessary) for the Program throughout the term of this Agreement, with regard to the coverages set forth in the Program where applicable.
5. CLASSIC/NATION agrees to investigate, process and pay all valid claims presented under the Program, and arrange for the reimbursement to the customer for valid claims under the Program.
6. CLASSIC/NATION shall be under no obligation to investigate or arrange for the payment of any claim if the Dealer fails to remit the application and required fees to the CLASSIC/NATION in accordance with this agreement.
7. CLASSIC/NATION shall not be liable for any costs or expenses incurred by the Dealer, nor for any bodily injury or property damage claims, nor for any other liabilities of any nature other than those expressly assumed herein. Dealer agrees to indemnify CLASSIC/NATION, hold CLASSIC/NATION harmless and to provide legal counsel to CLASSIC/NATION in the event of lawsuit arising from any vehicle sale or other transaction by dealer or his personnel unrelated to CLASSIC/NATION Program.

B. Indemnification

Dealer agrees to indemnify and hold CLASSIC/NATION and CLASSIC/NATION's insurer harmless from any and all claims, actions or demands from or by any federal, state or local government agency for the misrepresentations made to coverages available on the program.

C. Dealer

1. Dealer agrees to follow the instructions and procedures as outlined by the CLASSIC/NATION, including additions, deletions and amendments that the CLASSIC/NATION may furnish from time to time. Dealer will have no authority to waive or modify any terms or conditions of the policy or application.
2. Dealer agrees to hold CLASSIC/NATION and the insurer harmless for any claim submitted for which the Dealer did not remit the required fees or application to CLASSIC/NATION.
3. The Dealer agrees that coverages and terms submitted by Dealer, not in accordance with the CLASSIC/NATION's Programs and procedures set forth in this agreement constitutes breach of this Agreement and any loss or expenses related to such breach, shall be assumed by the Dealer.
4. Dealer agrees to report to CLASSIC, on forms furnished by CLASSIC, all applications and required fees as set forth in the "Schedule A" of this Agreement. This remittance shall be received by CLASSIC/NATION no later than the 15th of the month for all applications written during the previous month (and in no case will business be received more than 45 days from effective date). In the event DEALER remits business later than the 15th of the following month written, CLASSIC may return business to dealer or CLASSIC/NATION will make the effective date of the application the received date by CLASSIC/NATION. Any claims which occur prior to the received date will be denied for no coverage.
5. Dealer shall direct customers to NATION in the event of any and all questions or claims regarding the Program.
6. Upon receipt of a complete loss report, the NATION shall process the claim under the coverage obtained pursuant to Paragraph 3 of this Agreement. Dealer shall be responsible for processing any claim for a loss not reported as provided herein or under any Application, and/or waiver not reported to CLASSIC and/or for which CLASSIC/NATION has not received payment in accordance with Section C, number 4.
7. Dealer agrees to use diligence in performance of its duties hereunder and to abide by all rules, regulations, and procedures relating to the Program as provided by CLASSIC/NATION from time to time. Dealer shall not at any time be authorized to alter, supplement, modify, or waive any terms or conditions of the Program.
8. Dealer agrees to use CLASSIC/NATION for its exclusive provider of programs listed in schedule "A" for the term of this agreement.

D. Termination

Either party may terminate this Agreement at any time by giving (30) days' written notice to the other party prior to renewal period only. However CLASSIC/NATION may terminate this Agreement immediately if either party 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/applications properly issued and paid to the effective date of such termination.

E. Term

Term for this agreement shall be for 1 year and automatically renewed unless cancelled by giving 30 days written notice to either party prior to expiration.

F. General Provisions

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 CLASSIC/NATION and Dealer. Dealer shall be solely responsible for all expenses incurred in performing the terms of this agreement. Dealer is not an insurance agent on behalf of CLASSIC/NATION or the insurer and therefore shall not solicit coverage under the insurance policy obtained pursuant to Paragraph 3 above.

1. Any notices or other communication required or permitted hereunder shall be in writing and mailed by registered or certified mail (return receipt requested and postage prepaid), sent by telegram (with messenger service specified), or sent by prepaid overnight courier service.
2. Except as otherwise provided herein, neither party hereto may assign or delegate any right, duty, or obligation under this agreement to any other person or entity without the prior written consent of the other party. This Agreement and all rights and liabilities hereunder shall insure to the benefit of the parties, their successors, and permitted assigns.
3. No waiver by either party hereto of any one or more defaults by the other party in exercising any right, power or remedy shall preclude any other or further exercise thereof of the exercise of any other right, power, or remedy.
4. This agreement constitutes the full and entire understanding and agreement between the parties hereto with regard to its subject matter and supersedes all prior written or oral agreements, understandings, representations, and warranties made with respect hereto.
5. 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. The language in all parts of this Agreement is in all cases to be construed to its fair meaning and not strictly for or against any particular party. The words herein, hereof and hereunder shall be deemed to refer to this entire Agreement, except as the context otherwise requires. If any term, covenant, or condition of this Agreement or if the application of such term, covenant, or condition to any party or circumstance shall be found by a court competent jurisdiction to be, to any extent, invalid or unenforceable under any law, rule, or regulation, the remainder of the Agreement and the application of such term, covenant, or condition to parties or circumstances other than those as to which it is held invalid or unenforceable 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.

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

DEALER

DEALER TAX ID NUMBER:

This dealer's TAX ID Number is required when signing this agreement.

By: (PRINT) _____

By: (PRINT) _____

Sign: _____

Sign: _____

Title: _____

Title: _____

Date: _____



DEALER ADMINISTRATIVE AGREEMENT - SCHEDULE "A"

This schedule is attached to and forms a part of the Dealer Administrative Agreement between the CLASSIC/NATION and _____ effective _____.

CLASS OF BUSINESS:

The Authority granted under this agreement is limited to the following enumerated products, to wit:

1. Key Replacement

Dealer Costs:

- | | | | | | | |
|---------------------|-------|--------|-------|-------|-------|-------|
| 1. Key/Remote Repl: | \$400 | 1 yr\$ | 2yr\$ | 3yr\$ | 4yr\$ | 5yr\$ |
| | \$600 | 1 yr\$ | 2yr\$ | 3yr\$ | 4yr\$ | 5yr\$ |

Company reserves the right to increase prices by giving Dealership a minimum of 40 days written notice of said increase. In the event Dealership and Company cannot agree on new pricing in writing, this agreement may be terminated immediately by either party.

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

DEALER

By: (PRINT) _____

By: (PRINT) _____

Sign: _____

Sign: _____

Title: _____

Title: _____

Date: _____

CLASSIC/NATION