

**DING SHIELD  
FLORIDA PRODUCER AGREEMENT**

This DING SHIELD FLORIDA PRODUCER AGREEMENT ("Agreement") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **GAI WARRANTY COMPANY OF FLORIDA** ("Company"), 580 Walnut Street, Cincinnati, OH 45202 and

Name of Producer or Agency: \_\_\_\_\_

Address of Producer or Agency: \_\_\_\_\_

SS or Federal Employer ID: \_\_\_\_\_

FL Auto Warranty License Number: \_\_\_\_\_

Producer or Agency E Mail Address: \_\_\_\_\_

on its behalf and on behalf of the dealerships listed on Exhibit A, hereinafter, collectively, known as "Producer."

Whereas, in the State of Florida, Producer desires to submit applications to Company for the "Ding Shield Service Plan", a vehicle service contract for paintless dent removal;

Whereas, Company desires to review such applications and in its sole judgment issue Ding Shield Plans in the State of Florida with respect to such applications that meet Company's underwriting criteria.

Now, therefore, Producer and Company agree as follows:

**ARTICLE I – LICENSE AND SERVICES**

- A. Producer shall be solely responsible for obtaining and maintaining in good standing the appropriate permits and licenses, including a Producer license in the State of Florida, if required, and shall comply with all laws and regulations in offering the Ding Shield Plan to customers. Producer further warrants that such insurance license(s) shall be maintained at its expense, in full force and effect during the term of this Agreement with respect to any business transacted with Company. **Information included on Company's Producer Application Form and the license copies provided to Company by Producer shall be considered part of this Agreement.**
- B. The Ding Shield Plan is available to customers in Florida who purchase new and used vehicles; provided, however, that used vehicles are subject to the inspection procedures set forth below. Producer shall sell the Ding Shield Plan only to customers in Florida who have elected to participate under the terms and conditions and provisions provided in the registration forms (each such customer, a "Buyer"). Producer acknowledges that Dent Wizard International Corporation ("Dent Wizard") will perform the repair services on behalf of Company.
- C. To be eligible for the Ding Shield Plan, used vehicles must be inspected by a representative of Company or, if delegated by Company, by Dent Wizard and determined to be free of dents or dings. If a Company representative does not inspect the vehicle, Producer must represent and warrant that the vehicle is in a ding and dent free condition. Company shall have the right to monitor and review Producer to verify that such vehicles are in fact dent and ding free. In the event that dents or dings are found on a vehicle, the vehicle must be repaired in order for such vehicles to be included in the Ding Shield Plan. For purposes of this Agreement, a "ding" is defined as a dent of a size less than or equal to the size of a quarter, on a single panel of the vehicle.

**ARTICLE II – PRODUCER RELATIONSHIP & OBLIGATIONS**

- A. Producer shall at all times be an independent contractor of Company. Company hereby appoints Producer as its Producer for the marketing and solicitation of Ding Shield Plans in Florida. Producer's appointment shall continue until terminated in accordance with the terms of this Agreement. Producer is not an employee of Company and has no authority to bind or represent Company other than as specifically provided for in this Agreement.
- B. Company shall not be responsible for any of Producer's expenses, including but not limited to license fees, rentals, transportation, facilities, salaries, office expenses, postage, advertising, local license fees, or any other of Producer's expenses.

- C. Company shall be responsible for and pay appointment fees with state insurance departments for Producer.
- D. Other than Ding Shield Plans, Producer shall have no authority to bind coverage, to make, add to, or in any way alter any policy of insurance or other contract affecting Company, nor to waive any of Company's rights thereunder, provided, however, that Producer shall have the right to issue Ding Shield Plans in Florida accurately evidencing coverage under a policy issued by Company.
- E. Producer shall exercise the authority herein granted only in accordance with the terms and conditions hereof, and any written instructions given to it by Company from time to time. Company may change the authority granted to Producer at any time without affecting Company's right to terminate this Agreement pursuant to the terms hereof. Such instructions, guidelines, and limits shall be reviewed and revised by Company as appropriate and shall be incorporated herein by reference.
- F. Company reserves the right to alter underwriting criteria at anytime based upon its loss experience.
- G. Producer shall solicit the Ding Shield Plan in Florida only in accordance with the rates, rules, and policies filed by Company and approved, if necessary, by applicable regulatory authorities.
- H. Producer shall be responsible for the completion of all Ding Shield Plan registration forms in an unaltered, complete and truthful manner, in strict compliance with the Ding Shield Plan terms and conditions and this Agreement. Producer must submit completed Ding Shield Plan registration forms to Company before any Buyer will be eligible for benefits under the Ding Shield Plan.
- I. Company shall process and adjust claims covered by the Ding Shield Plan. Producer is subject to charges for claim costs and fees for unregistered service contracts due to the failure of Producer to correctly register service contracts in a timely manner. Producer shall submit all claims in an unaltered, complete and truthful manner, in strict compliance with the Ding Shield Plan's provisions and terms and conditions. Producer understands, and will ensure that all of its employees and Producers understand that prior authorization must be obtained from Company before payment of any claim. Producer is not authorized to directly pay any claim without the prior written authorization from Company. Producer further agrees to follow the required steps to file a claim as defined in the terms and conditions of the Buyers Registration Forms.

### **ARTICLE III - PREMIUMS/GUARANTY**

- A. Company shall provide the Ding Shield Plan at the prices listed in Exhibit B-1, attached hereto. Producer may place and retain such mark-up as a premium over the base price as Producer may determine, where allowed by Florida regulations. Company may increase the fees for the Ding Shield Plan from time to time. If an Exhibit B-2 is attached to this Agreement and executed by Company, Company will pay Producer or the applicable employee of Producer any over-charge as set forth on Exhibit B-2.
- B. For each Ding Shield Plan sold, Producer shall charge the Buyer the retail price mandated by Florida law, which may be modified from time to time. The current retail price in Florida is set forth in Exhibit C.
- C. Producer absolutely and unconditionally guarantees the collection of all premiums due for all business written by Producer with Company pursuant to this Agreement, including policies, binders, and endorsements, whether or not such premiums have been collected and Producer hereby grants Company a lien on and a right of off-set against any compensation, commission, contingent commission, or profit sharing payable to Producer pursuant to this Agreement or any other agreement in effect between Producer and Company as security for any indebtedness to Company. This Agreement shall constitute a security agreement executed in favor of Company in accordance with the provisions of the Florida Uniform Commercial Code.
- D. Producer shall issue all refunds directed and approved for cancelled Ding Shield Plans, whether such cancellation is due to requests by Buyer, lien holder rights, or state law requirements. Producer shall issue refunds directly to Buyer or lien holder after contacting Company to obtain the refund approval and refund amounts due to Producer and Buyer. Producer shall be responsible for penalties for delinquent refunds due to Buyers or lien holders as required by applicable state law.

- E. Producer shall be responsible for all applicable sales taxes resulting from sales of the Ding Shield Plan. Producer shall indemnify and hold Company harmless from any claims made by any taxing authority.
- F. Company may at any reasonable time conduct an audit of Producer's account records to verify the amount of premiums generated in connection with the insurance placed with Company by Producer pursuant to the terms of this Agreement.

#### **ARTICLE IV - TERM AND TERMINATION**

- A. This Agreement shall commence effective \_\_\_\_\_ and continue in effect until terminated.
- B. This Agreement may be terminated at any time by either party with or without cause upon 90 days prior written notice, but said termination shall not alter in any way the continued application of the Agreement to contracts in effect prior to the date of such termination.
- C. This Agreement may be terminated immediately upon notice by Company (at its option), in writing to Producer, for "Cause". Cause for purposes of this provision shall mean: (a) failure to account for or remit premiums to or other money due to Company, which remains uncured for five (5) days after Company gives notice to Producer; (b) failure to follow directions of Company, which remains uncured for ten (10) days after Company gives notice to Producer; (c) Producer's failure to perform any services required under this Agreement which remains uncured for ten (10) days after Company gives notice to Producer; (d) abandonment of its business; (e) failure to maintain the licenses necessary to conduct the business which is the subject of this Agreement and in jurisdictions where the insurance is offered; (f) a general assignment for the benefit of creditors, an application for or consent to the appointment of a receiver or liquidator of all or a substantial part of assets, an adjudication as a debtor or an entry of an order for relief under the United States Bankruptcy Code or any other similar state or local law, the filing of a voluntary petition of bankruptcy or the filing of a petition or an answer seeking to take advantage of any other similar law (whether federal, state, or local) relating to the relief of debtors, or an admittance (by answer, default, or otherwise) of the material allegations of any petition filed in any bankruptcy, insolvency, or other similar proceeding (whether, federal, state, or local) relating to relief of debtors, the entrance of a judgment, decree, or order entered in any court of competent jurisdiction which remains unstayed and in effect for thirty (30) consecutive days which approves a petition appointing a receiver or liquidator of all or a substantial part of assets, any other action in order to take effect of any of the foregoing; or (g) the sale of all or substantially all of the assets of Producer, or a change of control of the equity ownership of Producer, whether by operation of law or otherwise. Termination for Cause within the meaning of Subparagraphs (d), (e), (f) or (g) of this Article IV, Paragraph C, shall take effect when Company shall have delivered to Producer a written notice stating the existence of circumstances constituting Cause.
- D. Upon termination by either party, Producer shall return to Company all forms used by Producer to sell the Ding Shield Plan.

#### **ARTICLE V – COMPENSATION**

Producer may retain as compensation the amount of premium above the amount charged by Company for the Ding Shield Plan.

#### **ARTICLE VI – CONFIDENTIAL INFORMATION**

During and after the termination of this Agreement, each party agrees not to disclose or use (other than as necessary to carry out the terms of this Agreement) any information of a confidential or proprietary nature, including without limitation, customer lists, pricing and sales data, business plans and processes ("Confidential Information"), obtained from the other party, except that the following shall not constitute "Confidential Information" hereunder: (i) information that is already known by the receiving party; (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement; (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis ; (iv) information that is required to be disclosed under applicable laws, rules or regulations or in response to any court order or summons provided that prior to such disclosure, the receiving party shall provide the disclosing party with written notice of such disclosure and shall reasonably cooperate with the disclosing party in attempting to prevent such disclosure; and (v) information disclosed by the receiving party in the enforcement of its rights under this Agreement. The receiving party will use at least the same degree of

care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The obligations under this Article shall survive the termination of this Agreement.

**ARTICLE VII- ADVERTISING**

- A. Producer shall use reasonable efforts to advertise and promote the Ding Shield Plan by adding the Ding Shield Plan to its F&I menu and shall prominently display promotional materials provided as appropriate in Producer’s facilities.
- B. No advertising or printed material or electronic media of any sort that uses the name or logo of Company or pertains to Company’s business, except such material which is furnished by Company or which has been approved in writing by Company, will be used by Producer.

**ARTICLE VIII - REVISIONS**

This Agreement may be revised by Company upon giving thirty (30) days prior written notice to Producer setting forth the revisions and their effective dates. If within ten (10) days of such notice, Producer makes a written request, Company agrees to confer with Producer regarding the revisions. Upon compliance by Company with the provisions of this Paragraph, the revisions shall become effective on the date specified in the notice.

**ARTICLE IX – INDEMNITY AND HOLD HARMLESS**

- A. Company shall indemnify and hold Producer harmless against any liabilities Producer may incur as a result of any act of Company in violation of this Agreement or error by Company in the processing or handling of the business under this Agreement or any action of Company which is in violation of any law or regulation, except to the extent Producer has caused, contributed to, or compounded such failure.
- B. Producer shall indemnify and hold Company, its agents and its independent contractors harmless against any liabilities Company may incur as a result of any act of Producer in violation of this Agreement or outside the scope of authority granted to Producer pursuant to this Agreement or any action of Producer which is in violation of any law or regulation, except to the extent Company, its agents or its independent contractors caused, contributed to, or compounded such failure. This indemnity shall include the obligation of Producer to reimburse Company in the event Company shall be required to pay a claim for which Producer has not remitted premium on a timely basis.

**ARTICLE- X - ENTIRE AGREEMENT**

All dealerships listed on Exhibit A are subject to the terms and conditions of this agreement. This Agreement, together with the Exhibits attached hereto and hereby incorporated herein by reference, constitutes the complete, final and exclusive understanding and agreement among Producer and Company with respect to Ding Shield Plan sales and promotions in Florida, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication among Company and Producer with respect to the Ding Shield Plan. If Producer has dealership or other locations outside the State of Florida, the parties acknowledge, that, except with regard to Ding Shield Plans sold and promoted in Florida, this Agreement does not modify, supersede or replace any other agreement currently in place or entered into in the future for the sale of Ding Shield Plans.

*[Signature page follows.]*

**IN WITNESS WHEREOF** Company and Producer have signed this Ding Shield Florida Producer Agreement on the date written above.

\_\_\_\_\_  
Producer

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**GAI WARRANTY COMPANY OF FLORIDA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Exhibit A

The dealerships listed below shall abide by the terms and conditions of this Producer Agreement.

Dealer Name:

FL Auto Warranty License Number:

By:  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit B-1

**Ding Shield Program Pricing**

Premium Program

	3 YEAR	4 YEAR	5 YEAR
<b>PRODUCER COST</b>	\$	\$	\$

\*NOTE: Cost must include any Dealer Management Charges as listed on Exhibit B-2

Exhibit B-2

**Management Charge**

**Ding Shield Premium Program**

3 YEAR	4 YEAR	5 YEAR
\$	\$	\$

Dealer F & I Management Charge:

Payable to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address (if different to Dealer)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Exhibit C  
Retail Rates

**Premium Unlimited**

Vehicle Type	1 year	3 year	4 year	5 year
Non Luxury	\$ 199.00	\$ 399.00	\$ 499.00	\$ 599.00
Luxury	\$ 299.00	\$ 499.00	\$ 599.00	\$ 699.00