

DEALER INFORMATION			
DEALERSHIP NAME (FRANCHISE BRAND IF APPLICABLE)		LTD/INC. # (IF APPLICABLE)	
ADDRESS	CITY	PROVINCE	POSTAL CODE
BUSINESS PHONE NUMBER	BUSINESS FAX NUMBER	EMAIL ADDRESS	
GENERAL MANAGER	DEALER PRINCIPAL	BUSINESS MANAGER	ACCOUNT PAYABLE

AGREEMENT

This Agreement is made the _____ day of _____ 20____ (“Effective Date”) by the above listed Dealership (“Dealer”) and Assurant Services Canada Inc. (“Assurant”).

WHEREAS Dealer makes available various motor vehicle extended service offerings and program to its customers; AND WHEREAS Assurant provides and administers vehicle protection service and coverage plans, programs and products (collectively the “Programs”) and desires Dealer to facilitate the sale of these Programs; AND WHEREAS Dealer agrees to make available the Programs in accordance with terms of this Agreement; NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and for good and valuable consideration, the parties, intending to be legally bound hereby, agree as follows:

- Assurant hereby agrees to:
 - Install, maintain and administer its Programs as sold by Dealer; and
 - Supply all necessary forms, applications, rate charts, marketing materials and all such other forms as Assurant may hereafter deem necessary to supply for use under the Programs in quantities needed by the Dealer (collectively, “Program Materials”).
 - The Programs include, but are not limited to the foregoing: Advantage, AdvantagePlus, Select, Gold Seal Protection, Diamond Protection, Road Hazard, Etch, RV, GAP, and Creditor Insurance. Assurant may update this list of Programs and such modifications will not require the agreement of the Dealer or a formal amendment to this Agreement.
- Dealer hereby agrees to:
 - Follow all guidelines as issued by Assurant outlining customer and vehicle eligibility for the Programs.
 - Follow guidelines as to vehicle eligibility by ensuring all vehicles have been inspected and are in proper, sound, road-worthy mechanical condition at the time of sale. For certainty, any pre-existing conditions and/or misdiagnosis of the vehicle shall become the sole liability of the Dealer.
 - Review the terms and conditions of the Programs with the customer and to contact Assurant prior to proceeding with any repairs. Dealer hereby agrees that an Authorization Number must be issued by Assurant and obtained by the Dealer prior to repair proceedings. Dealer bears all liability for costs incurred on repairs conducted prior to approval and issuance of an Authorization Number by Assurant.
 - Remain responsible for all monies collected by Dealer relating to the sale of the Programs. Further it is agreed that all monies relating to the Program is (i) the sole property of Assurant, (ii) is held by Dealer in trust for the exclusive benefit of Assurant and (iii) must be remitted in accordance with the terms of the Application Form. If no remittance time is listed on the Application Form, Dealer must remit the monies within ten (10) days of the month following the month the Programs were sold. Dealer remains solely liable for claims arising under the Programs where the Application Forms and full remittance monies were not forwarded within ten (10) days of the month following the month of sale.
 - Honour the request of Assurant and/or creditors by refunding the pro-rata portion of the retail mark-up under the Program in the case of a refund request by the customer and/or creditor. Dealer’s obligation under this section shall survive any cancellation and/or termination of this Agreement. Refunds must be accompanied by appropriate documentation.
- Assurant assumes no liability or responsibility for (i) the workmanship, quality of repairs and replacement of parts done by the Dealers and/or repair centres; (ii) misdiagnosis, false claims, bodily injury, property damage caused directly or indirectly by the failure/malfunction of the vehicle or any part thereof. Assurant’s liability and responsibility is limited specifically to those as outlined in Program Materials.
- Upon termination of this Agreement, Dealer must return all Program Materials, including Application Forms to Assurant.
- Dealer must maintain all necessary licensing required now or in the future by applicable governmental authorities. Dealer must immediately advise Assurant in the event a license is revoked or lapsed and cease the sale of the Programs until licensing is renewed and/or acquired.
- This Agreement commences on the Effective Date and shall continue in full force and effect indefinitely, until such time as written notice of termination is provided by one party to the other.
- Upon termination of this Agreement, Dealer must cease to make available the Programs and make payment of all monies due to Assurant. Notwithstanding the foregoing, the parties shall remain accountable for the performance of their obligations under all previously issued Programs for which payment was remitted by Dealer to Assurant in accordance with the timeframes outlined in section 2d.
- All notices and correspondence pertaining to this Agreement must be in writing signed by the party and delivered by hand or by a nationally recognized courier service to each parties’ address, as may be amended in writing from time to time.
- This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and enure to the benefit of any permitted successors and assigns.
- Assurant agrees that it shall indemnify and hold the Dealer harmless from any loss, claim, cause of action, liability, expense, cost or other damage of any kind or amount whatsoever, without limitation, reasonable attorney fees, costs of court, and other costs of defense or prosecution, which arise out of or result from any negligence or other misconduct of Assurant’s performance of its duties under this Agreement. This indemnity includes any claims or causes of action which must be asserted by any person who is not a party to this Agreement.
- Dealer agrees to indemnify and save Assurant, their affiliates and respective officers, directors and employees (collectively “Program Indemnitees”) harmless from and against all claims, actions, damages, losses or expenses of any kind or nature incurred or suffered by Program Indemnitees directly or indirectly based on, arising out of, or resulting from (i) failure of the Dealer to perform pursuant to the provisions, promises and terms of this Agreement; and (ii) the negligent or wrongful acts, fraud, failures to act or submit in a timely manner, representations, misrepresentations or omissions of Dealer in connection with the sale or marketing of the Programs. The obligations of Dealer outlined in this section shall survive termination or cancellation of this Agreement.
- Dealer is responsible for the issuance and management of all usernames and passwords as used by Dealer staff, employees and representatives (collectively, Dealer Personal). Any changes to Dealer Personal must immediately be communicated to Assurant. For certainty, all Program sales processed online by Dealer Personal using the Dealer issued usernames and passwords shall be considered valid sales by Assurant, and Dealer will become responsible for (i) the performance of services as outlined in the Programs; and (ii) remittance of applicable monies thereunder.
- This Agreement may be signed in one or more counterparts (including by electronic transmission), each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSURANT SERVICES CANADA INC. *I have authority to bind the corporation	DEALER SIGNATURE *I have authority to bind the corporation
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TITLE	TITLE

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