DEALER AGREEMENT

***Dealer/Name Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*Dealer)**

***DAA /Name Address:*** Dominion Automobile Association (2004) 195 Dufferin Avenue, Suite 200, London, Ontario, Canada N6A 1K7 (**DAA**)

***Effective Date:***

***Provisions:***

1. Dealer shall sell to its customers DAA Emergency Roadside Services and/or ancillary products (Services) agreed to by DAA. The Dealer is authorized to accept and immediately send to DAA signed customer contracts for Services which contracts have also been agreed to by DAA as to form and content.

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## 2. DAA and Dealer shall agree to the Dealer wholesale price for each customer Service contract sold as provided in Exhibit A, attached hereto and made a part of this Agreement. These wholesale amounts shall be remitted to DAA by Dealer with any applicable sales taxes within fifteen (15) days of the end of each month. DAA reserves the right to modify Dealer wholesale prices for future customer Service contracts upon sixty (60) days prior written notice to Dealer.

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## 3. DAA shall provide its Services itself or through its independent service providers to Dealer customers purchasing Service contracts.

## 4. This Agreement is in effect until terminated by either party at any time upon sixty (60) days prior written notice, or immediately with written notice by a party to the other party due to their breach of this Agreement.

## 5. Each party shall indemnify, defend, and hold harmless the other party, its affiliates, and its officers, directors, employees, and agents of and from any and all losses, liabilities, damages, claims, causes of action or any other expenses including, but not limited to, reasonable attorney fees and expenses, which are asserted against or incurred by such indemnified party as a result of or arising out of the indemnifying party’s breach any of its duties or responsibilities or the provisions of this Agreement, or its negligence or willful misconduct.

6. DAA and Dealer are separate, distinct and independent entities whose relationship shall not be construed for any reason whatsoever to be anything other than as is set forth herein, and furthermore, said relationship shall especially not be considered to be employee and employer. Dealer shall have no authority to contract on DAA’s behalf or bind DAA in any manner except as provided under the terms of this Agreement.

## 7. Neither party has the right to use the other party’s name(s) trademark, symbol or slogan in any way without that other party’s express written consent.

8. This Agreement is the entire and complete agreement of the parties and supersedes all prior agreements, whether oral or in writing. This Agreement may be modified, amended, or assigned only in writing agreed to and signed by officers of both parties.

9. The failure of either party to insist upon strict performance of a provision or exercise any right hereunder shall not be construed as waiver of such party’s right to rely on such provision or assert any such right in that or any other instance.

10. This Agreement does not provide any other person other than the parties to this Agreement any rights or remedies.

11. All notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be given by registered mail/courier with signature required, addressed to a party at its address provided above. Notice shall be deemed to have been received on the date of receipt by a party.

12. Each party shall maintain books and records of all activities relevant to this Agreement according to standard business practices. Each party shall provide the other with access to such books and records during normal business hours at the reviewing party’s expense and with not less than five (5) business days prior written notice for purposes of auditing the reviewed party’s performance under this Agreement. Each party shall preserve all such books and records for a period of not less than two (2) years after the expiration or termination of this Agreement.

13. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, and any claims or disputes or litigation related to this Agreement shall be brought or adjudicated in the provincial courts of Ontario or federal courts of Canada

**WHEREFORE** the parties have executed this Agreement the date and year first above written.

## Dominion Automobile Association (2004) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

This Exhibit A is to the Dominion Automobile Association (2004)(DAA) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Dealer) Agreement of \_\_\_\_\_\_\_, 20\_\_.

Dealer shall pay DAA the Dealer wholesale prices for sold customer service contracts as provided below and in the Agreement between the parties.

**Program Class Wholesale Price by Monthly Contract**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Key/ Remote Protection** |  |  | **12** | **24** | **36** | **48** | **60** |  |
|  | Standard |  | $ 85.00 | $ 89.00 | $ 95.00 | $ 100.00 | $ 105.00 |  |
|  | Highline |  | $ 105.00 | $ 125.00 | $ 135.00 | $ 140.00 | $ 150.00 |  |
| **Tire & Wheel** |  |  | **12** | **24** | **36** | **48** | **60** |  |
|  | Standard |  | $ 105.00 | $ 115.00 | $ 120.00 | $ 125.00 | $ 130.00 |  |
|  | Highline |  | $ 230.00 | $ 235.00 | $ 240.00 | $ 250.00 | $ 255.00 |  |
|  | Super Highline |  | $ 475.00 | $ 500.00 | $ 525.00 | $ 560.00 | $ 600.00 |  |
| **Road Hazard Protection Gold** |  |  | **12** | **24** | **36** | **48** | **60** |  |
|  | Standard |  | $ 225.00 | $ 235.00 | $ 245.00 | $ 255.00 | $ 275.00 |  |
|  | Highline |  | $ 380.00 | $ 395.00 | $ 410.00 | $ 425.00 | $ 435.00 |  |
|  | Super Highline |  | $ 750.00 | $ 760.00 | $ 770.00 | $ 795.00 | $ 810.00 |  |
| **Road Hazard Protection Platinum Plus** |  |  | **12** | **24** | **36** | **48** | **60** |  |
|  | Standard |  | $ 245.00 | $ 255.00 | $ 265.00 | $ 280.00 | $ 295.00 |  |
|  | Highline |  | $ 405.00 | $ 420.00 | $ 435.00 | $ 450.00 | $ 460.00 |  |
|  | Super Highline |  | $ 775.00 | $ 785.00 | $ 795.00 | $ 820.00 | $ 830.00 |  |
| **Theft Plus** |  |  | **12** | **24** | **36** | **48** | **60** |  |
|  | $2000 Benefit |  | $ 70.00 | $ 75.00 | $ 80.00 | $ 85.00 | $ 90.00 |  |
|  | Power Sports $1000 |  | x | x | x | x | $110.00 |  |
|  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Standard** - Buick, Chevrolet (except Corvette), Chrysler, Dodge (except Viper), Ford (except GT350), GMC, Honda, Hyundai, Isuzu, Jeep, Kia, Mazda, Mitsubishi, Nissan, Saturn, Subaru, Suzuki, Toyota, Volkswagen. | | | |  |  |
|  |  |  |  |
| **Highline** - SAAB, Volvo, Land Rover, Lincoln, Cadillac, Jaguar, Hummer, Lexus, Infiniti, Acura | | | |  |  |
|  |  |  |  |
| **Super Highline** - Mercedes, Audi, BMW, Mini | | | |  |  |

**Power Sports- Motorcycles, ATV’s, Snowmobiles, PWC’s**