



*Western Service Contract Corp.  
Vehicle Extended Service Contract Program  
Dealer Agreement*



This Agreement, made and entered into by and between Western Service Contract Corporation, Menlo Park, California, hereinafter refer to as we, our, and

Name: \_\_\_\_\_  
 DBA: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

hereinafter referred to as you and your.

WITNESSETH THAT:

Pursuant to request that our facilities be made available to you, the undersigned, grant you authority to issue service contracts for mechanical performance of motor vehicles including motorcycles and personal watercraft ("Vehicles"); and to solicit service protection applied for by various purchasers who purchase Vehicles from you.

IT IS HEREBY AGREED between us and you as follows:

1. You have the authority to issue Western Service Contract Corp. Service Contracts as we have authorized you to write as below outlined; and to collect payment for the cost thereof. Your commission shall be the difference between the Net Dealer Cost and the Retail Selling Price of the service contract
2. You may effect the coverage on the service contract as of the date indicated in the service contract. You will collect the cost of the service contract and remit the net contract fees with the contract with the complete register within five (5) days after the end of the month in which business was written. There will be a late fee assessed of \$25 per late contract the second month the remittance is late in the calendar year. In the event you do not remit business to us for any period consisting of at least ninety (90) consecutive days, this agreement is terminated. Acceptance of any late payments will not be deemed a waiver as to time of payment.

All money received by you will be held in trust for us until delivered to us. This trust relationship cannot be waived in any manner.

3. You agree to refund to the lender or the contract holder if no lender, the pro-rata portion of the dealer commission on the service contract charge in accordance with the cancellation agreement in the event of a repossession, unwind or cancellation of contract.
4. You agree to report directly to us all claims, using the forms provided or via internet.

In the event of a claim, you will contact us and receive a claim authorization number prior to proceeding with any repairs. Repairs made by you without obtaining a claim authorization number from us will be considered unauthorized and a breach of this agreement and we will have no liability for said repairs.



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You agree to charge a shop labor rate of \$ (Posted) per hour and will accept as full settlement the flat rate time hours as stated in applicable national repair manual(s) and provide all parts at manufacturers suggested retail parts pricing (MSRP) or less.

You further agree to collect the deductible amount shown on the Declarations Page, plus any items not covered under the service contract. It is agreed that all claims not submitted to us within a 90-day period from the date the performance of the services will not be honored by us and we shall have no liability for such claims.

5. Western Service Contract Corp. assumes no obligation for the workmanship, quality of repairs or replacements parts, nor for any bodily injury or property damage caused directly or indirectly by failure or malfunction, or any other cause of a vehicle or any part thereof; nor for any other obligation not specifically provided for in the service contract.
6. We will not be responsible for your expenses such as rentals, transportation facilities, local license fees, adjustments by you or any other of your expenses whatsoever unless specifically included in the service contract.
7. This agreement supersedes all previous Agreements, either verbal or written, between us and you. This agreement will not be amended by any verbal statements by whosoever made, and no such statement shall be binding upon us unless the same shall have been reduced to writing and signed by an officer of ours.
8. Except under number 2, this Agreement may be terminated by either party hereto by giving the other party thirty (30) days' written notice of such termination by United States mail, postage prepaid, addressed to the last known address of the other party.
9. In the event of our default in the performance of any of the terms, covenants or conditions of this Agreement, you will not later than five (5) days after knowledge of such default notify in writing the insurer with a statement of the facts showing such default.
10. We agree that, subject to reservation of rights, in the event you are sued by the holder of the service contract claiming erroneous denial of coverage under the terms of said contract, we will provide legal defense to you in such action if the following conditions have been met:
  - a) The allegations in the complaint arise out of the alleged failure or refusal to honor a claim which should have been provided or paid pursuant to the terms of the service contract.
  - b) You will warrant and represent to us that you have been made no misrepresentation to the service contract holder concerning the Vehicles or concerning the terms of the coverage under the service contract.
  - c) The claim was presented to us for acceptance or denial and we deny that the claim on the grounds the claim was not within the terms of the service contract.
  - d) You cooperate fully and fairly with our defense of the action, including but not limited to providing us or our legal counsel defending the action, with all pertinent documents, statements and records.



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We will not provide a legal defense for any claim made by the contract holder or other party which does not arise out of failure or refusal to honor a claim within the terms of the service contract, and with respect to such claims you agree to provide your own defense.

- 11. You shall hold harmless, indemnify, and defend us against all claims, liability, damage, costs, and expenses (including attorneys' fees) caused by you and/or your employee's act or omission to act which arises from any service contract which is not reported to us or which is the result of an act or omission to act of the Dealer or Dealer's employees or representatives.
- 12. This Agreement shall be controlled by and constructed under the Laws of the State of California.

IN WITNESS WHEREOF, The parties hereto have hereunder set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

DEALER:

\_\_\_\_\_

\_\_\_\_\_

COMPANY:

\_\_\_\_\_

Dealer Code: \_\_\_\_\_

**WESTERN SERVICE CONTRACT CORPORATION  
VEHICLE SERVICE CONTRACT PROGRAM**

**FIRST AMENDMENT TO DEALER AGREEMENT**

**WHEREAS**, Western Service Contract Corporation, hereinafter “We or Western” has automated its contract-binding procedure. Western will no longer use or accept any pre-printed service contract forms.

**NOW THEREFORE**, the Dealer Agreement between Western Service Contract and the undersigned Dealer is amended to read as follows:

Section 2 of the Agreement is removed in its entirety and now reads as follows:

“2. *You may effectuate coverage on the service contract in compliance with program and service contract requirements and guidelines. You may only bind service contracts through Western’s online system. The service contract must be paid in full at the time of binding, unless Western provides you express written authorization to remit payment in another manner. You agree to indemnify, defend and hold harmless Western for any and all claims, liability, damages, costs and expenses (including attorneys’ fees) arising from or in any way related to service contracts bound in any manner, except as set forth herein and/or for written service contracts that do not comply with the program requirements and service contract guidelines. If you fail to comply with any contract terms set forth herein above, Western may immediately terminate this agreement.*”

**RESOLVED**, the above clause is incorporated into the Dealer Agreement. All other terms and conditions of the Dealer Agreement, not expressly modified herein, shall remain in full force and effect. The duly authorized party representatives hereby execute this First Amendment to the Agreement below, effective as dated below.

**WESTERN SERVICE CONTRACT** \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

**PLEASE FAX TO (650) 780-4817**



**PROCEDURES FOR SUPPORTING THE ABOVE COMPANIES**

- Contact company with Policy or Contract Number
  - a) Have predetermined estimate for repair
  - b) Get confirmation of coverage
  
- Dealership will support the efforts of PSIC, The McGraw Group and Western Service Contract Corp. by:
  - a) Working to repair parts and vehicle first
  - b) Charging part prices that do not exceed MSRP
  - c) Charging labor prices that do not exceed posted labor rates
  - d) Not charging estimate fees on obvious total losses or if the dealer performs the repair
  - e) Allowing reasonable time (14 days) for total losses to be removed before a storage fee is applied, and giving a courtesy call before charging a storage fee (7 day advance).

Producer/Dealer Name:		Dealer/Producer #
D.B.A.:		
Address:		City:
State:	Zip:	Email:
Phone:		Fax:

General Mgr Name: \_\_\_\_\_ Service Mgr Name: \_\_\_\_\_

I, the undersigned, agree to the provisions listed above with the express understanding that this agreement applies to all affiliates of this dealership.

Owner's Name: \_\_\_\_\_ Owners Signature: \_\_\_\_\_

PSIC/McGraw/WSC Rep: \_\_\_\_\_ Date: \_\_\_\_\_



# Western Service Contract Corp. Producer/Dealer Information



### Dealership Information:

Producer/Dealer Name:			
D.B.A.:			
Address:			City:
State:	Zip:	Email:	
Phone:		Fax:	

Sole Proprietorship                       Partnership                       Corporation

Tax I.D. Number: \_\_\_\_\_

Motorcycle/ATV                       Watercraft                       Snowmobile

### Dealership Principal's Information:

First Name:		Last Name:		Middle:
Address (Home):			City:	
State:	Zip:	Phone (Home):		

### Franchises (Please List All):

1.	4.	7.
2.	5.	8.
3.	6.	9.

Please Return To:

**WESTERN SERVICE CONTRACT CORPORATION**  
**3601 HAVEN AVENUE**  
**MENLO PARK, CA 94025**  
**(650)780-4800 (800)543-5225 F: (650)780-4833**

# The McGraw Group of Affiliated Companies

## CREDIT CARD PRE-AUTHORIZATION AGREEMENT

New Credit Card Account       Change Account Number       Change Contact Information

### SECTION I

	<b>Producer Number</b>
<b>Business Name</b>	<b>Phone Number</b>
<b>Business Mailing Address (Number, Street, Box Number)</b>	
<b>Business Mailing Address (City, State, Zip)</b>	
<b>Contact Person</b>	<b>Phone Number</b>
<b>Name on Credit Card</b>	
<b>Credit Card Number</b>	<b>Expiration Date</b>

I hereby authorize The McGraw Group of Affiliated Companies to initiate debit entries from the credit card listed above. This authorization is to remain in full force until written notification of termination is received by either party, in such time and in such manner as to afford The McGraw Group of Affiliated Companies the opportunity to act upon it.

<b>Authorized Signature</b>	<b>Title</b>	<b>Date</b>

**IMPORTANT:** Please allow 24 hrs from submission of this fax for account to be activated.

We accept



**FAX TO: 650-780-4817**

# The McGraw Group of Affiliated Companies

## ELECTRONIC FUNDS TRANSFER AUTHORIZATION AGREEMENT

- New EFT Filer       Change Bank Account       Change Contact Information  
 Check for ZapApp Use – ADR# \_\_\_\_\_       Check for Website Use

### SECTION I

		Producer Number
Business Name		Phone Number
Business Mailing Address (Number, Street, Box Number)		
Business Mailing Address (City, State, Zip)		
EFT Contact Person		Phone Number

### SECTION II

Bank Name		Phone Number
Bank Address		
Bank Account Number		Routing Transit Number

I hereby authorize The McGraw Group of Affiliated Companies to initiate debit entries from the bank account listed above. This authorization is to remain in full force until written notification of termination is received by either party, in such time and in such manner as to afford The McGraw Group of Affiliated Companies and Depository a reasonable opportunity to act upon it.

Signature	Title	Date
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***IMPORTANT: You must attach a voided check or bank specification sheet from the account to be debited. These will provide verification of your bank account and routing transit numbers. Please allow 48 hrs from submission for account to be activated.***

**FAX TO: 650-780-4817**



# Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>								
<b>or</b>								
<b>Employer identification number</b>								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,