



Dealer Enrollment Form

Dealership Name _____

Dealership Group(if any) _____ Franchise Brands _____

Main Phone No. _____ Website _____

Street Address _____

City _____ State _____ Zip Code _____

F&I Directors Name _____

Phone Number _____

F&I Directors E-mail _____

Fax Number _____ Number of F&I Managers _____

Office Admin. Manager _____ Phone No. _____

Office Admin. Manager Email _____ Fax No. _____

Service Manager's _____ Phone No. _____

General Manager's _____ Phone No. _____

Sales Agency Name _____

Contact _____ Phone No. _____

Email _____ Fax No. _____

Fax this completed Enrollment Form along with the Dealer Service Agreement to: 314-592-1925

Dent Wizard • 4710 Earth City Expressway, Bridgeton, MO 63044 • 1-800-458-7072

**DING SHIELD MEMBERSHIP PLAN
DEALER SERVICES AGREEMENT – NEW YORK**

THIS AGREEMENT (the “Agreement”) is made and entered into this ___ day of _____, 20__ , by and among DENT WIZARD INTERNATIONAL CORPORATION, a Delaware corporation (“**DWIC**”), and _____ (“**Dealer**”), a _____, _____.

**ARTICLE 1
PRODUCTS AND SERVICES**

1.1 DWIC shall provide quality paintless dent removal services to Dealer’s customers who have elected to purchase a “Ding Shield Membership Plan” (the “**Shield Plan**”). Dealer wishes to act as DWIC’s agent in selling the Shield Plan to Dealer’s customers (“**Buyers**”). A description of the terms and conditions of the Shield Plan is set forth in the forms, documents, reports and agreements required to enroll Buyers into the Shield Plan (“**Buyer Registration Forms**”) provided to Dealer for distribution to Dealer’s customers (the “**Buyer**”), a sample of which is attached hereto as Exhibit A. DWIC shall promptly provide Dealer with copies of any updated or amended versions of the Buyer Registration Forms.

1.2 The Shield Plan is available to customers who purchase new vehicles and customers who purchase used vehicles; provided, however, that used vehicles are subject to the inspection procedures set forth in Exhibit B, attached hereto and incorporated by reference. Dealer understands the Shield Plan provides the Buyer with discounted service fee for each repair and shall sell the Shield Plan only to Buyers who have elected to participate under the terms and conditions and provisions provided in the Buyer Registration Forms.

1.3 Except as otherwise expressly set forth in the Shield Plan, DWIC’s performance of the services in connection with the Shield Plan shall be governed by the terms and conditions of this Agreement. DWIC agrees to permit a third party service contract provider to sell the Shield Plan to Dealer providing said service contract provider meets the performance standards set forth by DWIC and Dealer and executes a separate License and Vendor Agreement reasonably acceptable to DWIC and Dealer.

**ARTICLE 2
SHIELD PLAN REGISTRATION AND PAYMENTS.**

2.1 Dealer shall be responsible for the completion of all Buyer Registration Forms. Dealer must submit completed Buyer Registration Forms to DWIC before any Buyer will be eligible for benefits under the Shield Plan.

2.2 Dealer shall complete and submit all Buyer Registration Forms in an unaltered, complete and truthful manner, in strict compliance with the Shield Plan terms and conditions and this Agreement. All Buyer Registration Forms shall be submitted to DWIC upon execution.

2.3 DWIC shall have the right to offset any amounts due to Dealer against any amounts due from Dealer under this Agreement for the services provided by DWIC.

**ARTICLE 3
PROMOTIONAL MATERIALS AND TRAINING**

3.1 Dealer shall use reasonable efforts to advertise and promote the Shield Plan by adding the Shield Plan to its F& I menu and shall prominently display promotional materials provided as appropriate in Dealer’s facilities.

3.2 All advertising, marketing, and promotional materials used to promote the Shield Plan must be supplied by, or be first approved by DWIC. Dealer shall deliver to DWIC, as requested, all outdated materials, at DWIC’s expense.

3.3 DWIC shall provide, as applicable, initial and ongoing Dealer staff training on the benefits of its Shield Plan at no additional cost to Dealer.

ARTICLE 4 PRICING

4.1 DWIC shall provide the Shield Plan at the prices listed in Exhibit C-1, attached hereto and incorporated by reference. Dealer may place and retain such mark-up over the base price as the Dealer may determine, where allowed by state regulations. If an Exhibit C-2 is attached to this agreement and completed, DWIC will pay Dealer or employee of Dealer any over-charge as set forth on Exhibit C-2

4.2 DWIC may increase the fees for the Shield Plan if DWIC's expenses for the Shield Plan services increase due to: (1) changes in federal or state laws or regulations, (2) changes in DWIC's insurance rates, or (3) DWIC is required to increase the amount held in its reserves.

4.3 If required by any applicable state or federal law, Dealer shall charge its customers the applicable retail price for each Shield Plan sold.

ARTICLE 5 RESTRICTIONS

Dealer acknowledges and agrees that it shall not be permitted and shall not allow its various branches, subsidiaries or divisions to sell the Shield Plan provided by DWIC within any of the states set forth in Exhibit D, attached hereto and incorporated by reference.

ARTICLE 6 LICENSE

DWIC grants Dealer (i) a non-exclusive, revocable, non-transferable license to use of their respective names, logos, brands and trademarks (collectively, "**Marks**") for the purpose of advertising and promoting the Shield Plan. All such advertising and promotion must be approved in writing by DWIC. Dealer has no rights in or to the Marks except those expressly granted by this Agreement and Dealer's right to use the Marks expires upon the termination of this Agreement.

ARTICLE 7 CLAIMS

7.1 DWIC shall process and adjust claims covered by the Shield Plan in accordance with the provisions and terms and conditions contained in the Buyers Registration Forms. Dealer is subject to charges for claim costs and fees for unregistered warranties due to the failure of Dealer to correctly register warranties in a timely manner.

7.2 Dealer shall submit all claims in an unaltered, complete and truthful manner, in strict compliance with the Shield Plan's provisions and terms and conditions.

7.3 Dealer understands, and will ensure that all of its employees and agents understand that prior authorization must be obtained from DWIC before payment of any warranty claims is made. Dealer is not authorized to directly pay any warranty claim without the prior written authorization from DWIC. Dealer further agrees to follow the required steps to file a claim as defined in the terms and conditions of the Buyers Registration Forms.

**ARTICLE 8
REFUNDS AND CANCELLATIONS**

8.1 Dealer shall comply with all laws and regulations in offering the Shield Plan to Buyers including procuring and maintaining in good standing all licenses and permits required under applicable law.

8.2 Dealer shall issue all refunds directed and approved for cancelled Buyer Registration Forms, whether such cancellation is due to requests by Buyer, lien holder rights, or state law requirements. Dealer shall issue refunds directly to the Buyer or lien holder after contacting DWIC to obtain the refund approval and refund amounts due to Dealer and Buyer. Dealer shall be responsible for penalties for delinquent refunds due to Buyers or lien holders as required by applicable state law.

**ARTICLE 9
TAXES**

Dealer shall be responsible for all applicable sales taxes resulting from sales of the Shield Plan or claims under the Shield Plan. Dealer shall indemnify and hold DWIC harmless from any claims made against Dealer by any taxing authority.

**ARTICLE 10
TERM AND TERMINATION**

The term of this Agreement shall be for a period of one year from the date of this Agreement and shall automatically renew annually for additional one (1) year terms on each anniversary unless terminated in accordance with the terms of this Agreement. Either party may terminate this Agreement for any reason by providing the other party with a minimum of thirty (30) days prior written notice, or immediately in the event of the discovery of fraud or the other party's breach of the terms of this Agreement. Only the terms and conditions of this Agreement which by their nature should, or by their express terms do, survive or extend beyond termination or expiration of this Agreement shall do so.

**ARTICLE 11
EXCLUSIVITY**

Dealer agrees that during the term of this Agreement it shall promote for sale the Shield Plan, to its Buyers, and that it shall not promote or sell any products, services and/or bundled vehicle appearance protection programs that are directly competitive with the Shield Plan.

**ARTICLE 12
CONFIDENTIAL INFORMATION.**

During and after the Term 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 13
NOTICES**

Notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to DWIC: Dent Wizard International Corporation
4710 Earth City Expressway
Bridgeton MO 63044
Telephone: (314) 592-1800
Facsimile: (314) 592-1933
Attention: Lindsey Bird

If to Dealer:

From time to time, any party, by notice given in accordance with the terms hereof, may change its address for purposes of sending notices hereunder.

**ARTICLE 14
MISCELLANEOUS**

14.1 This Agreement may not be assigned without the prior written consent of DWIC. Nothing herein shall be construed to constitute the parties as partners or joint venturers, or as employees or agents of the other. Except as expressly set forth herein, no party has any express or implied right or authority to assume or create any obligations on behalf or in the name of the other.

14.2 Each party shall defend, indemnify, and hold harmless, the other party, and such other party's officers, employees and agents from and against any losses and expenses, claims, suits, or other liability, arising out of or in any way connected with a breach of the indemnifying party's obligations under this Agreement. The obligations under this Section 14.2 shall survive the termination of this Agreement.

14.3 DWIC as applicable, shall have free access to the Dealer's books and records during normal business hours to audit compliance with the Shield Plan.

14.4 This Agreement and performance hereunder will be governed by the laws of the State of Missouri, without regard to its conflicts of laws rules. The invalidity in whole or part of any provision of this Agreement shall not affect the validity of any other provision. All amendments to or waivers of this Agreement or any section of this Agreement must be in writing signed by each party. The waiver or failure of any party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder.

14.5 This Agreement and all exhibits and addendums attached hereto contain the entire understanding between the parties with regard the Shield Plan and supersede all prior agreements and understandings with respect to the Shield Plan.

14.6 Dealer may not modify or alter any provisions of this Agreement or the attachments thereto, either prior to or subsequent to Dealer's execution of this Agreement, except as expressly permitted by DWIC. Any modifications or alterations to this Agreement not expressly permitted by DWIC shall be considered null and void, and DWIC shall have the right to immediately terminate their provision of services in connection with the Shield Plan.

14.7 Dealer shall immediately notify and forward to DWIC any legal notice, service of process, or other notice or document affecting the Shield Plan.

14.8 This Agreement may be executed in counterparts (by facsimile or original), each of which shall be deemed an original and all of which together shall constitute one and the same instrument

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

For and on behalf of
DENT WIZARD INTERNATIONAL
CORPORATION

[DEALER],

By: _____
Name:
Company:

By: _____
Name:
Title:

EXHIBIT A

Ding Shield Service Plan

See attached Buyer Registration Forms.

EXHIBIT B

Inspection Procedures

Used vehicles must be inspected by a DWIC representative and determined to be free of dents or dings. If a DWIC representative does not inspect the vehicle, Dealer must represent and warrant that the vehicle is in a ding and dent free condition. DWIC shall have the right to monitor and review Dealer 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 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.

EXHIBIT C-1

Prices

Ding Shield Membership Plan Pricing*

Premium Program

	3 YEAR	4 YEAR	5 YEAR
DEALER COST	\$	\$	\$

*NOTE: Price must include any Dealer Over-Charge as listed on Exhibit C-2

EXHIBIT C-2

Over-Charge

Ding Shield Membership Plan
Premium Program

	3 YEAR	4 YEAR	5 YEAR
OVER-CHARGE	\$	\$	\$

Dealer F & I Over-Charge:

Payable to: _____

Address (if different to Dealer)

EXHIBIT D

Excluded States

Wyoming

Alaska

Oregon

Louisiana