



DEALER AGREEMENT

ARC

THIS AGREEMENT is made this _____ day of _____, 20_____ by and between the Administrator and the undersigned company, firm or individual, at the address set out after the name below, both on his own behalf and on behalf of any successor Lessors and Lenders hereinafter collectively, "Dealer". In consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties agree as follows:

PROGRAM

The Administrator provides an ARC program for Dealers, whereby the Borrower/Lessee, hereinafter the "Customer(s) / Buyer" is the beneficiary under the ARC Guaranty.

In the event of a total loss to a vehicle covered under the ARC Guaranty as a result of un-recovered theft or physical damage, hereinafter a "Total Loss", as further defined in the ARC Registration form, the "Customer(s) / Buyer" receives limited benefits towards a replacement vehicle that is purchased from the Dealer and the Dealer agrees to terms and conditions of the ARC Guaranty. The foregoing hereinafter referred to as the "ARC Program" or "Program".

DEALER AGREES:

1. To abide by the terms and conditions of this Dealer Agreement and to follow the instructions and procedures set out in the most recent Program Materials from the Administrator;
2. That the ARC Guaranty Registration Effective Date must be the same as the date the covered vehicle was sold by the Dealer;
3. To use only those forms and rate schedules supplied to Dealer by the Administrator and to register only those vehicles eligible for the ARC Program;
4. To indemnify and hold harmless the Administrator and its employees, agents and representatives from any and all claims, suits, damages, costs, judgments or awards arising from Dealer's failure to timely remit Registrations, along with the correct remittance amount.

Dealer shall be liable for any payments due under an ARC Guaranty if Dealer has failed to timely remit any ARC Registration forms or if coverage is not eligible under the terms and conditions of ARC Guaranty. Dealer shall report no later than the 15th of the month all of the ARC Registrations issued during the previous month, along with the dealer net rate for each ARC Registration. Checks for remittance of dealer net rates must be made payable to the Name, and sent to the address, found on the Dealer Remittance Form produced by the F&I Express ARC enrollment system.

- 5 Dealer understands and agrees to all terms and conditions of the ARC Guaranty.

THE ADMINISTRATOR AGREES:

1. To maintain in force reimbursement insurance for the obligations under the ARC Program.
2. To make available to Dealer the forms and supplies necessary to market the ARC Program.
3. To fully refund any cancellations within the first 30 days and pro-rata refund on all reposessions.

DEALER AND THE ADMINISTRATOR MUTUALLY AGREE:

1. This Agreement may be cancelled (any time by either party upon thirty (30) days written notice. Unless cancelled, this Agreement shall be a continuous Agreement;
2. Upon cancellation by either party, all obligations hereinafter shall cease, however, the Administrator shall remain responsible for any valid ARC Guaranty issued by Dealer which have been timely reported to the Administrator for which the Administrator has received payment prior to the date of cancellation;
3. In the event that any monies become due or payable, both parties agree to return the full or pro-rata portion of any amount received or retained by such party, whether prior to or subsequent to the termination of this Agreement;
4. No change(s) or addition(s) to this Agreement shall be valid or binding upon either party unless agreed to in writing and signed by all parties hereto. This Agreement contains the total understanding between the Dealer and the Administrator and supersedes all previous oral or written agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement on the above written date and year.

ADMINISTRATOR

DEALER _____

BY: _____

BY: _____

Tri-Arc Financial Services, Inc

Address: _____

983 Old Eagle School Road, Suite 616, Wayne, PA 19087

City: _____ State: _____ Zip: _____