



AUTOMOTIVE REPLACEMENT COVERAGE

LENDER AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20__ by and between Tri-Arc Financial Services, Inc. (TRI-ARC) and:

Lender Name: _____ Street Address: _____ City _____

(Hereinafter referred to as "LENDER")
State _____ Zip _____ Phone Number _____

WHEREAS TRI-ARC is in the business of providing financial products and services to participating **LENDERS**:

WHEREAS LENDER desires to offer to its customers *Tri-Arc's' "Automotive Replacement Coverage (ARC)"*:

NOW, THEREFORE, in consideration of these promises it is mutually agreed as follows:

LENDER AGREES:

1. To follow the instructions and procedures as issued by **TRI-ARC** for the proper installation of the applicable **ARC** Guarantee.
2. To make the ARC Guarantee available to its' direct customers and indirect customers (via dealer network) and fund ARC purchases when the credit worthiness of such customer is acceptable to **LENDER**.
3. That **TRI-ARC** will not be liable for any claims without a valid fully paid registration or application that has been remitted to **TRI-ARC**, or its designated agent, within 60 days from application.
4. That, in the event of a valid ARC claim, **LENDER** will have the choice to either (a) substitute the replacement collateral on the appropriate financial instrument or (b) create a new loan or lease with its customer. **LENDER** agrees that the decision to choose either (a) or (b) is strictly between itself and its customer.
5. To hold **TRI-ARC** harmless for all claims or suits for loss or damage resulting from actions, errors, or, omissions of the **LENDER** or its employees, associates, agents or subagents if it is the result of a failure to comply with this **AGREEMENT**, or any misrepresentation or unethical business conduct.

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TRI-ARC AGREES:

1. To grant **LENDER** authority to issue registrations, applications or agreements.
2. To provide **LENDER**, and its dealers, with the forms and supplies necessary to maintain an effective program.
3. To maintain the agreements with the applicable Providers of the products/services as they relate to the sale of all registrations and applications properly reported.
4. To hold **LENDER** harmless for all claims or suits for loss or damage resulting from actions, errors, or omissions of **TRI-ARC** or its employees, associates, agents or subagents if it is the result of a failure to comply with this **AGREEMENT**, or any misrepresentation or unethical business conduct.
5. ARC Guaranty Fee Refund: Full for any cancellations in the first 30 days; After 30 days, pro-rata on all repossessions.

LENDER AND TRI-ARC MUTUALLY AGREE:

1. This **AGREEMENT** may be cancelled at any time by either party upon thirty (30) days written notice. Unless cancelled, this **AGREEMENT** shall be a continuous **AGREEMENT**.
2. Upon termination by either party, all obligations hereinafter shall cease; however **TRI-ARC**, the Providers, or Insurers of the ARC product shall remain responsible, relative to their respective interests, for all valid registrations issued which have been properly reported to **TRI-ARC** and paid for prior to date of termination.
3. No change or addition of this **AGREEMENT** shall be valid or binding upon the other party unless agreed to in writing and signed by all parties hereto. This **AGREEMENT** contains the total understanding between **LENDER** and **TRI-ARC** and supersedes all previous oral or written agreements.

IN WITNESS WHEREOF the parties have executed this agreement on the above mentioned date and year.

TRI-ARC REPRESENTATIVE

LENDER

AUTHORIZED SIGNATURE and TITLE

AUTHORIZED SIGNATURE and TITLE