



THE CPR FOR CARS® PROGRAMS ARE ADMINISTERED BY
DRIVESMART AUTO CARE INC. AS ADMINISTRATOR

CPR FOR CARS, LLC

100 SOBEL DRIVE EAST - SUITE 1216
OLD BRIDGE, NJ 08857

Combined Dealership Sign-Up Form and Distribution Agreement

THE CAR PAYMENT REIMBURSEMENT PROGRAM

Protection Your Auto Insurance Doesn't Provide!!!™

Please Note: this Form and Agreement has Two Parts – You must complete and sign each as required.

Part One – The Distribution Agreement

THIS AGREEMENT, made this ____ day of _____, 202__, by and between **CPR FOR CARS, LLC**, a limited liability company established and existing under the Laws of the State of Delaware (hereinafter referred to as "**CPR for Cars®**") whose address and contact information is set forth above, and

_____ (hereinafter referred to as "**Dealer**"), the particulars of which are set forth herein below.

State Dealer Identification Number: _____

Type of Entity: _____, a company organized and existing under the laws of the State of _____

Physical Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Federal ID Number: _____

Phone Number: _____ Mobile Number: _____

DUTIES OF CPR FOR CARS

AUTHORIZATION:

CPR for Cars®, at its sole discretion, will authorize **Dealer** to sell The **CPR for Cars Car Payment Reimbursement Program (CPR)**.



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DEALER COMPENSATION:

The **Dealer** is to retain only the amount between the **Dealer's** retail sales amount and **CPR for Cars[®]** agreement cost to **Dealer**. In the event of a cancellation by the purchaser; **Dealer** shall refund a pro-rata share of the **Dealer** Commission (if received) and also the retail sales amount difference along with any other amounts paid to **Dealer** from **CPR for Cars**. Any such refunds from **CPR for Cars** shall be made payable to the **Dealer** and **Dealer** shall remit to customer, lien holder or to **CPR for Cars** as their interests may appear.

ACCOUNTABILITY:

- a. To coordinate assistance to the CPR Administrator for the payments of reimbursement benefits for contracts sold by dealer and as outlined in terms and conditions of accepted contract; and
- b. To consult, assist, and provide training to **Dealer** and or employees in the sale and completion of paperwork of all products offered by **CPR for Cars[®]**.

CONFORMITY WITH LAW:

Except if the State in which the **Dealer** conducts business specifically requires otherwise, this Agreement shall be construed in accordance with the laws of Delaware.

If any provision of this Agreement is ruled invalid under the laws of any jurisdiction in which the business is conducted, this Agreement shall be deemed reformed to the extent necessary to comply with the requirement of such law, provided, in all other aspects, this Agreement shall remain valid and enforceable in accordance with its terms and conditions. This Agreement is not specific to any one state.

THE CPR PROGRAM IS NOT INSURANCE; IT IS A QUALIFIED MEMBERSHIP PROGRAM THAT IS NOT MANDATED; IT PROVIDES BENEFITS BY WAY OF REIMBURSEMENT THAT IS PROTECTED BY A REIMBURSEMENT INSURANCE COMPANY OBTAINED BY THE OBLIGOR, CPR FOR CARS, LLC AND THE CPR ADMINISTRATOR UNDER A STRATEGIC PARTNERSHIP AGREEMENT.

DEALER RESPONSIBILITIES

CPR for Cars[®] hereby appoints **Dealer** as a representative for the **CAR PAYMENT REIMBURSEMENT** agreements to the **Dealer** customers. Any and all vehicles sold to **Dealer** customers must be part of a retail sales agreement.

Dealer shall become familiar with all the terms and conditions of The CPR Plan and Programs as set forth in the relevant Membership Agreements and shall be responsible to fully explain the CPR BENEFITS, and the terms and conditions thereof, to its clients and customers at time of sale. **Dealer's** authority is limited to sales occurring in the state in which



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Dealer's principal office is located unless additional states are added by addendum to this Agreement. **Dealer** shall transact the Business for which this appointment is granted through **Dealer** authorized and trained employees.

REPORTING, REMITTANCE, AND PAYMENT OF CONTRACTS:

Dealer shall report to **DriveSmart Auto Care Inc.**, Attention: CPR Administrator, every first and fifteenth day of each month that this Agreement is in place as to all completed agreements during such periods. Unless **CPR for Cars** instructs otherwise. **Dealer** is to remit payment with each report. All payments must be in the form of a wire transfer, ACH electronic deposit, or, if approved by **CPR for Cars**, a company or bank check from Dealership.

CPR for Cars[®] GUIDELINES:

Dealer shall adhere to all guidelines set forth and explained to **Dealer** at time of signing this Agreement.

ACCURACY OF INFORMATION:

Dealer warrants the accuracy of all information provided to **CPR for Cars** with respect to conducting of business in regards to **CPR for Cars**.

LEGAL NOTICES:

Dealer shall notify **CPR for Cars** of the receipt of any legal notices or service of process affecting **CPR for Cars** and/or the **CPR Business** and shall forward immediately to **CPR for Cars**.

ADVERTISING:

Dealer shall not publish, reproduce, circulate, copy, or display advertisements, circulars, handouts, or other promotional materials related to **CPR for Cars[®]** or any affiliate of **CPR for Cars** their corporate names, products, logos, unless the content has been reviewed and the **Dealer** has obtained prior written approval from **CPR for Cars**.

INDEMNIFICATION:

CPR for Cars and **Dealer** shall indemnify, defend, and hold harmless each other from and against all damages, claims, liabilities, judgments, awards, penalties, fines, and any expenses incurred, including but not limited to reasonable attorney's fees and punitive damages, resulting from or arising out of: (1) any act, error or omission committed by the other party, its agents and employees and or causing loss to a third party.

EFFECTIVE DATE AND TERMINATION:

This Agreement shall be effective as of the date listed and signed on the face of this Agreement and is automatically renewed for additional one (1) year periods without notice by either party. This Agreement may be terminated at any time for any reason by either party upon thirty (30) days in advance by written notice. This Agreement will be terminated immediately by **CPR for Cars** if the **Dealer** violates any applicable law or lawful regulation of any duly constituted authority, or fails to



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fulfill any of its obligations under this Agreement. Upon the effective date of termination, **Dealer** shall cease the sale of **CPR for Cars®** membership and warranty products and shall remit within 5 days all monies due for all contract applications sold. **Dealer** shall return to **CPR for Cars** or store in a safe place for pickup by a **CPR for Cars** representative, all forms, applications, brochures, supplies and any other materials furnished by **CPR for Cars** to the **Dealer**. **Dealer** shall continue to be liable to **CPR for Cars** for all **Dealer** compensation refunds due to cancellations until all Business produced by **Dealer** has expired.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first written above.

CPR FOR CARS, LLC

(INSERT NAME OF COMPANY ABOVE)

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

Please Transmit the Fully Completed and Signed Agreement (Including Part One and Part Two) to:

DriveSmart Auto Care Inc., Attention: CPR Administrator
310 Main Street, Suite 8
Toms River, NJ 08753
Phone: 877-747-6982
Fax: 732-655-6444



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Part Two – The Dealer Sign-Up Form

THE CAR PAYMENT REIMBURSEMENT PROGRAM Protection Your Auto Insurance Doesn't Provide!!!™

CPR - Car Payment Reimbursement

APPLICANT (Full Name and Other Named Insured):

ADDRESS (Physical):

(Mailing):

TELEPHONE: _____ FAX: _____

Primary Contact: _____ Phone: _____

Email: _____

Production Contact: _____ Phone: _____

Email: _____

Admin Contact: _____ Phone: _____

Email: _____

Auto Dealer ☐ Lender ☐

TYPE OF DEALERSHIP (Please check one): Franchise _____ Independent _____

TYPE OF LENDER (Please check one): Bank _____ Finance Company _____ Credit Union _____

COMPANY TYPE (Please check one): Individual: _____ Partnership: _____ Corporation: _____ Other: _____

TAX I.D.: _____ PROPOSED EFFECTIVE DATE: _____ / _____ / _____

CPR PROGRAM OPTIONS AND RATES

Projected Number of CPR Contracts Monthly _____ Rate Per CPR Contract to be Remitted _____

Will CPR Contracts be offered/given to every Customer? Yes ☐ No ☐

The undersigned represent that to the best of his/her knowledge that the statements set forth herein are true, The undersigned further represents that if the information supplied on this application changes between the date of this application and the time when the policy is issued, the applicant will immediately notify the Company. Signing of this application does not bind the Company to complete the membership, but it is agreed that this form shall be the basis of the membership agreement contract should a membership be issued.

I appoint _____ with _____ as my Agent of Record.
(Agent Name) (Company Name)

Applicant's Signature: _____ Date: _____
Print Name: _____ Title: _____



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CPR PROGRAM ADMINISTRATIVE GUIDELINES

- A. Insured will provide all required information on each and every CPR Contract through internet portal.
- B. Premium Remittance Reports and Cancellations will be remitted by Insured within 15 days from month end.
- C. Net premium will also be remitted by Insured within 15 days from the end of the month in a form acceptable to us.

CPR PROGRAM BENEFIT REIMBURSEMENT GUIDELINES

- A. The following documentation shall be submitted for every request for benefit reimbursement.
 - 1. Estimate of damage;
 - 2. Insurance settlement check;
 - 3. Automobile insurance policy declaration page;
 - 4. Repair order;
 - 5. Certificate of proof of completion of repair; and/or
 - 6. Any additional reasonable documentation requested by the CPR Administrator to include, but not limited to, a sworn proof of loss.

DriveSmart Auto Care Inc., Attention: CPR Administrator

310 Main Street, Suite 8
Toms River, NJ 08753
Phone: 877-747-6982
Fax: 732-655-6444

All requests for reimbursement benefits must be submitted and required documentation provided to the CPR Administrator within sixty (60) days after notification that a Covered Event has occurred. No CPR Amount will be waived or benefits paid if the request is not submitted and required documentation provided within these stated time periods.

The Administrative and Benefit Reimbursement Guidelines and any forms may be amended from time to time by CPR for Cars.