



Thank you for choosing to partner with Xcelerate Auto to provide your customers with top quality electric vehicle protection administered by Endurance DS, and backed up by the finest claims and customer service in the industry!

Please fill out the following forms completely, as well as a W9 and Sales Tax Certificate*, and return by email to: DealerServices@EnduranceDS.com

**The following states/territories require EDS to have a Sales Tax Certificate on file:
AR, CT, FL, HI, IN, IA, KS, ME, NE, NJ, NY, NC, OH, PA, SD, TN, UT, VA, WA, WV, WI, and Washington DC.*

CHECKLIST OF REQUIRED FORMS & DOCUMENTS:

- X-Care EV Protection Dealer Sales Agreement
- Dealer Information Profile
- Dealer Access Portal Set-Up
- W9
- Sales Tax Certificate* *(if required, see list above)*

**FOR HELP AND/OR QUESTIONS PLEASE
CONTACT EDS DEALER SERVICES & SUPPORT:**

Toll-Free: 866-690-6665

Email: dealerservices@enduranceds.com

ENDURANCE
DEALER SERVICES 



CARE EV PROTECTION

DEALER INFORMATION PROFILE

***FOR MULTI-ROOFTOP GROUPS, PLEASE FILL OUT A SEPARATE PROFILE FOR EACH LOCATION**

DEALER NUMBER: (Assigned by EDS)
AGENCY NAME:
REPRESENTATIVE NAME:
PHONE NUMBER:

MARKETING COLLATERAL STARTER PACKAGE:	
<input type="checkbox"/> Ship to Dealer*	<input type="checkbox"/> Agent will supply to Dealer

**Please allow 3-5 business days*

DEALERSHIP INFORMATION: STATE LICENSE NUMBER: _____

DEALERSHIP TYPE: <input type="checkbox"/> FRANCHISE <input type="checkbox"/> MULTI-ROOFTOP GROUP* <input type="checkbox"/> INDEPENDENT			YEARS IN BUSINESS:		
DEALERSHIP NAME:				DBA:	
DEALER PRINCIPAL:		AUTHORIZED SIGNER (1):		AUTHORIZED SIGNER (2):	
PHONE:		FAX:		EMAIL:	
ADDRESS:					
CITY:			STATE:	ZIP:	DEALER WEBSITE URL:
FEDERAL TAX ID #:		-		ENTITY TYPE:	<input type="checkbox"/> CORP <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETOR
BILLING CONTACT NAME:		BILLING PHONE:		INVOICE EMAIL:	

SALES INFORMATION:

AVERAGE NUMBER OF UNITS SOLD PER MONTH: NEW _____ USED _____	AVERAGE AMOUNT SPENT RECONDITIONING PER UNIT: _____
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SYSTEM/MENU INTEGRATIONS:

DEALER MANAGEMENT SYSTEM (DMS): <input type="checkbox"/> CDK <input type="checkbox"/> DEALERTRACK <input type="checkbox"/> REYNOLDS & REYNOLDS <input type="checkbox"/> OTHER:
E-RATING / MENU PROVIDER: <input type="checkbox"/> NO <input type="checkbox"/> YES – COMPANY NAME:

REPAIR FACILITY INFORMATION:

REPAIR FACILITY NAME (INDEPENDENT DEALER):		LABOR RATE:	LABOR TAX:	PART TAX:
PHONE:	FAX:	EMAIL:		
ADDRESS:		CITY	ZIP	
SERVICE MANAGER NAME:	SERVICE MANAGER PHONE:	SERVICE MANAGER EMAIL:		

AGENCY INFORMATION:

AGENCY NAME:			REPRESENTATIVE NAME:
PHONE:	FAX:	EMAIL:	
ADDRESS:			
CITY:	STATE:	ZIP:	AGENT NUMBER: (Assigned by EDS)



This Service Contract Sales Agreement (“Agreement”) is made this _____ day of _____, 20____, by and between Endurance Dealer Services LLC with offices located at 400 Skokie Blvd., Suite 105, Northbrook, IL 60062 (“Company”) and:

Dealership: _____

Address: _____

City: _____ State: _____ Zip Code: _____

RECITALS:

Whereas, Dealer desires to sell Company’s Extended Vehicle Service Contracts (“Contract”), in conjunction with its New and/or Used Vehicle Sales; and

Whereas, Dealer recognizes that company has expertise in administering such contracts and desires to market company’s Contracts with retail vehicle sales; and

Whereas, the company desires to assist the dealer in the marketing and sale of Contracts;

Now Therefore, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

DEFINITIONS:

- The term “Program” means the VSC program sold and administered by Endurance Dealer Services LLC. The Program shall be operated and administered as an administrator obligor Program in all states where permitted by law. However, the Program instead shall be operated and administered as a dealer obligor program in those states where required by law.
- The term “Contract” or “Contracts” refers to a vehicle service contract approved by Company and properly sold or provided by Dealer, incidental to and as a natural extension of its business of selling, leasing, or servicing vehicles.
- The term “Contract Holder” refers to the purchaser or proper recipient of a Contract.
- The term “Covered Repairs” refers to repairs, replacement, labor, materials, and any other services of the Dealer or the Company under the Contracts.
- The term “Repair Facility” means a person or entity in the business of repairing vehicles and that has agreed with the Company to honor claims for Covered Repairs under Contracts.
- The term “Qualified Unit” means a vehicle that satisfies all of the underwriting criteria and guidelines of the Program for coverage under a Contract.

RESPONSIBILITIES OF COMPANY:

- Company agrees to provide administrative forms, promotional displays, manuals, and unexecuted Contract forms to enable Dealer to offer Company’s Contracts and perform Dealer’s obligations as set forth herein; and
- Company agrees, upon proper notice, to verify that Contracts are valid and enforceable prior to Dealer or Repair Facility performing Covered Repairs. Dealer agrees that when Covered Repairs are provided by a Repair Facility, claim payments shall be paid directly to the Repair Facility or directly to a Contract Holder that has paid the Repair Facility directly, and Company shall have no liability to Dealer for such payments or any loss or damage caused by defective materials installed by, or the workmanship or negligence of, Repair Facility.
- Company shall review, adjust, investigate and settle claims submitted by or on behalf of Contract Holders under a Contract which are presented, verified, and approved by Company under the Program. Dealer, Repair Facility, or Contract Holder shall then be reimbursed for Covered Repairs to the extent provided for under the Contract that was purchased by the Contract Holder.
- Company, upon proper cancellation of a Contract, shall fulfill its obligations under the Contract and provide refund(s) of its portion of the unearned Contract premium, less cancellation fees, if any, and in accordance with all applicable state laws.
- Company shall maintain an insurance policy which will provide coverage for all proper claims submitted under the Program in all states where such insurance coverage is required by law.

- All Contracts will be subject to Company's right to reject a Contract or cancel a Contract because: (A) The vehicle was ineligible for coverage and/or term requested, or (B) Fraud in the Contract, or (C) Fraud in the use of the Contract, or (D) Incorrect or no fee remitted, or (E) the Contract does not meet underwriting guidelines as prescribed from time to time by Company.

DEALER OBLIGATIONS:

- Dealer shall use its best efforts to sell or provide Contracts to its customers, and shall do so only on forms which have been approved and provided by Company. Each Contract shall be sold or provided only for a qualified unit and only in accordance with and subject to Company's Program guidelines, coverage, rules and fees indicated on Company's current rate card in effect at the time such Contract is sold or provided.
- Dealer agrees it shall not make any representations altering, varying, or contrary to the express provisions contained within the Contract. Company may at any time and in its sole discretion revise its Programs, coverage, rules and fees, and Dealer shall promptly conform to any such revisions. Company shall not be obligated to perform administrative services with respect to any Contract sold or provided by Dealer on a form which was not approved by Company or the use of which has been discontinued by Company or is otherwise sold or provided in violation of this Agreement. Dealer acknowledges that the Program has been developed by Company, and that Dealer has been authorized to use the Company and Program's trade names, promotional material, Contract forms and proprietary procedures associated with Company's Program only during the term of this Agreement. At the termination of this Agreement, Dealer shall return all such materials and Contract forms to Company and shall discontinue use of the Company and Program's trade names, promotional material, Contract forms, or proprietary procedures associated with Company's Program.
- Dealer shall fully inspect and, if necessary, correct or repair any mechanical malfunctions or undesirable conditions of the vehicle, complete any Contract application required by Company, and deliver a copy of the same to the customer. Dealer assumes responsibility for any vehicle defects existing at time of sale.
- Dealer shall, as promptly as possible following the sale or provision by Dealer of a Contract to a customer, but no later than thirty (30) days after such sale or provision, remit to Company the net dealer cost for such Contracts as set forth in the most recent dealer rate card provided to Dealer by Company. Neither Company nor insurance carrier shall have any obligation to Dealer or Contract Holder with respect to any Contract until Dealer has remitted to Company the full amount of net dealer cost.
- If a Contract is remitted to Company sixty (60) days or more from Contract issue date, Company reserves the right to notify Purchaser of risk of rejection due to non-payment of Contract and Dealer shall be liable for any claim initiated on said Contract prior to date funds are received by Company. Neither Company nor insurance carrier shall have any obligation to Dealer or Contract Holder with respect to any Contract until Dealer has remitted to Company the full amount of net dealer cost.
- If a Contract is remitted to Company ninety (90) days or more from Contract issue date, Company reserves the right to charge a late remittal fee of twenty-five dollars (\$25) for each Contract and Dealer shall be liable for any claim initiated on said Contract prior to date funds are received by Company. On the ninetieth (90th) day from Contract issue date, Company reserves the right to reject Contract and notify Purchaser, Lien Holder and Dealer of rejection of Contract due to non-payment.
- Dealer agrees to notify the Company and request authorization before making any repairs or replacements under the Program. The Company is not responsible for any repairs or replacements made without its prior authorization and the Dealer agrees that it shall be solely responsible for all such repairs or replacements.
- Dealer shall be reimbursed for Covered Repairs based on the retail labor rate and flat rate manual shown below and the Dealer's retail cost of replacement parts that are of like kind and quality. Dealer agrees to submit all claims for reimbursement within thirty (30) days after completion of repairs. For claims not submitted to Company within ninety (90) days from the date of repair, Company and the insurance carrier shall not have any obligation or liability with respect to such claims.
- Dealer agrees to sell vehicles in good working order.
- Dealer agrees to charge its internal rate for parts and labor required in connection with any repair or replacement made under a Contract which has been in force for thirty (30) days or less.
- Dealer agrees to unconditionally warrant all covered repairs for a period of not less than twelve months (365) days or twelve thousand (12,000) miles.
- Dealer shall not publish, reproduce, circulate or display any advertisement or other promotional or marketing materials related to the Company and its Contracts or other Programs, services or products, without the prior written approval of the Company. The Dealer shall not use the Company's name or logo or the Company's insurance carriers name or logo, including but not limited to in any press release, website, billboard or business card without the prior written approval of the Company or its insurance carrier.

- Company assumes no obligation for the workmanship, quality of repairs or replacement parts; or for any bodily injury or property damage caused directly or indirectly by failure or malfunction, or for any other obligation not specifically provided for in this Agreement or a Contract.
- Company may examine, at all reasonable times, at the place of business of the Dealer, the Dealer's books and records pertaining to the Program.
- Dealer agrees to comply with all federal, state, and local laws, rules, and regulations applicable to the Program and to Dealer's activities.
- Dealer shall hold harmless, indemnify and defend Company, its directors, officers, shareholders, employees, agents and assigns against all claims, demands and actions for loss, liability, damage, cost and expenses (including attorneys' fees) caused by any act or omission of Dealer or its employees in the performance of this Agreement; violation of any applicable law or regulation; or which arise from any Program Contract sale or application which is not reported to Company as required under this Agreement.
- Dealer shall refund to the customer and/or lien holder, as its interest may appear, its portion of the unearned Contract premium, inclusive of any sales tax paid by the customer, in the event of cancellation of an in-force Contract and as is required by state law. Dealer shall retain and maintain documentation which satisfactorily demonstrates that refunds of unearned premium due to cancellation and have been made. Dealer is fully responsible for maintaining said forms of proof of refund payments made to consumers and shall make available to Company, its agents or assigns, such records within thirty (30) days of request by Company. Dealer is fully liable for any and all legal liabilities arising from failure to maintain or provide said proof of refunds as herein noted.

CANCELLATION:

- This Agreement shall be effective on date first written above and shall continue in force until terminated by either party giving to the other not less than thirty (30) days prior written notice of such termination. Either party may terminate this Agreement immediately upon the discovery of fraud or material breach of the Agreement by the other party, its agents or employees. Termination for fraud or material breach shall be effective upon receipt of written notice by the non-terminating party. Termination of this Agreement shall not affect the responsibilities of either party on Contracts issued prior to the effective date of termination.
- Upon the effective date of termination of this Agreement, Dealer shall cease the sale of the Program and shall promptly remit all Contracts and Contract applications with payment and any other sums due Company. Dealer shall return to Company all forms, applications, brochures, supplies and other property furnished by Company to Dealer. Dealer shall continue to be liable for all refunds due to cancellations until all Program Contracts sold by Dealer prior to termination of the Agreement have expired.

MISCELLANEOUS:

- This Agreement contains the entire agreement between the parties and supersedes all prior agreements either oral or written, between Dealer and Company, and may not be amended except in writing signed by both parties. The Dealer shall have no authority to make, alter, modify, waive, or discharge any terms or conditions of any Company administered Program or Contract, or any performance thereunder, or to waive any forfeiture, or to incur any liability on behalf of Company or its insurance carrier. Dealer shall immediately notify Company by mail of any lawsuit, regulatory inquiry, or complaint about the Program or a Contract.
- Dealer agrees that any controversy or claim between Company and Dealer arising out of or relating to this Agreement or the breach hereof will be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.
- Dealer shall have no authority other than that expressly granted in this Agreement. Failure of Company to require strict compliance with the terms of this Agreement shall not be construed as or constitute a waiver of any of the terms, conditions or limitations of this Agreement.
- Both Dealer and Company acknowledge that in connection with this Agreement each party (the "Recipient") may receive Confidential Information about or from the other party (the "Disclosing Party"), including information furnished before or after the date hereof, both oral and written information. "Confidential Information" as used herein, means, collectively and separately, all information or material relating to the Disclosing Party including information regarding the Disclosing Party's products, services or offerings; planned marketing or promotion of the Disclosing Party's products, services or offerings; the Disclosing Party's business strategies, policies or practices; all customer information, price lists and pricing policies; financial information; and information received from others that the Disclosing Party is obligated to treat as confidential. All Confidential Information provided by the Disclosing Party may not be disclosed by the Recipient, unless required by applicable law or legal process, and may only be used by the Recipient for the specific purposes described in this Agreement.
- This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois, without regard to its conflicts of law provisions.

- If any provision of this Agreement is ruled invalid under the laws of any jurisdiction in which the Program is conducted, this Agreement shall be deemed reformed to the extent necessary to comply with the minimum requirements of such law, but this Agreement shall remain valid and enforceable in all other respects.
- If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees from the non-prevailing party, which may be set by the court or arbitrator, as the case may be, in the same proceeding or in a separate proceeding brought for that purpose, in addition to any other relief to which that Party may be entitled.
- All notices required to be given under this Agreement must be given in writing and delivered either by hand, by certified mail, return receipt requested, postage pre-paid, or by FedEx® or other recognized overnight delivery service, all delivery charges pre-paid, and addressed to the other party at the addresses listed above.

In witness whereof, this Agreement has been executed by the duly authorized representatives of the parties on the date first set forth above.

Company Representative Signature: _____

Printed Name: _____ Date: _____

Dealer Representative Signature: _____

Printed Name: _____ Date: _____

Federal Tax ID #: _____ Dealership ID # (State License#): _____

Retail Labor Rate: _____ Labor Time Guide Used: _____



CARE EV PROTECTION

DEALER ACCESS PORTAL (DAP) SET-UP

DEALERSHIP INFORMATION:

DEALERSHIP NAME:
DAP CONTACT NAME:
PHONE:
EMAIL:

F&I RETAIL MARKUP INFORMATION:

PRODUCT	RETAIL MARKUP
X-Care EV Service Contracts	\$

(It is the Dealer's responsibility to verify markups before first sale)

USERS REQUIRING DAP LOG-IN CREDENTIALS:

TITLE	FIRST NAME	LAST NAME	PHONE	EMAIL <i>(required for access/updates):</i>
Principal				
General Manager				
Sales Manager				
F&I Manager				
F&I Manager				
F&I Manager				
Service Manager				
Accounts Payable				
OTHER:				
OTHER:				

EDS will send each user log-in instructions and how-to information with DAP user name/password. Users signing in for the first time will be required to change their password.

ADDITIONAL INSTRUCTIONS/NOTES:

FOR HELP AND/OR QUESTIONS PLEASE CONTACT EDS DEALER SERVICES & SUPPORT:

Toll-Free: 866-690-6665

Email: dealerservices@enduranceds.com



Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-			-			
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.