



**GUARANTEED AUTOMOBILE PROTECTION  
LENDER AGREEMENT**

Effective Date:	Dealer Number:	Tax ID#											
<b>BETWEEN:</b>	<b>AND, ("Lender")</b>												
Norman & Company, Inc. , ("CLASSIC")													
Address: 106 State Street East, Oldsmar, FL 34677	Address:												
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">City</td> <td style="width: 33%;">State</td> <td style="width: 33%;">Zip</td> </tr> <tr> <td>Oldsmar</td> <td>FL</td> <td>34677</td> </tr> </table>	City	State	Zip	Oldsmar	FL	34677	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">City</td> <td style="width: 33%;">State</td> <td style="width: 33%;">Zip</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	City	State	Zip			
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State of Incorporation: Florida	State of Incorporation:												

WHEREAS, Norman & Company, Inc. (known hereinafter as ("CLASSIC")) provides, as outlined herein, certain Guaranteed Auto Protection Waiver Programs (programs"), and whereas, Classic desires to contract with the Lender to enable the Lender to offer its borrowers a Waiver of certain liabilities as outlined in the Guaranteed Auto Protection Waiver Agreement(s) ("Waivers"), attached hereto, and whereas, Lender desires to appoint Classic or the agent of record as its agent in obtaining insurance to cover the waiver of certain liabilities with its borrowers, the Parties hereto agree as follows:

**1. LENDER OBLIGATIONS**

- a. **AGREEMENT PERIOD.** This Agreement begins on the date indicated above and shall remain in effect until terminated as provided herein.
- b. **AUTHORIZATION.** The Lender certifies that it is licensed by state regulatory authorities to make auto installment sales and is authorized to offer loan agreement Waivers to its borrowers and to alter the prepayment provisions, as provided in certain waivers of liability to its borrowers, subject to any and all applicable laws. The Lender shall offer said Waivers only to customers who originate their loans through the Lender, only at the time the loan is transacted and only on the attached forms. The Lender is authorized to collect amounts due for said Waivers and shall hold amounts due CLASSIC in a fiduciary capacity as trustee for CLASSIC until remitted to and received by CLASSIC.
- c. **INELIGIBILITY.** The Lender shall not offer the Program to purchasers of other types of loans or collateral designated as ineligible by CLASSIC.
- d. **PROGRAM COSTS AND FEES.** The Program Cost and Fees are shown on the attached Remittance Schedule. CLASSIC may change the Program Cost and the Fees by providing thirty days written notice to the Lender.
- e. **PAYMENT OF MANAGEMENT FEES.** The Lender hereby authorizes CLASSIC to pay portions of the remittance amount for each Waiver as a Management Fee directly to individuals or entities as provided for in the Remittance Schedule of this Agreement.
- f. **REMITTANCE TO CLASSIC.** The Lender shall send CLASSIC a copy of each Waiver issued with its payment for the amount due shown in the Remittance Schedule attached hereto within 20 days after the end of each month in which the Waiver was issued. Failure to remit a Waiver within 60 days of its date of issue shall relieve the insurer and CLASSIC from any liability for amounts due the Lender under said Waiver, unless such late Waivers have been resubmitted in accordance with the CLASSIC procedures and instructions. All remittances must be made payable to CLASSIC.
- g. **REFUNDS.** Upon the occurrence of Program Cost refunds for any reason, CLASSIC shall pay the Lender the unearned portion of the Program Cost CLASSIC received, and the Lender shall add to that amount the unearned portion of any fees, allowances, or commissions originally paid to any party, and Lender shall credit the full refund to the Borrower's account. Refunds under five dollars will not be made. Termination of this Agreement shall not eliminate this responsibility.
- h. **OFFSET.** CLASSIC reserves the right to offset any amounts due to or from the Lender under this or any other Agreements the Lender may have from time to time with CLASSIC or affiliated companies.
- i. **KEEPING OF RECORDS.** The Lender agrees to maintain accurate and complete records relating to its participation in the Program and to make such records available for inspection by CLASSIC or its representatives at any time during the normal business hours. The Lender shall assist CLASSIC in resolving any discrepancies or errors which may occur.
- j. **INDEMNIFICATION.** The Lender agrees to comply with all applicable laws and regulations and agrees to indemnify and hold CLASSIC harmless from all demands, claims, liabilities, damages, losses, judgments, and expenses (including attorney's fees), arising out of or caused by the Lender's (including its employees or its assignees) failure to comply with all applicable laws and regulations or acts or omissions with respect to the offering or administration of the Program, including but not limited to the failure of the Lender to follow CLASSIC' procedures and instructions or to comply with the terms of this Agreement.

**2. DUTIES OF THE PARTIES.**

- a. CLASSIC agrees to consult with the Lender regarding the operation of the Program and to provide Waiver forms, brochures and other marketing materials, as CLASSIC deems reasonably necessary to assist the Lender in the operation of the Program. Lender shall not create, distribute, or use any marketing, sales, or administrative materials, regarding CLASSIC'S products or use CLASSIC'S name or the name of any of its affiliates without prior written approval of CLASSIC.
- b. Lender agrees to use diligence in its performance of its duties hereunder and to abide by all rules, regulations and procedures relating to the program as provided from time to time by CLASSIC in any form of written communication, including but not limited to, letters, memoranda, bulletins, faxes, or emails.
- c. Lender shall not at any time alter, amend, or waive any terms or conditions of the Waivers issued to its borrowers.
- d. Lender is responsible for obtaining the necessary funding approvals from any regulatory authorities for lending institutions to which Lender intends to assign the loan agreement for which a Waiver has been issued.
- e. CLASSIC, as agent for and on behalf of the Lender, shall obtain insurance to cover certain losses that may occur from a waiver of liability as provided in the Waivers. The Lender shall be named as the insured under the insurance policy or contract of insurance. Benefits under such insurance shall extend to any lending institution assuming a loan for which a Waiver was issued.
- f. Lender shall promptly provide to CLASSIC information and records concerning any inquiry from a state regulatory agency and shall respond to such inquiry only if granted permission to do so by CLASSIC.

3. PROCEDURES IN THE EVENT OF LOSS.

- a. Lender shall report to CLASSIC all requests for reimbursement for which a Waiver was issued within 30 days after the Lender first has notice of the loss. The Lender shall provide all information necessary to determine the amount of reimbursement due under the terms of the Waiver issued.
- b. CLASSIC shall, upon receipt of all required documents outlined in the waiver and listed in the GAP Reimbursement Information Form, process the claim under the Lender's insurance coverage pursuant to paragraph 2. (e) of this Agreement. CLASSIC and/or the insurer shall not be responsible for any claim for loss not covered under the Waiver(s), not reported to CLASSIC as provided herein, for any Waiver for which CLASSIC has not received payment as provided herein, or for waivers that do not comply with any procedure, rule, or regulation relating to the Program.
- c. In the event the Lender assigns any loan for which there is a Waiver issued, the Lender shall cause the assignee to assume the Lender's responsibilities under the Waiver and any such insurance proceeds under the Program for such Waiver shall be paid directly to the assignee.
- d. If the Lender offers the GAP Advantage Option, the Lender agrees to provide a signed bill of sale indicating the GAP Advantage credit given to the borrower" and CLASSIC will reimburse the Lender for the credit given to the borrower as provided for in the borrower's Waiver.

4. TERMINATION

- a. This Agreement may be terminated at any time by either party with 30 days written notice to the other.
- b. This Agreement may be terminated automatically without notice should Dealer fail to submit Contracts for three (3) consecutive months.
- c. CLASSIC may terminate this Agreement immediately without written notice upon Lender's act of fraud, malfeasance, misappropriation, withholding of funds, or willful neglect of any duty or obligation hereunder, including non-conformance with CLASSIC' eligibility requirements.
- d. This Agreement shall automatically terminate without prior notice, upon (i) the dissolution of the Lender's partnership, LLC, or corporation, as the case may be, (ii) the Lender's invoking, or having invoked against it, any form of federal bankruptcy jurisdiction or state jurisdiction for receivership, liquidation, or conservator ship, or (iii) the Lender becomes or is declared insolvent according to any law.
- e. Termination shall not affect the rights or duties of either party with respect to the Waivers issued prior to the termination date of this Agreement.

5. MISCELLANEOUS

- a. NOTICES. Any notice or other communication required shall be in writing and sent United States Postal Service registered, certified mail, or by a nationally recognized delivery service and addressed to the party to be notified at its address specified herein.
- b. ASSIGNMENT. The Lender shall not assign or transfer any rights or benefit under this Agreement, either in whole or in part, without the prior written consent of CLASSIC. It is understood that the assignment of an individual loan or loans in the normal course of business as provided for in paragraph 3.(c) of this Agreement shall not constitute an assignment. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of and shall be enforceable by the heirs, legal representatives, successors and assignees of the parties hereto.
- c. SEVERABILITY. If any term or condition of this Agreement, or the application of such term or condition shall be found by a court of competent jurisdiction to be, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of all other terms and conditions shall be valid to the fullest extent permitted by law.
- d. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to any otherwise applicable principals or conflict of laws. Venue is hereby conferred by mutual consent in the county of Pinellas, Florida.
- e. WAIVER OR MODIFICATION. The failure of CLASSIC to enforce or require strict compliance with any term and/or condition of this Agreement, or to exercise any right of termination hereunder, shall not constitute a waiver of any such term, condition or right, nor shall it constitute a waiver of any other term, condition or right. No waiver, amendment or modification of this Agreement shall be valid unless made in a written instrument executed by both parties and attached hereto.
- f. ENTIRE AGREEMENT/AMENDMENT. This Agreement shall constitute the entire Agreement by, of and between the parties hereto, and all previous contracts, Agreements, and understandings between the parties hereto, whether oral or written, shall be of no further force and effect.

6. ARBITRATION

Any dispute arising in respect of the terms, conditions or effects of this Agreement shall be settled by arbitration as the sole remedy available to both Parties hereto. In the event of any such dispute, either Party hereto may make a written demand for arbitration. Upon such demand, each Party hereto shall select an arbitrator. The two arbitrators will then select a third arbitrator. If the two cannot agree upon a third arbitrator within thirty (30) days following the appointment of the second arbitrator, each arbitrator shall name a candidate for the third arbitrator and the third arbitrator shall be selected by drawing lots between such candidates. If either Party fails to select an arbitrator within thirty (30) days following the written demand for arbitration, the demanding Party may select both arbitrators and such arbitrators shall select the third arbitrator as aforesaid. Each Party shall present its case to the three arbitrators within sixty (60) days following appointment of the third arbitrator, unless the arbitrators permit otherwise. The arbitrators shall render their decision as to the dispute within ninety (90) days following such presentations, unless the Parties hereto mutually agree otherwise. A decision agreed to by two of the arbitrators will be final and binding upon both Parties hereto. Each Party shall pay the expense of the arbitrator it selected and the Parties hereto shall bear the expenses of the third arbitrator equally. In the event the two arbitrators are chosen by the demanding Party as provided above, the two Parties shall bear the total combined expense of all arbitrators equally. Arbitration shall take place in Oldsmar, Florida, or such other places as the Parties hereto may mutually agree upon. The commercial arbitration rules of the American Arbitration Association will apply. The provisions of this paragraph shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.



Lender: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Witness: \_\_\_\_\_

Norman & Company, Inc., ("CLASSIC")  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Witness: \_\_\_\_\_

