

Please read the following carefully and then initial Pages 1-4 of this Service Provider Agreement. Sign and return this Agreement along with a W9 and valid Insurance Accord to National Motor Club. Upon review and execution by National Motor Club, this Agreement shall become an agreement between National Motor Club and the above described Service Provider for the provision of emergency road services upon the terms and conditions set forth herein. Upon acceptance and execution by National Motor Club, the Service Provider Rate Schedule negotiated by National Motor Club and Service Provider shall constitute an Addendum to this Agreement and govern the rates charged by Service Provider.

#### **SERVICES:**

During the term of this Agreement, Service Provider agrees to perform those services that are checked in the Rate Schedule returned by Service Provider with this Agreement (the "Services").

- Service Provider shall provide the Services on behalf of National Motor Club and those persons who are referred by National Motor Club to Service Provider for emergency road service.
- Services shall be provided promptly and in a courteous manner.
- Services and equipment used to provide the Services must be in accordance with accepted practices in the emergency road service provider industry and in compliance with the vehicle manufacturer's recommendations and the "Conduct of Excellence" set forth on page 3 of this Agreement. In no event may a recreational vehicle's leveling jacks be used in connection with a tire change.
- Service Provider shall not sub-contract any service request to another service provider without National Motor Club's consent and National Motor Club shall not be obligated to pay for any service request that is subcontracted to another service provider without National Motor Club's consent.
- National Motor Club recognizes driveline removal to be an industry best practice to prevent damage. Drivelines should be removed on any vehicle where the affected wheels will be rotating during towing, even for a short distance. Service Provider's failing to remove a driveline under these or similar circumstances will be suspended and held liable for any and all damages should any occur. This guideline applies even where the manufacturer's written instructions allow any type of towing with the driveline connected.

#### **RATES AND PAYMENT:**

Subject to any limitations specified by National Motor Club's customer service representative at the time when services are requested, National Motor Club shall pay Service Provider for Services at the rate set forth in the Rate Schedule or if the Rate Schedule has not yet been accepted and executed by National Motor Club, then at those rates agreed to by Service Provider and National Motor Club's customer representative at the time of service. Service Provider must promptly provide National Motor Club with written notice of any change in Service Provider rates and no such change shall be effective until accepted in writing by National Motor Club. Service Provider must include all applicable taxes in rates set forth in the Rate Schedule.

If a dispatched call requires additional services and charges other than those initially authorized by National Motor Club's customer service representative, Service Provider must call and get verbal approval from National Motor Club's customer service representative in advance of providing the services requiring the additional charge. Service Provider must reference its Service Provider ID number (ISP#), and the National Motor Club PO number given at the start of service. Failure to do so will cause additional charges to be disallowed.

If a dispatch results in a "gone on arrival" or GOA, Service Provider must contact National Motor Club's dispatch center to notify them of the incident. GOA's are paid in accordance with the rates specified in the Service Provider Rate Schedule. National Motor Club will not pay a GOA if the service truck is late by more than 30 minutes of the ETA (estimated time of arrival) given by the provider, or if the wrong equipment was brought to the scene.

All Service Provider invoices must include the **Service Provider's ID number, the National Motor Club PO number, the member's ID number, VIN#, the service rate charge, the mileage rates, discounted mileage, total service costs, a brief description of the service provided, any applicable sales taxes, and member's signature.** National Motor Club pays 30 days from receipt of invoice if mailed or faxed in. Invoices submitted online at [www.nmc.com](http://www.nmc.com) typically will be paid within 10 days from date submitted. Service Provider agrees to promptly invoice National Motor Club for services provided and in no event shall National Motor Club nor its clients or customers be obligated to pay for any service for which National Motor Club does not receive an invoice within **90 days** of the date the service was provided.

Service Provider recognizes and acknowledges that in the event of any dispute between Provider and any customer, member or subscriber of National Motor Club or of any National Motor Club client, with respect to damage to any vehicle, personal injury, improper service or provision of service or any other matter, the determination of an independent appraiser selected by National Motor Club and its client will be binding upon Service Provider, and

Service Provider, or its insurance carrier, will promptly pay any amount so determined. Service Provider also agrees that should any monies be owed to any member or a customer or subscriber of National Motor Club or any National Motor Club client, and should Service Provider fail to promptly pay such monies, National Motor Club may deduct the amount thereof from any sums otherwise owed to Service Provider in connection with the provision of any tow or other services or otherwise.

#### **TERM:**

The term of this Agreement shall commence on the date of acceptance by National Motor Club and shall continue for a period of 1 year and from year to year thereafter; provided that either party may terminate this Agreement at any time upon delivery of written notice to the other party.

#### **INDEMNIFICATION:**

Service Provider agrees to indemnify and hold harmless National Motor Club, National Motor Club's clients and customers and their respective affiliates, shareholders, directors, officers and employees from and against any and all claims, demands, suits, liabilities and any costs or expenses, including reasonable attorneys' fees, incurred with respect to, or arising out of, any actions or inactions, negligence or willful misconduct on the part of Service Provider, its employees, agents or subcontractors.

#### **INSURANCE:**

Service Provider agrees to maintain the following minimum levels of insurance from an insurance carrier(s) with at least a B+ rating from A.M. Best Company:

**General Liability:** \$100,000/\$300,000 bodily injury & \$75,000 property damage

**Automobile Liability:** \$100,000/\$300,000 bodily injury & \$75,000 property damage

**On-Hook Coverage & Garage Keepers Liability:**\$50,000 per vehicle.

Service Provider shall provide National Motor Club with a certificate(s) of insurance for all required insurance which name National Motor Club as an additional insured and shall provide that all insurance shall be primary to the additional insured and shall provide for not less than 30 days written notice to National Motor Club in the event the insurance policy is cancelled or is due to expire.

#### **LICENSES AND PERMITS:**

Service Provider shall maintain and shall provide National Motor Club with copies of any applicable licenses and or permits required by state or local authorities to do business as a tow or wrecker operator or provider of any of the services checked in the Rate Schedule.

#### **INDEPENDENT CONTRACTOR:**

The relationship between National Motor Club and the Service Provider shall be one of independent contractors, and not one of joint venture, partnership or employment, and nothing in this Rate Agreement shall be construed to create any relationship other than independent contractors between the parties hereto.

#### **ADDITIONAL TERMS AND PROVISIONS:**

- a) Service Provider understands that this Agreement is non-exclusive and that National Motor Club has or may enter into similar agreements with other service providers that operate in the same area as Service Provider
- b) Service Provider shall abide by all federal, state and local laws, regulations and requirements that apply to this Agreement and the services provided by Service Provider.
- c) Service Provider agrees to maintain as confidential and not to disclose any customer information, including but not limited to the name, address, phone number, identification number, account number and any other information associated with a particular customer, and such information may only be used for purposes of this Agreement.
- d) Service Provider agrees to charge contracted rate for any member out of pocket expenses.
- e) This Agreement may not be assigned by Service Provider without the written consent of National Motor Club.
- f) Any judicial determination that any portion of this Agreement is unlawful or unenforceable shall not affect the validity or enforceability of the remaining provisions.
- g) his Agreement constitutes the entire agreement between the parties and may not be amended or revised except in writing signed by the parties.
- h) The failure of either party to enforce at any time or for any period of time, the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such party to enforce each and every such provision.
- i) Neither this Agreement nor its terms will be construed against any party by reason of its participation in the drafting or preparation of this Agreement.
- j) All notice provided hereunder by either party shall be deemed effective upon receipt by the other party by mail, overnight delivery or facsimile at the address or facsimile number provided a

## **CONDUCT OF EXCELLENCE**

**National Motor Club chooses to work with the best service providers available. We monitor our Network to identify the service providers that meet or exceed our expectations of Customer Service Level as well as Performance.**

### **VEHICLES**

- Vehicles must be identifiable with the name of the business clearly displayed
- Vehicles need to be clean and in safe operating order
- Tow trucks need to be large enough to transport a minimum of two adult passengers

### **DRIVERS**

- Must display a high level of professionalism, respect and courtesy to our members
- Must not use inappropriate language or gestures
- Appearance should be clean, professional and presentable
- Driver's attire should display the Driver's name and the name of the Service Provider.
- Employer should perform random drug testing of employees
- Driver is not to solicit or recommend where to tow the vehicle to, unless specifically asked for recommendations by National Motor Club or the member

### **VEHICLE INSPECTIONS**

- Drivers are expected to perform vehicle walk around inspections of the member's vehicle before and after performing the service to note pre-existing damage if any
- In the event a customer files a damage claim, if no walk around inspection was performed and documented, it may be difficult to prove you did not do the damage

### **PERFORMANCE**

- Accept a minimum of 80% of offered dispatches within the agreed upon service area
- Meet an average ETA (average time of arrival) of 45 minutes or less, under normal circumstances
- 90% of the time arrive within the ETA (estimated time of arrival) discussed by phone with our service representative
- Less than .5% damage or complaint ratio to dispatches accepted
- Timely attention to resolve our member's complaint should one arise

### **PHONE**

- Treat National Motor Club employees with a high level of professionalism, respect and courtesy
- Clearly identify company name when answering the phone