

P*E*Assurance Services

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Representing
OSC - Omega Service Corporation
111 Grand Ave
Palisades Park, New Jersey 07650
Phone: (800) 422-9788 Fax: (201) 944-2856

DEALERSHIP SALES INFORMATION

Average Number of Units Sold Per Month	New -	Used -
Average Number of Units Leased Per Month	New -	Used -

DEALERSHIP CONTACT INFORMATION

Dealer Name -	
Address -	
Owner -	
Phone -	Facsimile -
General Manager -	
Phone -	Facsimile -
Sales Manager -	
Phone -	Facsimile -
Controller -	
Phone -	Facsimile -
Finance Manager -	
Phone -	Facsimile -
Accounts Payable Contact	
Phone -	Facsimile -
Fax Number Used for Enrollment Confirmation	

Other Information

Franchise Dealer:	Independent Dealer:
Current Floorplan Source #1:	Line Amount:
Current Floorplan Source #2:	Line Amount:
Current Products Sold:	
Monthly Retail Sales:	Average Retail Price:
# of Units on Lot:	# of Units Lot Holds:



Dealer Auction Vehicle Repurchase Guaranty

REPURCHASE GURARNTY

Designated Auction will repurchase **Eligible Vehicles** described herein, in the event that **Dealer** has made its best efforts to sell **Eligible Vehicles** to the public at reasonable prices for at least 60 days. The Repurchase Price shall be 95% of the amount paid by the **Dealer** to purchase the vehicle at auction, not including any fees.

REQUIRMENTS AND CONDITIONS

1. **Eligible Vehicles** are private passenger automobiles and light trucks purchased at approved auction sites and auction web sites, across the block on sale day.
2. **Ineligible Vehicles** are any private passenger automobiles and light trucks purchased though outside sales, vehicles primarily designed for commercial purposes, vehicles with GVW greater than 10,000 pounds, vehicles with auction purchase prices less than \$1,000 or greater than \$30,000, or with mileage greater than 125,000, vehicles with auction purchase prices greater than Black Book Wholesale Clean, vehicles classified, when purchased, as salvage, as flood, previous flood, previous frame damage, existing frame damage or inoperable, vehicles with reconstructed or branded titles, and vehicles purchased by a dealership with the same , or a common, ownership ad the consignor.
3. All **Eligible Vehicles** are subject to normal arbitration rules.
4. The **Eligible Vehicles** must be returned to an authorized **Designated Auto Auction** site no sooner than 60 days after original purchase of the vehicles and no later than 67 days after the original purchase of vehicle.
5. Buyer's fees, cost of transport of the vehicles, or any other fees, taxes, or expenses incurred by the **Dealer** to return the vehicle shall not be reimbursable and shall not be considered a part of any repurchase price.
6. **Eligible Vehicles** that **Dealer** returns for repurchase must not have suffered any mechanical or physical damage, including but not limited to frame or water damage at any time prior to the return of the vehicle. The vehicle must not have been sold, leased or rented to any other party and shall not have mileage increases greater than 350 miles from original auction purchase.
7. **Administrator** and **Designated Auto Auction** warrants that insurance has been obtained to guaranty the obligation herein from an "A" rated insurance company authorized to transact such insurance business.
8. **Auto Auction** shall pay herein obligation to **Dealer** in no more than 3 (3) business days of accepting the returned vehicle from the dealer and obtaining clear title.
9. Dealer returning vehicle for 95% repurchase must have made vehicle front line ready for purpose of its sale directly after vehicle's purchase at auction.
10. This agreement shall be canceled and any obligations by **Administrators** and/or **Auto Auction**, and/or **Insurer**, to **Dealer** shall be made immediately null and void in case of fraud, misrepresentation, tampering, or other material breach on the part of the **Dealer**.
11. If there is a valid lien or floorplan on the vehicle due to financing of all or part of the **Dealer's** original auction purchase, the **Dealer** is responsible for satisfying the obligation to the lienholder and for providing clear title to the **Auto Auction**.
12. This agreement shall not be assignable by the **Dealer**.

REPURCAHSE PROCEDURES

1. **Dealer** must contact administrator and the approved auction site and make and appointment to return the vehicle for inspection.
2. **Dealer** must bring a copy of the bill of sale, title or lienholder information necessary to obtain the clear title.
3. Auction sites will inspect the vehicle to determine eligibility for the repurchase guaranty an, if eligible, repurchase the vehicle as described above.

Dealer Signature

Date



OMEGA SERVICE CORP.

DEALER AGREEMENT

AUCTION VEHICLE REPURCHASE GUARANTY (“AVRG”)

Date: _____

Dealer: _____

Address: _____

City: _____ State: _____ Zip: _____

Tel.: _____ Fax: _____ Email: _____

Above-named dealer, who is licensed to transact a retail auto sales business at above- indicated location (s), desires to alleviate dealer’s potential losses that may occur when dealer shall have made purchases from time to time of private passenger cars and/or small trucks at eligible authorized industry auctions (“program”_ for purposes of resale to the public, and dealer wishes to engage OSC Omega Service Corp. to manage and administer said program and to obtain the insurance necessary to guaranty the re-marketing returns of these vehicles under the herein stated condition. The parties, each for their part, agree as follows.

DEALER agrees to purchase only those vehicles for sale under this program that are classified by the selling auction and are designated in the BLACK BOOK, the industry manual used by dealers for vehicle pricing purposes, to be in a minimum good, marketable condition. Dealer also agrees to register with Administrator, and to effect full payment of each registered vehicle at the same time. In the manner and purchased by dealer at an eligible auction, which vehicle registration and guaranty payment shall take place within two business days of dealer having purchased vehicles at auction.

ADMINISTRATO agree to accept for administration and the insured guaranty all qualified vehicles properly forwarded by dealer to Administrator, and to administer and arrange for agreed-upon payments covering dealer’s losses (claims) which qualify under this agreement and which dealer has properly and timely reported to Administrator.

PROGRAM. Dealer recognizes and agrees that Administrator has spent substantial time, effort, and invested capital to create and develop this program and will refrain from duplicating or assisting others in the replication of this program. Such duplication and/or replication, it is understood, will cause Administrator grievous harm and substantial loss of capital.

This agreement shall remain in force and effect for as long as the parties desire to continue with this arrangement and dealer performs all dealer’s responsibilities in a reasonable and responsible manner, and dealer has not committed, or attempted to commit, fraud or deception in connection with of to this program.

All valid disputes under this agreement shall be subject to binding arbitration in a responsible forum designated by Administrator.

AGREED AND ACCEPTED:

Dealer (authorized signature)

Administrator (signature)

Print Name: _____

Print Name: _____

Title: _____

Title: _____