



FACTORY ASSURANCE SOUTHWEST
 Division of Factory Reps Southwest
 P.O. Box 64935, Lubbock, Texas 79464
 Phone (806) 771-0019 · Fax (806) 799-4375
 www.fasouthwest.com

Dealer Application & Participation Agreement

Please mail or fax this Dealer Agreement Form with all required documents to
 FAS at (806)799-4375 to acknowledge your enrollment

Company Name _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Mailing Address (if different from above) _____ Mailing Zip Code _____

Phone _____ Fax _____ E-mail _____

FEIN _____

TAXES: Please send a copy of your resale certificate and W-9 form (FEIN or SSN).
 These are necessary to process your claims.

By execution of this Dealer Application and Participation Agreement ("Agreement"), the undersigned dealer (the "Dealer") hereby applies to participate in the Factory Assurance Southwest ("FAS") Extended Warranty Program (the "Program") and acknowledges and agrees as follows:

1. The Dealer has received and read the FAS Program Guide (the "Guide") and understands that it sets forth the terms and conditions of the Program.
2. The Dealer agrees to comply with and be bound by all of the terms and conditions of the Program.
3. FAS may immediately terminate the Dealer's participation in the Program without prior written notice to the Dealer if FAS determines, in its sole and absolute discretion, that any of the following have occurred:
 - a. The Dealer files an inaccurate or falsified claim or otherwise engages in fraudulent or unethical behavior.
 - b. The Dealer files or is served with a petition of voluntary or involuntary bankruptcy, becomes insolvent or otherwise is unable to continue its business operations.
4. FAS may terminate the Dealer's participation in the Program upon thirty (30)-days prior written notice to the Dealer if FAS determines, in its sole and absolute discretion, that the Dealer has not met minimum requirements for participation or has a history of excessive claims experience.
5. The Dealer may terminate its participation in the Program at any time, with or without cause, upon thirty (30)-days prior written notice to FAS.
6. Upon termination of the Dealer's participation in the Program for any reason, FAS reserves the right to assign all Extended Warranty Contracts to an alternative dealer or contractor designated by FAS and the Dealer shall thereafter be prohibited from submitting any further applications for extended warranty contracts or receiving further reimbursements of any kind from FAS pursuant to the Program for services rendered after the reassignment.
7. This Agreement and the rights and obligations for the Dealer pursuant to the Program shall remain in full force and effect until terminated by either FAS or an authorized representative of the Dealer.
8. FAS reserves the right to revise the Guide and the terms and conditions of the Program at any time and any such revised terms and conditions shall be binding upon the Dealer upon delivery of written notice to the Dealer setting forth such revisions.

"I certify that the information contained in this Dealer Agreement Form is true and complete to the best of my knowledge and that I have read the FAS Extended Warranty Program Guide that applies to this agreement form."

Owner / Manager Signature _____

Print Name _____ Title _____