



Dealer ID: \_\_\_\_\_

Activation Date: \_\_\_\_\_

Dealer Track ID \_\_\_\_\_

Route One ID \_\_\_\_\_

### DEALER INFORMATION SHEET

FIFS Account Manager: \_\_\_\_\_

Corporate Name \_\_\_\_\_ Phone Number \_\_\_\_\_

d/b/a \_\_\_\_\_ Fax Number \_\_\_\_\_

Address \_\_\_\_\_

(Street)

(City)

(State)

(Zip)

#### CORPORATE OFFICERS / STOCKHOLDERS

#### TITLE

#### % OWNERSHIP

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

#### KEY PERSONEL

General Manager \_\_\_\_\_

Title Clerk \_\_\_\_\_

Sales Manager \_\_\_\_\_

Finance Director \_\_\_\_\_

#### FINANCE DEPARTMENT

Special Finance Manager \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Preferred Method of Contact: \_\_\_\_\_

Finance Phone Line: \_\_\_\_\_

Finance Fax Line: \_\_\_\_\_

#### HISTORY

Years Dealership Established: \_\_\_\_\_

Years Under Present Ownership: \_\_\_\_\_

DATE OF: Incorporation \_\_\_\_\_ or Partnership \_\_\_\_\_ or Proprietorship \_\_\_\_\_

List All New Car Franchises: \_\_\_\_\_

#### VSC Company

Product Name: \_\_\_\_\_ Administrator Name: \_\_\_\_\_

Underwriter: \_\_\_\_\_ Rating: \_\_\_\_\_

#### GAP Company

Product Name: \_\_\_\_\_ Administrator Name: \_\_\_\_\_

Underwriter: \_\_\_\_\_ Rating: \_\_\_\_\_

#### BANKING INFORMATION

Bank: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Checking A/C # \_\_\_\_\_

Loan A/C # \_\_\_\_\_

#### NEW CAR FLOOR PLAN

Floor Plan Source: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Credit Line(\$): \_\_\_\_\_

#### USED CAR FLOOR PLAN

Floor Plan Source: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Credit Line(\$): \_\_\_\_\_

The signature below represents the authorization and consent of the dealer to allow First Investors Financial Services, Inc. (FIFS) to investigate the credit background and financial strength of the dealership.

I declare that the information provided above is true. I understand that if any of the above information proves to be inaccurate, FIFS may, at its option, terminate its Dealer Agreement.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



## ACH ENROLLMENT FORM

So that we may submit electronic ACH payment directly to your bank account, please complete the following and **attach a voided check or deposit slip:**

*We hereby authorize First Investors Financial Services (FIFS) to initiate entries to the account at the financial institution named below. These entries are for the purpose of payment of funding proceeds only. In the event an entry is incorrect, FIFS reserves the right to submit correcting entries after notification to your dealership.*

Your Financial Institution's Name		
City	State	Zip Code
Transit/ABA#	Account Number	

*This authority is to remain in full force and effect until FIFS has received written notification of its termination in such time and in such manner as to afford FIFS a reasonable opportunity to act on it. Any changes to the information provided above must be made in writing to FIFS and acknowledged by a corporate officer.*

Dealership Name	
Print Name	Corporate Officer's Title
Corporate Officer's Signature	Date
Print Name	Title
Signature	Date
Reason for change in ACH information (if applicable): _____	

Upon completion of this form by a corporate officer, please return it to Rachel Phinney, FIFS, 5757 Woodway Drive, Suite 400, Houston, Texas 77057 or fax to 1-800-528-2397. If you have any questions concerning ACH please contact our marketing department at (713) 977-2600 or (800) 722-9112.

<b>For Office Use Only:</b>	<b>By:</b>	<b>Date:</b>
Action ACH Authorization received	_____	_____
Copy of voided check received	_____	_____
Entered into APM	_____	_____
ACH information verified	_____	_____
ACH turned on	_____	_____



## RETURN CONTRACT FORM

Please provide account numbers for the overnight service you prefer.

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Dealership Name

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City State Zip Code

Name

Account #

Fed Ex	
Airborne Express	
UPS	

## IDENTITY THEFT PREVENTION CERTIFICATION

The mandatory compliance date for the Federal Trade Commission's ("FTC") "Identity Theft Red Flags and Notices of Address Discrepancy" provisions, more commonly known as the "Red Flag Rules," is May 1, 2009. The Red Flags Rules are designed to help organizations recognize "red flags" of identity theft that may arise during the indirect lending process. Towards this end, the rules require motor vehicle dealerships and financial institutions alike to establish formal identity theft detection and response programs within their respective businesses.

A red flag is a pattern, practice, or specific activity that indicates the possible existence of identity theft. While detecting a "red flag" does not necessarily mean that identity theft is occurring, *it does indicate the potential and should initiate the appropriate investigative and responsive steps by your dealership.* The program must include policies and procedures designed to:

- Identify relevant patterns, practices, and specific forms of activity that are "red flag" indicators of possible identity theft;
- Detect "red flags" that you incorporate into your program;
- Respond appropriately (e.g., stop the transaction) to any "red flags" that are detected to prevent and mitigate identity theft; and
- Ensure your program is updated periodically to reflect changes in risks from identity theft.

The following are general and non-exhaustive examples of "red flag" indicators:

- Alerts, Notifications and/or Warnings from a Consumer Reporting Agency: (i) fraud or active duty alerts; (ii) credit security freezes; (iii) address discrepancies; (iv) consumer statements; and (v) inconsistent activity patterns.
- Suspicious Documents or Personal Identifying Information: (i) altered or forged identification document; (ii) inconsistent photograph or description on an identification document; (iii) personal identification information inconsistent with external information, information on file or other identification; (iv) personal identification commonly associated with fraud being used; (v) altered or forged application or application documents; (vi) duplicate address or telephone number; (vii) incomplete required information; and (viii) inability to correctly authenticate via challenge questions.
- Social Security Number Issues: Duplicate, deceased, never issued, or issued prior to date of birth.

Furthermore, in an appendix to the Red Flags Rules, there are 26 suggested "red flags" that are indicators of possible identity theft. Please review these suggested "red flag" indicators.

It is the policy of First Investors to detect, prevent, and mitigate identity theft in our indirect lending program and we have developed and implemented a written Customer Identification Program and Fraud Detection Manual that includes an Identity Theft Prevention Program. Pursuant to the Red Flag Rules and other applicable laws and regulations, please ensure that you maintain appropriate policies, procedures and safeguards to protect confidential consumer information and to detect and respond to "red flags" of identity theft. Together, we can help protect consumers from identity theft. Please indicate your compliance with the Red Flags Rules by completing this certification below and returning it to First Investors. We appreciate your business and want to thank you for your prompt attention to this letter. Together, we can help prevent identity theft.

**The undersigned hereby certifies that the dealership has developed and implemented an Identity Theft Prevention Program in compliance with the Red Flags Rules and will update it periodically to reflect changes in risks from identity theft.**

Dealership: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature (Officer, Owner, Manager): \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\* PLEASE RETURN TO US VIA FACSIMILE AT 800-528-2397 \*\***

*This information is being provided for informational purposes only and is not intended to offer any legal advice. Please consult with a qualified professional to discuss your particular situation.*



## New Dealer Enrollment Contact Information

Dealer: \_\_\_\_\_

### Finance Contact 1:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Direct Phone Line: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

### Finance Contact 2:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Direct Phone Line: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

### Funding Contact 1:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Direct Phone Line: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

### Funding Contact 2:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Direct Phone Line: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_



**Text Messaging Sign-up Form:**

As an approved dealership, you may now register your mobile phone number in order to receive text messages and e-mails to alert you to business activity. By signing up for text message and e-mail alerts, you agree to receive text messages and e-mails from First Investors Financial Services, Inc. at the telephone number entered below. You also acknowledge and represent that you are the subscriber of the telephone number for the mobile device and that you will alert us if the telephone number or the person who uses the mobile device is no longer part of your dealership. You may opt-out of receiving text messages and e-mails at any time once you register and message frequency will be based on the number of contracts that we receive from you.

\*Dealership Name: \_\_\_\_\_

\*Contact First and Last Name: \_\_\_\_\_

\*Mobile Phone Number: \_\_\_\_\_

*\*Required Fields*

I agree to receive text and e-mail messages at the mobile number listed above and will promptly notify First Investors if the number is no longer a valid number for our dealership. \_\_\_\_\_

***Please fax to 800-448-0288 or your Loan Officer or Dealer Relationship Manager for activation.***



**DEALER AGREEMENT - RETAIL FINANCE**

THIS AGREEMENT (“Agreement”) is between First Investors Financial Services, Inc., a Texas corporation whose principal address is 5757 Woodway Drive, Suite 400, Houston, Texas 77057 (“1<sup>ST</sup> INVESTORS”) and \_\_\_\_\_, a

\_\_\_\_\_  
<< Legal Name of Entity dba Dealer Name >>

whose principal address is

\_\_\_\_\_  
<< Type of Entity (Corp, LLC, Partnership, etc) and State of Registration >>

together with all

\_\_\_\_\_  
<< Physical Address of Dealership >>

affiliated dealerships which are under common ownership as listed on Schedule A attached hereto (collectively, “Dealer”), and is dated and is effective as of the date set forth under 1<sup>ST</sup> INVESTORS’ signature below. Dealer sells new and used motor vehicles to retail buyers (“Buyers”). Dealer may, from time to time, offer to 1<sup>ST</sup> INVESTORS for purchase retail installment contracts (“Contracts”) secured by such vehicles (“Vehicle(s)”) arising out of Dealer’s business. This Agreement sets forth the terms and conditions under which 1<sup>ST</sup> INVESTORS will buy the Contracts from Dealer, and the rights and obligations of Dealer and 1<sup>ST</sup> INVESTORS regarding those Contracts. In consideration of the mutual promises and agreements contained herein, 1<sup>ST</sup> INVESTORS and Dealer agree as follows:

1. **PURCHASE AND SALE OF CONTRACTS.** Dealer is not required to sell and 1<sup>ST</sup> INVESTORS is not required to buy any Contracts. 1<sup>ST</sup> INVESTORS may buy Contracts offered by Dealer if acceptable to 1<sup>ST</sup> INVESTORS, at 1<sup>ST</sup> INVESTORS sole discretion. The assignment of each Contract (“Assignment”) will occur when 1<sup>ST</sup> INVESTORS disburses funds to the Dealer for the Contract and will be governed by the terms and conditions of this Agreement. For each Contract, Dealer shall at 1<sup>ST</sup> INVESTORS’ request, execute and deliver to 1<sup>ST</sup> INVESTORS any additional assignment forms required by 1<sup>ST</sup> INVESTORS, and shall deliver all other documents required for the purchase of a Contract by 1<sup>ST</sup> INVESTORS (collectively “Required Documents”).

2. **PURCHASE PRICE.** The purchase price of each Contract bought by 1<sup>ST</sup> INVESTORS shall be a specified amount not to exceed the Amount Financed under the Contract. Such price shall be paid upon Dealer’s compliance with or satisfaction of the terms, conditions, warranties and representations of this Agreement and the Assignment.

3. **FINANCE PARTICIPATION PLAN.** In addition to the Purchase Price paid by 1<sup>ST</sup> INVESTORS to Dealer for any Contract, 1<sup>ST</sup> INVESTORS may, at its discretion, establish a “Finance Program” under which 1<sup>ST</sup> INVESTORS may pay to Dealer an amount on each Contract assigned to 1<sup>ST</sup> INVESTORS. Dealer acknowledges that the Contract rate shall not exceed the maximum rate permissible by law and that the Contract does not exceed the maximum rate as specified in the Finance Program. 1<sup>ST</sup> INVESTORS shall provide to Dealer, in writing, the details of any Finance Program that is in effect, subject to termination, amendment or modification by 1<sup>ST</sup> INVESTORS in its sole discretion which shall replace all previous Finance Programs and become effective immediately upon notice.

4. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Dealer represents, warrants and covenants with respect to each Contract and the Assignment to 1<sup>ST</sup> INVESTORS thereof that: (a) Dealer furnished 1<sup>ST</sup> INVESTORS all credit information received by Dealer relative to the Contract and such information is true, complete and accurate; (b) the statements made by the Buyer in the credit application are true and complete and that the Dealer has neither (i) provided incorrect or misleading information; or (ii) withheld any information relating to the Vehicle, each Buyer, their credit application, employment status or any other information requested by 1<sup>ST</sup> INVESTORS (c) the Contract is valid and genuine and correctly and fully states the terms of the transaction between Dealer and Buyer; (d) that the Buyer is not acting on behalf of, or for the benefit of another when purchasing the Vehicle, whether by power of attorney or otherwise; (e) the signature of Buyer on the Contract and all other documents are genuine (and Dealer has verified Buyer’s); (f) each Buyer has, at the time of entering into the Contract, full legal capacity to enter into the Contract and none of the obligors are minors or incompetent; (g) the Vehicle described in the Contract and all optional equipment, goods and services agreed by Dealer and Buyer to be delivered with the Vehicle have been delivered to and accepted by Buyer; (h) the down payment was paid in full, in cash (except for any manufacturer’s rebate) or in trade equity, and no part was loaned and no part was otherwise provided directly or indirectly by Dealer; (i) Dealer had good title to the Vehicle and the right to sell the Vehicle to Buyer and the

Vehicle is free of all liens, claims and encumbrances; (j) the Cash Price of the Vehicle as shown on the Contract is the "Cash Price" as defined by applicable State and Federal Law and was not increased because the Vehicle is being sold in a credit transaction or is being sold to a member of a protected class as defined under state or federal law; (k) the purchase price of the Vehicle stated on any Contract represents the fair retail market value of such Vehicle and has not been overstated or inflated in any way; (l) any optional mechanical breakdown protection, warranty protection or service contract sold under the Contract is offered for sale in comparable cash transactions at a price equal to that disclosed in the Contract; (m) all types of insurance, warranty, or service contracts or the like provided or arranged by Dealer comply with all applicable laws and regulations, all disclosures required by law to be made concerning insurance, warranty, or service contracts or the like were complete and accurate and properly made, and all documents required to be delivered at the time of signing the Contract (such as a copy of the certificate of insurance or proposed notice of insurance or other required documents) have been delivered; (n) Dealer has the right to sell and assign the Contract to 1<sup>st</sup> INVESTORS, and has no knowledge of any fact that would impair the Contract's validity or enforceability; (o) the amount stated in the Contract to be due will in fact be due and payable at the time or times provided therein free of any claims, defenses, setoffs or counterclaims; (p) all disclosures required by law to be made prior to Buyer signing the Contract or any guarantor signing the guaranty were complete, accurate and properly made; (q) on the date of the Contract, Dealer executed and delivered to each Buyer a completed copy of the Contract and any other document required by applicable law and to the guarantor a completed copy of the Contract and required federal and state notices explaining guarantor's obligations; (r) Dealer has complied with all requirements of the Truth in Lending Act, Regulation Z, the Equal Credit Opportunity Act (ECOA), Regulation B, the Fair Credit Reporting Act (FCRA), and all Federal Trade Commission (FTC) Rules applicable to the transaction contemplated by the Contract, any and all applicable laws of the state wherein the Contract was executed, and any and all other applicable federal, state and local laws, rules and regulations; (s) the sale was made at Dealer's place of business and was not a door-to-door sale within the definition of the FTC Trade Regulation Rule or any state consumer fraud or door-to-door sale acts, and the Contract was generated from a direct sale by Dealer and not from a third party; (t) insurance is in effect with respect to the Vehicle as required by 1<sup>st</sup> INVESTORS, and all other conditions established by 1<sup>st</sup> INVESTORS for purchase of the Contract have been satisfied; (u) Dealer completed at the time of Contract signing all forms and documents necessary to perfect a valid and enforceable first priority security interest of 1<sup>st</sup> INVESTORS in the Vehicle as required by applicable law, and forwarded them, together with the appropriate fees, to the public officials responsible for issuing the certificate of title or registration within 30 days from the date of the Contract, or such shorter time as required by the law of the state where the lien is being perfected; (v) Dealer does not charge Buyer for filing fees or other costs paid by Dealer to public officials to perfect 1<sup>st</sup> INVESTORS' security interest in the Vehicle, except where allowed by law, nor does Dealer make any type of charge, including documentary or processing charges, which Dealer does not make in any other cash transaction; and, (w) Dealer has made no representations, warranties, statements, claims or comments regarding the finance charge, including obtaining the lowest interest rate available for Buyer.

Each of the warranties, representations, agreements and covenants herein and in the separate Assignment (i) are material to 1<sup>st</sup> INVESTORS' purchase of any Contract, (ii) shall be deemed remade each time 1<sup>st</sup> INVESTORS acquires a Contract from Dealer, and (iii) are in addition to any warranties, representations, agreements and covenants in the separate Assignment of the Contract to 1<sup>st</sup> INVESTORS. Such warranties will not be considered waived if 1<sup>st</sup> INVESTORS buys any Contract with knowledge that the warranty, representation or covenant is breached.

## 5. ADDITIONAL DEALER OBLIGATIONS AND AGREEMENTS

5.1 LICENSES. Dealer and its employees have and will maintain all licenses required by law including but not limited to licenses to sell the Vehicles and any insurance products, warranties or service contracts.

5.2 ADVERTISING AND PROMOTION. Without 1<sup>st</sup> INVESTORS' prior written permission, Dealer shall not refer to 1<sup>st</sup> INVESTORS or any of its affiliates in any manner in any advertisements or promotions.

5.3 FEES AND TAXES. Dealer will promptly forward to the proper authorities all federal, state and local fees and taxes due in connection with the sale and/or registration of each Vehicle.



5.4 RESPONSIBILITY FOR SALE. Dealer shall have the sole responsibility for the underlying sale transaction and for the nature, quality, and performance of all goods and services purchased from Dealer and financed under any Contract. Such responsibility includes any liability for any actions or omissions in connection with the sale of goods and services, for failure to deliver goods or perform services, for failure to properly handle, sell, or dispose of as agreed any down payment or trade-in or the proceeds thereof, and for any and all representations and warranties, express or implied, made in connection with such goods and services, whether by Dealer, the manufacturer or provider of the goods and services, or any third party. Dealer will make a good faith effort to resolve any disputes it may have with its customers concerning such goods and services and any representations and warranties with respect thereto.

5.5 AUTHORIZED REPRESENTATIVE. Dealer hereby represents that any individual signing this Agreement, or any Contract assigned to 1<sup>ST</sup> INVESTORS on Dealer's behalf, is fully authorized to bind the Dealer, and the signature shall be conclusive evidence of said authority.

5.6 PHYSICAL DAMAGE INSURANCE AND CREDIT LIFE, ACCIDENT AND HEALTH INSURANCE, WARRANTY AND SERVICE CONTRACT REFUNDS. At the time the Contract is bought by 1<sup>ST</sup> INVESTORS, Dealer will provide 1<sup>ST</sup> INVESTORS with written evidence (i) of physical damage insurance acceptable to 1<sup>ST</sup> INVESTORS including deductibles acceptable to 1<sup>ST</sup> INVESTORS, covering the Vehicle against comprehensive and collision losses, and (ii) that 1<sup>ST</sup> INVESTORS is the secured party and loss payee. If such written evidence is not provided by Dealer to 1<sup>ST</sup> INVESTORS, Dealer will pay for any loss that would have been covered by comprehensive and collision insurance. Dealer will inform Buyer that no insurance coverage is required to obtain credit (other than comprehensive and collision insurance) and that any insurance may be obtained from anyone of Buyer's choice. Dealer agrees with and represents and warrants to 1<sup>ST</sup> INVESTORS that with respect to credit life or accident and health insurance financed or sold in connection with a Contract (i) Dealer shall remit to Buyer within the time required by law any unearned insurance premiums in the event of a prepayment in full of the Contract (or if 1<sup>ST</sup> INVESTORS is required by law to refund the unearned premium to Buyer, then Dealer shall immediately upon request by 1<sup>ST</sup> INVESTORS remit such premium to 1<sup>ST</sup> INVESTORS), and (ii) if any such insurance is otherwise canceled and the premium thereof has been financed pursuant to a Contract, any unearned premiums shall be remitted to 1<sup>ST</sup> INVESTORS to be applied as partial payment of the balance owing under the Contract. Dealer further agrees and represents and warrants to 1<sup>ST</sup> INVESTORS that in the event that any premium or charge for any other insurance, warranty, service contract or the like has been financed pursuant to a Contract, any refund of any such premium or charge shall be remitted to 1<sup>ST</sup> INVESTORS within to be applied as partial payment of the balance owing under said Contract.

5.7 DEALER CHANGES. Dealer shall notify 1<sup>ST</sup> INVESTORS of any material or significant change in Dealer's ownership, organization or business, including the death of a principal, whether a shareholder, general partner, or owner, a dissolution, merger, consolidation, or reorganization, or a conversion to another form of legal entity or type of business. Such notice shall be provided 30 days before such change or, if unknown to Dealer before the change, then within 30 days after Dealer has knowledge of such change. Dealer agrees to notify 1<sup>ST</sup> INVESTORS of any name change, trade name addition or change and any change in primary location by revising Exhibit A and submitting an amended Exhibit A to 1<sup>ST</sup> INVESTORS promptly. The parties agree that any amendments to Exhibit A received and approved by 1<sup>ST</sup> INVESTORS shall replace the previous Exhibit A and will be incorporated into this Agreement.

5.8 CONDITIONAL PURCHASE OF CONTRACT. Regardless of the provisions in this Agreement, 1<sup>ST</sup> INVESTORS may, at its sole discretion, purchase a specifically identified Contract from the Dealer when the Dealer cannot produce a valid title to A Vehicle which shows only the Assignee as having an exclusive first priority lien on the Vehicle. To induce 1<sup>ST</sup> INVESTORS to purchase a Contract under those circumstances, the Dealer agrees to unconditionally guarantee payment in full of the Contract until the Dealer can produce to 1<sup>ST</sup> INVESTORS a valid title to the Vehicle showing no liens or encumbrances other than a first priority lien in favor of 1<sup>ST</sup> INVESTORS. If the Dealer cannot produce such title to 1<sup>ST</sup> INVESTORS within 60 days after the date of the Contract or if the first priority lien extinguished by law as a result of the failure by Dealer to perfect the lien within the time period required by law, the Dealer agrees, on demand by 1<sup>ST</sup> INVESTORS, to pay to 1<sup>ST</sup> INVESTORS the then unpaid balance due on the Contract. Further, the Dealer agrees to indemnify 1<sup>ST</sup> INVESTORS for all expenses, including attorney fees and costs, which 1<sup>ST</sup> INVESTORS incurs to obtain a valid and acceptable title or to enforce the guarantee of the Dealer to repurchase the Contract.

**6. INDEMNIFICATION AND REPURCHASE.** If any of the following events occur: (i) any representation, warranty, agreement or covenant herein or in the separate Assignment for any Contract is breached or is untrue or inaccurate; (ii) any dispute, claim or defense concerning any act or omission on the part of Dealer, the underlying sale transaction, the nature, quality, or performance of the goods or services financed under any Contract, or any insurance, warranty, service contract, or the like sold by Dealer in connection with any Contract; (iii) 1<sup>st</sup> INVESTORS does not receive proof, within 90 days from the time 1<sup>st</sup> INVESTORS buys the Contract, that its security interest is perfected as required hereunder (the proof must include proof of recording with the appropriate public agency or government official); or (iv) Dealer's failure to comply with any requirement of applicable law, then, Dealer unconditionally agrees to repurchase from 1<sup>st</sup> INVESTORS any Contract bought by 1<sup>st</sup> INVESTORS hereunder, accept assignment of the Contract and pay 1<sup>st</sup> INVESTORS, upon demand, the full amount unpaid under the Contract and all other indebtedness then due from Buyer thereon, plus any Participation remitted to Dealer for the Contract, together with any costs, expenses and attorney fees incurred by 1<sup>st</sup> INVESTORS or expended in attempts to enforce the terms of the Contract with respect to which any of the above events has occurred. In addition, Dealer agrees to indemnify and hold 1<sup>st</sup> INVESTORS harmless from and against any and all losses, liabilities, expenses, and damages (including reasonable attorney fees and other costs) arising out of any of the above events, and if Dealer breaches this Agreement or the Assignment of any Contract, Dealer shall pay 1<sup>st</sup> INVESTORS all losses and expenses incurred by 1<sup>st</sup> INVESTORS because of such breach. All Contracts repurchased by Dealer hereunder shall be reassigned to Dealer, without recourse to 1<sup>st</sup> INVESTORS, and without warranties or representations, expressed or implied. Any liability of Dealer to 1<sup>st</sup> INVESTORS pursuant hereto or to the separate Assignment shall not be reduced even if a waiver, compromise, settlement, extension or variation of the terms of the Contract releases Buyer or any obligor. 1<sup>st</sup> INVESTORS shall not be bound to exhaust its recourse against any security or any Buyer or obligor before being entitled to payment by Dealer.

**7. TERMINATION.** 1<sup>st</sup> INVESTORS or Dealer may terminate this Agreement at any time upon written notice to the other party, effective immediately. Such termination shall in no way affect, and this Agreement shall remain fully operative as to, any transactions entered into, or rights granted or obligations incurred, before termination. No termination shall relieve Dealer or 1<sup>st</sup> INVESTORS from any responsibility or obligation hereunder with respect to any Contract sold or proposed to be sold by Dealer to 1<sup>st</sup> INVESTORS hereunder before such termination. Upon termination hereof, Dealer shall immediately return to 1<sup>st</sup> INVESTORS all forms, documents, software, training materials, equipment, and any other materials provided by 1<sup>st</sup> INVESTORS to Dealer. The Indemnification provisions herein shall survive the termination hereof.

**8. BOOKS AND RECORDS.** 1<sup>st</sup> INVESTORS may inspect from time to time during normal business hours Dealer's books and records and files of Buyers and customers whose applications are submitted to 1<sup>st</sup> INVESTORS. Upon 1<sup>st</sup> INVESTORS' request, Dealer will provide 1<sup>st</sup> INVESTORS with such financial statements or other information as 1<sup>st</sup> INVESTORS may require from time to time. Dealer agrees and warrants that such financial statements will be true and correct in all respects.

**9. RIGHT OF SET-OFF.** Dealer agrees that 1<sup>st</sup> INVESTORS has the ongoing right to deduct from any funds, deposit, account, obligation or other amounts due Dealer any and all amount(s) Dealer owes 1<sup>st</sup> INVESTORS.

**10. INFORMATION AND PAYMENTS RECEIVED BY DEALER.** Dealer shall forward to 1<sup>st</sup> INVESTORS promptly, in kind, all payments, inquiries, and communications received by Dealer with respect to any Contract bought by 1<sup>st</sup> INVESTORS, and shall reimburse 1<sup>st</sup> INVESTORS for any and all losses 1<sup>st</sup> INVESTORS may suffer as a result of Dealer's failure to do so. After purchase of a Contract by 1<sup>st</sup> INVESTORS, Dealer will not accept any payments on the Contract. Dealer hereby appoints 1<sup>st</sup> INVESTORS and each of its officers as Dealer's attorney-in-fact, without any right of revocation and with full power of substitution, to endorse without recourse Dealer's name upon any and all notes, checks, drafts or other instruments made payable to Dealer which are payments under a Contract purchased by 1<sup>st</sup> INVESTORS.

11. DEALER NOT 1<sup>ST</sup> INVESTORS'S AGENT OR REPRESENTATIVE. Dealer agrees that (i) Dealer is not a partner, joint venture, legal representative, or agent of 1<sup>ST</sup> INVESTORS in connection with any Contract or the sale transaction related thereto or for any purpose whatsoever, and (ii) Dealer has no authority to assume or to create any obligation on behalf of or in the name of 1<sup>ST</sup> INVESTORS. Dealer agrees that 1<sup>ST</sup> INVESTORS shall not be responsible for any statements, promises, or other matters in connection with the sale or attempted sale of any goods, services, insurance, warranties or other products financed, sold, or otherwise discussed in connection with any Contract or any other matters related thereto. Dealer shall not hold itself out as having any authority to act for 1<sup>ST</sup> INVESTORS, and shall not by any action or omission cause any Buyer or any other person to conclude that Dealer has any authority to act for 1<sup>ST</sup> INVESTORS. Neither party owes the other any fiduciary obligation.

12. FCRA. Dealers shall notify each applicant(s) in any proposed transaction that their credit application is being submitted to 1<sup>ST</sup> INVESTORS at Houston, Texas for credit approval. Dealer will advise each applicant whether credit is approved or denied by 1<sup>ST</sup> INVESTORS.

13. MISCELLANEOUS.

13.1 ENTIRE AGREEMENT. The term "Agreement" as used herein means this Dealer Agreement, any addendums or amendments which may be made from time to time and any written instructions which may be sent from time to time to Dealer by 1<sup>ST</sup> INVESTORS. The terms of this Agreement shall not be waived, altered, modified, amended or supplemented except by a written instrument signed by 1<sup>ST</sup> INVESTORS' duly authorized representative. This Agreement supersedes any existing or prior agreement, oral or written, between 1<sup>ST</sup> INVESTORS and Dealer.

13.2 CONFIDENTIAL CUSTOMER INFORMATION. Dealer agrees to regard and preserve, as confidential, all information obtained by or disclosed to Dealer by or at the direction of any Buyer, prospective Buyer ("Customers") or 1<sup>ST</sup> INVESTORS including, but not limited to, name address, telephone number, account number, policy information and any list or grouping of Customers ("Customer Information"), and to use such information solely in the manner contemplated by this Agreement in accordance with applicable federal and state laws and regulations that protect nonpublic personal information (collective, "Privacy Laws"). Dealer further agrees to implement and maintain commercially reasonable processes and procedures for the storage, retention, and disposal of documents and storage media containing information protected by Privacy Laws. In the event that Dealer reasonably believes that any physical and/or electronic safeguards have been breached, and that Customer Information or other information protected by Privacy Laws has been obtained by persons and/or entities without authority to use or view such information, Dealer will notify 1<sup>ST</sup> INVESTORS, in writing, as soon as reasonably practicable. In addition, if Dealer receives from 1<sup>ST</sup> INVESTORS information protected by Privacy Laws, Dealer will maintain records of its procedures for protection of that information and shall allow 1<sup>ST</sup> INVESTORS to examine such records to ensure compliance with this clause.

13.3 BUSINESS TO BUSINESS FAX AUTHORIZATION. Dealer and 1<sup>ST</sup> INVESTORS agree and give express permission to each other to send and receive fax transmissions in connection with the activities contemplated under this Agreement. This permission shall remain in full force and effect unless cancelled in writing by either party.

13.4 SURVIVAL. Each party agrees that any and all of the agreements, warranties, representations and obligations of either of the parties hereunder, including but not limited to Section 13.2, or under any Contract or separate Assignment shall survive the purchase of any Contract by 1<sup>ST</sup> INVESTORS, repurchase of any Contract by Dealer, and the termination hereof.

13.5 GOVERNING LAW/SEVERABILITY. This Agreement is governed by the laws of the State of Texas, without regard to its conflicts laws. Any part of this Agreement prohibited by law or unenforceable shall be ineffective to the extent of such part or unenforceability without invalidating the remaining parts hereof.

13.6 ARBITRATION AND VENUE. Dealer agrees that this Agreement is to be performed in Harris County, Texas. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and shall take place in Houston, Texas. Such arbitration shall be final, binding and not subject to appeal or review by any court. Judgment on the arbitration award may be entered by any District Court or County Court at Law of

Harris County, Texas. Without waiving the foregoing, any suit on or by reason of this Agreement shall be brought in a District Court or Country Court at Law of Harris County, Texas.

13.7. SUCCESSORS AND ASSIGNMENT. This Agreement shall inure to the benefit of and be binding upon the respective successors, legal representatives, and assigns of the parties. Dealer's rights and obligations hereunder shall not be assigned by Dealer without 1<sup>st</sup> INVESTORS' prior written consent.

13.8. NOTICES. All notices required or permitted hereunder shall be in writing and will be deemed given when sent, by regular mail, postage prepaid, or when delivered if given in any other manner, including by facsimile, to the address of each party set forth below, or such other address of which notice pursuant to this section is provided to the other party.

13.9. REMEDIES. The remedies under this Agreement are cumulative and not exclusive of any remedies provided by law. No course of dealing between Dealer and 1<sup>st</sup> INVESTORS or any delay or failure on 1<sup>st</sup> INVESTORS' part in exercising any rights hereunder shall operate as a waiver of any rights of 1<sup>st</sup> INVESTORS, except to the extent expressly waived in writing by 1<sup>st</sup> INVESTORS.

13.10. FURTHER ASSURANCES. Upon 1<sup>st</sup> INVESTORS' request, Dealer shall promptly correct, sign, or deliver any inaccurate, incomplete or missing Contracts, Required Documents or other documents and deliver to 1<sup>st</sup> INVESTORS such other assurances or instruments as 1<sup>st</sup> INVESTORS deems necessary to confirm or perfect 1<sup>st</sup> INVESTORS' interest in any Contract purchased by 1<sup>st</sup> INVESTORS.

13.11. INTERPRETATION. As used herein, the singular includes the plural and vice versa, except when such interpretation would not be appropriate as indicated by the context. The term "including" means "including without limitation."

**FIRST INVESTORS FINANCIAL SERVICES, INC.**  
**("1<sup>st</sup> INVESTORS")**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 5757 Woodway Drive, Suite 400  
Houston, Texas 77057

Date: \_\_\_\_\_

\_\_\_\_\_  
(Name of Dealer)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**I. Listing of all trade names**

<u>Dealer Trade Name</u>	<u>Primary Address</u>

**II. Listing of owned dealerships**

<u>Dealer Trade Name</u>	<u>Primary Address</u>



AUTHORIZED SIGNATURE FORM

The following persons are hereby authorized to sign the assignment of retail  
Installment sales contracts and security agreements for:

---

(NAME OF DEALERSHIP)

NAME  
(Printed or Typed)

SIGNATURE

<hr/>	<hr/>
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Acknowledged and agreed upon by the following corporate officer:  
(President, Vice President, Secretary or Treasurer)

SIGNATURE:

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PRINTED NAME:

---

TITLE:

---

DATE:

---

**CERTIFICATE OF SECRETARY  
AS TO  
CORPORATE RESOLUTION**

I (1) \_\_\_\_\_, Secretary of (2) \_\_\_\_\_,  
a corporation organized under the laws of the state of (3) \_\_\_\_\_,  
do hereby certify that the following resolution is a full, true and correct copy of a  
resolution of the Board of Directors of said Corporation, duly and regularly  
adopted by the Board of Directors in conformance with applicable law and the by-  
laws of said Corporation on the (4) \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

RESOLVED that

(5) \_\_\_\_\_  
\_\_\_\_\_

are hereby severally authorized and directed to execute dealer  
agreements, title documentation, motor vehicle installment sales  
agreements or other documents that will be assigned to First  
Investors Financial Services, Inc. for, on behalf of, and in the name  
of (2) \_\_\_\_\_ for the  
purchase of motor vehicles in any manner and on such terms as they  
or he may deem advisable.

Be it further resolved that notwithstanding any change to or  
termination of the foregoing authority by operation of law or  
otherwise, First Investors Financial Services, Inc. and any assignee  
thereof shall be fully protected and held harmless in relying and  
acting upon said authorization until they shall have received written  
notice from the Corporation of any such change or termination.

I further certify that said resolution has not been amended or revoked and is still  
in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my name as Secretary and affixed  
the seal of said Corporation, this (6) \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Completion Instructions:

- (1) Insert name of corporate secretary
- (2) Insert name of corporation
- (3) Insert state of incorporation
- (4) Insert date of resolution
- (5) Insert names of authorized signatores
- (6) Insert date of certification



## NEW DEALER ENROLLMENT

DEALERSHIP NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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### ENROLLMENT DOCUMENTS

1. NON RECOURSE DEALER AGREEMENT WITH:
  - A) ONE (1) CORPORATE OFFICER'S SIGNATURE (President, Vice President, Secretary or Treasurer)
2. DEALER INFORMATION SHEET
3. CERTIFICATE OF SECRETARY AS TO CORPORATE RESOLUTION
  - a. Certificate from Corporation
  - b. Certificate from Limited Liability Corporation
  - c. Certificate from Limited Partnership
4. ACH ENROLLMENT FORM
5. COPY OF VOIDED CHECK OR DEPOSIT SLIP
6. AUTHORIZED SIGNATURE SHEET
7. TEXT MESSAGING SIGN UP FORM
8. RETURN CONTRACT FORM
9. DEALER LICENSE (AZ, DE, FL, KS, LA, MI, MN, NH, NJ, NM, PA, SC, SD, TX, WI)
10. IDENTITY THEFT CERTIFICATION FORM
11. NEW DEALER ENROLLMENT CONTACT INFORMATION FORM
12. DEALER CONTRACT FORMS
13. COPY OF GAP & WARRANTY
14. VERIFICATION OF EXACT LEGAL NAME
  - A) CORPORATION
    - i) CORPORATE SEAL, or
    - ii) ARTICLES OF INCORPORATION
  - B) D/B/A (IF APPLICABLE)
    - i) ARTICLES OF INCORPORATION
    - ii) ASSUMED NAME CERTIFICATE

**\*\*\*Call for pick up, Fax or Email the completed package to your FIFS Account Manager for activation.**