

AMENDMENT TO PRODUCER AGENCY AGREEMENT REPAIRED FOR LIFE LIMITED WARRANTY PROGRAM

THIS AMENDMENT, effective this _____ day of _____, _____, is entered into by and between
(Contract

Obligor name and address) **Century Automotive Service Corporation, a California Corporation** operated at **6565 Americas Parkway NE, Ste. 1000, Albuquerque, NM 87110** ("Contract Obligor"), and

(Producer Name and Address) _____

(City, State, Zip) _____ ("Producer").

WHEREAS, OBLIGOR and PRODUCER have entered into an Agreement that provides for the PRODUCER'S use of the Seal of Excellence Limited Warranty Program for which it compensates the OBLIGOR; and

WHEREAS, The OBLIGOR, Century Automotive Service Corporation, or its affiliate Contractor offers a comprehensive Limited Warranty Program which includes, through a web-based software application, and

WHEREAS, PRODUCER wishes to utilize the OBLIGOR'S Seal of Excellence Limited Warranty Program.

NOW THEREFORE, OBLIGOR and PRODUCER agree as follows:

1. Designated Contracts. The OBLIGOR'S limited warranty contracts provided by the PRODUCER to the limited warranty holder of the vehicle are included in the definition of "Designated Contracts" in this Agreement. PRODUCER shall not charge the owner of a repaired vehicle a separate charge for the limited warranty contract. PRODUCER understands that at no time may the limited warranty contract be negotiated out of the vehicle repair during the course of negotiations with a consumer.
2. Program Cost and Eligibility. PRODUCER agrees to pay OBLIGOR Percentage _____ %, for each repair meeting the agreed to eligibility guidelines and agrees to pay for the Repaired For Life Limited Warranty Program (RFLWP). PRODUCER agrees that all RFLWP vehicles must comply with the eligibility guidelines and other requirements as provided by the OBLIGOR from time to time. OBLIGOR will give PRODUCER at least 60 days notice before initiating any price increases.
3. DMS Interface. OBLIGOR makes available data extract software which enables OBLIGOR'S Contractor and its affiliates to access information from the PRODUCER DMS accessing vehicle information for electronic submission of vehicle repair data in order to report PRODUCER'S limited warranty contracts. PRODUCER hereby authorizes OBLIGOR, its affiliates and any Contractor or licensor or licensee of any of them to access PRODUCER'S Dealer Management System to extract and use the data in connection with the RFLWP.
4. Production. PRODUCER agrees to purchase and provide the OBLIGOR'S limited warranty contracts for any vehicle repair that meets the eligibility requirements agreed to by OBLIGOR and PRODUCER for the RFLWP. PRODUCER agrees to cause its subsidiaries and affiliates to comply.
5. Enrollment. PRODUCER will utilize RFLWP for a minimum of 12-months in order to properly evaluate the program's effectiveness. PRODUCER agrees to provide OBLIGOR with a 30-day written notice of intent to stop utilizing the RFLWP program.

6. Representations, Warranties, Damages, Indemnification. Neither the OBLIGOR nor any of its affiliates make any representations or warranties whatsoever including but not limited to any representation or warranty regarding the accuracy of the mileage, vehicle history reports, ownership. OBLIGOR, **ITS AFFILIATES AND CONTRACTORS DISCLAIM ALL WARRANTIES WITH REGARD TO THE GOODS AND SERVICES DESCRIBED IN THIS ADDENDUM, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** In no event shall OBLIGOR or any of its affiliates, contractors or their respective officers, directors, employees or agents be liable for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use the goods and services described in this Addendum, even if OBLIGOR or its affiliates have been advised of the possibility of such damages, or for any claim by any other party.

7. PRODUCER shall be solely responsible and liable for any disclosures required by law and for the accuracy of all information presented in relation to any vehicle repair provided with a limited warranty in the Warranty Program (RFLWP). Neither OBLIGOR, nor any of its affiliates or contractors shall at any time be responsible or liable for the condition of any vehicle repaired by PRODUCER. PRODUCER shall indemnify and hold OBLIGOR, its affiliates, contractors and their respective officers, directors, employees and agents harmless from and against any and all claims, losses, damages, costs and expenses (including reasonable attorney's fees and amounts paid in settlement in good faith) which may be suffered or incurred by any of them as a result of any claim or action by any person arising in any manner from PRODUCERS use of the goods and services described in this Addendum or breach of this agreement or otherwise arising out of any act or omission of PRODUCER, its employees, agents or representatives. PRODUCERS indemnification shall survive termination of this agreement.

8. No Resale. PRODUCER shall not sell, assign or transfer in any way any of the information, goods or services it obtains under this Addendum.

9. Agreement Termination. If PRODUCER fails to comply with the terms of this agreement or fails to comply with applicable laws (including but not limited to Federal Regulation Z or with the Magnuson-Moss Act, or other laws governing limited warranties) then OBLIGOR may immediately stop PRODUCER from further utilization of the SELWP and will collect all remaining collateral materials, OBLIGORS or Contractors equipment and may terminate this agreement. PRODUCER must pay any outstanding amounts due to OBLIGOR or their assigns.

10. Producer Agency Agreement. Except to the extent expressly modified by this Addendum, the provisions of the Producer Agency Agreement apply to the RFLWP described in this Addendum. In the event of a conflict between the provisions of the Administrative Agreement and this Addendum, this Addendum shall control.

11. Program Reimbursement Guidelines:
Parts: MSRP
Labor Time: Based on either the Factory time guide or ALLDATA labor time guide.
Labor Rate: Century Automotive Service Corporation approved labor rate of _____. This rate cannot be changed without the approval of OBLIGOR. The request for the Labor Rate change must be submitted in writing and be approved by the OBLIGOR. If limited warranty losses exceed 80% then labor rate will be reviewed and possibly reduced with a 60 day notice from OBLIGOR.

12. OBLIGOR may change these guidelines after giving at least 60-days prior written notice to PRODUCER.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be signed by their duly authorized representatives as of the ____ day of _____, _____.

_____ Producer:	_____ Contract Obligor: Century Automotive Service Corporation
_____ Signature:	_____ Signature:
_____ Title:	_____ Title:
_____ Date:	_____ Date: