

RV FLEET SERVICE AGREEMENT

THIS SERVICE AGREEMENT is made effective this _____, by and between _____ (hereinafter referred to as "**Club**") having its principal office at _____ and Auto Club America, Inc. (hereinafter referred to as "**ACA**") having its principal office at 9411 N Georgia, Oklahoma City, OK 73120.

WHEREAS, **Club** wishes to provide emergency road service benefits to its rental customers; and

WHEREAS, **ACA** operates a dispatch center, 24-hours a day, 365-days a year with access to a nationwide network of service providers capable of providing emergency road services benefits;

WHEREAS, Benefits in California, Louisiana, Maryland, Michigan, Nevada, New Hampshire, Virginia, and Wyoming are provided by Motor Club of America Enterprises, Inc., at 3200 W Wilshire Blvd. Oklahoma City, OK 73116, which benefits are made available to **ACA** members;

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable considerations, **Club** and **ACA** agree as follows:

1. **MEMBERSHIP AND OTHER ACA FEES:** For the provision of emergency road service benefits to **Club's** rental customers, **ACA** will charge **Club** a membership fee of \$25.00 per month, per membership, which membership shall apply to one or more than one vehicle(s) ("Membership Fee"). For said Membership Fee, **Club's** rental customers possessing the membership identification information affiliated with the vehicle(s) will be entitled to certain emergency road service benefits as outlined in **Addendum A**. In addition to the Membership Fee, a \$25.00 dispatch fee for each dispatch will be charged ("Dispatch Fee"), plus the cost of the service provided ("Service Fee").
2. **RESPONSIBILITIES OF CLUB:** **Club** shall have the following responsibilities:
 - (a) **Club** understands and agrees that payment of the **Membership, Dispatch, and Service Fees** shall be processed monthly by **ACA** from a **Club**-provided credit card, as identified on **Addendum B**, at the rate(s) specified in paragraph 1.
 - (b) **Club** understands and agrees that it must provide and update, on at least a monthly basis, information specific to each membership and relate same to **ACA**, which information must, at a minimum, include year, make, model, and color of vehicle(s) connected with the membership.
3. **RESPONSIBILITIES OF ACA:** **ACA** shall have the following responsibilities:
 - (a) **ACA** will provide plastic membership cards for member vehicle(s) which will allow **Club's** rental customers to access emergency road service benefits provided through **ACA**. **ACA** will, to the extent practicable and to the best of its abilities, dispatch service to **Club's** rental customers in possession of the vehicle(s) membership identification information with the same level of care extended to any **ACA** membership.
 - (b) **ACA** will provide **Club** members with 24-hour, 7-day a week, toll free access to its service center, and **ACA** will dispatch one of its independent-contractor service vehicles when practicable to assist with a **Club** member's vehicle(s) when disabled on the road.
 - (c) **ACA** will provide **Club** a copy of the completed service call by the **ACA** independent-contractor service vehicle as soon as practical.
 - (d) **ACA** will provide **Club** with email or regular mail documentation before drafting **Club's** credit card.

4. **TRADE SECRET INFORMATION.** All business plans, technical data, or other information of any kind, written or oral, of **ACA**, including but not limited to third party business relationships, are considered **ACA** trade secret information. As such, **Club** shall keep all such information confidential, and shall not form business relationships with any third-party provider of Services offered to **Club** by **ACA**, which in any way could circumvent the intent of this Agreement, without the express written consent of **ACA**. The provisions of this Paragraph 4 shall survive the termination of this Agreement.
5. **CLUB PUBLICITY.** **Club** agrees to submit to **ACA** all advertising, sales promotions, press releases, fulfillment materials, packaging materials, and other publicity matters where **ACA's** corporate or trade names or trademarks or those of **ACA's** affiliates are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied, and **Club** further agrees not to publish or use such advertising, sales promotion, press releases, fulfillment materials, packaging materials, or publicity matters without **ACA's** prior written approval.
6. **INDEPENDENT CONTRACTOR.** **ACA** agrees that the Services performed by it pursuant to this Agreement shall be performed as an independent contractor and not as the agent or employee of **Club**. All persons furnished by **ACA** shall be considered solely **ACA's** employees, agents or representatives. No partnership or joint venture is created by or intended to result from this Agreement.
7. **SERVICE PROVIDER NETWORK.** Service is provided through a network of independent contractor service providers who have agreed to perform emergency road services to members holding valid memberships with **ACA**. The independent contractor service providers have exclusive control over their own equipment and personnel. **ACA** is not responsible for their acts or omissions.
8. **FORCE MAJEURE AND OTHER DELAYS.** Neither Party shall be liable hereunder by reason of any failure or delay in performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, terrorism, governmental action, earthquakes, material shortages, or any other cause beyond the reasonable control of such Party. In addition, any and all delays caused by **Club's** failure to timely or appropriately perform its obligations, including without limitation its failure to supply **ACA** information necessary to properly identify membership vehicle(s) in an appropriate format and in a timely fashion, shall extend **ACA's** time for performance of any of its duties or obligations hereunder that are conditioned or dependent on **Club's** delayed or inadequate performance.
9. **INDEMNIFICATION.** **Club** shall indemnify, hold harmless, and defend **ACA** and its officers, directors, employees, agents, affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by **ACA**, arising out of or related to any third-party claim based in whole or in part on: (a) **Club's** or its Personnel's performance or failure to perform any of its Responsibilities identified at Paragraph 2 herein; and (b) any failure by **Club** or its Personnel to comply with any applicable federal, state, or local law, regulation, or code related to the performance of its Responsibilities under this Agreement.

10. TERMINATION. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other, without any reason, and without giving any reason. Throughout the 30-day notice period, **ACA** will continue to provide service in accordance with Paragraph 1 to **Club's** rental customers who **Club** has identified as such to **ACA** pursuant to Paragraph 2(b) as long as (a) payment for these memberships has been received by **ACA** and (b) **Club** is current on all other outstanding **ACA** invoices.

11. MISCELLANEOUS.

- a. Assignment. Neither **Club** nor **ACA** shall assign or transfer any rights or duties under this Agreement without the prior written consent of the non-assigning party.
- b. Severability. Should any portion of this Agreement be held unenforceable or inoperative for any reason, such shall not affect any other portions of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.
- c. Modification. No alterations or additions to this Agreement shall be binding unless in writing and signed by both parties, except as herein otherwise provided.
- d. Articles and Headings. The Section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.
- e. Notices. All notices or information required or permitted to be given under this Agreement will be delivered to the individuals, at the addresses, set forth below (or such other individuals and address(es) as may be provided by written notice in accordance with this Paragraph). Such notices must be given in writing and delivered either by hand, by email, by regular mail with return receipt requested, or by a commercial overnight delivery service with tracking capabilities, all delivery charges prepaid. Each notice will be deemed effective and given upon receipt by the Party being served.

Club
Addresses
Attn:
Email

ACA

Either party may, at any time, change its address or email for notification purposes by delivering a notice to the other party setting forth the new address and the date upon which it will become effective.

- f. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.
- g. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, for Acts of God, civil or military authority, acts of public enemy, war accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party.
- h. Entire Agreement. This Agreement supersedes all previous contracts and constitutes the entire Agreement between the parties. **Club** shall be entitled to no benefits other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment or provided herein, such amendment(s) to become effective on the date stipulated in such

amendments. **Club** specifically acknowledges that in entering into and executing this Agreement, **Club** relies solely upon the representations and agreements contained in this Agreement and no other.

- i. Restricted Authority. **Club** shall have no authority other than as expressly granted by this Agreement. **Club** is not authorized to alter, waive, or modify any of the terms and conditions of this Agreement or to enter into any agreement or contract on behalf of **ACA**.
- j. Counterparts. This Agreement may be executed in counterparts, and upon the execution by all parties any one of which may be taken as an original.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date set forth above.

AUTO CLUB OF AMERICA

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDENDUM A EMERGENCY ROAD SERVICE BENEFITS

Roadside Services

Toll-free Technical Service Help Line. Our professional call center technicians are available to provide immediate assistance 24-hours a day, 365-days a year.

Comprehensive Dispatch Coverage

Emergency road service benefits are available throughout the United States and Canada.

Towing

When towing is necessary, the vehicle(s) will be towed to the facility of your choice.

Battery Service

If a battery failure occurs, a jump-start will be provided to start the vehicle(s).

Flat Tire Assistance

Service consists of the removal of the flat tire and its replacement with a spare tire. If the disabled vehicle has no inflated spare, or if it has two or more flat tires, the vehicle(s) will be towed to the nearest facility.

Gasoline, Oil, Fluid, and Water Delivery Service

An emergency supply of gasoline, oil, fluid, and water will be delivered to the vehicle(s) when in immediate need.

Lockout Assistance

When keys are locked inside the vehicle(s) or have been lost, assistance to gain entry will be provided.

ADDENDUM B

Credit Card Information

Master Card, Visa, Discover, American Express (circle one)

Credit Card #: _____

Exp Date: _____ CSV: _____ Billing Zip: _____

Name on Card: _____

of Vehicles: _____

Contact Info:

ACA: (800) 411-2007 x504 - Bud Belz for any questions regarding contract agreement

Club: A 24/7 access phone number must be provided

Primary Contact: _____

Contact: _____

Contact: _____

Membership #: _____

Number to call when 24/7 roadside assistance is needed: 800-416-4069