

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between HomeCarePlus, CornerStone United, Inc. (collectively referred to as Provider) and \_\_\_\_\_ (Producer) of City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_;

WHEREAS, for Provider established and administered Protection Program(s) (Program[s]), Provider grants Producer authority to issue various contracts on Approved Homes and to sell such contracts to purchasers of Homes from Producer at prices determined by Producer.

IT IS HEREBY AGREED between Provider and Producer as follows:

Provider grants Producer authority to issue Contracts pursuant to Program and Producer agrees to the terms set forth herein. Producer commission shall be the difference between the Net Producer Cost and the Retail Selling Price of the Contract as determined by Producer.

1. Producer agrees to sell Contracts to its new and used Home customers (Purchasers) during the term of this Agreement.

2. Producer agrees to follow the guidelines as issued by Provider concerning the Program(s). Such guidelines will determine Home eligibility for use in the Provider Program(s) as well as, but not limited to, cancellations, transfers, and claims. Producer may not affect the coverage on the Contract prior to the date of purchase of the Home from the Producer.

3. Producer agrees to permit Provider or its authorized representatives, with seven (7) days prior notice, during normal business hours, to enter Producer's place of business to inspect and examine all records relative to the issuance of Contracts on the subject matter of the Producer Agreement until one (1) year following the expiration of such Contract for the purpose of review and audit.

4. Producer agrees to remit the cost for each Contract in accordance with Provider's requirements within thirty (30) days of Contract's issue date. Provider reserves the right to refuse/return the Contract to the Producer and notify the Purchaser of the refusal/return of the contract and no coverage will be granted for non-timely or incomplete Contract submission by Producer.

5. Producer agrees to refund any Contract Holder, or Lien holder which has financed the purchase price of Contract, in compliance with the cancellation provisions of the Contract, or as otherwise provided by law, in the event of a cancellation of a Contract. Cancellation fees will be retained by Provider. If the Contract is non-cancellable or nonrefundable per the terms of the Contract but the Lien holder which has financed the purchase price of Contract requests cancellation due to repossession or charge off, Producer shall be responsible to refund its proportionate share of the commission to Lien holder.

6. Producer agrees that Provider shall have the right to offset any amount Provider may owe Producer against any sums the Producer may owe for any obligations of the Producer to Provider.

7. Claims received by Provider that are not covered under the Contract Terms and Conditions or those on Homes that have not been properly registered by Producer, will be denied and returned to the servicer or Purchaser unpaid.

8. Producer agrees and acknowledges that Provider assumes no obligation for the workmanship, quality of repairs or replacement of parts; nor for any bodily injury or property damage caused directly or indirectly by mechanical failure or malfunction, or any other cause, of a Home or any part thereof.

9. Producer agrees that in order to maintain the quality control standards of Provider, Provider will have the right to verify and audit repairs performed by means of direct contact with Purchaser.

10. Producer indemnifies, defends and holds Provider and its directors, officers, employees, successors and assigns harmless from and against all liabilities, claims, injury expenses (including reasonable attorney's fees) or loss resulting from or arising out of acts or omissions of the Producer, its agents, directors, officers, employees and contractors in providing service to the customer, and the Producer shall reimburse Provider in defending any such actions brought against the same.

11. Provider indemnifies, defends and holds Producer and its directors, officers, employees, successors and assigns harmless from and against all liabilities, claims, injury expenses (including reasonable attorney's fees) or loss resulting from or arising out of acts or omissions of the Provider, its agents, directors, officers, employees and contractors in providing service to the customer, and the Provider shall reimburse Producer in defending any such actions brought against the same.

12. Producer agrees to give Provider forty-five (45) days notice of any changes to the Agreement or Producer Information worksheet attached to Agreement.

13. Provider agrees to administer the applicable Contracts in accordance with the applicable Program Terms and Conditions.

14. Provider agrees to supply to Producer with all Program forms, guidelines, rate sheets and any other such form as Provider may hereafter require for use in the Program as needed by Producer.

15. Provider agrees to assist Purchaser in receiving benefits provided under the Terms and Conditions of the Contract, in accordance with Provider's current Program Guidelines. These include, but are not limited to, claims and claims adjustment expenses, inspections, transfers and cancellation procedures.

This Agreement may be terminated at any time by either party upon giving thirty (30) days written notice to the other party. This Agreement may be terminated immediately without notice for any material breach of this Agreement by Producer (including a breach or violation of the procedures set forth above). This Agreement may be terminated automatically without notice should Producer fail to submit Contracts for three (3) consecutive months. Unless so terminated, the Producer Agreement shall be a continuing Agreement. Upon termination by either party, all obligations hereunder shall cease; provided however, that Provider shall continue its administration and liability for all Contracts sold and properly registered by the Producer and administrated by Provider prior to the Contract termination date and for which the Producer has paid the appropriate wholesale purchase price to Provider.

This Agreement shall have no force or effect unless and until such time it is accepted and approved by Provider. This Agreement and any rights or obligations hereunder are personal to the Producer and shall not be assignable, subcontracted or transferable in whole or in part without prior written consent of Provider. The parties hereto are independent contractors and nothing in this Agreement will be construed as an employer-employee relationship. If any provision of this Agreement is held invalid under the law or regulations of any state where used, such provision shall be deemed not a part of this Agreement in such state, but shall not invalidate any other provision hereof. This document, together with the Producer guidelines as may be later modified by Provider, constitutes the full and entire Agreement between the Producer and Provider, superseding any prior oral or written arrangements between the parties relating to the subject matter hereof. Future representations, modifications or agreements must be made in writing and signed by both parties. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina in the County of Catawba.

**PRODUCER: PROVIDER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CornerStone United, Inc. / HomeCarePlus  
Eastway Plaza  
1899 Tate Blvd, Suite 2110  
Hickory, NC 28602  
Accepted by:

(Signature) Date: \_\_\_\_\_

# Producer Profile Sheet

**Producer Name (legal name) Producer Operating As (trade name/DBA)**

**Address Mailing Address (if different)**

**Phone Fax****Producer Principal(s) (owner(s), shareholder(s)) General Manager**

**Email:**

**Email:**

## Service Manager

**Email:**

## Office Manager

**Email:**

## Franchises Business Manager

**Email:**

**Main Contact Person Secondary Contact Person**

**Tax ID Number**

### Products Sold Approved Labor Rate

### Other Number of Homes Sold Per Year

**Current Product Provider(s) (and for how long?) Number of Contracts Per Year (estimated)**

**For Office Use only Agency Name**

### Agent Representative