



24 Hour Roadside Assistance Services



Primary Towing / Accident Scene Services



Secondary Towing



Collision Transport Services



Emergency Roadside Services



Independent Service Provider Application Package



Dear Applicant,

Thank you for your interest in joining our network of elite service providers. We feel fortunate that you have taken the initial step in the contracting process and hope to soon have you onboard servicing our clients and their valued customers.

Please, do not hesitate to contact us if you need any assistance completing or delivering any forms in the application package. According to your convenience, you can submit them via fax, mail, or through Road America's dedicated provider network web portal. We encourage you to become familiarized with our portal, a very useful account management tool.

Soon after your application is approved, you will receive a Welcome Package containing very important information that will help you learn who we are, how to reach us, how to submit your invoices for payment, etc.

We recommend that you review and complete thoroughly all the forms enclosed and deliver it to us promptly so that we can active your account with Road America and begin accepting request for services.

We look forward to the opportunity of beginning a long, rewarding relationship with you and your company!

Sincerely,

Bonnie Verhulst
Bonnie Verhulst
Director of Provider Network
Road America



Completing the Road America Independent Service Provider Application

All the information requested must be completed and submitted to Road America (RAMC) for initial review.

Please review the following checklist of items that must be completed to insure your prompt consideration.

Checklist (required items)

- Completed Application
- Completed Servicer Provider Agreement
- Agreement Addendum
- Copy of Current Insurance Certificate
- W-9, Request for Taxpayer Identification Number and Certificate
- Service Territory Agreement
- ACH Direct Deposit form (highly recommended)
- Signed Rate Schedule Form

Insurance Requirements

In order to keep you on our dispatch system, Road America must have on file at all times, a copy of your current certificate of insurance.

Please ask your insurance agent to list Road America as a certificate holder, with certificates to be sent to this address:

Road America Motor Club
Attn: Provider Relations Department
7300 Corporate Center Drive, Suite 601
Miami, Florida 33126

Please be certain that Road America receives a copy of your new certificate of insurance upon expiration to avoid inactivation of your account.

The minimum requirements for Road America services are as follows:

- (A) Worker's Compensation and Occupational Disease Insurance as required by applicable law.
- (B) Comprehensive General and Automobile Liability Insurance with minimum limits of \$100,000 each person and \$300,000 each occurrence for bodily injury and \$100,000 for each occurrence for property damage or a minimum combined single limit for bodily injury and property damage of \$500,000 per occurrence.
- (C) Garage Keeper's Legal Liability Insurance (including, but not limited to, "On-Hook" Liability Insurance) with a minimum limit of \$25,000 and any additional coverage or limits as may be required by applicable law.
- (D) Servicer shall provide Road America with a Certificate of Insurance evidencing Servicer's compliance with these insurance requirements

Service Provider Application Form

Date: _____

Legal Business Name: _____

Legal Business Address: _____ City, State, Zip: _____

Physical Business Address (if different from above): _____ City, State, Zip: _____

Owner's Name: _____ Email Address: _____

Primary Phone #: _____ Alternate Phone #: _____ Primary Fax #: _____

SERVICES

Towing	Light Duty	Motorcycle	Medium Duty	Heavy Duty	Super Duty
Towing	Yes No	Yes No	Yes No	Yes No	Yes No
Accident/ Towing	Yes No	Yes No	Yes No	Yes No	Yes No
Secondary Towing	Yes No	Yes No	Yes No	Yes No	Yes No
Transport Services	Yes No	Yes No	Yes No	Yes No	Yes No
Winching	Yes No	Yes No	Yes No	Yes No	Yes No

Road Services	Light Duty	Motorcycle	Medium Duty	Heavy Duty	Super Duty
Jumpstart	Yes No	Yes No	Yes No	Yes No	Yes No
Fuel / Fluid Delivery	Yes No	Yes No	Yes No	Yes No	Yes No
Lockout	Yes No	Yes No	Yes No	Yes No	Yes No
Locksmith	Yes No	Yes No	Yes No	Yes No	Yes No
Tire Change	Yes No	Yes No	Yes No	Yes No	Yes No
Battery Delivery & Inst.	Yes No	Yes No	Yes No	Yes No	Yes No

REPAIRS

Please circle Yes or No for the following:

Mechanical Repair	In Shop: Yes No	Mobile (Roadside): Yes No
Body Repair	In Shop: Yes No	Mobile (Roadside): Yes No
Transmission Repair	In Shop: Yes No	Mobile (Roadside): Yes No

STORAGE FACILITIES

Please circle Yes or No for the following:

Storage Lot Available	Yes No	Fenced Yes No
24/7 Availability	Yes No	Lighted Yes No
Insured	Yes No	

EQUIPMENT

Indicate below how many of the following you have:

Number of Total Tow Trucks _____

Wheel Lifts: _____ Flatbeds/Rollbacks: _____ Low-Clearance: _____ Medium Duty _____ Heavy Duty: _____

Number of Total Roadside Service Vehicles: _____

Light Duty: _____ Fleet: _____ Low-Clearance: _____ Mobile E-Charging: _____

Number of Total Motorcycle Equipment _____

Carriers/Haulers _____ Adapters: _____ Enclosed: _____ Soft Straps: _____

Vehicle Carriers: _____ 2-Car: _____ 3-Car: _____ More than 3-Car: _____

Other Available Equipment: Landoll/Lowboy: _____ Dollies: _____ Other (please, specify): _____

Does Your Operation Digitally Dispatch Calls? Y / N Digital Dispatch Provider: _____

7300 Corporate Center Drive, Suite 601 Miami, FL 33126 *T (888) 293-6672 *F (877) 324-8916

INDEPENDENT SERVICE PROVIDER/VENDOR AGREEMENT

ISP Number: _____

City and State: _____

This Agreement, made this _____ day of _____, 20____, by and between Brickell Financial Services Motor Club, Inc. d/b/a Road America Motor Club and Road America Motor Club, Inc., Florida corporations, with an office at 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126 (hereinafter called "RAMC") and

_____, with a place of business at _____ in _____ and doing business as _____ (hereinafter called "ISP").

WITNESSETH

WHEREAS, ISP desires to participate in RAMC's program with respect to furnishing Services hereinafter defined to member and/or customers of Road America Motor Club and its various auto plans/affiliate plans and member and/or customers of motor clubs administered through RAMC: **WHEREAS**, RAMC desires to enlist ISP for the purpose of performing said Services; **NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

- 1. Services:** For all the purposes of this Agreement, the term "Services" shall mean only those services ISP has listed as being available on the Servicer Application, a copy of which is attached, and for which a rate of payment is listed in the Rate Schedule. ISP agrees to respond promptly to all requests for service by member and/or customer in the area of coverage and at the times listed in the Servicer Application.
- 2. ISP Availability:** The information submitted by ISP as part of the Servicer Application concerning telephone numbers and hours of operation is relied upon by RAMC as an inducement to enter into this Agreement, and becomes part of this Agreement.
- 3. ISP Equipment:** The information submitted by ISP as part of the Service Application concerning equipment available for RAMC service work is relied upon by RAMC as an inducement to enter into this Agreement, and becomes part of this Agreement. During the term of this Agreement ISP may change the equipment available for RAMC service work, provided that RAMC is promptly notified of such in writing. RAMC may, at its sole discretion, acquiesce in such changes in equipment, but also may, in its sole discretion, terminate this Agreement at any time if deviations from the promised equipment threaten to impede or in fact do impede ISP's performance under the Agreement.
- 4. Rate Schedule:** At all times ISP shall charge RAMC for Services rendered to member and/or customers in accordance with the Rate Schedule as incorporated herein by reference as it may be amended from time to time. All charges in excess of those shown in the most current Rate Schedule shall be charged back to ISP. The Rate Schedule may be amended at any time by RAMC, in its sole discretion, and RAMC will provide notice to such changes to ISP. Such changes to the Rate Schedule shall be deemed amendments to this Agreement upon their effective date.
- 5. Reimbursement Policy and Procedures:**
 - a. Payment by RAMC:** RAMC shall reimburse ISP for Services rendered to members and/or customers if such services are preauthorized by RAMC's dispatch center(s) or in instances where such Services permitted under the applicable membership manual. ISP agrees to charge RAMC member and/or customers that are designated by RAMC's dispatch center(s) as cash call members and/or customers their same contracted rates as per paragraph 4 (current rate schedule).
 - b. Invoice:** ISP shall promptly invoice RAMC for Services provided hereunder. RAMC shall not be obligated to pay ISP for any invoices submitted in excess of ninety (90) days after the Service was provided.
 - c. Exclusions:** Payments by RAMC to ISP for Service rendered to members and/or customers shall not include reimbursement for any parts, permanent repairs, or merchandise, nor for any matter other than Service as set forth under the terms of the applicable section of the applicable RAMC services terms and conditions manual in effect at the time of the transaction for which ISP is being reimbursed. ISP shall be strictly accountable for any charges made to RAMC for unauthorized parts or services. All charges representing such unauthorized parts or services shall be charged back to ISP.
- 6. Central Dispatch Program:**
 - a. Area of Coverage:** The RAMC Service Provider Network Management team assigns coverage areas. The area is determined by various factors, which may include, but are not limited to, telephone prefixes, zip codes, city or town names (geographic area) and input from ISP as to capabilities. The assigned area is agreed to by ISP upon execution of this Agreement. RAMC may, in response to a member's and/or customer's telephone call for assistance to the RAMC dispatch number, request ISP to provide Service when the member's and/or customer's vehicle is located within the ISP's assigned area. ISP hereby agrees to provide Services to members and/or customers in the assigned areas. Changes to the assigned area will be handled outside this document.
 - b. Modification of Area:** If ISP is unable to provide a proper level and quality of Service in the area of coverage indicated on the Service Application, RAMC may, at its sole discretion, modify ISP's area of coverage.
 - c. Non-exclusivity:** It is expressly understood by the parties that the area of coverage shall be nonexclusive and RAMC shall have the right to contract with others to provide Services within said area of coverage. The area has been established for the sole purpose of providing prompt and reliable Service to its members and/or customers.

7. Information Relevant to Service: RAMC may, from time to time, furnish ISP with information relevant to Services. Such information may relate to the various benefit packages available to members and/or customers, characteristics of certain automobiles, or accounting procedures and may be in the form of wall charts, bulletins, letters, notices, or announcements or handouts at RAMC meetings. In providing Service pursuant to this Assignment, ISP agrees to take into account information provided to ISP by RAMC pursuant to this paragraph.

8. Trademarks and Trade Names:

- a. If ISP agreed to provide a Towing Service, ISP shall have permission under this Agreement to advertise its participation, at ISP's own expense, in the Yellow Pages of the local telephone directory under RAMC's name, such advertising to include ISP's business name, location and telephone number. ISP shall have the right to display RAMC logo in conjunction with such Yellow Pages advertisement.
- b. ISP may also display RAMC's name at its place of business, and on service equipment used in servicing RAMC vehicle by using decal or other items provided by or approved by RAMC.
- c. Other than as stated above, ISP agrees not to use the trademarks, service marks, logo, name or any other trade identity designations of RAMC without RAMC's prior written consent.
- d. Except as provided above, ISP shall not acquire any right or license in or to any trademarks and/or service marks (collectively referred to as "marks") belonging to RAMC. During the terms of this Agreement and thereafter, ISP agrees not to use any of such marks as part of its own business name or trademark.
- e. ISP shall promptly advise RAMC of any complaints, claims or actions brought to its attention by virtue of its by virtue of its use of RAMC's name.
- f. Upon the expiration or termination of this Agreement, for any reason whatsoever, ISP shall immediately cease using RAMC's marks and trade designations, as well as any marks confusingly similar thereto, and shall return to RAMC any signs and trademark identifications loaned or leased by RAMC. If ISP fails to discontinue or cause to be discontinued any and all use and display of RAMC's marks after such expiration or termination, RAMC is hereby expressly given the right to enter upon ISP's property and remove all of any part of any signs, building letters, decals, posters, displays and other materials bearing or displaying RAMC's marks, at ISP's expense and using such means as RAMC may deem desirable, without any liability or obligation to ISP.

9. Indemnity: ISP agrees to indemnify and save RAMC, its assigns, subsidiaries, parents, affiliates, agents and employees, harmless from and against any and all losses, claims, demands, liabilities, suits or actions of any kind (including expenses and attorney's fees) from injuries to or death of any person or persons, including the employees of each party hereto, and loss or damage to the property of any person or person caused by or arising out of any occurrence in any manner connected with the performance of this Agreement, whether cause by a negligent act or omission of either party hereto, its agents, contractors or employees, except that ISP assumes no liability for the sole negligent acts of RAMC.

10. Insurance: During the term of this Agreement, ISP shall maintain at its own expense (a) worker's compensation and occupational diseases insurance as request by an applicable law; (b) Comprehensive General and Automotive Liability Insurance, including Contractual Liability Insurance specifically insuring ISP against the liabilities assumed under the indemnities Paragraph, with minimum limits of \$100,000 each person and \$300,000 each occurrence for bodily injury and \$100,000 each occurrence for property damage, or a minimum combined single limit for bodily injury and property damage of \$500,000 per occurrence, (c) Garage Keeper's Legal Liability Insurance (including, but not limited to "On-Hook" Liability Insurance) with a minimum limit of \$25,000 and (d) any additional coverage or limits as may be required by applicable law. ISP shall provide RAMC a Certificate of Insurance evidencing ISP's compliance with these insurance requirements, with a copy of the current Certificate to be enclosed with the signed contract. It is the responsibility of ISP to, keep such Certificate current.

11. Termination of Agreement:

- a. **Termination at Will:** This Agreement may be cancelled at any time without cause by either.
- b. **Failure to Provide Service:** If ISP fails to provide Service or Services to Member and/or customers as specified in the Agreement, fails to perform the other duties specified in this Agreement, renders false or fraudulent billing, violates this Agreement in any other manner, or RAMC received repeated complaints from Member and/or customers concerning ISP, or ISP allows insurance and Certificate of Insurance to lapse, RAMC at its option may cancel this Agreement immediately upon written notice.

12. Independent Contractor: For the purpose of this Agreement, ISP is deemed by both parties to be an independent contractor independently managing its own business. Neither party hereto shall have authority to pledge credit or transact any business (other than as expressly provided herein), in the name of the other party.

13. Change of Ownership: Before ISP sells, conveys or otherwise disposes of ISP's interest in his business as related to this Agreement and the services provided hereunder, ISP shall provide RAMC thirty (30) days' advance written notice by certified mail of the intended action, giving a full and accurate description of the terms and conditions of such intended transfer of interest. Upon receipt of such notice, whether before or after the transfer of interest, RAMC reserves the right in its sole discretion to terminate this ISP agreement.

14. Notices: All notice hereunder shall be mailed to ISP at the address indicated on page one of this Agreement, and to RAMC at 7300 Corporate Center Drive, Suite 601, Miami, FL, 33126 and the postmark date of any such notice shall control with respect to the date of this notice.

15. Compliance with Law: ISP shall comply with federal, state and local laws and regulations regarding its obligations under the Agreement.

16. Entire Agreement: This Agreement comprises the entire agreement between the parties. All modifications and amendments, except amendments to the applicable Rate Schedule(s) made in the manner otherwise provided herein, must be made in writing and signed by both parties.

17. Government Law: The validity, interpretation and construction of this Agreement shall be governed by the laws of the State of Florida.

18. Assignment: ISP shall not assign this Agreement without RAMC's prior written consent.

IN WITNESS HEREOF, the parties hereto have caused their authorized representatives to execute this Independent Services Agreement as of the date first written above.

**BRICKELL FINANCIAL SERVICES MOTOR CLUB
INC. D/B/A ROAD AMERICA MOTOR CLUB and
ROAD AMERICA MOTOR CLUB, INC.**

INDEPENDENT SERVICER/VENDOR

By: _____

By: _____

Title: _____

Title: _____

ISP Federal ID or Social Security Number: _____

ADDENDUM NO. 1 TO INDEPENDENT SERVICE PROVIDER AGREEMENT

ISP Number: _____

City and State: _____

This Addendum No. 1 ("Addendum No.1") to the Independent Service Provider Agreement dated as of the ____ day of _____, 20__, is entered into as of the ____ day of _____ 20__, by and between Brickell Financial Services- Motor Club, Inc. d/b/a Road America Motor Club and Road America Motor Club, Inc., Florida Corporations, with an office at 7300 Corporate Center Drive, Suite 601, Miami, Florida 33126 (hereinafter called "RAMC"). and _____, with a place of business at _____ in _____

and doing business as _____(hereinafter called "ISP").

All terms used herein shall have the same meaning as in the Agreement , except as otherwise stated.

WITNESSETH

WHEREAS, ISP participates in RAMC's program with respect to furnishing Services to customers and/or members of Road America Motor Club and its various auto plans/affiliate plans and customers and/or members of motor clubs administered through RAMC:

WHEREAS, RAMC desires to provide ISP with the opportunity to participate in a program as set out herein, (the "State Farm " Program")

NOW , THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

1. The State Farm Program: RAMC agrees to provide ISP with the opportunity to participate in the State Farm Program which RAMC has developed in conjunction with State Farm Mutual Automobile Insurance Company, ("State Farm"). ISP agrees to participate in the program and to enter into and fully comply with the terms of the State Farm Program as defined by RAMC from time to time, including, without limitation, the terms of this Addendum No.1.

2. Confidentiality: ISP agrees to keep all the terms and conditions of this Addendum No.1 and the State Farm Program confidential and agrees not to use or disclose any information related thereto, including without limitation data on insureds and operational processes and procedures, to any party other than RAMC, and State Farm as required for carrying out the performance hereof. ISP further agrees not to use any trademark, trade name, design, logo, or intellectual property of State Farm, or to disclose or otherwise identify State Farm orally or in any of its advertising, publications, or other media that are displayed or disseminated to its customers or other parties.

Background checks and restrictions: ISP agrees that, prior to providing its employees or agents to the State Farm Program under this Addendum No. 1, it will complete an appropriate background check including: (i.) a review of felony and misdemeanor convictions in the county in which the employee or agent has lived longest or where he/she currently resides; (ii.) a review of his or her driving record and drivers license. In no event will ISP, in the performance of this Addendum No. 1, use the services of an employee or agent who has been convicted of a felony.

3. Warranty. ISP warrants that all towing vehicles or tow hauling vehicles of any type utilized by its company or subcontractors for Services performed under this Agreement shall be in good and operable condition and such vehicle(s) shall comply with all Department of Transportation Regulations for such vehicles as well as any other Governmental Regulatory Body that may have jurisdiction over such towing providers. ISP further warrants that all towing vehicles or tow hauling vehicles of any type utilized that may enter a State Farm policyholder property will not leak any type of fuel or oil on the policyholder's property and if such leak does occur, ISP shall be responsible for the necessary cleanup to the policyholder property or to any of the surrounding environment.

4. Termination of Agreement

a. **Termination at Will:** This Addendum No. 1 may be cancelled at any time without cause by either party.

b. **Failure to Provide Service:** If ISP fails to provide Service or Services to Members as specified in the Agreement, fails to perform the other duties specified in this Addendum No.1, renders false or fraudulent billing, violates this Agreement in any other manner, or RAMC receives repeated complaints from Members concerning ISP, or ISP allows insurance and Certificate of Insurance to lapse, RAMC at its option may cancel this Agreement immediately upon written notice.

5. Independent Contractor: For the purpose of this Addendum No. 1, ISP is deemed by both parties to be an independent contractor independently managing its own business. Neither party hereto shall have authority to pledge credit or transact any business (other than as expressly provided herein), in the name of the other party.

6. Change of Ownership: Before ISP sells, conveys or otherwise disposes of ISP's interest in his business as related to this Addendum No. 1 and the services provided hereunder, ISP shall provide RAMC thirty (30) days' advance written notice by certified mail of the intended action, giving a full and accurate description of the terms and conditions of such intended transfer of interest. Upon receipt of such notice, whether before or after the transfer of interest, RAMC reserves the right in its sole discretion to terminate this Addendum.

7. Notices: All notice hereunder shall be mailed to ISP at the address indicated on page one of this Agreement, and to RAMC at 7300 Corporate Center Drive, Suite 601, Miami, FL 33126 and the postmark date of any such notice shall control with respect to the date of this notice.

8. Compliance with Law: ISP agrees to conduct business and performed its services in a professional and ethical manner, and to require its employees to adhere to the same standards. ISP agrees to satisfy any statutory or regulatory business license requirements necessary to perform the services under this Addendum No. 1, and any and all required Occupational Safety and Health Administration ("OSHA") regulations, if applicable, and to require and direct its employees to do the same, and to provide proof thereof annually or upon reasonable request by RAMC. In addition, ISP agrees to notify RAMC within twenty-four (24) hours if a required statutory or regulatory business license application is denied, or if any required statutory or regulatory business licenses is revoked, suspended, rescinded, terminated or limited, which would affect the ISP's performance under this Addendum No. 1. ISP shall require and direct all its employees to be compliance with all applicable state statute in regulatory, federal statutory and regulatory, and/or local licensing, insurance or bonding requirements necessary for the services performed under this Addendum No. 1, and upon RAMC's request provide proof thereof annually with specified expiration dates for review.

9. Entire Agreement: This Addendum No. 1 Agreement comprises the entire agreement between the parties in reference to the State farm Program. All modifications and amendments, except amendments to the applicable rate schedule(s) made in the manner otherwise provided herein, must be made in writing and signed by both parties.

10. Governing Law: The validity, interpretation and construction of this Addendum No. 1 shall be governed by the laws of the State of Florida.

11. Assignment: ISP shall not assign this Addendum No. 1 without RAMC's prior written consent.

IN WITNESS HEREOF, the parties hereto have caused their authorized representatives to execute this Addendum No. 1 to the Independent Services Agreement as of the date first written above.

**BRICKELL FINANCIAL SERVICES-MOTOR CLUB,
INC. D/B/A/ ROAD AMERICA MOTOR CLUB and
ROAD AMERICA MOTOR CLUB, INC.**

INDEPENDENT SERVICE PROVIDER

By: _____

By: _____

Title:

Title:

ISP Federal ID or Social Security Number: _____

Service Territory Agreement

ISP Name: _____ **ISP #** _____ (if available)

Contact Name: _____ **Effective Date:** ____/____/____

Physical Address: _____

City: _____

State: _____ **Zip:** _____

Mailing/ Payment Address: _____ (if different than above)

City: _____

State: _____ **Zip:** _____

Select by Radius: 5 mile Radius 10 mile Radius 15 mile Radius
 20 mile Radius 25 mile Radius

Select by Specific Zip Codes: (below)

Zip Code	Corresponding City / Town	Miles from Base
12345	USA City	2-4 miles

Zip Code	Corresponding City / Town	Miles from Base

A call acceptance rate of less than 85% within the listed zip code territories may result in the cancellation of your contract with Road America Motor Club. Also no en-route will be paid within the specific zip codes.

Independent Service Provider (ISP) - Signature

____/____/____
Effective Date

Road America Provider Relations Rep (RAMC) - Signature

____/____/____
Effective Date



ACH Direct Deposit Form

Dear Service Provider,

We would like to encourage all of our Service Providers to participate in our ACH Direct Deposit payment program. All payments will be automatically deposited to your specified account. This process will help reduce the amount of time needed to receive your payment and it will also eliminate delays due to postal system errors. Road America Motor Club will provide the list of purchase orders that are being paid by e-mail and the EFT payments are also viewable on the Vendor Portal.

Please complete the following information and follow the instructions below:

Provider Information

ISP Name: _____ ISP # _____ (if available)

Bank Information

BankName: _____

Address: _____

ContactPerson: _____

Phone Number: _____

Fax Number: _____

Account Information

RoutingNumber: _____

AccountNumber: _____

Account Type: Checking Savings Credit Unit

Authorized Signature: _____

Place a copy of a voided check here:

(Attach here)

Please complete this form and attach a copy of a voided check. You may email it to providerpayables@road-com or fax it to Provider Payables Department at (305) 392-3121. Please allow 7 to 10 business days for processing.