



City Council  
**COMMITTEE OF THE WHOLE**  
*City of Belvidere, Illinois*

Alderman Sheryl Prather	Chairman Building
Alderman Natalie Mulhall	Vice-Chairman Building
Alderman Ric Brereton	Chairman Finance and Personnel
Alderman Wendy Frank	Vice -Chairman Finance and Personnel
Alderman Tom Porter	Chairman Planning & Zoning
Alderman Mike McGee	Vice-Chairman Planning & Zoning
Alderman Clayton Stevens	Chairman Public Safety
Alderman Matthew Fleury	Vice-Chairman Public Safety
Alderman Marsha Freeman	Chairman Public Works
Alderman Daniel Snow	Vice-Chairman Public Works

**AGENDA**

August 23, 2021  
6:00 p.m.  
City Council Chambers  
401 Whitney Blvd., Belvidere, Illinois

Call to Order:

Roll Call:

Public Comment:

Public Forum:

Reports of Officers, Boards, and Special Committees:

Fire and Police Life Saving Recognition(s).  
R1- Rail Update.

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:
  - (A) Archery within City Limits.
  - (B) Fire Department – Update.
  - (C) Fire Department – New Engine Proposal.
  - (D) Fire Department – Apparatus Replacement Plan.
  - (E) Police Department – Update.
  - (F) Police Department – SWATMOD Non-Disclosure and Vehicle Modification Agreement.
  - (G) Police Department – Purchase 4 Motorola Starcom Portable Radios.
  - (H) Police Department – Request to sell surplus vehicles.
  - (I) Police Department – Request to purchase Squad Car Warranties.
  - (J) Police Department – Request to purchase 2 Daniels Defense rifles.
  
3. Finance & Personnel, Unfinished Business: None.
  
4. Finance & Personnel, New Business:
  - (A) Finance Department – Update.
  
5. Other:
  - (A) 74-205 Begging.
  
6. Adjournment:

## Introduction:

The main purpose of the Belvidere Fire Department is to provide the citizens of Belvidere and Boone County with an outstanding professional Fire/Rescue Service.

We are dedicated to the saving of lives, protection of property and the prevention of fire.

We will strive to maintain a high standard of professionalism through continuing education and training of all our members.

Providing these services requires a fleet of vehicles designed and capable for their intended use. The BFD currently maintains a fleet of three engines, one quint, one rapid response vehicle, one water rescue vehicle, two command staff vehicles, one staff vehicle, and one heavy duty utility pickup truck.

Creating a proper apparatus replacement plan is imperative for the planning of replacement and if necessary, the addition of apparatus. Current costs to replace fire apparatus include a range \$400,000 to \$700,000 for a fire engine and over \$1 million for a quint. Ambulances, while costing significantly less than fire apparatus, cost upwards of \$200,000. Identifying the potential costs for replacement/addition of these valuable assets and proactive funding of apparatus reserves allows for these purchases while decreasing the strain on the taxpayer.

It is the goal of this BFD Apparatus Replacement Plan to adequately identify the current and potential future needs of the Department.

## Current Fleet:

**Rescue/Engine E-101 2017 Alexis**

**Purchase cost \$472,000**



Designed as a rescue engine, E-101 is equipped for several jobs in addition to being an engine that carries water and has a pump. This vehicle is outfitted with a 1500 GPM pump and 650 gallons of water. High rescue sided compartments allow for a number of rescue tools and equipment. Additional equipment

carried on the rescue engine include ladders, extrication tools, "SCBA", water rescue equipment, air monitoring equipment, RIT team equipment, light tower, generator, hazmat supplies, foam, saws, an assortment of hose, a number of hand tools, EMS equipment, and AED monitor.

**Rescue/Engine E-102 2002 American LaFrance**

**Purchase cost \$274,000**



Designed as a rescue engine, E-102 is equipped for several jobs, however, its primary mission will be that of a structural fire and EMS response engine. The vehicle is equipped with a 1500 GPM pump and 500 gallons of water. Ladders and other fire suppression tools are readily assessable for firefighting operations.

The apparatus holds a complement of firefighting hose, supply hose, tools, and other equipment. EMS equipment and an AED monitor.

**Rescue/Engine E-103 1992 Sutphen**

**Purchase cost \$193,000**



Designed as a rescue engine, E-103 is equipped for several jobs, however, its primary mission will be that of a reserve fire/EMS response engine. The vehicle is equipped with a 1500 GPM pump and 500 gallons of water. Ladders and other fire suppression tools are readily assessable for firefighting operations. The apparatus holds a complement of firefighting hose, supply hose, tools,

and other equipment. EMS equipment and an AED monitor.

**Ladder/Quint L-150 2011 Alexis**

**Purchase cost \$657,000**



A quint is an aerial device with the capability of performing several functions. In addition to the aerial ladder, the quint has a pump, carries water, carries hose, and has an assortment of ground ladders. Ladder #150 has a 1500 GPM pump and a 300-gallon tank. Nominal amounts of hose including supply and hand lines are located on this apparatus. The

vehicle is equipped with a generator and a number of electrical appliances. Additional equipment carried include saws, salvage tools, rope rescue equipment, and multiple hand tools.

**Rescue 140 2003 Medtech (Ambulance)**

**Purchase cost \$10,000**



R-140 is a retired ambulance. Currently used as a vehicle to respond to water incidents. Additionally, it was the vehicle we used to respond within the city on EMS calls when we have adequate manning. This vehicle has been replaced by R-142.

**Rescue 142 2020 Alexis**

**Purchase cost \$215,000**



R-142 is a multi-purpose rapid response vehicle. Currently used as a primary EMS response vehicle, R-142 is set up to respond to EMS, fire, motor vehicle accidents, and water rescue incidents.

**Command Vehicle BC-2 2005 Chevy Tahoe**

**Purchase cost \$27,490**



BC-2 is a command vehicle and is assigned to the shift officer of the day. Equipped with a command console and multiple radios, the vehicle also carries the PPE of the operator, EMS equipment, AED, reference materials, and some metering equipment.

**Command Vehicle BC-1 2017 Ford Expedition**

**Purchase cost \$31,585**



BC-1 is a command vehicle and is currently assigned to the Chief of the Department. Equipped with a command console and Multiple radios, the vehicle also carries the PPE of the operator, EMS equipment, AED, reference materials, and some metering equipment.

**Utility R-160 2016 Ford F-350**

**Purchase cost \$32,468**



R-160 is a medium duty pickup truck. The vehicle is used to tow the Department's Public Education, Hazmat, and TRT Trailers and is a valuable asset. The vehicle has been equipped with EMS equipment in times of disaster or inclement weather.

**Utility Terrain Vehicle UTV-1 2017 Polaris Ranger**

**Purchase cost \$15,000**



Is a 4 x 4 has a 2,000-pound towing capacity, 1,500-pound total payload capacity, and 1,000-pound cargo box payload. It has seating for 3 people and 1 patient. It is used in large events, in extreme weather, and also for incidents in the conservation district. It is equipped with a medical skid bed, a winch, and a plow in the winter.

**5 Year Capital Expenses (Vehicles, Equipment, Technology Needs)  
Fiscal Years 2022 to 2026**

Department: Fire

Category	Brief Description	Estimated Cost	Fiscal Year Purchased
Vehicles:	1 Fire Engine Payment 6 of 7	\$68,828	FY 2022
	2 Fire Engine Payment 7 of 7	\$68,828	FY 2023
	3 Proposed New Engine 1 of 7	\$64,285	FY 2024
	4 Fire Engine Payment 2 of 7	\$64,285	FY 2025
	5 Fire Engine Payment 3 of 7	\$64,285	FY 2026
Equipment:	1 Motorola Portable Radios (5)	\$11,827	FY 2022
	2 Motorola Mobile Radio (L 150)	\$6,636	FY 2022
	3 Extrication E-Draulics Tool (Applied for SFM Small Equipment Grant)	\$19,668	FY 2022
	4 Motorola Portable Radios (5)	\$11,827	FY 2023
	5 Motorola Portable Radios (5)	\$11,827	FY 2024
Technology Needs:	1 Station Alerting System	\$70,000	FY 2025
	2		
Infrastructure Needs:	1 Re-Roof Station #1 (Administration Side)	\$25,000	FY 2022
	2 Apparatus Floor Refinished (Station #2)	\$20,000	FY 2023
	3		

# BELVIDERE FIRE DEPARTMENT



## Apparatus Replacement Plan

Created August, 2021





# BELVIDERE FIRE DEPARTMENT

## Apparatus Safety Technology

Safety technology in today's fire apparatus:

### 1. Vehicle Data Recorders:

NFPA 1901 – Standard for Automotive Fire Apparatus states that all fire apparatus should be equipped with data recorders that collect the following information when the vehicle is in motion:

- Vehicle speed
- Acceleration
- Deceleration
- Engine speed
- Engine throttle position
- Anti-lock braking system events
- Seat occupied status
- Seatbelt status
- Master optical warning device switch
- Time
- Date

### 2. Rollover Stability:

Rollover crashes are one of the most common types of accidents involving fire apparatus. The typical engine has a high center of gravity making it more susceptible to rollover during side impact or a uncorrected skid. Electric Stability Control (ESC) helps drivers maintain control of their apparatus.

### 3. Seatbelts and Airbags:

Evolutions in seatbelt technology increase firefighter safety and compliance. Truck manufacturers developed sensors that detect when a seating position is occupied but the firefighter is not belted in and it will notify the driver and officer.

Airbag systems continue to evolve as well. Today's fire apparatus are equipped with frontal airbags for the driver and officer as well as side airbags for both front and rear passengers.

#### **4. Chassis and Cab:**

Crew cabs are stronger than ever before. A crew cab must meet the requirement from the Society of Automotive Engineers. The cab must withstand a frontal impact, a roof impact, and a side impact while still maintaining its integrity and protecting the occupants.

#### **5. Crash Sensor Systems:**

Manufacturers are now positioning sensors around the apparatus that monitors vertical orientation. If a vehicle deviates from the 90° upright position, this triggers seatbelt pre-tensioning and deploys side airbags.

#### **6. Collision Avoidance Systems:**

Fire apparatus are now acquiring many of the collision avoidance technology found in today's passenger vehicles including:

- Blindspot detection systems
- Rear cross-traffic alerting
- Forward collision warnings

#### **7. Optics:**

Split screen displays give fire apparatus drivers a 360° bird's eye view around the apparatus. Displays change depending on what the vehicle is doing, for example: the display automatically switches to side view when turning and to rear mode when backing. This enables the driver to see pedestrians and obstacles in real time.

**In summary:** Safety technology has evolved immensely. Our 20 and 30 year old engines lack all of the above mentioned safety features. With a new engine will come new technology and a safer response for our firefighters and our citizens.

# Appendix A

Apparatus Type	Year Purchased	Year Replaced
Ladder 150	2011	2031
Engine 101	2017	2032
Engine 102	2002	2022
Engine 103	1992	Retired 2022; not replaced
Rescue 140	2003 (used)	TBD
Rescue 142	2020	2035
Rescue 160	2016	TBD
Command BC 1	2017	2027
Command BC 2	2005	2021

20 years on Ladder Trucks

15 years on Engines/Rescues

10 Years on Command Vehicles

# Appendix B

## 15 YEAR APPARATUS REPLACEMENT PLAN

Appartus	Purchase		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	Year	Price															
Engine-101	2017	\$472K												\$550K			
Engine-102	2002	\$274K		\$450K													
Engine-103	1992	\$193K		Not Replacing													
Ladder-150	2011	\$657K											\$1.0M				
R-142	2021	\$215K															
R-140	2003	Used															
R-160	2016	\$32.5K															
BC-1 Cmnd	2017	\$31.5K							\$40K								
BC-2 Cmnd	2005	\$27.5K		\$37K													
Apparatus Fund					\$100K	\$100K	\$100K	\$100K	\$100K	\$100K	\$100K	\$100K	\$100K	\$100K	\$100K	\$100K	\$100K
Apparatus Fund with projected costs subtracted					\$100K	\$200K	\$300K	\$400K	\$460K	\$560K	\$660K	\$760	\$100K	\$-240K	\$-690K	\$-590K	\$-490K

## **Replacement Plan Considerations:**

Apparatus replacement should be done through proper planning. There are a number of recommended guidelines or best practices that identify an expected replacement date for fire apparatus, however for a city this size and with the call volume of BFD, these dates may be unrealistic and burdensome. BFD apparatus purchases can be found in appendix "A" along with the year of proposed replacement.





A systematic replacement plan is beneficial for the safety of our personnel and the public we serve. Additionally, a sound financial plan allows stake holders (both internal and external) to better predict the needs of the city and establishes how the leadership is working to meet those needs in the most prudent manner that is clear and can be easily understood.

Management of the fleet requires good preventative maintenance practices in an effort to get the best benefit from the apparatus for the safety of our personnel and the public we serve. Annual budget planning for the adequate maintenance of these valuable resources is necessary. It is important to note that as apparatus becomes older, the costs for maintenance often increase as well.

Replacement considerations of apparatus should include several factors. These factors include but are not limited to:

1. Age of vehicle
2. Mileage or service hours
3. Wear and tear on the vehicle
4. Safety considerations of current vehicle and current safety enhancements available
5. Call volume
6. Size of response area

An anticipated replacement schedule for apparatus and equipment is as follows:

 Engines	15 year replacement:
 Quint/Ladder	20 year replacement
 Rescues	10-15 year replacement
 Staff/Command	10 year replacement

## **Future Possible Needs:**

As the demographics of the BFD changes, so too does the call volume and the types of calls we respond to. Future apparatus needs of the BFD are difficult to accurately predict and therefore are a best guess. Over the years, we have seen the call volume for EMS increase. We need to keep in mind the ramifications to the city if our OSF transport contract were to discontinue. This would require future additions of a minimum of two ambulances to our fleet.

## **Long Range Financial Plan:**

The beginning steps of a long-range apparatus plan started to come into place. With the assistance of Administrative Assistant Chris Gilman a spread sheet was created to outline the age of the apparatus and anticipated replacement dates. Additionally, this spreadsheet accounted for funds being removed from the "Apparatus Fund" and anticipated adding of funds on an annual basis.

The current long range plan spread sheet goes out to the year 2035 and should remain as a 15-year outlook. Funding the "Apparatus Fund" with a nominal \$100k annually should help offset the plan for the 15-year outlook. As apparatus becomes more expensive or as additional fleet additions are deemed necessary, it should be anticipated that there will be a need to increase the annual contributions. It is important to note that not included in the spreadsheet is the expected value of the vehicle when it is no longer serviceable for the BFD. Once an older apparatus is replaced, any monies received from selling the vehicle should be placed back in the Apparatus Fund.

A copy of the most recent spreadsheet can be found in appendix "B".

## **Summary:**

This apparatus replacement plan is a tool for the leadership of the BFD to best predict the equipment and financial needs of the city. In an effort to maintain an updated plan, it is imperative that the plan be reviewed and reevaluated annually. Failure to do so will put the city in a position where our members who respond to calls will not have the necessary tools to mitigate emergencies.

Since this plan only addresses apparatus needs, it is necessary that consideration of other large-scale purchases be planned for. Examples of these large-scale purchases include but are not limited to SCBA, turnout gear, computers/information technology equipment, and thermal imaging cameras.

# *Belvidere Police Department*

Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol



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615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - [www.ci.belvidere.il.us](http://www.ci.belvidere.il.us)

TO: Mayor Morris and City Council

FROM: Chief Shane Woody

DATE: August 23, 2021

RE: Non-Disclosure and Vehicle Modification Agreement

Once the Council approved the expenditure for the armored vehicle modifications SWATMOD explained it needed a non-disclosure agreement (NDA) and vehicle modification agreement before performing the requested modifications.

SWATMOD explained that the NDA would protect his proprietary work and the vehicle modification agreement would spell out the work to be done and to which vehicle, payment, warranties, and provisions pertaining to liability.

The NDA and vehicle modification agreement are attached to this memorandum.

**Motion: To approve the signing of the Non-disclosure Agreement (NDA) and vehicle modification agreement for SWATMOD.**

# NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is effective as of \_\_\_\_\_, 20\_\_\_\_ by and between SWATMOD (“**Discloser**”), located at 3866 31<sup>st</sup> ST SE, St. Cloud, Minnesota 56304, and \_\_\_\_\_ (“**Recipient**” or “**you**”), located at \_\_\_\_\_ (Discloser and Recipient together are the “**Parties**,” each a “**Party**”).

- 1. Confidential Information.** “**Confidential Information**” means all proprietary, financial, business, legal, technical, or other information of Discloser or Discloser’s affiliates, employees, customers, or suppliers previously or subsequently disclosed by or on behalf of Discloser to Recipient not generally known to third parties, including without limitation, all information, whether in tangible or intangible form, (i) disclosed pursuant to this Agreement for purposes of evaluation or engaging in potential or continuing projects or business activities between the Parties; (ii) related to Discloser’s existing or contemplated proprietary inventions, discoveries, technologies, prospects, patentable ideas, or trade secrets; (iii) marked or otherwise identified as confidential at the time of disclosure or designated as such in a written memorandum delivered to Recipient within 30 days thereafter; (iv) that by its nature would be understood by a reasonable person to be proprietary or confidential under the circumstances; or (v) information received by Discloser from others that Discloser has an obligation to treat as confidential. All such information will be treated as Confidential Information regardless of whether it is designated as confidential at the time of its disclosure. This Agreement will not prohibit any disclosure that is required by law or court order, provided that Recipient has not intentionally taken actions to trigger such required disclosure.
- 2. Obligations.** In consideration for Recipient’s receipt of Confidential Information or other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Recipient agrees as follows: (i) to not disclose Confidential Information to third parties without Discloser’s express prior written consent and to maintain the confidentiality of the Confidential Information in good faith while exercising reasonable precautions to prevent any unauthorized access, use, or disclosure; (ii) to only use Confidential Information for the purposes for which it was provided or in order to evaluate potential or continuing projects or business activities between the Parties and in performance of any resulting arrangements; (iii) to not disclose Confidential Information to Recipient’s employees, officers, parent company, or majority-owned subsidiaries, if any, except on a need-to-know basis for purposes permitted hereunder; (iv) to immediately notify Discloser if Recipient becomes aware of any possible unauthorized use, disclosure, or misappropriation of Confidential Information; and (v) to immediately notify Discloser of any court order compelling disclosure of Confidential Information and will cooperate with Discloser in contesting or minimizing such disclosure. Each party will be responsible for any breach of its obligations hereunder by its respective employees or agents.
- 3. No Warranties or Licenses.** Confidential Information is provided to Recipient on an “**As-Is**” basis. DISCLOSER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS ACCURACY, COMPLETENESS, OR PERFORMANCE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,



AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. All of Discloser's title and rights in and to its Confidential Information will remain the exclusive property of Discloser. Neither this Agreement nor any disclosure of Confidential Information hereunder (i) obligates the Discloser to disclose Confidential Information, (ii) obligates the Parties to transact or contract with each other, (iii) limits the Parties from entering into business relationships with third parties, or (iv) grants Recipient any right or license under any copyright, patent, trade secret, or other intellectual property right. Nothing herein creates a joint venture or other business association between the parties.

4. **Term; Remedies.** The rights and obligations of the Parties under this Agreement will continue indefinitely from the effective date and will survive the expiration or termination, for any reason, of any other contractual relationship between the Parties that may occur while this Agreement is in effect. Recipient agrees to immediately return or destroy all Confidential Information, including copies thereof, upon termination of this Agreement or Discloser's written request. Recipient acknowledges that any breach of this Agreement will cause substantial and irreparable harm to Discloser for which money damages may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach of this Agreement, Discloser is entitled to seek injunctive relief in addition to any other rights or remedies available at law, in equity, or by statute.
  
5. **General.** This Agreement represents the entire Agreement between the Parties and may not be modified other than in a signed writing by both Parties. If any provision of this Agreement is held to be invalid or unenforceable for any reason, then that provision will be considered removed from this Agreement and the remaining provisions will continue to be valid of limited according to the intentions of the Parties. The failure by Discloser to enforce a breach of this Agreement by Recipient will not be considered as a waiver of rights with respect to any subsequent breach by Recipient. This Agreement will be governed by and construed in accordance with the laws of Minnesota. All disputes will be resolved by a court of competent jurisdiction therein. Any notice hereunder will be effective upon receipt and must be provided in writing and delivered to the address stated above.

IN WITNESS WHEREOF, the Parties have duly signed the attached NON-DISCLOSURE AGREEMENT, effective \_\_\_\_\_, 20\_\_\_\_\_.

SWATMOD

x/ Nathan Mueller

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

Print Name: Nathan Mueller

Title: Owner

Agency: \_\_\_\_\_

x/ \_\_\_\_\_

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

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

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

# VEHICLE MODIFICATION AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between SWATMOD LLC ("outfitter"), and \_\_\_\_\_ ("Client").

WHEREAS, Client desires that SWATMOD LLC modifies vehicle listed below;

WHEREAS, SWATMOD LLC desires to modify the vehicle identified in this document; and

WHEREAS, the parties wish to set forth the terms and conditions of modifications in writing.

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

## 1. VEHICLE TO BE MODIFIED

A. **Vehicle.** The modifications that SWATMOD LLC will accomplish will be to a vehicle owned by the Client, which is: Year: \_\_\_\_\_, Make: \_\_\_\_\_ Model: \_\_\_\_\_

VIN number: \_\_\_\_\_ ("Vehicle").

**Modifications that will be applied:**

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B. **Excluded Assets.** All other assets of SWATMOD LLC are excluded from this agreement.

## 2. PAYMENT

Client shall pay SWATMOD LLC for the modifications to be completed. Client shall pay 50% down upon receipt of invoice; remaining amount is due upon pickup of the vehicle when modifications/service/autobody has been completed.

### 3. WARRANTIES OF OUTFITTER

Outfitter represents and warrants:

A. **Authority.** SWATMOD LLC has all requisite power and authority to own and operate its properties, to carry on its business as and where such is now being conducted, to enter into this Agreement and the other documents and instruments to be executed and delivered by SWATMOD LLC pursuant hereto, and to carry out the transactions contemplated hereby and thereby.

B. **Title.** SWATMOD LLC has good and merchantable title to all parts and equipment used to effect the modifications of the Vehicle and certifies that such parts and equipment used herein, whether tangible or intangible, are free and clear of any and all liabilities of any nature (accrued, absolute, contingent or otherwise), liens, encumbrances, or security interests.

C. **Condition.** SWATMOD LLC represents and warrants that all of the equipment installed in the modification shall be in good condition and in good operating order and in working condition at Closing and is usable in the operation of the Client at Closing. However, there is no warranty implied or expressed. Personnel should be properly trained to use any and all equipment before utilizing on any operation.

D. **Litigation.** There are no pending or threatened actions, suits, or proceedings by or before any court of law, governmental entity, or arbitration panel relating to or affecting One SWATMOD LLC.

### 4. INDEMNITY

A. **By SWATMOD LLC.** Outfitter agrees to indemnify, defend and hold Client harmless from, for, and against all demands, claims, actions, causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties, and attorneys' fees and expenses, asserted against, resulting to, imposed upon or incurred by Client, directly or indirectly, by reason of or resulting from the falsity or breach of any representation made by SWATMOD LLC in this agreement.

B. **By Client.** Client hereby agrees to indemnify, defend and hold SWATMOD LLC harmless from, for and against all demands, claims, actions, causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties and attorneys' fees and expenses, asserted against, resulting to, imposed upon or incurred by SWATMOD LLC, directly or indirectly, by reason of or resulting from (a) the falsity or breach of any representation, warranty or covenant of Client contained herein or made pursuant to this Agreement; (b) any use of the modified vehicle by the Client and any injury or damage resulting from the modified vehicles used by the Client, its successors and assigns.

### 5. HOLD HARMLESS

Client acknowledges and agrees that SWATMOD LLC will not have any liability to Client or third persons for any damages of any kind whatsoever arising directly or indirectly from Buyer's use of the SWAT vehicle or in connection with this agreement. Client shall be responsible for and SWATMOD LLC shall have no liability whatsoever for, any claims, suits, actions, proceedings, losses, costs, expenses or liabilities of whatever nature (present or future and environmental or otherwise) arising out of or in any way connected with Clients use of the vehicle, regardless of the cause, and including any alleged fault or negligence of SWATMOD LLC.

## 6. GENERAL PROVISIONS

A. **Severability.** If any term or provision of this Agreement or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any of jurisdiction, the remaining terms and provisions of this Agreement, or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.

B. **Further Actions.** The parties agree to execute and deliver from time to time hereafter any and all such further documents and to take such further actions as shall be reasonably necessary to carry out the transactions contemplated by this Agreement.

C. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Client and SWATMOD LLC and their respective successors, heirs and assigns; provided, however, that SWATMOD LLC and Client shall not directly or indirectly transfer or assign any of their respective rights hereunder in whole or in part without the prior written consent of the other party or parties, and any such transfer or assignment without such consent shall be void. Subject to the immediately preceding sentence, this Agreement is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the parties hereto and their permitted successors and assigns. The parties further agree that said written consent shall not be unreasonably withheld.

D. **Entire Agreement.** In entering into and executing this Agreement, no party has relied or shall rely upon any promises, representations and warranties not expresses herein, and this Agreement expresses their entire agreement on the subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SWATMOD LLC**

3866 31<sup>st</sup> ST SE

St. Cloud, MN 56304

**Agency Name and Address:**

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**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**BELVIDERE**  
**POLICE**

*Matthew Wallace*  
*Deputy Chief—Investigations*


*Shane Woody*  
*Chief of Police*

*Patrick Gardner*  
*Deputy Chief—Patrol*

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615 N. Main Street - Belvidere, IL 61008 - Phone: 815-544-9626 - Fax: 815-544-9603 - [www.ci.belvidere.il.us](http://www.ci.belvidere.il.us)

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**TO:** Mayor Morris and City Council  
**FROM:** Chief Shane Woody   
**DATE:** August 23, 2021  
**RE:** Authorization to Purchase Four (4) Starcom Portable Radios

The Belvidere Police Department is requesting authorization to purchase four new portable radios.

The new radios would replace radios that are approximately 14 years old and not in good working condition. The Police Department had budgeted \$16,000 in the Equipment Line Item for these radios.

As shown on the attached quote from Motorola Solutions, the total cost of the radios and extra needed equipment is \$16,223.20.

**Motion:** To authorize the purchase of four (4) Motorola Starcom 21 APX 4000 7/800 MHZ Model 2 Portable Radios and required ancillary equipment for a total cost of \$16,223.20 using funds budgeted in the Equipment Line Item #01-5-210-8200 for the purchase of portable radios.

SW/sd



QUOTE-1528719  
 APX4000 w/charger, RSM, spare  
 batt

Billing Address:  
 BELVIDERE POLICE DEPT  
 615 N MAIN ST  
 BELVIDERE, IL 61008  
 US

Quote Date:08/12/2021  
 Expiration Date:11/10/2021  
 Quote Created By:  
 Dave Carter  
 dave@rockriverservice.com

End Customer:  
 BELVIDERE POLICE DEPT  
 Pat Molloy  
 patmolloy@boonecountysheriff.com  
 815-509-8164

Contract: 24302 - STARCOM21, IL  
 DIT7016660

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000				
1	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT	4	\$2,120.00	\$1,547.60	\$6,190.40
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	4	\$5.00	\$3.65	\$14.60
1b	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	4	\$1,570.00	\$1,146.10	\$4,584.40
1c	H122BV	ALT: 1/4- WAVE 7/800 STUBBY (NAR6595)	4	\$24.00	\$17.52	\$70.08
1d	H869CE	ENH: MULTIKEY	4	\$330.00	\$240.90	\$963.60
1e	H842BJ	ADD: SINGLE UNIT PACKAGING	4	\$0.00	\$0.00	\$0.00
1f	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	4	\$0.00	\$0.00	\$0.00
1g	QA00580AF	ADD: TDMA OPERATION	4	\$450.00	\$328.50	\$1,314.00
1h	H885BK	ADD: 3Y ESSENTIAL SERVICE	4	\$95.00	\$95.00	\$380.00
2	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	4	\$76.00	\$55.48	\$221.92



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	LSV00Q00202A	DEVICE PROGRAMMING	4	\$257.14	\$257.14	\$1,028.56
4	NNTN8128BR	BATT IMPRES LIION 2000T	4	\$117.00	\$85.41	\$341.64
5	PMLN7008A	CARRY ACCESSORY-BELT CLIP,2.5-INCH BELT CLIP	4	\$13.00	\$9.49	\$37.96
6	NMN6274B	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK	4	\$368.50	\$269.01	\$1,076.04
<b>Grand Total</b>					<b>\$16,223.20(USD)</b>	

Notes:





<b>Purchase Order Checklist</b>	
<b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)</b>	
<b>PO Number/ Contract Number</b>	
<b>PO Date</b>	
<b>Vendor = Motorola Solutions, Inc.</b>	
<b>Payment (Billing) Terms/ State Contract Number</b>	
<b>Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name</b>	
<b>Bill-To Address</b>	
<b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>	
<b>Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )</b>	
<b>PO Amount must be equal to or greater than Order Total</b>	
<b>Non-Editable Format (Word/ Excel templates cannot be accepted)</b>	
<b>Bill To Contact Name &amp; Phone # and EMAIL for customer accounts payable dept</b>	
<b>Ship To Contact Name &amp; Phone #</b>	
<b>Tax Exemption Status</b>	
<b>Signatures (As required)</b>	



## BELVIDERE POLICE DEPT

APX4000 w/charger, RSM, spare batt

08/12/2021

08/12/2021

BELVIDERE POLICE DEPT  
615 N MAIN ST  
BELVIDERE, IL 61008

RE: Motorola Quote for APX4000 w/charger, RSM, spare batt  
Dear Pat Molloy,

Motorola Solutions is pleased to present BELVIDERE POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BELVIDERE POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Dave Carter at [dave@rockriverservice.com](mailto:dave@rockriverservice.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Dave Carter

Motorola Solutions Manufacturer's Representative

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# Belvidere Police Department



Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol

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615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - [www.ci.belvidere.il.us](http://www.ci.belvidere.il.us)

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Date: August 23, 2021

To: Mayor Morris and City Council

From: Chief Shane Woody

Re: Ordinance Authorizing Sale of Squad Cars

Mr. Mayor and City Council,

Before you is an ordinance requesting to sell three surplus police department vehicles. Attached to this request are 3 Appraisals from Kunes Chrysler Dodge Jeep Ram of Belvidere and Manley's Ford of Belvidere.

In addition to the appraisals, I have printed off trade-in car values from Kelley Blue Book as a baseline for each vehicle requested to be sold:

- |  |                 |
|--|-----------------|
| 1. 2016 Dodge Charger, 71,519, VIN: 2C3CDXKT5GH273124, | \$13,700-16,000 |
| 2. 2013 Dodge Durango, 92,096, VIN: 1C4RDJF0DC683389,  | \$10,000-12,000 |
| 3. 2016 Dodge Charger, 84,819, VIN: 2C3CDXKT3GH273125, | \$12,000-15,000 |

Kunes Chrysler Dodge Jeep Ram of Belvidere provided the following appraisals:

- |  |         |
|--|---------|
| 4. 2016 Dodge Charger, 71,519, VIN: 2C3CDXKT5GH273124, | \$9,000 |
| 5. 2013 Dodge Durango, 92,096, VIN: 1C4RDJF0DC683389,  | \$7,000 |
| 6. 2016 Dodge Charger, 84,819, VIN: 2C3CDXKT3GH273125, | \$8,500 |

Manley's Ford of Belvidere Provided the following appraisals:

- |  |          |
|--|----------|
| 7. 2016 Dodge Charger, 71,519, VIN: 2C3CDXKT5GH273124, | \$12,000 |
| 8. 2013 Dodge Durango, 92,096, VIN: 1C4RDJF0DC683389,  | \$11,000 |
| 9. 2016 Dodge Charger, 84,819, VIN: 2C3CDXKT3GH273125, | \$12,000 |

As you can see, according to the appraisals, Manley's Ford of Belvidere has offered more for trade-in value for each vehicle.

It would be my recommendation to approve sale of the three surplus police department vehicles to Manley's Ford of Belvidere.

If authorized, the police department intends to request the use of these funds to go towards purchasing warranties for the new squad cars that have already been authorized to purchase.

**Motion: To authorize the sale of three surplus police department vehicles: 1) 2016 Dodge Charger VIN: 2C3CDXKT5GH273124, 2) 2013 Dodge Durango, VIN: 1C4RDJF0DC683389, and 3) 2016 Dodge Charger, VIN: 2C3CDXKT3GH273123, to Manley's Ford of Belvidere for the total sale price of \$35,000.**

Respectfully,

Chief Shane Woody

# **Belvidere**

Deputy Chief Wallace,

Below are the offers for the vehicles we appraised this afternoon. Please keep in mind that with the constant change in the used vehicle market I am only able to honor these numbers through the end of August.

*Officer Blankenship's 2016 Dodge Charger (273125) \$12,000*

*Officer Polnow's 2013 Dodge Durango (683389) \$11,000*

*2016 Dodge Charger at Kunes (273124) \$12,000*

Thank you,

Hannah Rostamo  
Sales Manager  
Manley's Belvidere Ford, Inc.  
815-544-2138

Advertisement

My Car's Value

## 2016 Dodge Charger SE Sedan 4D

Mileage: **71,519** [Edit Options](#)

**4.8** ★ (218 Ratings) [Write a review](#)

[Save](#) [Print](#)

 Recalls: **6 Recalls Found**  
[Is my car affected?](#) →

 Repair Estimator: **See Pricing**  
[What's a fair price?](#) →

# 1 Compare Your Values

Use these values to help make a confident decision on whether to sell, trade or donate your car.

[Instant Cash Offer](#)   **[Trade-in](#)**   [Private Party](#)   [Donate Your Car](#)



Condition: Fair [▼](#)

Valid for ZIP Code **61008** [📍](#) through **08/18/2021**

**4.8** ★ (218 Ratings)  
[Write a review](#)

**Track This Car's Value**



Kunes CDJR of Belvidere  
1615 N State St  
Belvidere, IL 61008

## Appraisal Voucher

<b>Customer Information</b> Name: Belvidere Police Dept. Address: City: Region: Postal Code: Home Phone:	<b>Appraisal Information</b> Completed Date: 7/21/2021 4:18 PM Appraised Value: \$9,000.00 Appraiser: Kerry Boettcher Salesperson:	
<b>Vehicle Description</b> Year: 2016 Make: Dodge Model: Charger Series: Police	Odometer: 71,519 VIN: 2C3CDXKT5GH273124 Color:	
<b>Owner Acknowledgement</b> The owner acknowledges that the information is correct and that any issues with this vehicle are noted below.		
Vehicle Salvaged Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Flood Damage Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Factory Buyback Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Previously Damaged Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Emission Systems Verified Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Odometer Replaced Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owner Signature _____ Sales Manager _____ Appraiser _____	Date _____	




Advertisement

My Car's Value

## 2013 Dodge Durango SXT Sport Utility 4D

Mileage: **92,096**  [Edit Options](#)

**4.7**  (183 Ratings) [Write a review](#)

 Save  Print



Recalls: **11 Recalls Found**

[Is my car affected?](#)



Repair Estimator: **See Pricing**

[What's a fair price?](#)



# 1 Compare Your Values

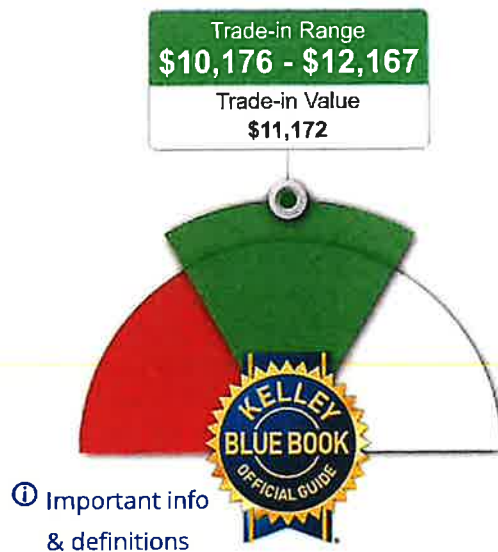
Use these values to help make a confident decision on whether to sell, trade or donate your car.

[Instant Cash Offer](#)

**[Trade-in](#)**

[Private Party](#)

[Donate Your Car](#)



Condition: Fair 

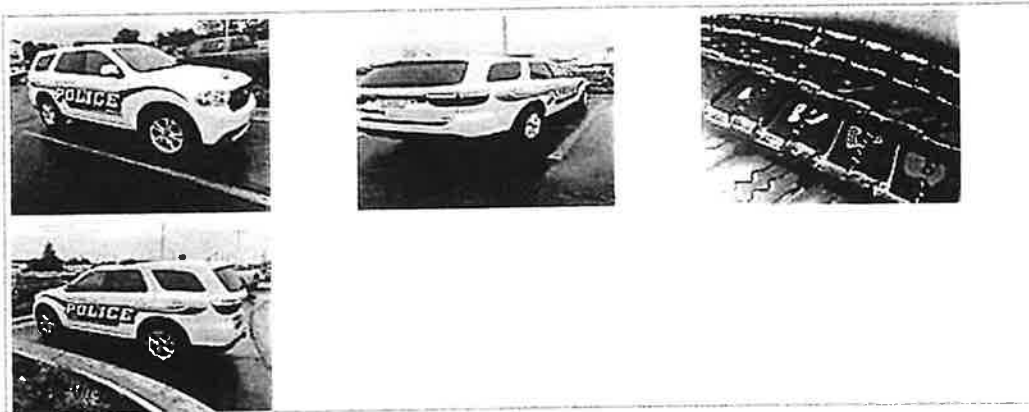
Valid for ZIP Code **61008**  through **08/12/2021**

## Appraisal Voucher

<b>Customer Information</b> Name: Belvidere Police Dept Address: City: Region: Postal Code: Home Phone:	<b>Appraisal Information</b> Completed Date: 7/21/2021 12:43 PM Appraised Value: \$7,000.00 Appraiser: Kerry Boettcher Salesperson:
---	---

<b>Vehicle Description</b> Year: 2013 Make: Dodge Model: Durango Series: Police	Odometer: 92,096 VIN: 1C4RDJFG0DC683389 Color:
---	--

### Photos



### Owner Acknowledgement

The owner acknowledges that the information is correct and that any issues with this vehicle are noted below.

Vehicle Salvaged

Yes  No

Flood Damage

Yes  No

Factory Buyback

Yes  No

Previously Damaged

Yes  No

Emission Systems Verified

Yes  No

Odometer Replaced

Yes  No

Owner Signature \_\_\_\_\_

Date \_\_\_\_\_

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


Appraiser \_\_\_\_\_

Advertisement

My Car's Value


## 2016 Dodge Charger SE Sedan 4D

Mileage: **84,819**  [Edit Options](#)

**4.8**  (218 Ratings) [Write a review](#)

 Save  Print

 **Recalls: 6 Recalls Found**  
[Is my car affected?](#) →

 **Repair Estimator: See Pricing**  
[What's a fair price?](#) →

## Compare Your Values

Use these values to help make a confident decision on whether to sell, trade or donate your car.

[Instant Cash Offer](#)   **[Trade-in](#)**   [Private Party](#)   [Donate Your Car](#)

Trade-in Range  
**\$12,777 - \$15,212**  
Trade-in Value  
**\$13,995**



 [Important info & definitions](#)

Condition: Fair 

Valid for ZIP Code **61008**  through **08/12/2021**



Kunes CDJR of Belvidere  
1615 N State St  
Belvidere, IL 61008

## Appraisal Voucher

<b>Customer Information</b> Name: Belvidere Police Department Address: City: Region: Postal Code: Home Phone:	<b>Appraisal Information</b> Completed Date: 7/21/2021 12:45 PM Appraised Value: \$8,500.00 Appraiser: Kerry Boettcher Salesperson:	
<b>Vehicle Description</b> Year: 2016 Make: Dodge Model: Charger Series: Police	Odometer: 84,819 VIN: 2C3CDXKT3GH273125 Color:	
<b>Owner Acknowledgement</b> The owner acknowledges that the information is correct and that any issues with this vehicle are noted below.		
Vehicle Salvaged Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Flood Damage Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Factory Buyback Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Previously Damaged Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Emission Systems Verified Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Odometer Replaced Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owner Signature _____ Sales Manager _____ Appraiser _____	Date _____	

# Belvidere Police Department



Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol

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615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - [www.ci.belvidere.il.us](http://www.ci.belvidere.il.us)

Date: August 23, 2021

To: Mayor Morris and City Council

From: Chief Shane Woody

Re: Request to Purchase Squad Car Warranties

Mr. Mayor and City Council,

Attached to this motion is information regarding vehicle warranties from Tru Vehicle Service Contracts (truvs) facilitated by Kunes Chrysler Dodge Jeep Ram of Belvidere.

The warranty coverage sought would be the comprehensive warranty which covers electronics inside the vehicle as well as mechanicals and powertrain. The exclusions to this warranty would be wearables or if a non-covered product caused the breakdown of a covered product. See attached documents for more information.

I called regarding the roadside assistance inquiring about the wait times of the tow trucks or tire repair personnel. I wasn't able to get an answer as to who the participating companies were that supply that service but was told that we could use our normal rotation of companies and could submit for reimbursement up to \$100.00.

As you can see there are multiple yearly options. If approved, my recommendation would be to purchase the 5-year warranty coverage due to the potential beyond 5 years for increased vehicle maintenance and the potential for non-covered expenses to increase.

Additional indirect costs include:

- Officers having to spend time waiting for tows or tire repair service increases
- Additional wear and tear on available squad cars that have to be driven because a squad is being repaired
- Officers time shuffling squad cars back and forth from the repair shops.

The warranties would be applied to the seven (7) most recent squad cars that have either been purchased or authorized and on order:

- 2 – approved from last year's budget and currently being outfitted
- 1 – approved to replace squad #2 which was an insurance claim
- 4 – approved and on order from this year's budget

If approved, the police department requests to use the funds received from the sale of three surplus police department vehicles to Manley's Ford of Belvidere for \$35,000.00.

**Motion: To authorize the purchase of 7 - five-year warranties from Tru Vehicle Service Contracts in the amount of 24,003.00 to be paid from the sale of three surplus police department vehicles: 1) 2016 Dodge Charger VIN: 2C3CDXKT5GH273124, 2) 2013 Dodge Durango, VIN: 1C4RDJF0DC683389, and 3) 2016 Dodge Charger, VIN: 2C3CDXKT3GH273123, to Manley's Ford of Belvidere for the total sale price of \$35,000.**

Respectfully,

Chief Shane Woody

**Matt Wallace**

---

**From:** Kerry Boettcher <kerry.boettcher@kunescountry.com>  
**Sent:** Thursday, July 22, 2021 9:09 AM  
**To:** Matt Wallace  
**Subject:** Warranty information

Matt,

Here is some pricing information on the warranty that we talked about, there is no engine hour limit and all warranties are unlimited miles.

- 5 years \$3,429 per warranty ... 7 squads would be \$24,003
- 6 years \$3,528 per warranty ... 7 squads would be \$24,696
- 7 years \$3,643 per warranty ... 7 squads would be \$25,501
- 8 years \$3,826 per warranty ... 7 squads would be \$26,782

Let me know if you need some additional information

Thanks,

--



**Kerry Boettcher**  
Sales Manager  
kerry.boettcher@kunescountry.com | (815) 544-9211  
Kunes CDJR of Belvidere | [kunesbelviderechrysler.com](http://kunesbelviderechrysler.com)

## Shane Woody

---

**From:** Matt Wallace  
**Sent:** Wednesday, August 18, 2021 2:08 PM  
**To:** Shane Woody  
**Subject:** Fwd: Interceptor warranty

Sent from my iPhone

Begin forwarded message:

**From:** Kerry Boettcher <kerry.boettcher@kunes.com>  
**Date:** August 18, 2021 at 1:33:11 PM CDT  
**To:** Matt Wallace <wallace@belviderepolice.com>  
**Subject:** Interceptor warranty

This message originated from an **External Source**. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

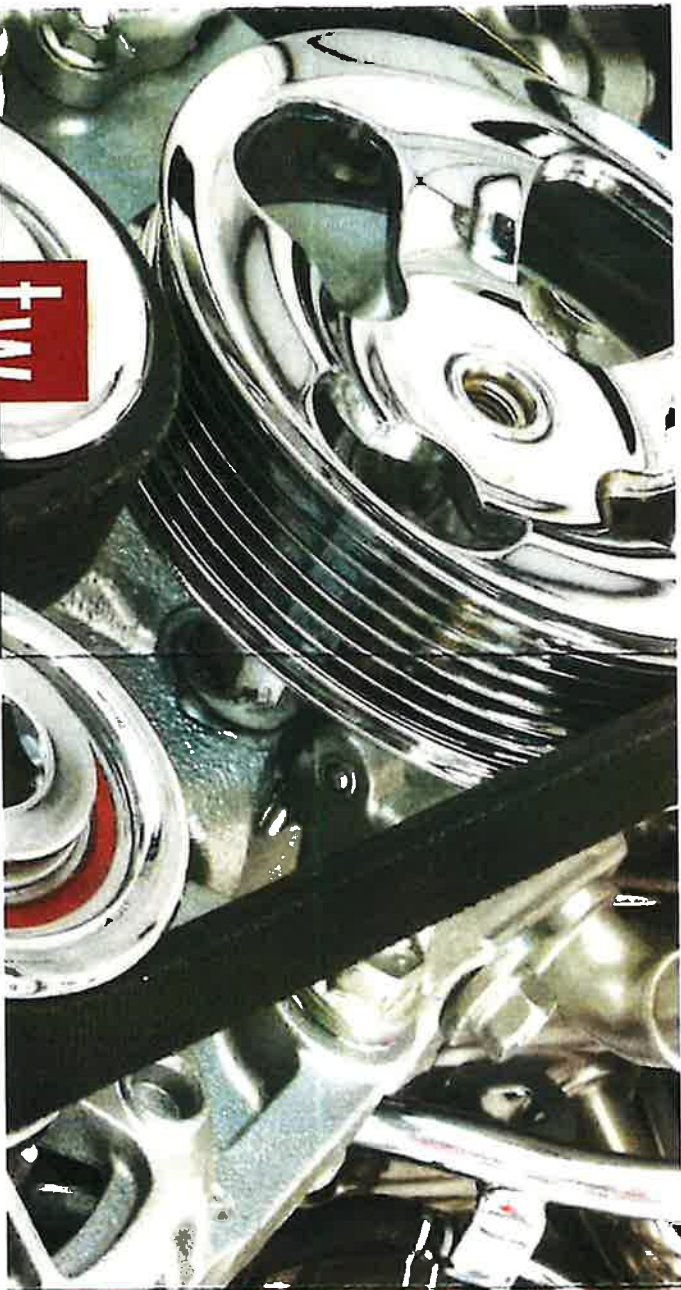
Matt,

The section of that warranty contract you were reading is correct, the normal warranty we provide does not cover "commercial" vehicles. Upon purchasing and registering your warranty, you will have a cover page with all of your information and the vehicle information on the front of the contract... On that same page there will be a box checked off, including "commercial vehicle" coverage... that will take care of that highlighted section of the warranty you were concerned about.

Let me know if this helps, or if there is any other documentation you would need for clarification... Again, the squad cars WOULD BE covered under this warranty... once we register them and select commercial vehicle coverage.

Thanks,  
Kerry Boettcher  
General Sales Manager  
Kunes CDJR of Belvidere  
815-544-9211





# TUVSG

## VEHICLE SERVICE CONTRACTS

Like Mileage Limit

Coverage Up to 66 Months

24/7 Roadside Assistance

Quick & Easy Claims

**A VEHICLE SERVICE CONTRACT  
IS THE SIMPLE,  
COST-EFFECTIVE WAY TO PLAN  
AHEAD AND ENJOY  
WORRY-FREE VEHICLE  
OWNERSHIP!**

We offer a variety of coverage levels, options and terms — all with great benefits included — to make it easy to find the right plan for your needs and budget.

All of our plans are completely transferable, adding substantial resale value to your vehicle should you sell it too!

This brochure is for reference only. Please refer to your Service Contract for complete components listings, and coverage details for ALL plans, options and benefits. All TUVSG vehicle service contracts are administered exclusively by SSOCCS, Inc.

### ADDITIONAL BENEFITS



#### 24/7 EMERGENCY ROAD SERVICES

Available at no cost for towing up to 25 miles, battery jumpstart, flat tire change, fuel delivery\* and locksmith services.



#### TRIP INTERRUPTION

Reimbursement for food/lodging expenses, up to \$50 per day for up to 3 days if a covered mechanical breakdown occurs more than 100 miles from home.



#### RENTAL CAR

Reimbursement for rental vehicle expenses, up to \$50 per day for every 8 hours (or portion thereof) of labor time required to complete the repair, up to a maximum of seven (7) days.



#### COMPETITIVE LABOR RATES

Labor charges are based on All Data time to repair or replace a covered component up to \$125 per hour of posted labor time.



#### NATIONWIDE COVERAGE

Access to an authorized repair network anywhere in the US

\* You are responsible for the actual cost of delivery of fuel. All services are subject to maximum reimbursement limits. Coverage may not be available in all states. Restrictions & limitations may apply. Roadside services provided by or in collaboration with partner.



OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AND CLASS ACTION WAIVER BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE PURCHASE OF THIS AGREEMENT (THE DATE OF PURCHASE BEING INDICATED ON YOUR SALES ORDER AND RECEIPT FROM THE SELLING RETAILER). To opt out, You must send written notice to either: (1) [10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256], Attn: Legal or (2) [legal@fortegra.com](mailto:legal@fortegra.com), with the subject line, "Arbitration Opt Out." You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Agreement; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

Privacy Policy: It is Our policy to respect the privacy of Our customers. For information on Our privacy practices, please review Our privacy policy at [www.fortegra.com](http://www.fortegra.com).

#### G. FOR ASSISTANCE

IN THE EVENT OF A BREAKDOWN, CANCELLATION, TRANSFER, OR FOR ANY OTHER QUESTIONS OR CONCERNS, CALL 866-217-5309 TOLL FREE. FOR EMERGENCY ROADSIDE ASSISTANCE, CALL 866-217-5309 TOLL FREE.

#### H. EMERGENCY ROADSIDE ASSISTANCE

Emergency Roadside Assistance is available 24 hours a day, every day of the year throughout the United States & Canada. Your coverage begins on the date shown on this Agreement and terminates on either the expiration date shown or at the expiration of your contract. You will only have to pay for any non-covered expenses or costs in excess of your one hundred dollar (\$100) per occurrence maximum. Service must be a covered benefit under the terms and conditions of this Agreement and is available only for the specific Covered Vehicle registered with Auto Knight Motor Club as part of this Agreement. "Covered Vehicle" is defined as the vehicle listed on the Schedule Page for this Agreement and registered with Auto Knight Motor Club (Vehicle Identification Number and Year, Manufacturer and Model).

All of the emergency roadside assistance services are provided by Auto Knight Motor Club, Inc. administrative offices located at 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256. All entities are collectively referred to as "Auto Knight" throughout these Terms and Conditions.

Just call TOLL-FREE 1-888-246-2014 and a service vehicle will be dispatched to your assistance. Important: Please be with your Covered Vehicle when the service provider arrives, unless it is unsafe to remain with the vehicle, as the provider cannot service an unattended vehicle. In the event that service is not obtainable through Auto Knight, you will receive an authorization number to receive a refund of payments made according to your program benefit and coverage limits for services received independently. You must first contact Auto Knight for authorization to obtain independent services.

The following items are not included as part of the emergency roadside assistance benefit: Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Covered Vehicle in the commission of a felony. Cost of parts, replacement keys, fluids, lubricants, or fuel, material, additional labor relating to towing, or the cost of installation of products. Non-1 emergency towing or other Non-1 emergency service. Non-1 emergency mounting or removing of snow tires or chains. Shoveling snow from around a vehicle. Tire Repair. Extrication or Winching. Motorcycles, trucks over one and a half ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxi-cabs, limousines, or other commercial vehicles. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Any and all taxes or fines. Damage or disablement due to collision, fire, flood or vandalism. Towing from or repair work performed at a service station, garage or repair shop. Towing by other than a licensed service state or garage; vehicle storage charges; a second tow for the same disablement. Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law. Repeated service calls for a covered vehicle in need of routine maintenance or repair. Services received independently from Auto Knight without prior authorization from Auto Knight.

Only one disablement for the same service type during any seven day period will be accepted. THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE.

#### **SECTION FIVE – INSURANCE STATEMENT**

Our obligations to perform under this Agreement are insured under an insurance policy issued by Lyndon Southern Insurance Company [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738], except in California, Georgia, New York and Wisconsin.

In California, if any promise made in the Agreement has been denied or has not been honored within sixty (60) days after Your request, You may contact the California Department of Insurance at (800) 927-4357 or access the department's Internet Web site ([www.insurance.ca.gov](http://www.insurance.ca.gov)).

In Georgia, the Obligor is insured under an insurance policy issued by the Insurance Company of the South, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738].

In New York and Wisconsin, the Obligor is insured under an insurance policy issued by Blue Ridge Indemnity Company, [10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738].

If the Obligor fails to pay an authorized claim within sixty (60) days, or if the obligor becomes insolvent or ceases to conduct business during the term of this agreement, you may submit your claim directly to the applicable insurer at the above address for consideration.

#### LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON MOSS WARRANTY ACT:

You agree and acknowledge that You have paid an additional fee for this Agreement that is separate and apart from the purchase price You paid for the Covered Vehicle. Because of that separately stated consideration, You agree and acknowledge that this Agreement is not part of the basis of the bargain for Your purchase of the Covered Vehicle. You further agree and acknowledge that We, the Administrator/Obligor under this Agreement, are not the supplier of the Covered Vehicle. Consequently, this Agreement is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this Agreement is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

LIMITATION OF LIABILITY: THIS AGREEMENT SETS OUT THE FULL EXTENT OF OUR RESPONSIBILITIES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, EXPENSES ARISING OUT OF THIRD PARTY CLAIMS, LOSS OF USE OF THE VEHICLE, INCONVENIENCE, OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER WRONGFUL ACT OR OMISSION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE OBLIGOR NOR THE PROGRAM ADMINISTRATOR AUTHORIZE ANY PERSON, ENTITY OR DEALER TO CREATE FOR THEM ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT.

#### **SECTION SIX – SPECIAL STATE DISCLOSURES AND REQUIREMENTS**

The following SPECIAL STATE DISCLOSURES AND/OR REQUIREMENTS apply to this Agreement and supersede any other provision(s) herein to the contrary. We have made every effort to include all required state notices; however, should a required notice be in effect as of the date You purchased this Agreement not be listed below, such state law or regulation will take precedence over the terms of this Agreement.

ALABAMA: A twenty-five dollar (\$25) cancellation fee is applicable. The CANCELLATION section is amended as follows: If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of this Agreement to Us. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

ALASKA: CANCELLATION section is amended as follows: We will retain a cancellation fee of seven and one half percent (7.5%) of the unearned pro-rata Agreement Purchase Price, not to exceed twenty-five dollars (\$25); to be based on the days in force, as related to Your Agreement's term.

ARIZONA: Nothing in this section prevents, limits, or waives Your rights to file a complaint against Us, or seek remedy available thereto, with the Arizona Department of Insurance. CANCELLATION section is amended as follows: A twenty-five dollar (\$25) cancellation fee is applicable. Cancellation fee will not exceed 10% of the amount paid by You. You may cancel this Agreement by submitting a written request to the Dealer/Seller containing a copy of Your Agreement and the current mileage on Your Vehicle. During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price with no deductions for any claims or pending claims. After the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You a pro-rated amount of the Agreement Purchase Price, based on the lesser of the months or miles remaining, less a twenty-five dollar (\$25) cancellation fee. We may not cancel or void this Agreement or any provisions of this Agreement due to (1) Our acts or omissions in failing to provide correct information or to perform services or repairs in a timely, competent, and workman-like manner, (2) prior use or unlawful acts relating to the covered tire/wheels, (3) Our misrepresentation, and (4) ineligibility of the tire or wheels for coverage under the program. WHAT IS NOT COVERED section amended to include the following: Pre-Existing Condition(s) are not excluded, if such conditions were known or should have been known by Us or Dealer/Seller selling the Contract on Our behalf.

ARKANSAS: Arbitration Section is amended to include the following: In the State of Arkansas arbitration is non-binding and voluntary and a jury trial is not prohibited. SECTION FOUR, E CANCELLATION, ITEM 3 is amended with the following: Cancellation fee may not exceed fifty (50) dollars.

CALIFORNIA: Performance to You under this Agreement is guaranteed by a California approved insurance company. You may file a claim with the insurance company if any promise made in the contract has been denied or has not been honored within sixty (60) days after your request. The name and address of the Insurance Company is Atlantic Specialty Insurance Company, 605 North Highway 169, Suite 800, Plymouth, MN 55441. The definition of Pre-existing means existing prior to when breakdown coverage begins as shown on the Schedule Page of this Service Agreement. If You are not satisfied with the insurance company's response, You may contact the California Department of Insurance at (800) 927-4357.

The definition of Breakdown means the failure of a covered part under normal service due to defects in material or workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any non-covered parts. The definition of Validation Period is amended as follows: This Agreement may be subject to a validation period of time and mileage which begins on the date (as listed on the Schedule Page) that You purchased this Agreement and at Your Vehicle's odometer reading (as listed on the Schedule Page) on that date. There is no Coverage during the Validation Period. Coverage begins upon the expiration of the Validation Period. The Validation Period expires when the time and mileage of Your Validation Period as listed on the Schedule Page has elapsed. When the Validation Period expires, the Coverage Term Months as listed on the Schedule Page begin. As for the Coverage Mileage Limit listed on the Schedule Page, it becomes the sum of the Coverage Mileage Limit plus the Validation Period Miles.

WHEN BREAKDOWN COVERAGE BEGINS AND EXPIRES section is amended as follows: BREAKDOWN COVERAGE BEGINS UPON THE EXPIRATION OF THE VALIDATION PERIOD LISTED ON THE SCHEDULE PAGE. BREAKDOWN COVERAGE ENDS AT 12:00 MIDNIGHT ON THE DAY THE SUM OF THE COVERAGE TERM IN MONTHS LISTED ON THE SCHEDULE PAGE PLUS THE VALIDATION PERIOD MONTHS LISTED ON THE SCHEDULE PAGE ADDED TO THE AGREEMENT PURCHASE DATE IS REACHED OR WHEN THE VEHICLE'S ODOMETER MILEAGE EXCEEDS THE SUM OF THE COVERAGE MILEAGE LIMIT LISTED ON THE SCHEDULE PAGE ADDED TO THE VALIDATION PERIOD MILES LISTED ON THE SCHEDULE PAGE, WHICHEVER OCCURS SOONER.

SECTION THREE. A BREAKDOWN COVERAGE IS DELETED AND REPLACED WITH THE FOLLOWING:

We will pay or reimburse You for approved costs to repair or replace any Breakdown of a part listed in the Schedule of Coverages.

REPLACEMENT PARTS MAY BE NEW, REMANUFACTURED, INDEPENDENTLY MANUFACTURED/DISTRIBUTED OR OF LIKE KIND AND QUALITY AT DISCRETION OF THE ADMINISTRATOR.

SECTION FOUR. A AGREEMENT GENERAL PROVISIONS IS AMENDED BY ADDING THE FOLLOWING:

If You have a right to recover funds that We have paid under this Agreement against another party (such as a manufacturer's warranty claim, parts warranty, other service contract, etc.), Your rights to recover these funds shall become Our rights. You agree to provide reasonable assistance to help Us to recover these funds. We shall recover only the excess after You are fully compensated for Your loss.

SECTION FOUR. B LIMITS OF LIABILITY IS AMENDED BY ADDING THE FOLLOWING:

The established value of the Vehicle does not take into consideration the cost of repairs and no deduction for the cost of repairs is to be taken from the published value.

SECTION THREE. F.3. CONDITIONS NOT COVERED, item (p) is deleted and replaced with the following:

(p). For any pre-existing condition or for any Breakdown occurring before Coverage takes effect or prior to the Agreement Purchase Date.

CANCELLATION section E is deleted and replaced with the following:

You may cancel this Agreement by submitting a written request to the Dealer containing a copy of Your Agreement. If You request a cancellation during the first sixty (60) days from the expiration of the Validation Period both Days and Miles as listed on the Schedule Page. We will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid on Your Agreement. After the first sixty (60) days from the Agreement Purchase Date, We will refund You a pro-rated amount of the Agreement Purchase Price, based on the term remaining on the Agreement, less any claims paid and less a cancellation fee of either ten percent (10%) of the Agreement Purchase Price or twenty-five dollars (\$25), whichever is less. We may cancel this Agreement during the first thirty (30) days of the Agreement Purchase Date for any reason. After thirty (30) days, We may cancel this Agreement due to material misrepresentation or fraud at the time of sale, or Your failure to pay the Agreement Purchase Price. If We cancel this Agreement, We or the Dealer will refund You one hundred percent (100%) of the Agreement Purchase Price, less any claims paid by Us. No cancellation fee will apply in the event We cancel this Agreement. Any refund will be sent to the Covered Vehicle's lienholder unless the lien is satisfied.

Dispute Resolution/Arbitration Agreement and Class Action Waiver section is amended as follows: The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. All arbitration shall be handled in accordance with the California Arbitration Act (California Code of Civil Procedure, Section 1280). All references to Commercial arbitration rules are replaced with Consumer arbitration rules. The class action waiver is deleted in its entirety. The fees and costs are amended to comply with California Code of Civil Procedure, Section 1284.3. The clause stating "it is understood and agreed that the transaction evidenced by this Agreement takes place in and substantially affects interstate commerce" is removed in its entirety.

COLORADO: CANCELLATION If You cancel after the Activation Period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the last Renewal Payment of the Contract as determined above less claims paid.

CONNECTICUT: Unresolved complaints may be addressed to the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. If the warranty period is less than one (1) year, the coverage is automatically extended if the product is being repaired when the warranty expires. CANCELLATION section is amended as follows: You may cancel this Agreement at any time for any reason by submitting a written request to the Dealer/Seller containing a copy of Your Agreement.

DELAWARE: CANCELLATION If You cancel after the Activation Period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the last Renewal Payment of the Contract as determined above less claims paid.

GEORGIA: SECTION THREE F.2. VEHICLES NOT COVERED

(e) Vehicles with modifications or alterations to the powertrain, exhaust system and suspension made by you or with your knowledge that do not meet manufacturer's specifications or are not approved by the Vehicle manufacturer, including but not limited to the failure of any custom or add-on part, all frame or suspension modifications not recommended by manufacturer, lift kits over 6 inches, drops exceeding 4 inches, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches (unless factory installed). Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.

SECTION THREE, F.3 CONDITIONS NOT COVERED, LINES (j) and (k) and (q) are deleted and replaced with the following:

(j/k). For any Breakdown caused by misuse, abuse, negligence, lack of normal maintenance required by the manufacturer's maintenance schedule for Your Vehicle, or improper servicing or repairs subsequent to purchase. For any Breakdown caused by contaminants resulting from Your failure to perform recommended maintenance services, or failure to maintain proper levels of lubricants and/or coolants, or Breakdowns caused by fuels containing more than 10% Ethanol (if the engine was not manufactured for this fuel mixture), or for any damage by or resulting from overheating regardless of the cause, or failure to protect Your Vehicle from further damage when a Breakdown has occurred or failure to have Your Vehicle towed to the service facility when continued operation may result in further damage. Continued operation includes Your failure to observe warning lights, gauges, or any other signs of overheating or component failure, such as fluid leakage, slipping, knocking, or smoking, and not protecting Your Vehicle by continuing to drive creating damage beyond the initial failure.

q). If the information provided by You cannot be verified as accurate or is found to be deceptively inaccurate.

Only those alterations made to Your Vehicle while owned by You are excluded as noted in SECTION THREE, F.2 VEHICLES NOT COVERED, ITEM (e).

We may cancel this Agreement for non-payment of the Agreement charge, for material misrepresentation, or for fraud and no administration fee will be charged. The cancellation shall be in writing and shall not be less than 30 days from the date of mailing or delivery in person of such notice of cancellation. (If this Agreement is canceled after the first thirty (30) days or a claim has been filed, We will refund an amount of the Agreement charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date Coverage begins. An administration fee not to exceed 10% of the pro-rata amount will be applied if this Agreement is canceled by You. If You cancel the agreement within 30 days of the agreement purchase date, the cancellation fee will not be charged. If You have canceled this Agreement and have not received the refund from Us or the Administrator within sixty (60) days of such cancellation, You may contact the Insurance Company identified on the Schedule Page. In the event of cancellation You will not be charged for claims paid or repair service fees. The Dispute Resolution/Arbitration Agreement and Class Action Waiver Provision section of this Agreement is stricken in its entirety.

SECTION FOUR, D. PAYMENT PLAN PROVISIONS is amended with the Following:

The Payment Plan Provider must hold a power of attorney in order to modify the agreement to reflect the portion paid for by the contract holder.

SECTION FOUR, D1. FINANCIAL AGREEMENTS is amended with the Following:

The funding party may only cancel for nonpayment if they hold a power of attorney.

SECTION FOUR, E. CANCELLATION, ITEM 5 is deleted and replaced with the Following:

5. If this Agreement was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this Agreement for any reason including repossession of Your Vehicle, or total loss of Your Vehicle. Failure to make monthly payments in a timely manner may result in cancellation of this Agreement and no refund will be due and no claims will be approved. The lienholder shown on the Schedule Page may only cancel this Agreement if they hold power of attorney.

The validation period will not exceed 30 days (1 month) or 1000 miles.

IDAHO: Coverage afforded under this Agreement is not guaranteed by the Idaho Insurance Guarantee Association.

ILLINOIS: CANCELLATION section is amended as follows: If You elect cancellation, We may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Agreement Purchase Price or fifty dollars (\$50).

INDIANA: Your proof of payment to the Dealer/Seller for this Agreement shall be considered proof of payment to Lyndon Southern Insurance Company, which guarantees Our obligations to You, providing such insurance was in effect at the time You purchased this Agreement. This Agreement is not insurance and is not subject to Indiana insurance law.

IOWA: Iowa residents only may contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, Iowa 50315 (515) 654-6600. CANCELLATION section is amended as follows: If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to Us. If We cancel the Agreement, written notice of such cancellation will be mailed to You within fifteen (15) days of the date of cancellation. If You elect cancellation, We may retain a cancellation fee not to exceed the lesser of ten percent (10%) of the Agreement Purchase Price or fifty dollars (\$50).

KANSAS: CANCELLATION If You cancel after the Activation Period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the last Renewal Payment of the Contract as determined above less claims paid.

KENTUCKY: Transfer fee is not applicable. Cancellation fee is not applicable. MAINE

CANCELLATION: If You cancel after the Activation Period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the last Renewal Payment of the Contract as determined above less claims paid.

MARYLAND: CANCELLATION section is amended as follows: If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, and if no claims have been paid, a full refund will be issued. The cancellation fee does not apply in Maryland.

A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to Us. After forty-five (45) days, We cannot cancel this Agreement except:

1. when there exists:

- a. a material misrepresentation or fraud at the time of sale of the Agreement;
- b. a matter or issue related to the risk that constitutes a threat to public safety; or
- c. a change in the condition of the risk that results in an increase in the hazard insured against;

2. for non-payment of premium; or

3. due to the revocation or suspension of the driver's license or motor vehicle registration of the named insured or covered driver under the policy and for reasons related to the driving record of the named insured or covered driver. If Your Agreement is financed, the insurer shall return any gross unearned premiums that are due under the insurance contract, computed pro-rata, and excluding any expense constant, administrative fee, or any nonrefundable charge filed with and approved by the Commissioner. Dispute Resolution/Arbitration Agreement and Class Action Waiver does not apply in Maryland. The transfer fee does not apply in Maryland.

MASSACHUSETTS: CANCELLATION section is amended as follows: If You are the original Agreement Holder and You cancel this Agreement within thirty (30) days of the original Agreement Purchase Date, You will receive a refund within forty-five (45) days of return of this Agreement to Us; otherwise a ten percent (10%) penalty per month shall be added to a refund.

MICHIGAN: CANCELLATION If You cancel after the Activation Period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the last Renewal Payment of the Contract as determined above less any claims paid.

MINNESOTA: CANCELLATION section is amended as follows: A ten percent (10%) penalty per month must be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the provider. If We cancel the Agreement, written notice of such cancellation will be mailed to You within fifteen (15) days of the date of cancellation and will state the effective date and the reason for cancellation; five (5) days written notice will be mailed to You for non-payment of premium, material misrepresentation or substantial breach of duties by You.

MISSISSIPPI: CANCELLATION section is amended as follows: If We cancel the Agreement, written notice of such cancellation will be mailed to You not less than thirty (30) days prior to the effective date of such cancellation and will state the reason for cancellation; ten (10) days written notice will be mailed to You for non-payment of premium. Dispute Resolution/Arbitration Agreement and Class Action Waiver does not apply in Mississippi. This Agreement is not supported by a manufacturer or distributor.

MISSOURI: CANCELLATION section is amended as follows: If We cancel the Agreement, notice of such cancellation will be delivered to You by registered mail fifteen (15) days prior to cancellation. The applicable free-look time period on this Agreement shall only apply to the original Agreement purchaser. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to Us.

MONTANA: CANCELLATION If You cancel after the Activation Period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the last Renewal Payment of the Contract as determined above less any claims paid.

NEBRASKA: Dispute Resolution/Arbitration Agreement and Class Action Waiver section is deleted in its entirety and replaced with the following: Any claim or dispute in any way related to this Agreement, by a person covered by this Agreement against Us or Us against a person covered under this Agreement, shall be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

- a) No arbitrator shall have the authority to award punitive damages or attorney's fees;
- b) Neither party shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
- c) No arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

NEVADA: Dispute Resolution/Arbitration Agreement and Class Action Waiver does not apply in Nevada. CANCELLATION section is deleted in its entirety and replaced with the following: You may cancel this Agreement by submitting a written request to the Dealer/Seller containing a copy of Your Agreement and the current mileage on Your Vehicle.

During the first thirty (30) days from the Agreement Purchase Date, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. After the first thirty (30) days from the Agreement Purchase Date, We will refund You a pro-rated amount of the Agreement Purchase Price, less a twenty-five dollar (\$25) cancellation fee, within forty-five (45) days after the Agreement has been returned to Us. A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to Us. We may cancel this Agreement during the first thirty (30) days of the Agreement Purchase Date for any reason. After thirty (30) days, We may cancel this Agreement for material misrepresentation or fraud by You at time of sale or non-payment of Agreement Purchase Price by You. If We cancel this Agreement, We or the Dealer/Seller will refund You one hundred percent (100%) of the Agreement Purchase Price. No claims paid on Your Agreement will ever be deducted from any refund issued pursuant to this Agreement in Nevada. If We cancel this Agreement, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. If Your Agreement is financed, the lender has the right to receive any portion of the cancellation refund amounts. If Your Vehicle is repossessed, stolen or declared a total loss, You authorize the lender to cancel this Agreement. In either case, no cancellation will become effective until at least fifteen (15) days after the notice of cancellation is mailed to You. This Agreement is non-renewable. TRANSFER section, 2.(d). is deleted and replaced with the following: A transfer fee of twenty-five dollars (\$25.00). Only a check or a money order will be accepted.

**SECTION F.2. VEHICLES NOT COVERED**, item (e) is replaced with: This Contract will not cover any unauthorized or non-manufacturer-recommended modifications to the Covered Product, or any damages arising from such unauthorized or non-manufacturer-recommended modifications. However, if the Covered Product is modified or repaired in an unauthorized or non-manufacturer-recommended manner, We will not automatically suspend all coverage. Rather, this Contract will continue to provide any applicable coverage that is not related to the unauthorized or non-manufacturer-recommended modification or any damages arising therefrom, unless such coverage is otherwise excluded by the terms of this Contract.

**NEW HAMPSHIRE:** If You have any questions regarding this Agreement, You may contact Us by mail or by phone. Refer to the front of this Agreement for Our address and toll-free number. In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at the following address: 21 Fruit Street, Suite 14, Concord, New Hampshire 03301.

#### NEW JERSEY

If You request cancellation of this Contract within sixty (60) days of the purchase date of the Contract and the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. If We cancel this Contract, We shall mail a written notice to You at Your last known address at least five (5) days before cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Written notice is not required if canceled due to nonpayment by You of the provider fee; a material misrepresentation by You to the provider; or substantial breach of duties by You relating to the covered product or its use.

**NEW MEXICO:** CANCELLATION section is amended as follows: No Agreement that has been in effect for at least seventy (70) days will be canceled by Us before the expiration of the agreed term of one (1) year after the Agreement Purchase Date, whichever occurs first, except on any of the following grounds:

1. Your failure to pay an amount when due;
2. You are convicted of a crime that results in an increase in the service required under the Agreement;
3. Discovery of fraud or material misrepresentation by You in obtaining the Agreement or in presenting a claim for service there under; or
4. Discovery of either of the following if it occurred after the Agreement Purchase Date and substantially and materially increased the service required under the Agreement:
  - a. An act or omission by You; or b. Your violation of any condition of the Agreement.

The right to void this Agreement is not transferable and applies to only the original Agreement holder. If We cancel the Agreement, notice of such cancellation will be delivered to You by registered mail fifteen (15) days prior to cancellation. The notice of cancellation will state the reason for cancellation and will include any reimbursement required. The cancellation will be effective as of the date of termination as stated in the notice of cancellation. A ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of this Agreement to Us. The cancellation fee does not apply in New Mexico.

**NEW YORK:** CANCELLATION section is amended as follows: If this Agreement is originally delivered to You by mail, You may cancel this Agreement within thirty (30) days after the Agreement was mailed to You and receive a full refund of the Agreement Purchase Price provided no claim has been made under the Agreement. If a full refund is due to You under this Agreement, a ten percent (10%) penalty per month will be added to the refund if it is not made within thirty (30) days of return of the Agreement to Us.

**NORTH CAROLINA:** CANCELLATION section is amended as follows: A twenty-five dollar (\$25) cancellation fee or ten percent (10%) of the pro-rata refund amount, whichever is less, is applicable. We may only cancel this Agreement for non-payment of premium or for a direct violation of the Agreement by You.

**OHIO:** This Agreement is not an insurance policy and is not subject to the insurance laws of this state. In the event You cancel the Agreement as stated in the CANCELLATION section and no refund is received, You may contact Lyndon Southern Insurance Company directly for Your refund.

#### OREGON

All the obligations, benefits, and liabilities of the Obligor is guaranteed through a policy of insurance issued by Lyndon Southern Insurance Company 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738. If You have any questions regarding this Agreement, or a complaint against the Obligor, You may contact the Oregon Department of Consumer & Business Services, Division of Financial Regulation, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894. If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Agreement holder. Arbitration will take place under the laws of the State of Oregon and will be held in the Agreement holder's county of residence or any other county in this state agreed to by both parties.

#### RHODE ISLAND

Section 31-5.4 of Rhode Island General Business Law requires an automobile dealer to provide a warranty covering certain classes of used motor vehicles as follows:

Used vehicles with 36,000 miles or less at the time of sale

Provides coverage for 90 days or 4,000 miles, whichever occurs first.

Used vehicles with more than 36,000 miles but less than 100,000 miles at the time of sale Provides coverage for 30 days or 1,000 miles, whichever occurs first.

The Vehicle You have purchased may be covered by this law. If so, the following is added to this Agreement: In addition to the dealer warranty required by this law, You have elected to purchase this Agreement, which may provide You with additional protection during the dealer warranty period and provides protection after the dealer warranty has expired. You have been charged separately only for this Agreement. The required dealer warranty is provided free of charge. Furthermore, the definitions, Coverages and exclusions stated in this Agreement apply only to this Agreement and are not the terms of the required dealer warranty.

**SOUTH CAROLINA:** If You have any questions regarding this Agreement, or a complaint against Us, You may contact the South Carolina Department of Insurance at P.O. Box 100105, Columbia, SC 29202, (803) 737-6160, info@doi.sc.. CANCELLATION section is amended as follows: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days of return of this Agreement to Us. The lienholder, if any, will be named on a cancellation refund check as their interest may appear.

**TEXAS:** If You have any questions regarding the regulation of this Agreement or a complaint against Us, You may contact the Texas Department of Licensing and Regulation at 920 Colorado, Austin, Texas 78701 or P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. CANCELLATION section is amended to add the following: A ten percent (10%) penalty per month shall be added to a refund that is not made within forty-five (45) days after return of the Agreement to Us. If a covered claim is not paid within forty-five (45) days after You have filed proof of loss with Us, You may file a claim directly with Lyndon Southern Insurance Company. If We cancel this Agreement for any reason other than non-payment of the Agreement Purchase Price or material misrepresentation by You to Us, We shall mail a written notice of cancellation to You at the last known address before the fifth day preceding the effective date of cancellation. The notice will state the effective date of cancellation and the reason for cancellation.

**UTAH:** Coverage provided under this Agreement is not guaranteed by the Property and Casualty Guarantee Association. This service Agreement or warranty is subject limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. If You are in need of emergency repairs and are unable to contact Us for prior authorization, then You may take Your Vehicle to any state licensed repair facility to have the repairs performed prior to authorization by Us. In such a case, You must contact Us as soon as possible to open a claim file. Failure to obtain prior authorization from Us prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so. Additionally, failure to furnish Us with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if You show that it was

not reasonably possible to do so.

THIS AGREEMENT IS NOT AN INSURANCE POLICY. IT IS AN AGREEMENT BETWEEN YOU AND IDG FOR CERTAIN COVERED REPAIRS. YOU SHOULD OBTAIN YOUR OWN INSURANCE FOR DAMAGE TO YOUR VEHICLE, INCLUDING DAMAGE THAT MAY BE COVERED BY THIS AGREEMENT.

ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

This Service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Note: Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guarantee Association.

We may cancel this Agreement for the following reasons by sending to You notice of cancellation and the reason for cancellation, via first class mail, to Your last known address:

1. We may cancel this Agreement for non-payment of the Agreement charge. Such cancellation will be effective 10 days after mailing of notice.
2. We may cancel this Agreement for any reason other than non-payment of the Agreement charge. Such cancellation will be effective 30 days after mailing of notice.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver Provision section of this Agreement is stricken in its entirety.

VERMONT: CANCELLATION We may only cancel this Contract for fraud or material misrepresentation affecting the policy or the presentation of a claim there under, or violation of any of the terms or conditions of the policy. If the Vehicle Service Contract is canceled within thirty (30) days of Your purchase of this Contract (the Activation Period) and no claims have been made under the Contract, the amount of the refund shall be equal to the full amount paid for this Contract. After the Activation Period, or if a claim has been made under this Contract, the amount of the refund shall be a pro-rata share of the Activation Payment of the Contract as determined above. If We cancel this Contract, We will give You a written forty- five (45) day notice by certified mail, of cancellation fifteen (15) day notice for non-payment of premium, along with the reason.

#### WASHINGTON

Our performance under this Contract is insured by an insurance policy issued to Us by Lyndon Southern Insurance Company (Policy No. 29 Independent), 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, (800) 888-2738. If You cancel this Contract, You may apply for a refund with the insurance company.

The warranty of merchantability on the motor vehicle is not waived if the contract was purchased within ninety (90) days of the purchase date of the motor vehicle, and the provider or service contract seller also sold the covered motor vehicle. SECTION "CANCELLATION" of this Contract is hereby amended to include the following provisions: If We fail to refund You or to credit your account within thirty (30) days after the Contract has been returned to Us, We shall pay You a penalty of ten (10) percent of the purchase price. If You cancel this Contract within the first 9 days and no claim has been made, We will refund the entire Contract charge paid. If You cancel this Contract within the first ten to thirty (10-30) days We will pay a full refund of the Contract purchase price less an administration fee of twenty-five dollars (\$25.00). If You cancel this contract after thirty (30) days, We will refund an amount of the Contract charge according to the pro-rata method reflecting the greater of the days in force or the miles driven based on the term of the plan selected and the date coverage begins, less an administration fee of twenty-five dollars (\$25.00).

Arbitration proceedings must be held at a location in close proximity to the Contract holder's permanent residence.

The state of Washington is the jurisdiction for any civil action in connection with this vehicle service contract. The Warranty of merchantability on the motor vehicle is not waived if the contract was purchased within ninety (90) days of the purchase date of the motor vehicle, and the provider or the service contract seller also sold the covered motor vehicle.

If You are in need of emergency repairs and are unable to contact Us for prior authorization, then You may take Your Vehicle to any state licensed repair facility to have the repairs performed prior to authorization by Us. In such a case, You must contact Us as soon as possible to open a claim file. Failure to obtain prior authorization from Us prior to the performance of a repair will not invalidate a covered claim if You show that it was not reasonably possible to do so. Additionally, failure to furnish Us with copies of repair orders and other requested receipts or documents within thirty (30) days of the repair will not invalidate a covered claim if You show that it was not reasonably possible to do so.

WEST VIRGINIA: The cancellation fee does not apply in West Virginia. Dispute Resolution/Arbitration Agreement and Class Action Waiver section is amended as follows: If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Local rules of law as to procedure and evidence will apply. Payment of the arbitrator's fee shall be made by Us if coverage is found to exist. If coverage is not found, each party will: (a) pay its chosen arbitrator; and (b) bear the other expenses of the arbitrator equally.

If a covered Claim is not paid within fifteen (15) working days from the agreed upon settlement, You may file a Claim directly with Lyndon Southern Insurance Company.

#### WISCONSIN

Our obligations and the performance to You under the Service Agreement are guaranteed and insured by a policy issued by Lyndon Southern Insurance Company, 10751 Deerwood Park Blvd., Ste 200, Jacksonville, FL 32256, Tel: (800) 888-2738. If a covered claim is not paid within sixty (60) days after a contract holder provides proof of loss, or if the provider becomes insolvent or otherwise financially impaired, the contract holder may file a claim directly with the service contract reimbursement insurer for reimbursement, payment, or provision of the service. You may file a claim directly with the Insurance Company by calling toll free 800-888-2738, or at the above address.

In the state of Wisconsin, preauthorization of repair work is required by US. However, if Extenuating circumstances prevent the customer from obtaining preauthorization, WE will not deny a claim based solely on the lack of preauthorization. UNDER SECTION TWO - EMERGENCY ROADSIDE ASSISTANCE COVERAGE: Roadside Assistance is Administered by: Auto Knight 10751 Deerwood Park Blvd., Ste 200, Jacksonville, FL 32256.

SECTION FOUR, SUBSECTION E, "CANCELLATION" of this Contract is hereby amended to include the following provisions: Cancellations by Obligor/Administrator:

A service contract may be canceled by a US only for nonpayment of the provider fee, material misrepresentation by YOU to US, or substantial breach of duties by YOU relating to the covered product or its use. WE shall comply with all of the following when canceling a service contract:

- (a) WE shall mail a written notice to the YOU at the last-known address contained in the records of the provider at least 5 days prior to cancellation by the provider.
- (b) The notice under par. (a) shall state the effective date of the cancellation and the reason for the cancellation.
- (c) If a service contract is canceled by US for a reason other than nonpayment of the provider fee, WE shall refund to YOU 100 percent of the unearned pro-rata provider fee, less any claims paid.

Cancellations by service contract holder:

Service contracts shall require US to permit the service contract holder to return the service contract within 20 days of the date the service contract was mailed to YOU, or within 10 days of delivery if the service contract is delivered to YOU at the time of sale, or within a longer period permitted under the service contract. Upon return of the service contract to US within the applicable period, if no claim has been made under the service contract prior to its return to the US, the service contract is void and the WE shall refund to YOU, or credit YOUR account, the full purchase price of the service contract. Unless otherwise stated in a service contract, the right to void a service contract under this paragraph is not transferable and shall apply only to the original service contract purchaser. If WE do not pay or credit a refund within 45 days after the return of a service contract to the US, WE shall pay a 10 percent per month penalty of the refund amount outstanding which the provider shall add to amount of the refund.

Subsequent to the period specified above for voiding a service contract, or if a claim has been made under the service contract, YOU may cancel the service contract and the WE shall refund to YOU 100 percent of the unearned pro-rata provider fee, less any claims paid. WE may charge a reasonable administrative fee for the cancellation, which may not exceed 10 percent of the provider fee.

WE have the right to subrogation collections, but only after YOU have been made whole and are fully compensated for damages. The Dispute Resolution/Arbitration Agreement and Class Action Waiver Provision section of this Agreement is stricken in its entirety.

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

#### WYOMING

Our obligations under this Service Agreement are insured by a policy issued by the Insurance Company as noted on the Schedule Page. If a covered claim is not paid within sixty (60) days after proof of loss has been filed, You may file a claim directly with the Insurance Company. The provider of the Service Agreement shall mail a written notice to the Service Agreement Holder at the last known address of the Service Agreement Holder in the records of the provider at least ten (10) days prior to cancellation by the provider. Prior notice is not required if the reason for cancellation is non-payment of the provider fee, a material misrepresentation by the Service Agreement Holder to the provider or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. The notice shall state the effective date of the cancellation and the reason for cancellation. A ten-percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to the provider.

The Dispute Resolution/Arbitration Agreement and Class Action Waiver Provision section of this Agreement is stricken in its entirety.

TO TRANSFER THIS CONTRACT, COMPLETE THE FOLLOWING AND MAIL IT ALONG WITH A PHOTOCOPY OF THE FRONT OF THIS CONTRACT TO: THE ADMINISTRATOR/OBLIGOR, PO Box 852770, Richardson, TX 75085. Please transfer the remainder of the Vehicle Service Contract. I am transferring this Contract in accordance with the provisions stated in the Contract. In order to transfer I am enclosing with this Application a \$50.00 check or money-order payable to: Administrator (If applicable)

NAME OF NEW OWNER

DATE OF TRANSFER

ADDRESS

CITY

STATE

ZIP

ODOMETER MILEAGE ON DATE OF TRANSFER

SIGNATURE OF VEHICLE PURCHASER

SIGNATURE OF VEHICLE SELLER

Verification that the vehicle has been maintained as required by this contract must be supplied by the vehicle seller to the vehicle purchaser. Transfer will be valid when vehicle purchaser receives a confirmation letter from Administrator.



## **SECTION ONE – DEFINITIONS**

ADMINISTRATOR/OBLIGOR, WE, US, and OUR - Sidecars, Inc., 532 S. Main Street, Joplin, MO 64801 who is the ADMINISTRATOR/ OBLIGOR to this Agreement. In the states of Arizona, California (CA Lic:0F82046), Maine, Nevada, New Hampshire, New Mexico, New York, Vermont, Virginia, Washington, Wisconsin, and Wyoming, the OBLIGOR is Auto Knight Motor Club, Inc. 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256. In the state of Oklahoma, the OBLIGOR is Lyndon Southern Insurance Company 10751 Deerwood Park Blvd., Ste. 200, Jacksonville, FL 32256, Tel: (800) 888-2738, Oklahoma License No. 44200929.

AGREEMENT – This vehicle service agreement.

BREAKDOWN – The definition of Breakdown means the failure of a covered part under normal service due to defects in material or workmanship. A covered part has failed when it can no longer perform the function for which it was designed solely because of its condition and not because of the action or inaction of any noncovered parts.

COMMERCIAL USE - A commercial use vehicle is defined as a vehicle registered to a business and/or for business purposes. Vehicles that are used in excess of manufacturers G.V.W. or for excessive hauling and pulling are excluded from coverage hereunder. Tow trucks, snowplows, emergency vehicles, taxi cabs, livery and police vehicles are specifically excluded from coverage hereunder.

COVERED PART – The eligible parts listed in the Breakdown Coverage section of this agreement, Section Three, E, Schedule of Coverages. The listed parts must be factory installed equipment on Your Vehicle or replacement parts meeting the manufacturer's specifications.

SCHEDULE PAGE – The numbered document which is part of this Agreement where information regarding You, Your Vehicle and coverage options is shown.

DEDUCTIBLE – The amount indicated on the Schedule Page that You must pay for the repair of a Breakdown. A Deductible does not apply to emergency roadside assistance, substitute transportation or trip interruption coverage.

MILEAGE LIMIT – The maximum number of miles indicated on the Schedule Page that this Agreement shall be in force.

PRE-EXISTING – A condition and/or failure normally manifested through the gradual reduction in operating performance and whose condition may reasonably be assumed to have existed prior to the AGREEMENT PURCHASE DATE, or prior to the expiration of the VALIDATION PERIOD.

QUALIFIED LIFT DROP - Vehicles with lift kits under 6 inches, or drops under 4 inches.

RIDE SHARE – a car service in which a person arranges a ride in a privately-owned vehicle (i.e. Uber, Lyft, or vehicles with a TLC license in New York City and New York.)

TERM – The maximum number of months indicated on the Schedule Page that this Agreement shall be in force.

VALIDATION PERIOD – This Agreement is subject to a validation period of time and mileage which begins on the date (as listed on the Schedule Page) that You purchased this Agreement and at Your Vehicle's odometer reading (as listed on the Schedule Page) on that date. There is no Coverage during the Validation Period. Coverage begins upon the expiration of the Validation Period. The Validation Period expires when the time and mileage of Your Validation Period as listed on the Schedule Page has elapsed.

VEHICLE – The vehicle covered by the terms and conditions of this Agreement as listed on the Schedule Page.

YOU, YOUR – The purchaser(s) of this Agreement.

## **SECTION TWO – EMERGENCY ROADSIDE ASSISTANCE COVERAGE**

FOR EMERGENCY ROADSIDE ASSISTANCE COVERAGE YOU MUST CALL 1-866-217-5309

The following are covered emergencies, subject to the one hundred dollar (\$100.00) per occurrence limit. Roadside Assistance is available 24 hours a day/365 days a year anywhere in the United States (including Alaska & Hawaii) and Canada. The following non-accident related services are available up to a maximum benefit of \$100.00 per incident:

- Towing Assistance - When towing is necessary, the Covered Vehicle will be towed to the nearest qualified service facility or to another location requested by the driver of the Covered Vehicle.
- Flat Tire Assistance - Service consists of the removal of the Covered Vehicle's flat tire and its replacement with the spare tire located with the Covered Vehicle, or the service provider will drive you to the closest tire store for repair.
- Fuel, Oil, Fluid and Water Delivery Service - An emergency supply of fuel (3 gallons), oil, fluid and water will be delivered if the Covered Vehicle is in immediate need. You must pay for the fuel or other fluid when it is delivered.
- Lock-out Assistance – If your keys are locked inside the Covered Vehicle, assistance will be provided to gain entry into the Covered Vehicle.
- Battery Assistance – If battery failure occurs, a jump start will be provided to start your Covered Vehicle.

Refer to section Four H of this Agreement for additional Roadside Assistance terms and exclusions.

## **SECTION THREE – BREAKDOWN COVERAGE**

### **A. BREAKDOWN COVERAGE**

We will repair, replace, or have repaired or replaced any Covered Part which experiences a Breakdown. In case of Breakdown You must follow the procedures in SUBSECTION B, "IN CASE OF BREAKDOWN". We will reimburse You or Your repair facility for preauthorized expenses incurred, less the deductible (if applicable) for the repair or replacement of a Covered Part. Such expense(s) are not to exceed the manufacturer's suggested retail price for a part and the repair facility's published hourly labor rate multiplied by the appropriate operation time as published in a national labor rate time guide. Replacement may be made with new, remanufactured or used parts, which are of a like kind and quality comparable with the original design specifications and wear tolerances of Your Vehicle, at the sole discretion of the Administrator.

### **B. IN CASE OF BREAKDOWN**

- (1) Take immediate action to prevent further damage. This Agreement will not cover damage caused by not securing a timely repair of the failed component.
- (2) If it is dangerous to operate Your Vehicle, or if operating Your Vehicle may cause further damage, You must have the Vehicle towed.
- (3) Take Your Vehicle to any state licensed repair facility.
- (4) You or the repair facility must call the Claim Department at 866-217-5309 for approval prior to repairing or cleaning any parts.
- (5) You or the repair facility must provide an estimate of parts and labor costs in order to obtain approval. No claim payments will be made if the Claim Department has not issued a claim approval reference number prior to repairing, replacing, or cleaning any parts.
- (6) You must authorize any charge(s) necessary to determine cause of failure. This includes necessary diagnostic and tear down charges. If it is determined that the failure does not constitute a Breakdown under the terms of this Agreement, You must pay for all diagnostic, tear down and repair charges.
- (7) You must cooperate in Our investigation of any breakdown. You must allow Us to inspect Your Vehicle if We ask to do so. We have no obligation to inspect Your Vehicle or to certify its condition before or after covered repairs are completed.
- (8) You must, upon request, show Us and/or the repair facility all sales receipts, invoices, or work orders showing that the Vehicle has been properly serviced or maintained according to manufacturer's specifications and/or provide documentation to prove ownership of the Vehicle.
- (9) Within thirty (30) days of the repair, You or Repair Facility must furnish Us with copies of the repair order and other requested receipts or documents. You must submit an explanation of the Breakdown and repairs including an itemized, dated repair order and paid receipt(s), including any paid receipt(s) for substitute transportation and, if applicable, emergency roadside assistance expenses. All receipts must be in Your name and must show the date(s), Vehicle description, and odometer reading at the time of the Breakdown, and Your Agreement number.

### **C. SUBSTITUTE TRANSPORTATION COVERAGE**

If Your Vehicle requires repair due to a Breakdown, even when that part is covered by a factory warranty, We will reimburse You up to \$50.00 per day for every 8 hours, (or portion thereof), of labor time required to complete the repair, up to a maximum of seven (7) days. To qualify for the first day(s) reimbursement, the Vehicle must be inoperable or unsafe to drive requiring that it be retained by the repair facility overnight or the covered repair must exceed a minimum of four (4) hours labor, as defined in the current year manufacturer or other accredited flat rate repair manual. This coverage does not apply to the time waiting for parts, services, weekends, or other delays beyond the control of the repair facility or the Administrator. No deductible will apply to this benefit.

## D. TRIP INTERRUPTION COVERAGE

In the event that Breakdown of a part covered by this Agreement occurs more than one hundred (100) miles from Your home and results in a repair facility keeping Your Vehicle overnight, We will reimburse You up to seventy five dollars (\$75.00) per day for a maximum of three (3) days for receipted lodging and restaurant expenses incurred between the date of the Breakdown and the date on which the repairs are completed. The total benefit per Breakdown occurrence shall not exceed two hundred and twenty five dollars (\$225.00).

## E. SCHEDULE OF COVERAGES

### POWERTRAIN COVERAGE

**GASOLINE ENGINE** – All internal lubricated parts within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing belt/chain, timing chain gears, timing chain guides, timing belt/chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft, Harmonic balancer; intake manifold; exhaust manifold; freeze plugs; throttle valve cable; engine mounts. Cases, housings, engine block, oil pan and cylinder heads are covered only if damaged by the failure of an internal lubricated part.

**DIESEL ENGINE** – All internal lubricated parts within the engine including pistons, piston rings, piston pins, crankshaft, main bearings, thrust washer, connecting rods, connecting rod bearings, camshaft, camshaft sprocket, camshaft bearings, timing chain, timing chain gears, timing chain guides, timing chain tensioner, push rods, rocker arms, rocker arm shafts, balance shaft, hydraulic lifters, solid lifters, intake valves, exhaust valves, valve guides, valve springs, valve spring retainer, valve keepers, valve stem seals, oil pump, silent shaft, Harmonic balancer; intake manifold; exhaust manifold; vacuum pump; freeze plugs; EGR cooler; throttle valve cable; engine mounts; glow plugs. Engine block, oil pan and cylinder heads are covered only if damaged by the failure of an internal lubricated part.

**TURBO CHARGER/SUPER CHARGER** – (factory installed only) Turbocharger/Supercharger Housing and all internal lubricated parts.

**TRANSMISSION** – All internal lubricated parts within the transmission including torque converter, valve body, valve body shift solenoids, accumulator rings, accumulators, adjusters, bands, bearings, boost valve, center support chain, check balls, clips, clutch drums, clutch piston, clutch packs (automatic transmission only), control rings, counter shaft, detent valve, gears, governor, governor gear, output shaft, parking gear, planetary gears carrier, planetary gears, pressure regulator valve, pressure switches, ring gears, roll pins, separator plate, servo rings, servo sleeves, shift forks, shift shafts, shift valves, shifter shaft, snap rings, sprags, sprockets, stator shaft, sun gear shell, sun gears, synchronizer hub, synchronizer key(s), synchronizer ring, synchronizer sleeves, synchronizer springs, synchronizer(s), transfer shaft. Transmission mounts; transmission mount bushings; drive axle shafts; constant velocity joints; flywheel/flexplate; transmission cooler; oil lines; detent cable; detent cam; detent cam spring; front pump; front pump gears; front pump guide rings; front pump vanes; range selector cable; retainers; side cover; vacuum modulator; external switches and solenoids; electronic controller; back up light switch; speed sensor; speedometer cable; neutral safety switch; auxiliary valve body; modulator valve; parking pawl; speedometer drive gear. Transmission cases, housings, and transmission oil pan are covered only if damaged by the failure of an internal lubricated part.

**TRANSFER CASE** – All internal lubricated parts within the transfer case including main shaft, output shafts, bearings, drive sprocket, synchronizers, planet carriers, shift forks, chain. Transfer case is covered only if damaged by the failure of an internal lubricated part.

**FRONT WHEEL DRIVE/REAR WHEEL DRIVE SYSTEM** – All internal lubricated parts within the drive axle/transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins, retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; flex disc; half shafts; hub bearings; wheel bearings; yokes; lock ring; lock nuts. Drive axle housing is covered only if damaged by the failure of an internal lubricated part.

**FOUR WHEEL DRIVE/ALL WHEEL DRIVE SYSTEM** – All internal lubricated parts within the drive axle/transaxle assembly including differentials, ring gear, pinion gear, pinion bearings, axle bearings, axle races, axle flange, carrier bearing, center bearings, differential carrier, drive axle bearings, pins, retainers, shims, side gears, slip joint, spider gears. Pinion flange; U joints; axle shafts; CV joints; drive axle; drive shaft; flex disc; half shafts; wheel bearings; yokes; lock ring; lock rings; Automatic locking hubs; manual locking hubs; hub bearings; four wheel drive actuator motor; front axles; front drive shaft; four wheel drive engagement switch. Drive axle housing is only covered if damaged by the failure of an internal lubricated part.

**SEALS AND GASKETS** – Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids are covered. Coverage will expire when your vehicle reaches 150,000 miles as indicated on your odometer or the expiration of the term of this Agreement, whichever occurs first. After, 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

### POWERTRAIN + COVERAGE

Parts covered include but are not limited to all components listed in Powertrain Coverage in addition to the following:

**AIR CONDITIONING AND HEATING** – Heater core; blower motor; air conditioning compressor; air conditioning compressor clutch; air conditioning compressor pulley; air conditioning condenser; air conditioning evaporator; air conditioning receiver dryer; air conditioning orifice tube; air conditioning expansion valve; air conditioning power module, controller and relay; air conditioning and heating dash control unit/temperature control programmer; accumulator; heater control valve; high/low cut-off switches; cycling switch; idler pulley; idler pulley bearing; serpentine belt tensioner; electronic temperature control sensors; temperature sensor internal; ambient temperature sensor. Refrigerant only if needed in conjunction with the repair of a Covered Part.

**COOLING SYSTEM** – Water pump; belt tensioners; radiator; thermostat; oil cooler; cooling fan clutch; cooling fan electric motors; fan blade assembly; coolant reservoir sensor.

**GASOLINE FUEL SYSTEM** – Fuel tank; fuel sending unit; fuel pump; fuel injectors; fuel injection rails; fuel pressure regulator; metal fuel lines; throttle body; idle air control solenoid; idle air control motor; warm up regulator.

**DIESEL FUEL SYSTEM** – Fuel tank; fuel sending unit; fuel pump; high pressure fuel pump; lift pump; accessory vacuum pump and injector pump; fuel injectors; fuel distributor; fuel pressure regulator; fuel/water separator; metal fuel lines; throttle body; idle air control solenoid; idle air control motor; warm up regulator.

**ELECTRICAL** – Alternator, voltage regulator; distributor (excludes cap, rotor and spark plug wires); distributor shaft; distributor bushings; distributor gear; distributor housing; horns; oil pressure sending unit; engine management sensors; all wiring harnesses; ignition coil; ignition module; ignition switch; ignition lock cylinder; main electronic control unit; powertrain control module; transmission control module; body control module; anti-theft system; anti-theft system switches, sensors and siren; starter motor; starter solenoid; starter drive; convertible top engagement switch and motor only; cruise control module; cruise control switch; cruise control cancellation switch; cruise control resume switch; power door lock actuators; power door lock solenoids; head lamp door motors only; primary instrument cluster; electronic driver information display, display module and power supply; dome and map light assemblies; power seat motor and transmission; seat heater assembly; brake light switch; defogger switch; rear defroster; headlight switch; power mirror switch; power mirror heating elements; sunroof switch; back up light switch; turn signal switch; washer pump switch; window switches; wiper switch; trunk lid release switch; trunk lid release activator and motor; washer pump motor; windshield wiper motor; rear wiper motor; headlight wiper motor; power window motor; power window gear; power window regulator; power window lift tape; power mirror motor; safety restraint system; air bag; air bag control module; air bag sensors and switches; impact sensors; illuminated visors.

**SUSPENSION** – Upper and lower control arms; control arm shafts and bushings; radius arm and bushings; trailing arm; track bar; stabilizer shaft, links, and bushings; upper and lower ball joints; torsion bars; torsion bar mounts, torsion bar bushings; coil springs; leaf springs; steering knuckle; chocks; strut bar; strut mounts; strut bushings; strut and strut inserts; spindles; steering dampener; electronic height level sensor; electronic height level controller; electronic height level air compressor; compressor relay; mode switch; wheel bearings; wheel seals.

**BRAKES** – Brake master cylinder; brake power assist boosters; brake power assist valves; disc brake calipers; bleeders; brake adjusters; backing plates; brake pedal apply pin; wheel cylinders; combination valve; proportioning valve; metering valve; brake hydraulic lines and fittings; vacuum and fluid reservoirs; hydro boost unit; parking brake cable; pressure differential switch; brake fluid level sensor; residual pressure check valve; return spring; self adjuster mechanism; springs clips and retainers; parking brake lever; parking brake ratchet assembly.

**ABS SYSTEM** – ABS booster; ABS pump/motor; ABS control processor; ABS dump valve; ABS sensors; ABS solenoids; ABS electronic control compressor; ABS hydraulic control unit; ABS modulator valve; ABS compensating valve; ABS accumulator.

**STEERING** – Steering gear, rack and pinion; rack and pinion mounts and bushings; power steering pump; power steering hoses and couplings; power steering cooler; steering main and intermediate shafts; steering column; steering column bearings; steering column couplers; electronic power steering motor; steering box; pitman arm; idler arm; tie rods; drag link; tilt wheel mechanism; rack bellows; center link; control valve; relay rod.

**SEALS AND GASKETS** – Seals and Gaskets of covered components designed to prevent the loss of necessary coolants, lubricants and fluids are covered. Coverage will expire when your vehicle reaches 150,000 miles as indicated on your odometer or the expiration of the term of this Agreement, whichever occurs first. After, 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

## COMPREHENSIVE COVERAGE

Parts covered include but are not limited to all components listed in Powertrain Plus Coverage in addition to the following:

- AUDIO – (Factory installed only) AM radios, AM/FM radios, satellite radios, antenna motor, cassette players, CD players, and CD changers (excluding speakers and graphic equalizers).
- HYBRID SYSTEM – IMA control unit for battery; IMA control unit for electric motor; junction board assembly; IMA motor stator assembly; IMA motor rotor assembly; PDU unit (pre-driver); PDU converter.
- ENTERTAINMENT AND NAVIGATION – (Factory installed only) DVD players, VHS players, and navigation equipment.

## EXCLUSIONARY COVERAGE

We will provide coverage for any Breakdown of Your Vehicle, less the selected Deductible, except for items listed under Subsection F, "WHAT IS NOT COVERED".

### F. WHAT IS NOT COVERED

#### F.1. PARTS AND SERVICES NOT COVERED

This Agreement does NOT provide coverage for any of the following parts or services:

- (a) Interior maintenance, adjustment and wear items including buttons, carpet, water leaks, dash pad, door and window handles, knobs, rearview mirror (glass and housing), and trim.
- (b) Exterior maintenance, adjustment and wear items including but not limited to glass, service adjustments for body parts, bright metal, bumpers, body panels, door handles, latches, hinges, moldings, outside ornamentation, convertible or vinyl tops, paint rust, sheet metal, side-view mirrors (glass and housing), air and water leaks, weather-strip, wheel covers/ornaments, wind noise, and physical damage to alignment, bumper, or body parts.
- (c) Service adjustments/cleaning, a contaminated fuel system, air conditioning recharge, batteries, hybrid batteries, battery cables, fuses, relays, bolts and fasteners, bells, brakes (drums, shoes, linings, disc rotors and pads), exhaust system (including catalytic converter), lights (bulbs, sealed beam and lenses), manual clutch, pressure plate throw out bearings, clutch master or slave cylinder, manual transmission clutch disc and lining, shock absorbers, spark plugs and wires, squeaks or other noises, tires, tune-ups, wheel balancing and alignment, wheel studs, wiper blades, shop supplies, friction materials, glass, hoses (except steering and air conditioning). Filters, lubricants, coolants and refrigerants will be covered only if replacement is required in connection with a Breakdown.
- (d) A replacement part not supplied by the Vehicle manufacturer, unless it is of a kind and quality compatible with the design specifications and wear tolerances of the vehicle manufacturer.
- (e) Cases, housing, engine block and cylinder heads are covered only if damaged by the failure of an internally lubricated part.
- (f) Graphic equalizers, DVD players, VHS players, speakers, visual and other electronic equipment (including game systems), telephones, radar detectors and GPS equipment (unless factory installed), and electronic transmitting/receiving devices.
- (g) Seals and Gaskets on Covered Parts are not covered for premature failure on vehicles with over 150,000 miles on the odometer at the time of failure. After 150,000 miles seals and gaskets will be covered only if required in conjunction with a covered repair.

#### F.2. VEHICLES NOT COVERED

This Agreement does NOT provide coverage for any of the following vehicles:

- (a) Vehicles not certified for sale within the United States, salvaged vehicles, vehicles that have been declared a total loss, and vehicles that have been sold for scrap.
- (b) Trucks or vans with a Gross Vehicle Weight (GVW) in excess of 13,300 lbs.
- (c) Vehicles used for construction purposes, delivery purposes, commercial towing, commercial farm operation, volunteer public service(s), snow plowing, rental, livery, taxi, motor pool vehicles, or any type of emergency vehicle.
- (d) Vehicles used for on or off road racing or vehicles which are equipped or used for towing in excess of what is recommended by the manufacturer.
- (e) Vehicles with modifications or alterations to the powertrain, exhaust system and suspension that do not meet manufacturer's specifications or are not approved by the Vehicle manufacturer, including but not limited to the failure of any custom or add-on part, all frame or suspension modifications not recommended by manufacturer, lift kits over 6 inches, drops exceeding 4 inches, any tire that is not recommended by the original manufacturer if it creates an odometer/speedometer variance of greater than 4%, trailer hitches (unless factory installed). Also not covered are any emissions and/or exhaust systems modifications, engine modifications, transmission modifications, and/or drive axle modifications, which includes any performance modifications.

#### F.3. CONDITIONS NOT COVERED

This Agreement does NOT provide coverage under any of the following circumstances/conditions:

- (a) Any repair(s) and/or replacement(s) not authorized by Us prior to the commencement of any repair(s) or for loss, damage or expense arising from or incurred in connection with repairs performed without receipt of prior authorization from Us.
- (b) Loss, damage or expense resulting directly or indirectly from an intentional, dishonest, fraudulent, criminal or illegal act committed by You, Your employee or agent, or occurring due to confiscation or repossession.
- (c) A breakdown caused by accident, civil commotion or riot, nuclear contamination, collision (including roadbed collision) or upset, glass breakage, earthquake, explosion, falling objects, fire or smoke, flood, fluid contamination, freezing, fuel contamination, fuels containing more than 10% ethanol, Biofuel, gas with lower octane rating than required by the manufacturer, use of motor oil, or any other type of lubricant that is not recommended by the manufacturer hail, lightning, malicious mischief, oil contamination, rust or corrosion, theft or larceny, vandalism, water, water contamination, wind- storm and other external forces or events.
- (d) Breakdown of any part which the United States Environmental Protection Agency (EPA) has determined to be emission related, which is included on a current list published by the EPA of such parts, and which is within the EPA time and mileage emissions warranty period.
- (e) Any loss, damage, or expense normally covered by a standard automobile insurance policy including personal or property liability coverages, comprehensive coverages or uninsured motorist coverages.
- (f) When the responsibility for the repair is covered by an insurance policy, manufacturer and/or dealer customer assistance program, or any warranty from the manufacturer, such as extended drivetrain, major component or full coverage warranties, or a repairer's guarantee/warranty (regardless of the manufacturer's or repairer's ability to pay for such repairs) or event of a breakdown if the manufacturer has announced its responsibility through any means, including public recalls and factory service campaigns.
- (g) A breakdown that is the direct result of a mechanical or structural flaw that the manufacturer has acknowledged through any means, or that the manufacturer will repair at its expense, including but not limited to technical service bulletins.
- (h) Breakdown of a covered part caused by a non-covered part.
- (i) Components or parts which have not failed or resulted in a Breakdown, but are replaced based on the manufacturer's or the repair facility's recommendation.
- (j) A breakdown caused by negligence, misuse, improper servicing or failure by You to perform manufacturer required/recommended maintenance services.
- (k) A breakdown caused by the lack of proper and necessary amounts of coolants or lubricants or caused by sludge buildup, contaminant(s), or foreign object(s).
- (l) A breakdown of any part if the odometer is inoperative for more than one (1) month or 1,000 miles or has been tampered with or has been disconnected subsequent to Your purchase of the Vehicle.
- (m) Damage caused by Your failure to take reasonable precautions to prevent damage when an apparent problem exists (e.g., change in engine temperature condition, unusual noises, leaking fluids, shaking, unusual shifting, etc).
- (n) A breakdown or repair occurring outside the United States, its territories and possessions, or Canada.
- (o) Any fees or expenses charged for the disposal, cleanup, neutralization, removal, treatment or detoxification of environmentally unsafe materials.
- (p) Any breakdown occurring before Breakdown Coverage takes effect. Coverage begins upon the expiration of the Validation Period.
- (q) If the information provided by You, or the repair facility cannot be verified as accurate or is found to be deceptively inaccurate.
- (r) Incidental or consequential damages, except as expressly provided otherwise in this Agreement, including personal injury, physical damage, loss of use, loss of time, storage charges, inconvenience and commercial loss.
- (s) Any PRE-EXISTING condition including any COVERED PART that was broken, worn beyond serviceable limits, or making noise at the time of purchase, or any component or system that was not functioning properly upon the first attempt to operate.

(I) All COVERED PARTS not in good working order prior to sale for the Vehicle.

#### G. YOUR RESPONSIBILITIES

You must keep all fluids at proper levels and have Your Vehicle checked and serviced in accordance to the manufacturer's recommendations, as outlined in the owner's manual for Your Vehicle. If You do not have an owner's manual for Your Vehicle, You may contact Us and the servicing recommendations will be provided to You. Your owner's manual lists different servicing recommendations based on Your individual driving habits and climate conditions. You are required to follow the normal or severe maintenance schedule that applies to Your driving habits and conditions. If You do not follow these recommendations and such failure causes a Breakdown, further damage or unnecessary repairs, coverage under this Agreement will be denied or reduced. You must retain all sales receipts, invoices, or work orders showing the date, odometer mileage, a description of Your Vehicle, the vehicle identification number (VIN), and the maintenance services performed, including parts and fluids used to complete these services. Maintenance services necessary to meet the requirements of this Agreement must be performed at a commercial service facility that is not owned or operated by You. Hand-written receipts, invoices, or work orders will not be accepted. You must take reasonable precaution to protect Your Vehicle from damage or further damage. If You notice a problem with Your Vehicle (e.g., change in engine temperature, unusual noises, leaking fluids, shaking, unusual shifting, etc.) it is Your responsibility to take appropriate action immediately. If You do not take reasonable precaution to protect Your Vehicle from damage or further damage, coverage under this Agreement will be denied or reduced.

### **SECTION FOUR – AGREEMENT GENERAL PROVISIONS**

#### A. AGREEMENT GENERAL PROVISIONS

(1) If We ask, You agree to assist Us in enforcing Your rights against any manufacturer or repair facility that may have responsibility to You for the cost of repairs covered under this Agreement.

(2) We may require You to assign Your rights of recovery against others in the event that We pay for any claim made under this Agreement. We will not pay for any claim hereunder if You impair these rights of recovery. You may not waive Your right(s) to recover from others.

(3) If more than one service agreement/contract, warranty or insurance policy can be applied to a claim, coverage under this Agreement shall be excess over all other such coverage(s), whether collectible or not. However, when You are required to pay a deductible for a Breakdown covered under another service agreement/contract, warranty or insurance policy, this Agreement will reimburse You for such deductible if the Breakdown would have been covered under this Agreement. The maximum benefit per each covered Breakdown deductible reimbursement shall be one hundred dollars (\$100.00).

#### B. LIMITS OF LIABILITY

The total of all benefits paid or payable under this Agreement shall not exceed the J.D. Power average trade-in value or the purchase price of the vehicle (excluding all dealer fees, taxes, document fees, or any other fees or add-ons), whichever is greater, on the date of Agreement purchase. This determination will be made using the most recent J.D. Power valuation guide on the date of Agreement purchase or Breakdown, as the case may be, for an average vehicle. The liability of anyone performing under this Agreement for incidental or consequential damages arising from performance or failure to perform under this Agreement or breach of any implied warranties, including the warranty of merchantability, arising by operation of law by virtue of performance under this Agreement, is expressly excluded. Such incidental and consequential damages include, but are not limited to, property damage, loss of use of the Vehicle, loss of time, inconvenience and commercial loss.

#### C. TRANSFER

Conditions and rights regarding transfer in the state where You purchased this Agreement may be different from the conditions and rights set forth in this subsection. Please read SECTION FIVE, "SPECIAL STATE DISCLOSURES AND REQUIREMENTS" for the state in which You purchased this Agreement. This Agreement applies only to You and the Vehicle listed on the Schedule Page. Only You can transfer this Agreement. This Agreement cannot be transferred to or from an automobile dealer. We will allow a transfer of this Agreement only if each of the following conditions, if applicable, are met:

(1) You have requested a transfer request form from Us within fifteen (15) days of the change of ownership of the Vehicle.

(2) Within thirty (30) days of change of ownership You provide Us with the following:

(a) Copies of sales receipts, invoices or work orders showing the date, mileage, and service(s) performed to evidence that all of the manufacturer's maintenance requirements have been met.

(b) Documented certification of the Vehicle's odometer reading at the time of ownership transfer.

(c) If applicable, copies of all documents sent to the manufacturer to effect transfer of Your factory warranty. Any remaining manufacturer's warranty must also be transferred at the same time as Vehicle ownership transfer.

(d) A transfer fee of fifty dollars (\$50.00). Only a check or a money order will be accepted.

(e) The completed transfer request form with all required signatures.

(3) If the transferee does not receive a confirmation of transfer within forty five (45) days after change of ownership, the transferee should notify Us.

#### D. PAYMENT PLAN PROVISIONS

In the event the purchase price of Your Agreement is being paid for through a Payment Plan (or its equivalent) which is terminated for non-payment, the Term and Mileage Limit of this Agreement will be modified to reflect the portion of the Agreement that You have paid for. The modified Term and Mileage Limit of the Agreement will be calculated on a pro-rata basis by adding the time and mileage that you have paid for to the Agreement Purchase Date and Vehicle Odometer Mileage on the Agreement Purchase Date as listed on the Schedule Page. You may contact the Administrator toll-free at 855-292-9311 to obtain the modified Term and Mileage Limits.

#### D1. FINANCIAL AGREEMENTS

If this Agreement was financed (purchased on a payment plan) by a funding party, the funding party shall be entitled to any refund(s) resulting from cancellation of this Agreement for any reason including repossession of Your Vehicle, or total loss of Your Vehicle. Failure to make monthly payments in a timely manner may result in cancellation of this Agreement and no refund will be due and no claims will be approved.

#### D2. RENEWABLE COVERAGE

All Vehicle Service Agreements may be replaced upon expiration in accordance with the guidelines outlined herein. The request for replacement must be made at least 30 days and/or 1,000 miles prior to the expiration of the Vehicle Service Agreement in order to qualify for a Replacement Agreement. The Vehicle must meet the then current underwriting guidelines relative to the Vehicle eligibility and Coverage availability. If all the above criteria are met, We may issue a Replacement Vehicle Service Agreement. A Vehicle Service Agreement may be issued subject to the payment of the amount due on the type of Vehicle being covered, for the Plan purchased, pursuant to the then current rates and guidelines.

#### E. CANCELLATION

Conditions and rights regarding cancellation in the state where You purchased this Agreement may be different from the conditions and rights set forth in this subsection. Please read SECTION FIVE, "SPECIAL STATE DISCLOSURES AND REQUIREMENTS" for the state in which You purchased this Agreement.

1. The Agreement Holder may cancel this Agreement by contacting your issuing dealership.

2. If the Vehicle and this Agreement have been financed, the lienholder may cancel this Agreement for non-payment, or if the vehicle has been declared a total loss or has been repossessed. The rights under this Agreement are transferred to the lienholder and the lienholder is also entitled to any refund.

3. The Agreement Holder may cancel this Agreement within thirty (30) days of the Agreement Purchase Date, if no claim has been made, and receive a full refund of the total Agreement Purchase price, less the applicable cancellation fee in the amount of seventy-five (\$75.00). The Agreement Holder may cancel this Agreement at any other time and receive a pro-rata refund of the total Agreement Purchase Price based on the greater of the days in force or the miles driven compared to the total Agreement term, less the

applicable cancellation fee. The term of this Agreement for cancellation purposes will be based on the date of purchase of the vehicle and the vehicle mileage on such date. Refunds issues hereunder shall be issued less the value of any services received by the contract holder (including claims paid.)

4. In the event the purchase price of Your Agreement is being paid for through a Payment Plan (or its equivalent) any outstanding balance held by payment plan provider would be deducted from the refund amount due to the Agreement Holder.

5. The right of the Agreement Holder to cancel the Agreement applies only to the original purchaser of the Agreement.

6. All refunds will be issued through the Dealer from whom the Agreement was purchased.

Administrator reserves the right to cancel this Agreement upon the occurrence of any of the following:

- Failure by the Agreement Holder to pay an amount when due.
- Conviction of the Agreement Holder of a crime, which results in an increase in the service required under this Agreement.
- Discovery of fraud or material misrepresentation by the Agreement Holder in obtaining this Agreement or in presenting a claim for service hereunder.
- Discovery of an act or omission by the Agreement Holder, or a violation by the Agreement Holder of any condition of this Agreement, which occurred after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement, including but not limited to failure of the odometer of the vehicle or if for any reason it does not record the actual mileage of the vehicle after the Agreement Purchase Date and the actual mileage of the vehicle cannot be established to a reasonable degree of certainty, and if the vehicle is used for commercial purposes.
- A material change in the nature or extent of the required service or repair which occurs after the effective date of this Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Agreement was issued or sold.
- No cancellation of this Agreement by The Administrator shall become effective until fifteen (15) days after the notice of cancellation is mailed to the Agreement Holder the Administrator will not charge a cancellation fee if this Agreement is canceled by the Administrator.

F. Dispute Resolution/Arbitration Agreement and Class Action Waiver: PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Arbitration is a method of resolving any Claim without filing a lawsuit. In this Arbitration Agreement and Class Action Waiver (collectively including all of this section of this Agreement), You, We, and the Administrator (the "Parties") are agreeing to submit any and all Claims to binding arbitration on an individual basis for resolution. This Arbitration Agreement and Class Action Waiver sets forth the terms and conditions of our agreement to binding arbitration. The Parties agree that any and all claims, disputes and controversies arising under or related in any way to this Agreement, including but not limited to claims related to the underlying transaction giving rise to this Agreement, claims related to the sale or fulfillment of this Agreement, and claims against any third-party (including the Selling Retailer and/or any of its owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, and assigns) arising under or related in any way to this Agreement or the underlying transaction or the sale or fulfillment of this Agreement (collectively, "Claims"), shall be resolved by final and binding arbitration. "Claims" shall be given the broadest meaning possible and includes, without limitation, Claims arising under agreement, tort, statute, regulation, rule, ordinance or other rule of law or equity, and Claims against any of Our or the Administrator's owners, shareholders, members, affiliates, subsidiaries, divisions, directors, officers, employees, representatives, successors, or assigns. "Claims" does not include a claim for public injunctive relief brought under any California statute enacted for a public reason, provided that You are a California resident or purchased Your Agreement in California. In arbitration, Claims are resolved by an arbitrator and not by a judge or jury. THE PARTIES, INCLUDING YOU, WAIVE ANY RIGHT TO HAVE CLAIMS DECIDED BY A JUDGE OR JURY. In addition, except as expressly stated in the Class Action Waiver or otherwise expressly stated herein, the arbitrator shall have exclusive authority to decide all issues related to the enforcement, applicability, scope, validity, and interpretation of this Arbitration Agreement, including but not limited to any unconscionability challenge or any other challenge that the Arbitration Agreement is void, voidable or otherwise invalid. Notwithstanding this agreement to arbitrate, each of the Parties retains the right to seek remedies in small claims court to resolve any Claim, on an individual basis, within the jurisdiction of small claims court. You acknowledge Your understanding that all Parties hereunder are waiving their rights to go to court, except for small claims court, to resolve any Claims arising under or related in any way to this Agreement.

The Parties agree and acknowledge that the transaction evidenced by this Agreement affects interstate commerce. The Parties further agree that all issues relating to this Arbitration Agreement and Class Action Waiver, including its enforcement, scope, validity, interpretation, and implementation, will be determined pursuant to federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to this Arbitration Agreement and Class Action Waiver, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law.

CLASS ACTION WAIVER. All Claims must be brought solely in an individual capacity, and not as a plaintiff or class member in any purported class action, collective action, representative action, mass action, private attorney general action or action on behalf of the general public, or similar proceeding (any such action is referred to herein as a "Class Action"). NO CLAIM WILL BE ARBITRATED ON A CLASS ACTION BASIS. The Parties, including You, expressly waive any right or ability to bring, assert, maintain, or participate as a class member in any Class Action in court, arbitration, or any other forum, and the right for anyone to do so on Your behalf. The arbitrator may not consolidate more than one person or entity's claims and may not otherwise preside over any Class Action. The arbitrator shall not have the authority to combine or aggregate multiple persons' or entities' Claims or discovery, to conduct a Class Action or to make an award to any person or entity not a party to the arbitration. Notwithstanding anything to the contrary, the Parties agree that the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. If this Class Action Waiver is ruled unenforceable or is interpreted to not prevent a Class Action, then the Arbitration Agreement shall be null and void, and any Claims shall proceed in a court of law and not in arbitration. The Parties agree that if an arbitrator renders a decision regarding the enforcement, applicability, scope, validity, and/or interpretation of this Class Action Waiver, or determines that a Class Action may proceed in arbitration, then: (1) the arbitrator has exceeded his powers, pursuant to §10(a)(4) of the FAA, by taking such action; (2) either party may seek immediate review of that decision by a court of competent jurisdiction; and (3) a court of competent jurisdiction shall apply a "de novo" standard of review of that decision if such standard of review is allowed by the common law or statutes of that state. The Parties, including You, agree that if for any reason a Claim proceeds to Court, rather than arbitration, (1) the Claim will proceed solely on an individual, non-class, non-representative basis, and (2) no Party may be a class representative or class member or otherwise participate in any Class Action.

The arbitration shall be administered by the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to the AAA Consumer Arbitration Rules (the "Code"). Information on AAA and a copy of the Code may be found at the following number and URL: American Arbitration Association, (800) 778-7879, www.adr.org. The arbitration will be governed by federal substantive law and the substantive and procedural provisions of the Federal Arbitration Act ("Act"), 9 U.S.C. §§ 1-16. If federal substantive law holds that state law should apply to any issue relating to the arbitration, then the law of the state where You purchased the Agreement shall apply, without regards to conflicts of law. The arbitration will occur before a single, neutral arbitrator selected in accordance with the Code in effect at the time the arbitration is commenced. If Your total damage claims (not including attorney's fees) do not exceed \$25,000, then all Claims shall be resolved by the Code's Procedures for the Resolution of Disputes through Document Submission, except that a Party may ask for a hearing or the arbitrator may decide that a hearing is necessary. If a hearing is held, You have a right to attend the arbitration hearing in person, and You may choose to have any arbitration hearing held in the county in which You live, the closest AAA location to Your residence, or via telephone. In the event that the specified arbitration forum is unavailable, the Parties may agree on a substitute arbitration forum. If the Parties cannot agree, a court of competent jurisdiction may appoint a substitute arbitration forum. For information about how to initiate arbitration with the AAA, the Parties may refer to the AAA Code and forms at [www.adr.org](http://www.adr.org) or call (800) 778-7879. If You initiate arbitration with AAA, You must pay the AAA filing fee in an amount no greater than the fee You would have to pay if You filed a complaint in federal court. We will pay any remaining Costs of arbitration required by the Code ("Arbitration Costs"); however, if the arbitrator determines that any of Your claims are frivolous, You shall bear all of the Arbitration Costs. If We initiate arbitration against You, We will pay the AAA filing fee and the Arbitration Costs. Each party will pay his/her/its own attorney's fees, as well as costs relating to proof and witnesses, regardless of who prevails, unless applicable law and/or the Code gives a party the right to recover any of those fees from the other party. An arbitration award may not be set aside except upon the limited circumstances set forth in the Federal Arbitration Act. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction. The time for commencing an arbitration asserting any Claim shall be determined by reference to the applicable statute(s) of limitations, including the applicable rules governing the commencement of the limitations period, and a Claim in arbitration is barred to the same extent it would be barred if it were asserted in court of law or equity rather than in arbitration.

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, all the remaining portions of this Arbitration Agreement shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Agreement shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Agreement and Class Action Waiver and the other provisions of this Agreement or any other agreement, this Arbitration Agreement and Class Action Waiver governs.

# Belvidere Police Department



Shane Woody - Chief of Police

Matthew Wallace - Deputy Chief, Investigations

Patrick Gardner - Deputy Chief, Patrol

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615 N. Main Street - Belvidere, IL 61008 - Phone 815-544-9626 - Fax 815-544-9603 - [www.ci.belvidere.il.us](http://www.ci.belvidere.il.us)

Date: August 23, 2021

To: Mayor Morris and City Council

From: Chief Shane Woody

Re: Request to Purchase two 5.56MM Rifles

Mr. Mayor and City Council,

Attached to this motion is a sales quote for two (2) Daniel Defense DDM4 V7 SLW 5.56MM 14.5" barreled Rifles with a purchase price of \$1,319.00 each.

When initially requested to purchase these rifles five years ago my request was to purchase two a year for four years in order to outfit our 8 person SWAT team. At that time, I also informed the Council that the SWAT team was using rifles with a 20" barrel and overall length of 39.5 inches. These rifles made it difficult to traverse terrain inside houses, businesses, and other structures found in an urban area. Going to a shorter barreled rifle allowed the team to move through the terrain much easier while still having the benefits of a rifle.

If authorized, these rifles will complete the outfitting of all Belvidere SWAT Operators with rifles conducive for urban environments.

**Motion: To authorize the purchase of two (2) Daniel Defense DDM4 V7 SLW 5.56MM Rifles not to exceed \$2,662.00 from Kiesler Police Supply.**

Respectfully,

Chief Shane Woody

A handwritten signature in blue ink, appearing to read "Shane Woody", is written over the typed name "Chief Shane Woody". The signature is stylized and cursive.



## Sales Quote

KIESLER POLICE SUPPLY  
 2802 SABLE MILL RD  
 JEFFERSONVILLE, IN 47130

**Bill-to Customer**  
 BELVIDERE POLICE DEPT.  
 615 NORTH MAIN STREET  
 BELVIDERE, IL 61008

**Ship-to Address**  
 BELVIDERE POLICE DEPT.  
 SGT. CHRIS WASHBURN  
 615 NORTH MAIN STREET  
 BELVIDERE, IL 61008

Your Reference  
 Bill-to Customer No. L01528  
 Tax Registration No.  
  
 No. Q124532  
 Document Date August 4, 2021  
 Due Date September 3, 2021  
 Payment Terms  
 Payment Method  
 Tax Identification Type Legal Entity  
 Shipment Method

Salesperson RONI  
 Email  
 Home Page  
 Phone No.

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
DANI02-128-15049-047	DANIEL DEFENSE DDM4 V7 SLW 5.56MM RIFLE  14.5" BBL W/ PINNED EXTENDED FLASH SUPPRESSOR FOR 16" OVERALL LENGTH, BLACK, M-LOK, (1) DD MAGAZINE & CASE INCLUDED **** SUB 10.3" OR 11.5" BBL FOR SBR CONFIG *** CCHORK	2	EACH	1,319.00	2,638
SHIPPING	Shipping	1	EACH	24.00	24
FORMAT RONI	QUOTED BY RONI MONTGOMERY KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS RONI@KIESLER.COM	1	EACH	0.00	0
Amount Subject to Sales Tax				0.00	
Amount Exempt from Sales Tax				2,662.00	
<b>Subtotal</b>					<b>2,662.00</b>
Total Tax					0.00
<b>Total \$ Incl. Tax</b>					<b>2,662.00</b>
<b>Tax Amount</b>					<b>0.00</b>

**KIESLER POLICE SUPPLY FFL# 4-35-019-11-1M-08220**

**RETURNED GOODS POLICY**

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

**DEFECTIVE MERCHANDISE POLICY**

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

**DAMAGED GOODS POLICY**

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.

# Memo

**To:** Mayor and City Council  
**From:** Mike Drella  
**cc:**  
**Date:** August 13, 2021  
**Re:** 74-205 Begging

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Section 74-205 of the City Code prohibits begging for money or goods at any public place in the City. In the last several years a series of federal and state court cases have ruled that such ordinances are an unconstitutional limitation on First Amendment rights. Even more concerning, a federal lawsuit against the Village of Downers Grove found that enforcement of that municipalities begging ordinance violated the First Amendment and that damages could be assessed against the municipality. Under federal law, that could include the Plaintiff's attorney's fees.

In light of the new case law, I recommend repealing section 74-205 of the City's Code. While it is no longer possible to outright prohibit begging or panhandling within the City, the most egregious activities frequently encountered are still prohibited by other sections of City Code and State Statute. For example, state statutes, and the City Code, prohibit walking in the street so long as a sidewalk is available. Section 74-201 of the City's Code makes it unlawful to act in a manner that unreasonably alarms or disturbs another or provokes a breach of the peace. Section 74-165 prohibits a person from obstructing the passage of another person on any highway or other public land or sidewalk. Finally, the general trespass statutes would allow a private property owner to ask individuals to leave their property and if they do not, the City Police could trespass them from that property.

**RECOMMENDED MOTION:** Motion to repeal Section 74-205 of the City of Belvidere Municipal Code.