



Nationwide Southeast

Franchised Dealer Sign-up Checklist

- Dealer Interview
- Dealer Agreement
- Signatures of Authorized Contract Assignors
Original signatures required
- Copy of State Dealer License:
- Authorization Agreement for Direct Deposit (optional)
Please include copy of voided check
- Authorization to Facsimile (optional)
- Copy of Dealer License to Sell Gap Insurance (optional) If
selling this insurance product

Send original sign-up packages to:

Carla Green

CGreen@NationwideLoans.com

Nationwide Cassel LLC

10255 West Higgins Road, Suite 300

Rosemont, IL 60018

Contact Carla at 224-220-8202 if you have questions.

Phone (800) 622-7605 ext:1542 • Fax (800) 622-0662

www.NationwideLoans.com



Date
Sales Rep Name
Sales Rep Company

DEALER INTERVIEW

DEALERSHIP AND CONTACT INFORMATION

Dealership Legal Name (must match license)	Owner Name	Owner Title
DBA Name (if applicable)	Owner or Officer Name	Owner or Officer Title
Street Address	Owner or Officer Name	Owner or Officer Title
City, State, Zip	Owner or Officer Name	Owner or Officer Title
Dealership Phone Number	F&I Contact	Other Contact
Dealership Website	F&I Fax	F&I Phone (if diff. from dealership)
F&I Email		

BUSINESS INFORMATION

Dealer License No.		Selling Price Range \$ _____ to \$ _____	Average Selling Price \$ _____
Federal Tax ID Number		Average Units per Month	Average Units per Month Financed
Year Established	Years as Dealer	Total Units in Inventory	Paved lot? <input type="checkbox"/> Yes <input type="checkbox"/> No On-site service bays? <input type="checkbox"/> Yes <input type="checkbox"/> No
Years at this Location	Number of Employees	Floorplan and Inventory Lenders	
Check one: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship		Auction(s) Used	
Source of Applications (check all that apply): <input type="checkbox"/> Nationwide Dealer Portal <input type="checkbox"/> Dealer Track (ID # _____) <input type="checkbox"/> RouteOne <input type="checkbox"/> Credit Smarts <input type="checkbox"/> Finance Express <input type="checkbox"/> AppOne <input type="checkbox"/> Fax			
Other Finance Companies – Terms:			
Other Comments:			

Company Use Only	<input type="checkbox"/> Accepted <input type="checkbox"/> Denied
	<input type="checkbox"/> Validated registrations only
Date:	

DEALER AGREEMENT DATED _____
BETWEEN NATIONWIDE SOUTHEAST LLC AND ITS SUCCESSORS (HEREINAFTER FinCo) AND
_____ dba _____
AND ITS SUCCESSORS (HEREINAFTER Dealer)

1. The purpose of this Agreement is to set forth the rules that will govern the purchase of acceptable Paper by FinCo from Dealer and to fix the rights and obligations of the parties with regard to such Paper. The term "Paper" shall mean retail installment contracts or other evidences of indebtedness arising out of the sale or lease of goods or services by Dealer to its Buyers on deferred payments. Dealer is not obligated to tender Paper to FinCo, and FinCo is not obligated to buy Paper which is not acceptable to it. All credit approvals are subject to verification with Buyers and Co-Buyers regarding terms, delivery, and satisfaction before FinCo is obligated to pay Dealer for such Paper.

2. **Assignment.** Dealer's assignments of Paper (the "Assignments" and each an "Assignment") to FinCo shall be without recourse except as provided in this Agreement or in the Assignments. The Assignments shall be required to be acceptable to FinCo in its sole discretion.

3. **Dealer Representations and Warranties.** In order to induce FinCo to purchase Paper, Dealer represents and warrants that:

(a) Each item of Paper, related information and documents provided to FinCo are genuine, contain the valid signatures of Buyers and Guarantors, correctly state the terms of the transaction, and are true and accurate in every material respect.

(b) All signers had the legal capacity to contract at the time of their signature.

(c) The goods and services are truly and accurately described in the Paper and have been delivered to, together with a copy of the Paper, and willingly accepted by Buyer.

(d) The down payments have been paid in full by Buyer without help from Dealer and were actually paid in cash or in merchandise received in trade as shown.

(e) The Paper arose from the bona fide sale of the goods and services described in the Paper and is a valid and enforceable obligation of the Buyer in accordance with its terms, free of any defense, offset, counterclaim, or other fact that could impair the collectability of the Paper.

(f) Title to the goods and services is vested in Buyer under the Paper, and FinCo holds a valid first lien upon the goods.

(g) Title to the goods and services is not branded, nor is the title required to be branded as rebuilt, salvage, flood or other designation which may decrease the market value of the goods and services.

(h) Dealer is the sole owner of the Paper and has a legal right to assign it.

(i) Dealer possesses all of the requisite state and other jurisdictional licenses required to engage in its business and to sell the Paper to FinCo.

(j) The Paper represents the value of the purchase of the goods and services listed on the Paper, and no agreement, unless specifically noted on the Paper, exists to provide a cash payment to Buyer either in the form of a cash rebate or the payment of Buyer's indebtedness.

(k) Any holdbacks or discounts charged by FinCo have not been passed along, charged or otherwise specifically recouped from the customer.

(l) The "cash price" of the goods and services as shown on the Paper (i) represents the fair retail market value of such goods and services; (ii) is the "cash price" as defined by applicable state and federal law; (iii) was not overstated or inflated in any way, including, but not limited to, to "cover" or provide for any holdback or discount charged by FinCo; or (iv) was not increased because the goods and services are being sold on credit, or to a member of the U.S. armed services.

(m) No payments have yet been received on the balance of the purchase price as set forth in the Paper.

(n) No representations and warranties have been made to the Buyer other than those contained in the Paper and the Paper represents the entire agreement of Buyer and Dealer.

(o) Such steps as are necessary to perfect FinCo's security interest in the goods have been taken within twenty (20) days from the date of the Paper.

(p) The Buyer is not an employee of Dealer or a member of Dealer's family unless clearly shown otherwise in the credit application.

(q) Dealer has furnished FinCo with copies of all disclosures required to be given to Buyer under applicable law in connection with the sale of the goods and services that are the subject of each Paper, and such disclosures and the manner in which they were given conform to all applicable laws and regulations.

(r) The sales and credit transaction and the Paper arising from such sale comply with all applicable federal, state, and local laws and regulations.

4. **Notices.** Dealer shall provide to all applicant Buyers for whom a credit application was submitted to FinCo and to all Buyers for whom FinCo purchased a Paper, as applicable, any and all notices required by applicable law, including, but not limited to, adverse action notices and Risk Based Pricing notices that may be required under the ECOA and Regulation B, and the Fair Credit Reporting Act and the Risk-Based Pricing Rule. Dealer shall notify each applicant Buyer for whom a credit application is submitted to FinCo that their credit application is being submitted to FinCo, together with FinCo's current address.

5. **Dealer Breach and Reassignment.** If there is any claim of breach of Dealer's representations or warranties with regard to any item of Paper, then upon demand, Dealer shall immediately repurchase that Paper from FinCo for the Repurchase Amount, which is all the amounts due under that Paper, including FinCo's out-of-pocket expenses, less holdbacks (not discounts) and unearned finance and insurance charges. Upon payment of such Repurchase Amount, FinCo shall reassign the Paper to Dealer. FinCo's rights and remedies hereunder shall be cumulative, and FinCo may exercise any right or remedy, whether against Dealer, Buyer, or the goods, simultaneously or separately and in such order as FinCo sees fit, without thereby releasing any other right or remedy FinCo may have. FinCo does not assume any responsibility of Dealer with respect to any Paper or otherwise. Reassignment of any Paper by FinCo to Dealer under this Agreement shall be without recourse and without warranties, express or implied. Upon reassignment, Dealer shall have all the rights and duties of the secured party under the Paper.

6. **Buyer Defenses or Complaints.** In addition to the requirements of the preceding paragraph, if Buyer makes any complaint to or raises a defense, whether valid or not, against Dealer or FinCo, upon demand of FinCo, Dealer will have thirty (30) days to provide a prompt good faith response to attempt to mutually satisfy all parties to the transaction. When responding to Buyer's complaint or defense, Dealer will comply with all applicable state and federal laws and regulations. In the event that Dealer fails to respond to Buyer in good faith to attempt to reasonably satisfy or ameliorate Buyer's complaint or defense, Dealer shall, immediately upon demand of FinCo, repurchase that Paper for the Repurchase Amount. With regard to any liability of Dealer to FinCo arising under this paragraph, Dealer may not resort to the Reserve Account but must pay cash.

7. **Collections.** FinCo shall have the sole right to collect the Paper it purchases from Dealer and to notify each Buyer to pay directly to FinCo. Dealer agrees not to solicit collections or make any repossessions, settlements, or adjustments with respect to the Paper it sells to FinCo and agrees to forward to FinCo all communications, inquiries, and identical remittances Dealer may receive with reference to said Paper to FinCo within 24 hours. Further, Dealer shall not accept the return of nor make any substitution of any of the goods covered by any such Paper except pursuant to FinCo's written instruction. FinCo may endorse Dealer's name upon any checks or money orders received in payment on such Paper.

8. **Payment Price and Reserve Account.** The financial terms under which FinCo will purchase Paper from Dealer will vary as agreed between the parties from time to time and from contract to contract. On purchase of Paper from Dealer, the Reserve Account will be credited with general holdbacks. The Reserve Account is subject to the following terms and conditions:

(a) FinCo has the right to charge the Reserve Account with the total amount of unpaid installments (matured and unmatured) of any Paper that is delinquent. Paper is delinquent whenever an installment shall have fallen two installments past due or whenever such Paper involves a bankruptcy, a repossession, a lawsuit, or a settlement (hereinafter Delinquent Paper).

(b) If, after adjusting for Delinquent Paper, the Reserve Account exceeds an amount equal to 35% (hereinafter Reserve Account Percent) of the total unpaid installments of all other outstanding Paper purchased from Dealer by FinCo, then an excess exists in the Reserve Account. Dealer and FinCo will share in any excess in the Reserve Account on a basis of 60% for Dealer and 40% for FinCo.

(c) Every six months commencing after one (1) year from the date of this Agreement, Dealer has the right to direct FinCo to determine whether there is an excess in the Reserve Account, provided FinCo receives a written request for such accounting at least 30 days prior to the date such accounting should be made. The excess in the Reserve Account shall be distributed according to the provisions of subparagraphs 8(b), 8(c) and 8(h). However, FinCo is not liable for such accounting or for the repayment of any of the Reserve Account if total credits to the Reserve Account have never exceeded \$10,000 or if it has been longer than five years since the date that FinCo has last purchased Paper from Dealer.

(d) The Reserve Account shall be held by FinCo as security: (i) against defaults or losses and out-of-pocket and other special expenses which may occur upon Paper purchased by FinCo from Dealer; (ii) against any loss or expense which FinCo may suffer or incur by reason of any breach by Dealer of any provision of this Agreement or of any provision or any assignment of Paper as contemplated hereunder; (iii) for Dealer's payment

to FinCo, or to its affiliates, of any and all liability or indebtedness now or hereafter owing by Dealer to FinCo, howsoever arising or acquired; and (iv) for the insufficient Reserve Accounts of other dealers whose ownership involves a common principal with Dealer. **Under no circumstance shall Dealer be liable to FinCo for a Reserve Account deficiency caused by credit losses.**

(e) Accounts refinanced by FinCo or its affiliates may be charged to the Reserve Account if they should become delinquent, but only to the maximum extent of the amount refinanced.

(f) The Reserve Account shall be the exclusive property of FinCo to the extent it is not in excess, and shall be held by FinCo for the above purposes, but not in lieu of performance by Dealer. Dealer shall not have the right to offset against the Reserve Account any amounts it owes FinCo. In other words, Dealer is not to look to the Reserve Account to settle any of its obligations to FinCo under this Agreement or otherwise, except to the extent that there is money due Dealer out of the Reserve Account under subparagraphs 8(b), 8(c) and 8(h). FinCo may pursue against Dealer or others, or both, any and all of FinCo's available remedies and actions which may be concurrent and shall be cumulative and not mutually exclusive.

(g) FinCo shall hold and may collect the Delinquent Paper after it has been charged to the Reserve Account. Collections of principal thereafter will be credited back to the Reserve Account less one-third for FinCo's general expenses after full reimbursement of any court costs, legal, repossession or other fees incurred by FinCo. However, the Paper charged against the Reserve Account shall be deemed to be worthless after three years without payment, and FinCo shall not be liable or accountable to Dealer in any manner for its non-return.

(h) In the event that Dealer's portfolio at FinCo enters into a liquidation mode, or in the event of Dealer's breach of any provision of this Agreement, then FinCo may hold the Reserve Account until the complete liquidation of Paper purchased from Dealer has been accomplished. Dealer's portfolio is deemed to have entered a liquidation mode when balances outstanding shrink by over 20% in a 12 month period or no new Paper has been purchased in 120 days. When all matters are finally settled, any amount remaining in the Reserve Account, if any, shall be distributed as if it were an excess in accordance with subparagraphs 8(b) and subject to subparagraph 8(c).

(i) Any other provision to the contrary notwithstanding, to the extent paper is sold by FinCo for less than the principal amount, the dealer reserves may be charged for the difference.

9. **Specific Holdbacks and Discounts.** In addition to amounts for the Reserve Account, there are other kinds of holdbacks that Dealer may allow FinCo to take from time to time:

(a) **Specific Holdback.** Applies to the specific contract from which it is taken. When that specific contract is paid in full, or when the specified number of monthly payments has been made, if earlier, the Specific Holdback will be paid to the Dealer, unless the account had ever been delinquent as defined in 8(a) above, in which case it will be credited to the Reserve Account instead.

(b) **Discount.** Belongs to FinCo forever, and FinCo is in no way obligated to account for it to Dealer.

10. **Prepayment and Charge-Off.** Dealer's share of finance charges, credit insurance premiums, service contracts and gap waiver policies received in cash at the time FinCo purchases a contract, if any, is subject to refund in cash to the extent unearned in case of prepayment or charge-off.

(a) Finance charges and credit insurance premiums:

(i) **Prepayment.** When Buyer is entitled to a credit for unearned finance and (or) credit insurance premiums due to prepayment, Dealer's cash refund to FinCo (and the charge to Dealer's Reserve Account) shall be calculated according to the interest method (Rule of 78's).

(ii) **Charge-Off.** When Buyer defaults on his contract and FinCo charges off the contract balance as a bad debt, Dealer's refund to FinCo shall be calculated according to the ratio of the contract balance left unpaid by Buyer, to the original high credit.

(b) **Service contracts and GAP Waiver policies.** If Buyer, Dealer or FinCo is entitled to a credit due to prepayment, cancellation or charge-off, Dealer's refund to FinCo shall be in the same proportion as provided for by the policy multiplied by the amount FinCo paid Dealer for the policy.

11. **Insurance.** Prior to purchase of the contract by FinCo, Dealer shall bear the responsibility for loss to the collateral.

12. **Title.** The appropriate certificate of title for the vehicle with FinCo's first lien recorded must be perfected within 20 days of the contract date and must be in FinCo's possession within 60 days from the date the contract is purchased. Otherwise, Dealer will, on demand, repurchase the contract for the Repurchase Amount and will hold FinCo harmless from all damages, losses and costs, including reasonable attorney's fees, that may ensue.

13. **Offset of FinCo's Payments to Dealer.** With respect to any sums due FinCo from Dealer, whether arising under this Agreement or otherwise, FinCo may offset these sums against what FinCo owes Dealer, including proceeds from Paper being purchased.

14. **Incorporation of Representations.** All representations, warranties, guaranties and agreements by Dealer set forth in this Agreement are incorporated in and made a part of each Assignment, and all representations, warranties, guaranties, and agreements by Dealer contained in each Assignment (and which are not otherwise specified in this Agreement) are incorporated in and made a part of this Agreement. In the event there is any conflict or inconsistency between the terms of this Agreement and any Assignment, the terms and provisions of this Agreement shall control.

15. **Indemnity.** Dealer will indemnify and hold FinCo and its officers, agents, affiliates and employees harmless from any and all claims, liabilities, losses, costs, and expenses (including attorney's fees), arising out of any obligation, liability, or acts or omissions of Dealer or its agents or employees. FinCo will indemnify and hold Dealer and its officers, agents, affiliates and employees harmless from any and all liabilities, losses, costs and expenses (including attorney's fees), arising out of any obligation, liability, or acts or omissions of FinCo or its agents or employees. This indemnification shall survive termination of this Agreement and is in addition to and not in lieu of any other indemnities now or in the future, whether under other provisions of this Agreement or otherwise.

16. **Attorney Fees.** In the event of any suit or action arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its cost and expense, its reasonable attorney fees, whether incurred before trial, at trial, on appeal, or in any bankruptcy or arbitration proceeding.

17. **Waiver.** Dealer waives diligence, presentment, protest and all demands or notices as to the Paper and consents to any extensions of time, compromise with any person, refinances and substitution or release of collateral, without diminishing Dealer's liability. The waiver by FinCo of any default by Dealer, or omission by FinCo to require compliance with any of the terms hereof, shall not be deemed to authorize any prior or subsequent default or omission.

18. **Successors and Assigns.** This Agreement shall inure the benefit of and bind FinCo and Dealer and their respective heirs, representatives, successors and assigns. However, Dealer may not assign this Agreement except with the prior written consent of FinCo. The agreements of FinCo and Dealer and the terms and conditions of this Agreement are for the sole benefit of such parties and are not for the benefit of any other third party.

19. **Termination.** Either FinCo or Dealer may terminate this Agreement with or without cause at any time; but such termination shall not affect any obligation on the part of either FinCo or Dealer which arose out of the purchase of Paper hereunder prior to the termination.

20. **Jurisdiction.** This Dealer Agreement shall be construed in accordance with and be governed by the laws of the State of Illinois. Any suit involving or arising under this Agreement may only be brought in an Illinois State Court or a Federal Court located in Cook County, Illinois. FinCo and Dealer hereby submit and consent to the exercise of personal jurisdiction by any such court.

21. **Invalidity.** Wherever possible, each provision of this Dealer Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

22. **Waiver of Jury Trial.** Each of the parties to this Agreement hereby waives any right to a trial by jury in any action or proceeding to enforce or defend any rights under this Agreement, any note, any other amendment, instrument, document or Agreement delivered or which may be in the future delivered in connection herewith or therewith, and agrees that any such action or proceeding shall be tried before a court and not before a jury.

23. **Interest on Monies Due.** Any amounts due from Dealer to FinCo pursuant to the terms hereof, will bear interest from the date becoming due to the date of actual payment in good funds at the rate of one and a half percent (1.5%) per month.

24. **Electronic Communications.** Dealer consents to receiving facsimile transmissions and electronic mail from FinCo, including informational pieces, promotional and advertising materials, without limitation. In addition, Dealer

consents to and acknowledges that FinCo may contact Dealer using an artificial voice, pre-recorded message, or automatic telephone dialing system. Dealer further expressly authorizes FinCo to place and send telephone calls, including commercial text messages and electronic messages, to Dealer's computers, cell phones and pagers, using an automatic telephone dialing system or including an artificial voice or pre-recorded message. Dealer understands that with e-mail and mobile phone contacts there is a possibility of third-party disclosure and that Dealer may incur a charge from Dealer's service provider. Dealer agrees that Dealer may be contacted or solicited in any manner contemplated in this paragraph, even if Dealer's number is found on a do-not-call registry, in-house list, or similar registry.

25. **Agreement Acceptance.** This Dealer Agreement and the Guaranty, if any, set forth below are not effective until signed and accepted by FinCo at its executive offices located in the State of Illinois, except that the terms of this Dealer Agreement and the Guaranty, if any, shall apply to Paper assigned to FinCo prior to the effective date hereof as well as subsequent thereto. This Dealer Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Dealer Agreement. Any party to the Dealer Agreement may rely upon a copy of an executed signature page transmitted by facsimile or by electronic means as if it were a signed original.

26. **Counterparts/Fax/PDF Signatures.** This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be original, and all of which together shall constitute the same Agreement. A signature transmitted by facsimile or electronic mail in portable document format (PDF) shall be deemed an original for purposes of this Agreement.

27. **Complete Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement between FinCo and Dealer and supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of FinCo and Dealer.

ACCEPTED at Rosemont, Illinois

Date _____

NATIONWIDE SOUTHEAST LLC (FinCo)

By _____
Authorized Signer

Title _____

Legal Name of Dealership

DBA

By _____
Signature of Officer, Partner or Owner

Printed Name and Title of Officer, Partner or Owner

By _____
Signature of Officer, Partner or Owner

Printed Name and Title of Officer, Partner or Owner

SIGNATURES OF AUTHORIZED CONTRACT ASSIGNORS
Original Signatures Required

Dealer Name	
DBA Name	
Street Address	
City, State, Zip	
Phone	
Fax	

PERSONS AUTHORIZED TO ASSIGN CONTRACTS		
Signature (Owner)	Printed Name (Owner)	Title (Owner)
Signature	Printed Name	Title
Signature	Printed Name	Title
Signature	Printed Name	Title

Company Use Only	
Dealer No.	
Linked Dealer No.	
Portfolio No.	
Buyer	
Rep	
ACH	<input type="checkbox"/> Yes <input type="checkbox"/> No

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT (ACH CREDITS)

Dealership Name: _____ (“Dealer”)

I, _____ (“Authorized Account Signer”), hereby authorize Nationwide Southeast LLC (“Company”) to deposit money (“ACH Credits”) directly into Dealer’s checking account at the depository financial institution named below (“Depository”).

Bank (Depository) Information	
Name on Account	
Bank Name	
Bank City, State, Zip	
ABA Routing Number	
Checking Account Number	
Please attach a voided check.	

To induce Company to make ACH Credits, and in consideration of its willingness to do so, Dealer acknowledges and agrees that:

- 1) This Authorization and Agreement and activities in connection herewith shall be governed by the Illinois Uniform Commercial Code in effect and as amended from time to time.
- 2) Company shall have no obligation or responsibility for the Depository’s misapplication or incorrect disposition of funds.
- 3) Company may at any time discontinue or interrupt ACH Credits to Dealer without liability and notice.
- 4) Dealer may discontinue or interrupt ACH Credits at any time by providing Company written notification of its election to terminate it in such time and in such manner to afford Company and Depository a reasonable opportunity to act on it.
- 5) If Company erroneously makes an ACH credit to Dealer’s account, Company and Depository are authorized and permitted to initiate the necessary transactions to correct the error, and dealer shall cooperate in their doing so.

Dealership Name	Fax for Funding Only
Signature of Authorized Account Signer	Date
Printed Name of Authorized Account Signer	

Company Use Only

Dealer No. _____

AUTHORIZATION TO FACSIMILE

The Federal Communications Commission requires that we obtain written consent from you prior to sending promotional and advertising material by facsimile.

_____ dba _____
_____ hereby authorizes Nationwide Southeast LLC to send informational pieces, promotional and advertising materials via facsimile to the following fax number(s):

F&I Fax
Fax for Funding Only

This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be original, and all of which together shall constitute the same Agreement. A signature transmitted by facsimile or electronic mail in portable document format (PDF) shall be deemed an original for purposes of this Agreement.

If you wish to discontinue receiving unsolicited advertising materials from Nationwide, please notify us toll-free by fax at (800) 622-0662, Attn: Dealer Coordinator.

Date _____

Signature of Officer, Partner or Owner

Printed Name and Title of Officer, Partner or Owner