

**A.C.T. Services Agreement Addendum**  
**Optional Rapid-Pay Plan available to all Vendors**

This Service Agreement Addendum dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is added to the A.C.T. Services Agreement between Autoglass Claims Team, Inc. (A.C.T.) and \_\_\_\_\_ (“VENDOR”), an auto glass repair and/or replacement service facility. For an additional **non-refundable** fee of \$3 per invoice for repairs, and a **non-refundable** fee of 4% of the amount of the invoice for replacements, A.C.T. agrees to expedite payment to VENDOR within 2 banking days on **repairs** and 3 banking days on **replacements**. All invoices are subject to the claim being invoiceable, complete, and confirmed accepted by the insurance company. Funds will be deposited into VENDORS designated account and will become available as soon as VENDOR’S bank finalizes the transaction.

\*\*\*A.C.T. reserves the right, in its discretion, to delay any payment for any reason.\*\*\*

For value received, the undersigned VENDOR hereby unconditionally and irrevocably assigns and transfers unto A.C.T., all rights, title, and interest in any and all work orders, invoices, and/or claims submitted by VENDOR to A.C.T.. The undersigned hereby warrants that he/she has full right, power, and authority to enter into this assignment and transfer, and that the rights and benefits assigned hereunder are free and clear of any lien, encumbrance, adverse claim or interest. This assignment shall be binding upon and inure to the benefit of the parties, their heirs, successors, assigns, and personal representatives.

VENDOR hereby directs all Insurance companies, their third party administrators and claims adjusters to pay A.C.T. directly for all invoices submitted by A.C.T. on behalf of Vendor until A.C.T. submits a letter of release to said Insurance company, third party administrator or claims adjuster. (VENDOR agrees not to cash/deposit any payment checks received directly from any insurance company or TPA, including but not limited to, Lynx Services, Safelite Solutions and Harmon Solutions for work orders, invoices, or claims submitted by A.C.T.. Instead, VENDOR agrees to notify A.C.T. within 24 hours if payment is received directly from an insurance carrier on an invoice that has already been paid by A.C.T. and to send the uncashed checks directly to A.C.T.). **Failure to follow this procedure may result in debits by A.C.T. to Vendor’s bank account in the amount of the issued check.**

When A.C.T. advances payment to the VENDOR and an insurance company subsequently rejects, charges back, short pays, or fails to pay the invoice within 60 days for any reason, VENDOR agrees that A.C.T. will charge back the said amount (**including the above mentioned non-refundable fee**) from the next payment due the VENDOR. If no other invoices have been submitted to cover the aforementioned rejects, short pays, charge backs or direct pays, VENDOR agrees to a debit from VENDOR’s bank account of record, or if necessary, to submit payment to A.C.T. immediately upon receipt of an invoice from A.C.T..

When adding this Addendum to the A.C.T. Services Agreement, VENDOR agrees:

If any obligation under this Addendum is not paid when due, the VENDOR promises to pay all costs of collection, including attorney fees, whether or not a lawsuit is commenced as part of the collection process.

If any of the following events of default occur, any obligations of the VENDOR to A.C.T. shall become due immediately, without demand or notice:

- 1) The failure of the VENDOR to pay the balance due in full on or before the due date;
- 2) The death of the VENDOR;
- 3) The filing of bankruptcy proceedings involving the VENDOR as a debtor;
- 4) The application for the appointment of a receiver for the VENDOR;
- 5) The making of a general assignment for the benefit of the VENDORS creditors;
- 6) The insolvency of the VENDOR;
- 7) A misrepresentation by the VENDOR to A.C.T. for the purpose of obtaining credit.

If any one or more of the provisions of this Addendum are determined to be unenforceable, in whole or part, for any reason, the remaining provisions shall remain fully operative.

All parties agree that digital copies of this signed agreement are as valid as the original.

This Addendum shall be construed in accordance with the laws of the State of Illinois.

**VENDOR**

**A.C.T.**

Your Company Name \_\_\_\_\_

Autoglass Claims Team, Inc.

Company Officer Signature X \_\_\_\_\_

X \_\_\_\_\_

Company Officer Title \_\_\_\_\_

President

Date \_\_\_\_/\_\_\_\_/20\_\_\_\_