

A. C. T. - AUTOGLASS CLAIMS TEAM, INC. Service Agreement May 1, 2015

Service Agreement dated this ____ day of _____, 20____, is between Autoglass Claims Team, Inc. (A.C.T.) and _____ (“VENDOR”), an auto glass repair service facility.

Whereas, A.C.T. assists VENDOR in the coverage verification, authorization, invoicing and collection processing of auto glass claims to all insurance companies. A.C.T. does not represent any insurance company. A.C.T. does represent the VENDOR and promotes windshield repair as the first viable option to be considered by consumers. Now, therefore, in consideration of the premises and mutual promises contained herein, A.C.T. and VENDOR, intending to be legally bound, hereby agree as follows:

1. A.C.T. will enroll and represent you with applicable insurance company glass service provider networks.
2. A.C.T. will supply a single toll-free phone number (**888 228-9108**) for initiating “full service” windshield re-
pair/replacement insurance claims and submitting pre-authorized claims according to **Exhibit A**.
3. A.C.T. will process windshield repair/replacement insurance claims and remit payment to the VENDOR within one business day of receiving payment from the Insurance Carrier according to attached **Exhibit A**. (See optional Rapid Pay Plan for faster payments.)
4. A.C.T. will maintain a website with log-in capability to provide online account access for inputting and storing invoices, signatures, digital images, as well as for managing multiple locations, technicians and generating reports/spreadsheets.
5. A.C.T. will conduct random customer satisfaction surveys.

You as VENDOR, agree, when using A.C.T.’s services, **in each instance**, to authorize A.C.T. and any of its assignees, associates, contractors and affiliates to represent VENDOR, including necessary litigation, in order to complete the claims process and to collect payment for each job submitted by you and processed by A.C.T.. VENDOR agrees to accept its payment from A.C.T. according to the schedule outlined in **Exhibit A**.

VENDOR further agrees:

1. To abide by all pertinent Federal, State, and Local laws.
2. VENDOR is strictly an independent contractor and there is no employer/employee relationship with A.C.T.
3. To assume all risk of loss in connection with the performance of a repair/replacement and further agrees to hold A.C.T. harmless in the event of any loss.
4. To hold A.C.T. harmless in any dispute VENDOR may have with any insurance company or third party administrator of any insurance company including, but not limited to, rejections, short pays, or any other loss of revenue or business.
5. To be exclusively responsible for payment of all Local, State, & Federal taxes.
6. To be liable for all **A.C.T.** fees as outlined in this contract.
7. To **never** submit work orders or invoices for repairs or replacements before the work has been completed.
8. To notify A.C.T. **immediately** if the repair/replacement is **not completed**, is scheduled for a **later** date or if a **re-
placement**, rather than a repair, is recommended.
9. To keep customer signed documents readily available and to produce copies thereof in the event of a signature audit, if said documents have not already been submitted via A.C.T.’s online portal.
10. To offer and fully explain its lifetime warranty for **repairs** as being limited to a refund of monies paid and to fully explain the expected cosmetic and structural results to the customer.
11. To offer and fully explain its warranty regarding **replacements** to the customer.
12. To only submit invoices for billable damage based on ROLAGS ANSI standards. (See **Exhibit B**)
13. VENDOR shall indemnify, protect, relieve, and hold harmless A.C.T., its assignees, associates, contractors and affiliates, related companies, officers, and employees against all liabilities, claims, or demands for injuries sustained to any person or property arising from an alleged breach of warranties or negligence from the performance of VENDOR pursuant to this Agreement.

This Agreement and any Exhibits/Addendums attached hereto are the complete agreement between VENDOR and A.C.T.. We reserve the right to change fees, prices, and terms of this Agreement. Unless this Agreement or applicable law specifies otherwise, we will give you thirty (30) days prior notice of any significant change to this Agreement by posting such changes on our website at <http://www.actclaims.com/downloads/ACT-Signup-Forms.pdf> . If you find the change(s) unacceptable, you have the right to sever our relationship. However, if you continue to use our service after the end of the notice period (the Effective date of the change), you will be considered to have accepted the published changes. Notification of published changes will be made to your last known email address. This agreement shall be construed according to the laws of the State of Illinois and may be terminated by either party with 30 days written notice.

A.C.T. Autoglass Claims Team, Inc. Services Agreement cont.'

Should A.C.T. be unable to collect on a claim that is over 90 days from the date of service or be deemed non-collectable, for whatever reason, A.C.T. may cease collection efforts. In such cases, A.C.T. will still debit amounts due A.C.T. in accordance with the following Exhibit A and Addendums. However, should payment subsequently be received, A.C.T. will still pay Vendor based on the amount received minus any remaining applicable A.C.T. fees.

If VENDOR has past due invoices with A.C.T. or our affiliate, Liquid Resins International, Ltd., A.C.T. reserves the right to redirect VENDOR claim settlements to A.C.T. or Liquid Resins International, Ltd. to satisfy those debts.

If any obligation under this Agreement 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 Agreement 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.

Vendor agrees to satisfy all debts incurred with A.C.T. and Liquid Resins International, Ltd. prior to terminating this Agreement. Vendor understands A.C.T. will only issue letters to release affiliation with A.C.T. to insurance companies and their third party administrators and adjusters after all debts have been satisfied.

VENDOR

A.C.T.

(Your Company Name)

X _____
James A. Pottorff

X _____
(Company Officer Signature)

PRESIDENT
(Title)

(Company Officer Title)

_____/_____/20_____
(Date Accepted)

Exhibit A

A one time set up fee of **\$25** to cover application processing and shop set up will be charged.

Notice: All repair/replacement invoice submissions will incur the following non-refundable fees:**

REPAIR INVOICE FEES

Mark with an “X” only one of the following plans.

___ **Plan 1. Pre-authorized Invoices** (Pre-authorized invoices are those where the coverage has already been verified and the insurance company has approved and issued a corresponding referral or dispatch number.) **Each invoice submitted online will incur a non-refundable fee of \$2.95***. *****CAUTION***** Invoices **with errors will be rejected and flagged as “INCOMPLETE”**. However, no further fee will be applied once **you** fix all errors and resubmit the invoice. In each instance, Vendor will be notified via email to view and fix “incomplete” invoices by logging into your assigned online account and making any necessary additions and/or changes.**

___ **Plan 2. “A.C.T. Follow-up” Pre-authorized Invoices** (as defined above) **submitted online will incur a non-refundable fee of \$5.95***. A.C.T. will attempt to do the necessary follow-up to fix errors **for** you.**

***Surcharges: All Invoices submitted via Fax, Email or Phone will incur an additional non-refundable \$1 surcharge whether using Plan 1 or Plan 2.**

___ **Plan 3. “Full service”** (You or your technician will call A.C.T. at **(888) 228-9108** and identify him/herself with the A.C.T. assigned shop ID number and give the A.C.T. customer service representative the complete VIN. A.C.T. will verify the VIN and request to speak to the policyholder/insured. Then A.C.T. will create a three-way call to the proper claims center to verify coverage and complete the first notice of loss. A.C.T. will attempt follow-up and work to prevent steering attempts.) **Invoices will incur an initial non-refundable fee of \$5.95**** for each invoice, as well as an additional **\$7.00** staffing and processing fee for each successful transaction. Failed transactions i.e., no coverage, customer changes mind, date of loss outside of policy period, etc., will still **incur the initial fee of \$5.95** without the additional \$7.00 fee.** **Plan 3** Vendors may also use the **Plan 2** submission process when pre-authorized occasions arise in order to save the **\$7.00 additional fee.**

REPLACEMENT INVOICE FEES

Replacement invoices will incur a **non-refundable fee** of **\$15**** for each **pre-authorized invoice** (as defined above). Work orders may be submitted by any of the above methods. **“Full service” invoices** (as defined above) for replacement will incur an initial **non-refundable fee** of **\$15**** and an **additional \$9.95 staffing and processing fee** for each successful invoice. All replacement invoices will be considered **“INCOMPLETE”** until you notify A.C.T. that the installation has been completed. In each case, you will be responsible for submitting a list of all parts used. A.C.T. reserves the right to require proofs of purchase. Invoices will be submitted according to rates accepted by each insurance carrier.

**** Non-refundable fees will be deducted from amounts collected by A.C.T. before depositing the balance into your account of record. In the event you are paid direct, or A.C.T. is unable to collect, fees will be deducted from your next payment, or debited from your bank account of record, or as a last resort, A.C.T. will send you an invoice that is due upon receipt.**

*****Pass through fee-** A.C.T. charges a **non-refundable fee** of **\$3** per occurrence to compensate efforts in locating the proper Vendor to which A.C.T. passes through funds received by A.C.T. but not invoiced by A.C.T..

Exhibit B

The Auto Glass Claims Team, Inc. follows the standards for the repair of laminated auto glass established by the American National Standards Institute in conjunction with the auto glass industry. A.C.T. reserves the right to require members to submit digital pictures clearly depicting damage on a case by case basis.

(See http://rolags.com/pdf/FinalANSI+NGA+R1_1-2007_by_ANSI.pdf)

Billable repairs must meet the established guidelines found at the above URL. Specifically, surface pits due to normal wear and tear and less than 1/8" in diameter are not considered billable repairs.

**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____

A.C.T. Participation Form

MAKE COPIES OF THIS PAGE AND COMPLETE ONE FOR EACH LOCATION

COMPANY NAME _____

MAKE PAYMENTS

TO: _____
(IF DIFFERENT FROM COMPANY NAME ABOVE)

CONTACT NAME _____

ADDRESS _____ (Not P.O. Box)

CITY _____ STATE _____ ZIP _____

COUNTY _____ STATE SALES TAX _____% COUNTY TAX _____%

LOCAL TAX _____% DO YOU CHARGE SALES TAX ON LABOR? YES ___ NO ___

MAIN PHONE # _____ / _____ - _____ FAX # _____ / _____ - _____

CLAIMS PHONE # _____ / _____ - _____ (the # where the repair is being performed)

ALTERNATE PHONE # _____ / _____ - _____ HOME # _____ / _____ - _____

EMAIL ADDRESS _____ @ _____

WEBSITE ADDRESS _____

FEDERAL TAX ID # _____ - _____ OR SS# _____ - _____

Technicians: (Please complete at least line one.)

- | | | |
|---------------------|-----------------|----------------------------|
| 1. First Name _____ | Last Name _____ | Last 4 digits of SS# _____ |
| 2. First Name _____ | Last Name _____ | Last 4 digits of SS# _____ |
| 3. First Name _____ | Last Name _____ | Last 4 digits of SS# _____ |
| 4. First Name _____ | Last Name _____ | Last 4 digits of SS# _____ |
| 5. First Name _____ | Last Name _____ | Last 4 digits of SS# _____ |

DAYS & HOURS OF OPERATION: WEEKDAYS _____ A.M. TO _____ P.M.
SATURDAY _____ A.M. TO _____ P.M. SUNDAY _____ A.M. TO _____ P.M.

RADIUS OF COVERAGE FROM ABOVE ADDRESS: _____ MILES.

DOES YOUR COMPANY ALSO REPLACE GLASS? YES ___ NO ___

IF THE CLAIM IS DENIED, IS IT OKAY FOR A.C.T. TO BILL YOUR CUSTOMER? YES ___ NO ___

PLEASE SUBMIT EVIDENCE OF LIABILITY INSURANCE OR HAVE YOUR AGENT
FAX US A CERTIFICATE OF GENERAL LIABILITY COVERAGE (888.458.2098).

THIS FORM MUST BE COMPLETED AND RETURNED TO A.C.T. ALONG WITH YOUR \$25 SIGNUP FEE BEFORE PAYMENTS CAN BE SENT TO YOU. Contact us for fee payment options. 888-228-9108.

SUBMIT FORMS TO:

A.C.T., 4295 N HOLLY RD, OLNEY, IL 62450, OR FAX TO: 888.458.2098, OR EMAIL to : claims@actclaims.com



AUTOGLASS CLAIMS TEAM, INC.

TAX ID # 37-1400631

Phone: 618-393-4224 Fax: 618-392-3202

**AGREEMENT FOR CHECK-O-MATIC METHOD
(NOT TRANSFERABLE OR NEGOTIABLE)**

Company Name _____ Company Phone Number (____) _____

I (We) hereby authorize (a) **AUTOGLASS CLAIMS TEAM, INC.** to initiate credit and, if necessary, debit entries and adjustments to my (our) account indicated below to pay the valid credits and fees due on repair/replacement claim transactions and (b) authorize the Financial Institution named below (INSTITUTION) to credit or debit my (our): (Select one) _____ Checking account _____ Savings account listed below accordingly.

BANK NAME _____ Phone: _____

ADDRESS _____ Fax: _____

CITY _____ STATE _____ ZIP _____

DEPOSITOR'S NAME _____ TAX I.D.# _____

TRANSIT/ABA (ROUTING) # _____

DEPOSITOR'S ACCOUNT # _____

I (We) acknowledge that the authority will remain in effect until I have (or either of us) cancel it in writing and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law. In addition, I (we) have read, fully understand and agree to the following:

- This agreement is in effect whenever I (we) or one of my (our) representatives calls **AUTOGLASS CLAIMS TEAM, INC.** for assistance in processing a claim.
- **AUTOGLASS CLAIMS TEAM, INC.** may increase fees or change the billing cycle only after notifying me (us) in writing or posting at www.actclaims.com at least 30 days prior to the change.
- This authorization is to remain in full force and effect until **AUTOGLASS CLAIMS TEAM, INC.** has received written notification from me (or either of us) of its termination in such time, and in such manner as to afford **AUTOGLASS CLAIMS TEAM, INC.** and INSTITUTION a reasonable opportunity to act on it.
- **AUTOGLASS CLAIMS TEAM, INC.** will not be held responsible for INSTITUTION fees of any nature.
- I (We) also understand if this agreement is terminated for any reason, or if my (our) account has insufficient funds, all fees due will become immediately payable to:

AUTOGLASS CLAIMS TEAM, INC. 4295 N Holly Rd, Olney, IL. 62450

DATE ____ / ____ /20 ____

DEPOSITOR Signature X _____

Other DEPOSITOR Signature if necessary X _____

(Attach Voided Check Below)

REGARDING MOBILE REPAIRS

If your shop intends to perform mobile repairs, please complete the following too:

- **Shop Name** _____

A.C.T. Shop # _____

Do you perform **mobile** repairs **ONLY**? _____

Distance (1 way) you are willing to travel for mobile repair:
_____ miles

For the vehicle used for performing the mobile repairs, please provide additional information:

Year, make and model _____

VIN # _____

License plate # _____

State issuing license plate _____

Technician's first and last name _____

Last 4 digits of technician's Social Security # _____

Last 4 digits of technician's driver's license # _____

State issuing technician's driver's license _____

Please complete promptly and mail or FAX to:

A.C.T./Autoglass Claims Team, INC.
4295 North Holly Road
P. O. Box 760
Olney, IL 62450
Telephone: (888) 228-9108
FAX: (888) 458-2098

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] []	- [] [] [] [] - [] [] [] []
or	
Employer identification number	
[] [] [] []	- [] [] [] [] [] [] [] [] [] []

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.