

LYNX Collision Repair Network

Web Registration Confirmation # _____

Terms of Agreement

The following sets forth the terms of agreement between LYNX Services, L.L.C. ("LYNX") 6351 Bayshore Road, Suite 18, Ft. Myers, FL and _____

[Participant Repair Facility name and address]

_____ ("Participant Repair Facility").

A. Referral Authorization and Non-Exclusivity

1. LYNX will honor Customer choice when making referrals; otherwise, LYNX will have no obligation to refer Customers to any particular Participant Repair Facility. In general, the basis for making referrals will include but is not necessarily limited to factors related to various performance metrics and will be at the sole discretion of LYNX and/or LYNX's insurance customers.

2. Participant Repair Facility acknowledges that participation in a LYNX Collision Repair Network is non-exclusive. LYNX may have similar agreements with other repair facilities in the same geographic area, and will provide Customers with a choice of more than one Participant Repair Facility in any geographic area.

B. Regulatory Compliance

1. Participant Repair Facility agrees to comply with all federal and state local rules, regulations, and statutes applicable to the Participant Repair Facility and its business, and to the LYNX Collision Repair Network ("Applicable Laws"). In some states, regulatory agencies have established specific procedures for handling auto physical damage claims. If any provision of this Agreement is in conflict with the Applicable Laws and deemed unlawful or unenforceable, it shall not affect the validity or enforceability of the remaining provisions.

2. Participant Repair Facility agrees to comply with all safety and environmental standards when handling or disposing of toxic and hazardous materials.

3. Participant Repair Facility agrees to take appropriate steps to prevent illegal or fraudulent business practices.

4. Participant Repair Facility agrees to comply with all Vehicle Anti-Theft Regulations to deter auto theft and the use of stolen vehicle parts.

5. Participant Repair Facility agrees to comply with Applicable Laws regarding disclosure of Consumer records and information.

C. Insurance Coverage

1. Participant Repair Facility shall carry Worker's Compensation Insurance to statutory limits in any state where it has employees.

2. Participant Repair Facility shall carry Employer's Liability Insurance (minimum \$100,000 bodily injury by accident or disease).

3. Participant Repair Facility shall carry Commercial General Liability Insurance, including Contractual Liability and Products/Completed Operations Coverage with the limits of not less than \$1,000,000 each occurrence/combined single limit for property damage, bodily injury, and personal injury liability.

4. Participant Repair Facility shall carry insurance for Vehicle Liability and insurance for damages to Customers' vehicles while in the care, custody and control of the Participant Repair Facility. The exact limit of such coverage shall be at the sole discretion and control of the Participant Repair Facility, subject to Applicable Laws.

5. Participant Repair Facility shall, at all times, name LYNX Services as an additional insured on its Commercial General Liability Insurance policy and agrees to provide a copy of its Certificate of Insurance as proof of required coverage.

D. Taxes

1. Participant Repair Facility will determine and include on the final estimate for repair work performed, as appropriate, all governmental taxes or charges of any kind or type whatever that are imposed upon its services or sale of products to Customer at Participant Repair Facility's place of business. Taxes properly included on final estimates will be reimbursed with claim payments.

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2. Participant Repair Facility agrees to remit all such taxes or charges to the appropriate governmental entity as and when due, and will release, indemnify and defend LYNX from liability for any claims arising from Participant Repair Facility's failure to fully comply with this section.

E. Term

This Agreement has a one-year term from the date of signing by both parties. This Agreement will automatically renew annually unless terminated by either party as provided for in this Agreement.

F. Termination

1. Participant Repair Facility may terminate this Agreement by providing 30-day advance written notice to LYNX.
2. LYNX may terminate this Agreement by written notice subject but not limited to one of the following events occurring:
 - a. Participant Repair Facility engages in fraudulent business practices.
 - b. Any substantial owner or principal manager of Participant Repair Facility is convicted of a felony or engages in activities that would be chargeable as a felony under Applicable Laws.
 - c. Participant Repair Facility becomes insolvent, assigns or attempts to assign its business assets for the benefit of creditors, institutes or has instituted against it proceedings of bankruptcy, or dissolves or liquidates the business.
 - d. There is a material breach of the Agreement by the Participant Repair Facility or if conduct by Participant Repair Facility or any of its employees, agents or representatives is inconsistent with the standards expected by LYNX.
 - e. The Participant Repair Facility refuses to submit to a background check or does not pass the background check.
 - f. The Participant Repair Facility is no longer in existence.

G. Entire Agreement

1. This Agreement is composed of the following documents, all of which are incorporated by reference and are made a part of this Agreement:
 - a. LYNX Collision Repair Network - Terms of Agreement
 - b. LYNX Collision Repair Network - General Requirements & Procedures
 - c. LYNX Collision Repair Network - Repair Facility Information
 - d. LYNX Collision Repair Network - Repair Cost Quotation
2. LYNX may, at any time, make changes to items a and b in Section G.1 above and will provide written notice of these changes to Participant Repair Facility. These changes will become part of this Agreement, and Participant Repair Facility agrees to accept these changes unless the Participant Repair Facility provides written objection of the change and notice of termination to LYNX at the address listed above within 10 days after being notified of the changes.
3. This Agreement constitutes the complete Agreement between LYNX and the Participant Repair Facility.

H. Program Participation

As a participant in the LYNX Collision Repair Network, you will have the opportunity to receive referral assignments for both:

- LYNXSelect® Managed Repair Program
- LYNXAdvantage™ Repair Referral Program

I. Independent Contractor

Participant Repair Facility is an independent contractor for all purposes of this Agreement and shall not be deemed an employee, partner, agent or joint venture of or with LYNX. Participant Repair Facility acknowledges that LYNX shall have no obligation to Participant Repair Facility other than as specifically provided for in this Agreement, nor any liability to third parties for the debts or other business expenses incurred by the Participant Repair Facility in the course of its business activities.

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J. Interpretation of Agreement

This Agreement shall be governed by and interpreted under the laws of the state in which the Participant Repair Facility resides, as shown in the Repair Facility Information document.

If this Agreement is acceptable, please sign and date the Agreement and return it to LYNX. The Agreement will be effective upon the date it is signed by both parties. An executed copy will be sent or delivered to Participant Repair Facility.

_____	LYNX Services, L.L.C.
<i>[Participant Repair Facility Name]</i>	
_____	_____
<i>[Participant Repair Facility Street Address]</i>	<i>[LYNX authorized representative signature]</i>
_____	_____
<i>[Participant Repair Facility City, State, Zip]</i>	<i>[Title]</i>
_____	_____
<i>[Participant Repair Facility authorized representative signature]</i>	<i>[Date]</i>

<i>[Title]</i>	

<i>[Date]</i>	