

**AGREEMENT FOR  
INTERNET ONLINE PAPERLESS TITLE SYSTEM**

This Agreement ("Agreement") is made by and among

\_\_\_\_\_

(Print Dealership Name)

(hereinafter referred to as "Dealer"); Pennsylvania Automotive Association Services, Inc., (hereinafter referred to as "PAAS, Inc."); FDI Collateral Management, Inc., (hereinafter referred to as "FDI"); and the Pennsylvania Manufactured Housing Association (hereinafter referred to as "PMHA")

This Agreement is effective as of \_\_\_\_\_ ("Effective Date").

WHEREAS, Dealer desires to implement an online electronic lien and title retrieving process ("Process") for retrieving lien information in connection with manufactured housing loans; and

WHEREAS, PAAS, Inc. and PMHA develops relationships with third party service providers to provide certain services that it does not itself, alone offer; and

WHEREAS, PAAS, Inc. and PMHA has entered a relationship with each other and FDI for the provisions of an "Online Paperless Title System" to Dealers; and

WHEREAS, the Online Paperless Title System is defined as an electronic transfer, search and storage program for title records on the internet and similar media and shall be referred to herein as the "Services."

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**I. Duties of FDI**

1. FDI, using PMHA as its designees for sales and marketing, will provide Dealer the software, internet links and related connectivity or media to enable Dealer to access and utilize the Services defined in this Agreement.
2. FDI will provide Dealer customer support through FDI's Help Desk which is available through a toll-free number listed in Exhibit A, attached hereto and made a part hereof. FDI will also provide customer support through electronic media listed in Exhibit A.
3. FDI will provide Dealer with on-line access to title and title administration follow-up information via FDI's virtual private network, also known as and referred to herein as the Collateral Management System.
4. FDI will provide PMHA access to the Collateral Management System demonstration site for use in training Dealer. Subsequent training may be provided by FDI and/or PMHA at Dealer's request on a fee basis. FDI will provide online training, without charge, to Dealer for any upgrades, patches and new versions of the Collateral Management System.
5. FDI will provide PMHA sales executives with user manuals related to the Collateral Management System.

6. FDI will provide Dealer with the data required to research any unmatched titles or FDI may be utilized to resolve exceptions.

## **II. Duties of PMHA**

1. PMHA provides sales, marketing, training and administrative support to Dealer and FDI in connection with the Services.
2. PMHA will assist Dealer in determining what hardware or software is necessary to interface or utilize FDI's Collateral Management System and any related system or processes to enable Dealer to access the Services.
3. PMHA will assist Dealer in accessing the appropriate Internet links or channels with the aim or obtaining reports and manipulating data in conjunction with the Collateral Management System.
4. PMHA will assist Dealer in setting up its release file and providing lien release data to FDI via the Internet.
5. PMHA will provide Dealer with the initial training on the use of the Collateral Management System, as described in Article I, at the onset of the program. PMHA or FDI may provide Dealer with the subsequent training described in Article I.
6. PMHA will provide Dealer with the training materials and user's manuals related to the Services and the Collateral Management System.

## **III. Duties of PAAS, Inc.**

1. PAAS, Inc. will invoice the Dealer, on a monthly basis, for all titles processed through FDI according to the costs and prices indicated on Exhibit A.

## **IV. Duties of Dealer**

1. Dealer will acquire the hardware and software necessary to process information transactions. This equipment may already be available in the Dealer's office.
2. Dealer will provide loan data to FDI in a format mutually agreeable to Dealer and FDI.
3. Dealer will provide lien release data to FDI in a format mutually agreeable to Dealer and FDI.
4. Dealer shall resolve mismatches between lienholder records and records of the appropriate state Department of Transportation or titling authority.

## **V. Representations and Warranties**

1. FDI represents and warrants:
  - a) The Services will be provided in a manner consistent with the intended purpose of providing Dealer with the receipt of loan information, receipt of title via the Collateral Management

System, receipt of information related to matching title and loan information by vehicle identification number ("VIN") and the identification of title and account discrepancies.

- b) The Services and any related processes are, and will remain throughout the term of this Agreement, in compliance with all federal and state laws and regulations.
- c) The Services and any related data exchange between Dealer and FDI's software and processes will be done with the aim of retrieving lien and title information for Dealer's use in connection with its manufactured housing loans.

2. PMHA represents and warrants:

- a) PMHA is duly authorized by FDI to demonstrate and sell FDI's software and services.
- b) PMHA has obtained the necessary training on FDI's software and services to deliver the training services described in this Agreement.

3. Dealer represents and warrants:

- a) Dealer, to the best of its knowledge and belief, is in compliance with, and will remain throughout the term of this Agreement, all federal state laws and regulations.

#### **VI. Costs**

Costs for the implementation of the Process and the provision of Services, including the prices per title/records are outlined in Exhibit A to this Agreement. After the Initial Term (as defined below) PAAS, Inc. has the right to change the prices/fees outlined in Exhibit A after providing sixty (60) days written notice to Dealer. Dealer understands and agrees that the prices and costs set out in Exhibit A are special, discounted prices, available only to members of the Pennsylvania Manufactured Housing Association. In the event that Dealer discontinues its membership in the Pennsylvania Manufactured Housing Association, the costs and prices listed in Exhibit A may change.

#### **VII. Term and Termination**

- 1. The "Initial Term" of this Agreement will be one (1) year from the Effective Date of this Agreement. Upon expiration of the initial term, this Agreement will be renewed automatically for successive one (1) – year periods (the "Renewal Terms"). Any party may terminate this Agreement with or without cause at any time after the Initial Term by delivery of thirty (30) days written notice to the other parties.
- 2. Any party may terminate this Agreement upon notice to another party in the event of a breach by another party which is not cured within thirty (30) days from the date of notice.

#### **VIII. Warranty Disclaimer**

Except for those warranties expressly stated in Article V of this Agreement, FDI, PAAS, Inc. nor PMHA make no other warranties, express or implied, including the implied warranties of merchantability or fitness for a particular purpose, with respect to the Services, the Collateral Management System or any other service to be performed hereunder.

**IX Miscellaneous**

1. **Notice.** All notices, requests, consents or other communications required or permitted hereunder shall be addressed to the parties at the address set forth below in writing and shall be deemed to have been given if (i) personally delivered, upon delivery; (ii) mailed by first class, registered or certified mail, postage prepaid, three (3) business days after deposit into the United States mail; (iii) sent next day delivery by reputable overnight private delivery service generally used for business purpose, the next business day; or (iv) via facsimilie, upon receipt of a facsimilie transmittal sheet confirming delivery as follows:

PAAS, Inc.: PAAS, Inc.  
PO Box 2955  
Harrisburg PA 17105

FDI: FDI Collateral Management, Inc.  
9750 Goethe Road  
Sacramento CA 95827

PMHA: PMHA  
PO Box 248  
New Cumberland, PA 17070

Attention:  
Allison Mitchell

Attention:  
Marc Ehlman

Attention:  
Mary Gaiski

Dealer: \_\_\_\_\_

2. **Governing Law and Venue.** This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions and proper venue for the resolution of all disputes arising hereunder shall be Harrisburg, Pennsylvania.
3. **Severability.** Should any term of this Agreement be determined by a court of competent authority to be unenforceable, the remaining terms and conditions shall remain in force and effect until the agreement is terminated according to its terms.
4. **Assignment.** Neither the duties of Dealer, FDI, PAAS, Inc. nor PMHA may be assigned to any other person or entity without the prior written consent of the other parties to this Agreement. Notwithstanding the foregoing, Dealer acknowledges that FDI will perform all duties related to the provision and operation of the Services. PAAS, Inc.'s and PMHA's duties are limited to those expressly indicated in this Agreement.
5. **Indemnification.** Each party hereby agrees to indemnify, defend and hold the others harmless from any and all claims, liabilities, actions, expenses, excluding attorneys fees and court costs, and demands asserted or arising out of such party's acts and omissions in connection with the Processes and performance of the Services.
6. **Authority.** The execution and delivery of this Agreement and the execution and delivery of all other instruments, documents and agreements to be delivered by PAAS, Inc. and PMHA pursuant to the provisions of this Agreement, if any, have been duly and validly authorized by Dealer, PAAS, Inc., PMHA and FDI. This Agreement and such other instruments, documents and agreements will be legal, valid and binding upon Dealer, PAAS, Inc., PMHA and FDI in accordance with their terms.
7. **Compliance.** Each party has complied and is in compliance, in all material respects, with all federal, state, municipal and other statutes, rules, ordinances, and regulations applicable to it, its operation and performance under this Agreement.
8. **Survival.** Sections 1, 2, 5, 8 and 9 of this Article IX shall survive the termination of this Agreement.
9. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Waiver. Any waiver by any party of any breach of any term or condition of this Agreement shall not be deemed a waiver of any other breach of such term or condition, nor shall the failure of any party to enforce such provision constitute a waiver of such provision or of any other provision, nor shall such action be deemed a waiver or release of any other party for any claims arising out of or connected with this Agreement.
11. Amendment. This Agreement may only be modified by a written agreement executed by the party or parties against whom it is to be enforced.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the Effective Date written above.

DEALER

PAAS, Inc.

By: \_\_\_\_\_

By: *Allison L. Mitchell*

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

Title: Director, Educational Services

Contact Name: \_\_\_\_\_

Contact Name: Allison Mitchell

Telephone Number: \_\_\_\_\_

Telephone Number: 717-255-8311 ext. 3361

Email address: \_\_\_\_\_

Email address: amitchell@paa.org

IT Contact: \_\_\_\_\_

FDI COLLATERAL MANAGEMENT, INC.

PMHA

By:

*James C. Pierce*

By:

*Mary T. Gaiski*

Title: Sr. VP Sales & Marketing

Title: Executive Vice-President

Contact Name: James C. Pierce

Contact Name: Mary T. Gaiski

Telephone Number: 916-854-5469

Telephone Number: 717-774-3440

Email Address: [jpierce@fdielt.com](mailto:jpierce@fdielt.com)

Email Address: [mary@pmha.org](mailto:mary@pmha.org)

## Exhibit A

### Fees

Service Description	Price	Basis
Monthly Minimum	None	
Titles/Records Received	\$4.00 Member \$6.00 Non-Member	Per Record
Training	None	As Needed

**NOTE:** Dealerships who process a large volume of liens (50-75 per month) may opt for FDI to develop a standard new loan file, which streamlines processing and transmission. This software set up has an additional one-time fee of \$250.

**FDI Help Desk Phone Number (Client Support) – 800-594-1470**

**FDI Primary Contact: Marc Ehlman - 800-594-1470 ext. 5451 or mehlman@fdielt.com**

**PAA Primary Contact: Allison Mitchell – 800-242-3745 ext. 3361 or amitchell@paa.org**

**PMHA Primary Contact: Mary Gaiski – 888-242-7642**