



Administrator:
National Motor Club – RV, Inc.
130 E John Carpenter Freeway
Irving, TX 75062
888-675-6573

Road Hazard Protection Agreement

This Agreement contains specific benefits, definitions and limitations, which you should read. If you do not fully understand any portion of this Agreement, contact the Administrator. **This is not an insurance contract.**

THIS FORM MUST BE TYPED OR LEGIBLY PRINTED

| | |
|----------------|---------------------------|
| Dealer Name | Holder |
| Address | Address |
| City State Zip | City State Zip |
| Phone | Phone (Daytime) (Evening) |
| Email | Email |

Description Of Covered Vehicle

| | | | | |
|------|------|-------|------------------|------------------|
| Year | Make | Model | VIN Or ID Number | Current Odometer |
|------|------|-------|------------------|------------------|

Contract Coverage & Pricing

| | Coverage Term In Years | Price |
|----------------------|------------------------|-------|
| Recreational Vehicle | | \$ |

This contract is between the Holder ("You") and **National Motor Club – RV, Inc.** ("Provider" or "Administrator"). It provides for the repair or replacement of the listed vehicle's tires which, during the term of this agreement, become unserviceable because of a puncture caused by a road hazard. A road hazard is a condition on a public roadway which should not exist there, such as potholes, nails, glass, etc. Eligible vehicles include current model year plus fifteen years prior. This contract is not valid until Provider has received full payment for the contract, and issued you a Road Hazard Protection Contract number.

The term of this agreement is continuous from the date of this contract for a period of:

(1-7) One to Seven years for recreational vehicles as noted above; or until 2/32" tire depth remains on an individual tire, whichever comes first. Replaced tires are also covered.

Coverage and Limitation of Liability

Flat Tires: Provider will pay for the charges incurred to repair a flat tire caused by a road hazard while operating the vehicle legally on public streets with no limit on cost up to a maximum of 5(five) events per year.

Tire Replacement: Provider will pay for the costs incurred to replace a tire, if a tire covered by this agreement becomes irreparable due to a road hazard such as cut, snag, bruise, impact (not collision), tear or puncture, no limit on cost up to a maximum of 2 (two) tire replacements per year of the contract. This coverage is valid through the tread life of the tire (down to 2/32") and will be replaced with a tire of like kind, quality and cost to the original tire. Tire inspection may be required to validate claim approval.

Wheels (Rims): Provider will pay for the repair or replacement of wheels rendered unserviceable due to the road hazard failure of a tire covered under this warranty. Wheel inspection may be required for claim approval. Wheel repair or replacement up to a maximum of \$300 per event, and a maximum of 2 (two) events per year.

Mounting and Balancing: Provider will pay for the cost of mounting, balancing and valve stems for any tire replaced under this agreement.

Taxes: Provider will pay for the cost of local and state taxes, as directed by state agencies.

Road Service: Provider will pay for the cost of road service when directly related to the repair or the replacement of a covered tire.

YOU MUST SIGN THIS FORM.

I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND BOTH PAGES OF THIS ROAD HAZARD PROTECTION AGREEMENT.

Customer Signature

Date

Dealer Representative Signature

Date

Agreement Holder Responsibilities

You must maintain proper air pressure in all covered tires. Tires should be checked monthly for proper pressure, signs of dry rot, improper wear, and tread depth less than 2/32". Any conditions that cannot be corrected demands replacement for the safety of the vehicles occupants. Replaced tires are covered for the time remaining on the warranty.

What Is Not Covered

This agreement does not apply to:

- (a.)Vogue tires, Vogue wheels, racing tires or any tires or wheels not recommended by the vehicle manufacturer whether oversized or undersized;
- (b.)Tire or wheel failure outside the United States, Canada or Mexico;
- (c.)Destruction of a tire in either the side-wall or tread area due to dry rot, tire tread or belt separation;
- (d.)Replacement of tires due to normal wear, wear by misalignment, balance or suspension problems;
- (e.)Rim leaks, manufacturer defects, vandalism, fire, upset collision, theft, or misuse occasioned by driving on tire(s) when flat;
- (f.)Tires mounted on a vehicle other than the covered unit.
- (g.)Failure occurring from operating on any surface other than paved federal, state, county, city or municipal roads or highways;
- (h.)Tires or wheels transferred from vehicle on which they were originally installed;
- (i.)Tires on vehicles used for livery, commercial use, off-road use or construction site use;
- (j.)Space saver spare tires, recapped tires, factory second type tires;
- (k.)Any damage caused by an act of God or war;
- (l.)Any consequential damage whatsoever, including loss, damage or injury to persons, property or any vehicle resulting from the failure of any of the tires on the vehicle described herein;
- (m.) Any tire or wheel that can no longer be purchased at a reasonable price or value nor any discontinued or out of production tires or wheels;

Terms and Conditions

1. The benefits and services are described in full within this contract. Please read this contract to become familiar with the benefits and services.
In the event there is any inconsistency between the languages of this contract and the information provided by an employee, representative, independent contractor, sales brochure, or www.Coach-Net.com, the language in this contract shall govern. To ensure that our representatives are providing quality service, members/holders are deemed to consent to monitoring of inbound and outbound calls.
2. By accepting this contract, you agree to abide by all terms and provisions. You must carefully follow the instructions provided in order to access the services and discounts available.
3. Whenever we refer to "you" and "your" throughout this contract, we refer to the Holder. Whenever we refer to "we," "us," or "NMC" we refer to National Motor Club – RV, Inc., a Nevada corporation.
4. Emergency road service is provided on site by contracted service providers. The authorized service providers who are contracted to provide emergency road service and RV service facilities that may perform repairs are independent contractors and not agents or employees of NMC. NMC can assume no liability for any damage to the vehicle (including personal items left in the vehicle) or property resulting from the rendering of services. Any claims must be filed against the service facility.
5. Benefits are available in the United States and Canada. Services while traveling in Mexico are limited to a reimbursement of up to \$500 per occurrence, subject to prior approval by NMC in each instance. Call NMC claims service toll-free number at 888-675-6573. Dispatch services are not available in Mexico.
6. You may cancel your contract at any time upon written notification to us. Residents in MS, MT, NV, OK, and WY, upon written cancellation, will receive a pro-rated refund without any deductions. We may cancel your contract at any time on, but not limited to, the following grounds: your failure to pay; material misrepresentation; or substantial breaches of your contractual duties, conditions or warranties. In states other than Utah and Wisconsin, excessive use* of benefits or services may result in cancellation or non-renewal of your contract. We will not cancel your contract without prior written notice. In Utah, cancellation for failure to pay or in the first 60 days shall be effective ten days after delivery or first class mailing of a written notice to the holder. For all other reasons, cancellation is effective 30 days after the delivery of first-class mailing of a written notice to the holder. First-class mailing means that delivery is assumed to occur three days after the notice is mailed. In Wisconsin, a notice of cancellation or nonrenewal shall state with reasonable precision the facts on which the decision to cancel or non-renew is based. If a notice of cancellation or non-renewal does not state with reasonable precision the facts on which our decision is based, you have the legal right to make a written inquiry regarding the reason for the cancellation or non-renewal. We shall send by first-class mail or deliver that information within ten working days after receipt of a written request by the holder.
7. Your benefits will end on the date your contract expires according to NMC's records. Such termination will not affect your right to payment for any loss that took place or began before the date of termination.
8. Your contract is effective on the date your dealer registers your RV with NMC or when your check or monies are received by the corporate headquarters of NMC, whichever is applicable.
9. You will not be required to pay NMC any sum in addition to the amount specified in the contract for any services specified in the plan.

Additional Legal Disclosures

Arbitration

All disputes, claims and controversies between current or former Members/Holders and NMC shall be settled totally and finally by arbitration in Dallas, Texas, or such other location as NMC prescribes, and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

There shall be one arbitrator who shall be an attorney who shall have expertise in business law transactions, and preferably an attorney knowledgeable in the direct selling industry. NMC shall select the arbitrator at its sole discretion from the panel which the American Arbitration Association provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. If a Member/Holder files a claim or counterclaim against NMC, a Member/Holder shall do so on an individual basis and not with any other Member/Holder or as part of a class action. The arbitrator shall have the right in his or her discretion to authorize the obtaining of discovery, including the taking of depositions of witnesses for the purpose of discovery. The presentations of parties in the arbitration proceeding shall be commenced and completed within sixty (60) days after the selection of the arbitrator and the arbitrator shall render his or her decision in writing within thirty (30) days after the completion of such presentations. The decision of the arbitrator shall be final and binding on the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction.* At the request of any party, the arbitrator shall make and provide to the parties written findings of fact and conclusions of law. This agreement to arbitrate shall survive any termination or expiration of the Membership/Contract.

Nothing in this provision shall prevent NMC from terminating a Membership/Contract or from applying to and obtaining from any court having jurisdiction injunctive or emergency relief prior to the filing of or during or following any arbitration proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding. The adoption and/or modification of this arbitration provision shall not apply retroactively to any dispute which arose or which NMC had notice of before the date of the adoption or modification.

*Residents of MD, MS, and WY are excluded from this provision. In AR, arbitration procedures shall be voluntary and non-binding.

Wisconsin Residents Only

Under Wisconsin law, your Membership contract is considered an insurance policy. Further, after the first 60 days and prior to the expiration of the agreed term (or one year from the effective date of Membership/Contract, whichever occurs first) your Membership/Contract may not be cancelled by NMC except: 1) for failure to pay the Membership fee; 2) in the event of material misrepresentation by you; 3) in the event of a substantial change in the risk assumed reasonably unforeseen by NMC; or 4) for a breach of contractual duties, conditions, or warranties by you. No cancellation will become effective until at least 10 days after the first-class mailing or delivery of a written notice to you.

Additionally, you have the right, subject to the cancellation provisions above, to have your Membership/Contract renewed on terms no less favorable than those offered to other similar Members/Holders by NMC, unless at least 60 days prior to the date of expiration of Membership/Contract, you are provided with a notice of NMC's intention not to renew the Membership/Contract beyond the agreed expiration date. A notice of cancellation or nonrenewal shall state with reasonable precision the facts on which the decision to cancel or non-renew is based.

Problems with Insurance? Be advised, if you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem. Wisconsin residents can also contact the Office of the Commissioner of Insurance, a state agency that enforces Wisconsin's insurance laws, and file a complaint. You can contact the Office of the Commissioner of Insurance by writing to: Office of the Commissioner of Insurance, Complaints Department, P.O. Box 7873, Madison, WI 53707-7873, or you can call 1-800-236-8517 outside of Madison or 1-608-266-0103 in Madison, and request a complaint form.