



PRE-PAID LEGAL SERVICES CONTRACT

VEHICLE

Vehicle Purchase Date
Year, Make, Model
VIN, Registration Code
Odometer Mileage

PURCHASER

Purchaser
Address
City, State, Zip Code
Email
Home Phone Cell Work

SELLING STORE

Store Name, Store Number (if any)
Address
City, State, Zip Code
Phone
Store Representative

LIENHOLDER/LESSOR

Name
Address
City, State, Zip Code
Phone

AGREEMENT INFORMATION

Agreement Term Agreement Purchase Date	Agreement Selling Price
---	-------------------------

NOTICE TO PURCHASER

- If no Agreement Term is listed above, the Vehicle will be enrolled for the Maximum Term. Coverage under this Agreement begins on the Agreement Purchase Date and expires at the end of the Agreement Term listed above.
- The purchase of this Agreement is not a requirement for the purchase, lease or financing of a vehicle.
- This Agreement is not an insurance contract. This is not an automobile liability or physical insurance policy. This is a service contract.

Purchaser Signature

See important terms and conditions on the following pages.

The Administrator/Obligor of Pre-Paid Legal Services is **Lemon Proof LLC**/325 N. St. Paul Street, Ste. 3100/Dallas, TX 75201/1-800-245-0980. For Assistance Call 1-800-245-0980. Or email claims@lemonproofllc.com.

THIS IS THE REGISTRATION PAGE. THE SELLING STORE MUST SUBMIT THIS PAGE ELECTRONICALLY TO LEMON PROOF LLC BY EMAILING sales@lemonproofllc.com WITHIN THREE (3) DAYS OF THE AGREEMENT PURCHASE DATE.



PRE-PAID LEGAL SERVICES CONTRACT

1. INTRODUCTION AND PARTIES

The service contract obligations arising out of the Lemon Proof LLC Pre-Paid Legal Services Contract (“Agreement”) are between the Purchaser (referred to herein as “Purchaser,” “You”, or “Your”) and the Administrator/Obligor: Lemon Proof LLC, 325 N. St. Paul Street, Ste 3100, Dallas, TX 75201 (referred to herein as “Administrator,” “Obligor,” “Provider,” “We,” “Us,” or “Our”). For administration and claims assistance, You may contact Us at the above address, or please call 1-800-245-0980 or email Us at claims@lemonproofllc.com.

2. DEFINITIONS

- A. “**Administrator,**” “**Obligor,**” “**Provider,**” “**We,**” “**Us,**” or “**Our**” means Lemon Proof LLC, 325 N. St. Paul Street, Ste 3100, Dallas, TX 75201.
- B. “**Agreement**” means this Pre-Paid Legal Services Contract which is entered into between You and Us.
- C. “**Agreement Purchase Date**” means the date on which You purchased this Agreement for the Vehicle on the Registration Page.
- D. “**Certified Pre-Owned Vehicle**” means a licensed dealer certified pre-owned vehicle with an existing full manufacturer’s warranty and less than 10,000 miles on the odometer.
- E. “**Odometer Mileage**” means the actual odometer mileage on the Vehicle accurately documented on the Registration Page.
- F. “**Lemon**” means a Vehicle with repeated, unfixable problems that qualifies as a lemon under either the Texas lemon law or the Magnuson-Moss Warranty Act. To qualify as a Lemon, the Vehicle must have a Substantial Defect both covered by the warranty and not repairable after a Reasonable Number of Attempts. Additionally, if the Vehicle is in the service/repair department of a licensed certified manufacturer’s dealer for thirty (30) days or more due to a Substantial Defect, it qualifies as a Lemon.
- G. “**Maximum Term**” means forty-eight (48) months from the Agreement Purchase Date or 50,000 actual total miles on the Vehicle odometer, whichever occurs sooner.
- H. “**New Vehicle**” means a new Vehicle (never previously titled to another owner) with an existing full manufacturer’s warranty and less than 10,000 miles on the odometer when purchased.
- I. “**Purchaser,**” “**You**” or “**Your**” means the Purchaser shown on the Registration Page.
- J. “**Reasonable Number of Attempts**” means a licensed certified manufacturer’s dealer authorized to sell and service the manufacturer’s new vehicles must fail to repair the Substantial Defect after three (3) separate independent repair visits made for the expressed purpose of fixing the Substantial Defect.
- K. “**Registration Page**” means the first page of this Agreement.
- L. “**Selling Store**” means the vehicle dealership independent sales representative described on the Registration Page that sold/leased the Vehicle and sold this Agreement to the Purchaser. Selling Store can also include valid nondealer independent sales representatives that sold this Agreement to the Purchaser through the website www.lemonproofllc.com.
- M. “**Substantial Defect**” means a serious problem that adversely affects the car’s operation, value or safety, such as, but not limited to, faulty brakes, defective engine, defective transmission or defective steering.
- N. “**TTLA**” means Texas Trial Lawyers Association.
- O. “**Vehicle**” means the vehicle that is described on the Registration Page.

3. GENERAL TERMS OF AGREEMENT

- A. **Time of Purchase or Lease of Vehicle:** The Pre-Paid Legal Services Contract is only valid if purchased within thirty (30) days of the time of purchase or lease of the Vehicle listed on this Registration Page and before any service or repair attempts on the Vehicle for a Substantial Defect.
- B. **Term:** Coverage under this Agreement begins on the Agreement Purchase Date and expires at the end of the Agreement Term listed on the Registration Page but in no event is greater than the Maximum Term.
- C. **Deductible:** There is no deductible associated with this Agreement.
- D. **Payment Terms:** The Agreement Selling Price is due and payable at the time of purchase of the Agreement. Payment may also be financed in the Purchaser’s Finance Agreement/Retail Installment Contract/Lease Agreement. You must make the entire payment set forth on the Registration Page to receive the consideration We offer under this Agreement. Non-dealership independent sales representatives do not have the authority to accept any payment on behalf of Lemon Proof LLC and must use the payment portal for their customers at www.lemonproofllc.com. If You fail to make any installment payment, You agree that any previous payments shall not be refunded and the Agreement will be terminated immediately.

4. COVERAGE TERMS AND CONDITIONS

- A. We agree to provide You with specific services for the one (1) Vehicle listed on the Registration Page. These services will include reviewing the Vehicle repair history and, if the Vehicle repair history documents the Vehicle is a Lemon, contracting with attorneys selected by Us to help You pursue a lemon/breach of warranty settlement with, or lawsuit against, the Vehicle manufacturer.
- B. If the Vehicle qualifies as a Lemon in the future, We agree to provide You with an attorney or law firm that has experience handling vehicle lemon/breach of warranty claims and to directly pay for all reasonable attorney fees and costs, which will be billed directly to Us. You agree that We have the right to select an attorney or law firm to represent your interests throughout the process of submitting a lemon/breach of warranty claim and filing a lemon/breach of warranty lawsuit on Your behalf. You acknowledge that this Agreement does not allow you to select an attorney or law firm different from the attorney or law firm the Provider chooses.
- C. We agree to provide You with reasonable access to Us Monday through Friday (except on national holidays) from 9:00 a.m. until 5:00 p.m. Central Standard Time via telephone or electronic mail to handle your inquiries regarding the Vehicle.



- D. Once We objectively determine that the Vehicle qualifies as a Lemon, We will contact an attorney or law firm with specific experience in handling lemon/breach of warranty claims to represent You against the Vehicle manufacturer. The attorney or law firm will then timely contact You to enter a formal attorney-client relationship with You. We are not a party to that attorney-client relationship, but We will be directly responsible for paying the initial attorney fees and reasonable costs for handling your lemon/breach of warranty claim and the filing of a lawsuit if necessary. You will not be responsible for any deductible or copayment of the attorney fees and reasonable costs beyond Your full contractual amount owed as set forth on the Registration Page. We do not make any representations or warranties regarding whether You will be successful in Your claim or lawsuit.
- E. You agree to cooperate in all reasonable respects with Us and the attorneys or law firm handling Your claim or lawsuit. This will include providing all relevant information/records and executing sworn affidavits or consents to obtain Vehicle service records.
- F. In the event a case is filed in court and is not settled prior to trial, You agree that Your attorney or law firm may seek their reasonable and necessary attorney fees and costs directly from the manufacturer. In no event shall You be responsible for paying the reasonable and necessary attorney fees and costs incurred in pursuing a qualified lemon/breach of warranty claim. If You win Your lawsuit at trial, You will receive in full all damage amounts awarded by the judge or jury and specifically paid by the Vehicle manufacturer, including any interest earned and paid, that are not damages for reasonable and necessary attorney fees and costs.
- G. If a judge or jury awards reasonable and necessary attorney fees and costs at the trial in Your favor, You agree that those reasonable and necessary attorney fees specifically paid by the Vehicle manufacturer, including any interest earned and paid, shall be paid directly to the attorney or law firm representing You and not to You personally.
- H. Our communications with You and Our actions should not be considered legal advice. Legal decisions are to be made strictly by You and Your attorney or law firm.

5. LIMITATIONS

- A. This Agreement does not cover appellate related representation. If You or the Vehicle manufacturer elects to appeal any decision made by the trial court, Your legal fees in connection with the appeal will not be paid by Us. You will have to pay the fees of the attorney or their law firm or obtain other counsel, in either case, at Your expense.
- B. In the event You decide to not use the attorney or law firm selected by Us, We have no further obligation under this Agreement to supply You with a different attorney or law firm, or to pay for the services of an attorney or law firm selected by You.
- C. **WE DISCLAIM ALL WARRANTIES WITH REGARD TO THIS AGREEMENT, WHETHER EXPRESSED OR IMPLIED.**
- D. We will not be liable for any damages, fees or penalties You may suffer as a result of Your pursuit of a claim with respect to your Vehicle other than the obligation to pay Your legal fees as outlined herein. We will have no financial liability to You under any legal theory. Any damages, fees or penalties that may be owed to You by Us under this Agreement under any theory shall be limited to the amount You paid Us under this Agreement. Furthermore, without limitation of the foregoing, We will have no liability for consequential or other indirect damages, or exemplary, special, incidental or punitive damages, even if advised of the possibility of such damages.

6. NON-COVERED EXPENSES

If in a hearing, at trial or on appeal a judge or jury finds for the Vehicle manufacturer and awards the Vehicle manufacturer damages and/or any attorney fees or costs, neither Us nor Your attorney nor their law firm will be responsible for paying the Vehicle manufacturer's damages, attorney fees or costs. In such an event, You will be responsible for paying such damages, fees and costs directly.

7. EXCLUSIONS

- A. You may not transfer Your rights under this Agreement to any other person, including anyone who might purchase the Vehicle from You. No person, other than You has any rights under this Agreement.
- B. In the event it is determined that the Vehicle had been in a service or repair shop for any matter relating directly or indirectly to a Substantial Defect before the Agreement Purchase Date, the Agreement will terminate immediately, and You will not be entitled to a refund.

8. CLAIMS PROCEDURES

- A. If You believe that the Vehicle qualifies as a Lemon under the Definitions above, please contact Us via email at claims@lemonproofllc.com or submit a claims form via Our website www.lemonproofllc.com or call (800) 245-0980. Your claim should include the Purchaser name, full address, including city, state and zip code, best phone number to reach You and the best email address to reach You. Your claim must also include the Vehicle manufacturer, model and year, VIN, and the name of the selling store of the Vehicle. Please also include in Your claim a short description of the problems the Vehicle has experienced.
- B. After We receive Your claim, Our representative will contact You within three (3) business days to discuss Your claim and begin gathering the materials needed to determine whether Your vehicle qualifies as a Lemon.
- C. After gathering the required materials, We will inform You whether Your Vehicle qualifies as a Lemon. If We determine Your Vehicle qualifies as a Lemon, We will contact You and an attorney or law firm that will assist You with Your claim. The attorney or law firm will enter an attorney-client relationship with You shortly thereafter and We will pay the attorney or law firm directly for assisting You according to the terms in this Agreement.

9. CANCELLATION

You may cancel this Agreement by giving Us written notice of your intention to cancel not later than seven (7) days after the Agreement Purchase Date. Upon cancellation within the seven (7) day period, the purchase price for the Agreement will be refunded and We will have no further obligations to You under this Agreement.



10. ARBITRATION

THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION. In the event of any dispute between You and Us or You and Your attorneys or law firm regarding any provision of this Agreement, or Your or Our or Your attorneys or law firms conduct under this Agreement, the parties shall first consult one another in an attempt to resolve such dispute. In the event the dispute is not resolved, the parties agree to submit any dispute first to mediation. If mediation is unsuccessful, the parties agree to resolve any disputes through binding arbitration. Mediation of disputes under this Agreement shall be conducted in Dallas, Texas using an agreed upon neutral mediator. In the event the parties cannot agree on a neutral mediator, the parties agree to allow the then duly elected TTLA President to recommend three mediators, from which the parties shall select a mediator. If the parties are still unable to agree to a mediator from the TTLA President's three mediator list, the parties agree that the then duly elected TTLA President may select a mediator from the mediator list previously provided and that the TTLA selected mediator shall mediate between the parties. In the event arbitration is required, arbitration of any disputes under this Agreement shall be by written submission before an agreed-upon neutral arbitrator. In the event the parties are not able to reach agreement on a neutral arbitrator, the arbitrator will be selected by the TTLA President. Any dispute shall be considered submitted to arbitration, only after an unsuccessful mediation followed thereafter by the receipt by all parties of a written communication specifically demanding the dispute be submitted to arbitration. In any arbitration proceeding, the arbitrator will not have the authority to consolidate the claims of other persons who are parties to agreements similar to this Agreement into a proceeding originally filed by either the Provider or You. The arbitrator may hear only Your individual claim and does not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or class of parties to a contract with the Provider in one arbitration proceeding. We will be responsible for the cost of any arbitration between You and Us. Each party shall bear their own attorney fees and costs related to mediation and arbitration. This agreement shall survive any termination or expiration of the Agreement. **NOTE: By entering into this Agreement, the parties agree that they are waiving their respective rights to a trial by judge or jury.**

11. CLASS ACTION WAIVER

You agree not to initiate or participate in any class action proceeding against the Provider, or any of its employees, officers, managers, directors, lawyers, accountants or agents whether in a judicial or mediation or arbitration proceeding, and You waive all rights to become a member of any certified class in any lawsuit or proceeding against Provider or Your attorneys or law firm. This agreement shall survive any termination or expiration of the Agreement.

12. NOTICES AND APPLICABLE LAW

- A. Any notices to be delivered in connection with this Agreement should be sent by United States certified mail to Us at Lemon Proof LLC, 325 N. St. Paul Street, Ste. 3100, Dallas, TX 75201 or to You at the address You provided on the Registration Page.
- B. This Agreement is governed by the laws of the State of Texas.

13. SETTLEMENTS

- A. Pursuant to Texas law, this Agreement qualifies as a Pre-Paid Legal Services Contract and Lemon Proof LLC qualifies as a legal service contract company. Legal service contract companies and their sales representatives are regulated by the Texas Department of Licensing and Regulation. You may contact the Department at P.O. Box 12157, Austin, Texas 75711, Phone:(512) 463-6599 or (800) 803-9202, or at cs.legal.service.contracts@tdlr.texas.gov.
- B. Obligations of the Provider under this Agreement are guaranteed under a cash bond held by the Texas Department of Licensing and Regulation. If the Agreement benefit is not provided within sixty (60) days after all claim requirements have been met or a refund is not paid before the 46th day after the date on which the Purchaser notified the Provider of the intent to cancel, the Purchaser may apply for reimbursement directly to the Texas Department of Licensing and Regulation via the address and phone number listed above. A ten (10%) penalty per month will be applied to any refund not paid or credited within forty-five (45) days after Your return of the Agreement.
- C. Unresolved complaints concerning the Provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation at the address and telephone numbers listed above.

ADMINISTRATOR WILL INVESTIGATE AND PROSECUTE ANY SUSPECTED FRAUDULENT CLAIMS TO THE FULLEST EXTENT OF THE LAW. ADMINISTRATOR WILL CANCEL ANY AGREEMENT THAT WAS SECURED BY THE PURCHASER VIA FRAUDULENT OR MISREPRESENTATIVE STATEMENTS OR ACTIONS.