

**SIMPLE INTEREST MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT**

Dealer Number:	Contract Number:	R.O.S. Number:	Stock Number:
Buyer's (and Co-Buyer's) Name, Address and Phone Number(s)		Seller's Name, Address and Phone Number(s)	
NEW/USED	YEAR	MAKE / MODEL	ODOMETER READING
	KEY NO.	LIC. NO.	VEHICLE IDENTIFICATION NUMBER
		VEHICLE USE: <input type="checkbox"/> Personal, Family or Household <input type="checkbox"/> Commercial or Agriculture	

The words "our," "we" and "us" refer to the creditor/seller in this contract, or upon any assignment, its assignee. The words "you" and "your" refer to the buyer and co-buyer, if any, named in this contract. We sell you the motor vehicle described above on credit. The credit price is the "Total Sale Price" shown below. The "Cash Price" is also shown below. By signing this contract, you agree to buy the vehicle on credit and pay the Total Sale Price according to the terms, agreements and schedules shown on this contract. If this contract is signed by a buyer and co-buyer, each is together and individually responsible for all agreements in this contract.

**SEE ADDITIONAL TERMS, AGREEMENTS, AND CONDITIONS.**

A. FEDERAL TRUTH-IN-LENDING DISCLOSURES				
<b>ANNUAL PERCENTAGE RATE:</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.	<b>Total Sale Price</b> The total cost of your purchase on credit, including your down-payment of \$ _____
%	\$	(e) \$	\$	(e) \$

B. YOUR PAYMENT SCHEDULE WILL BE:		
Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of _____		
One Payment of _____		
Payments		Monthly, beginning
One Final Payment		

**C. SECURITY:** You are giving a security interest in the goods or property being purchased. **LATE CHARGES:** If any payment is more than 10 days late you may be charged 5% of the late amount. **PRE-PAYMENT:** If you pay your contract in full before its maturity, you may be charged a minimum finance charge. See this contract for any information about nonpayment, default, any required repayment in full before the scheduled date and prepayment minimum finance charge. **(e) MEANS AN ESTIMATE**

**NOTICE:** The names and addresses of all persons to whom the notices required or permitted by law to be sent are set forth at the top of this form.

**STATEMENT OF INSURANCE**

**NOTICE: No person is required, as a condition of financing the purchase of a motor vehicle, to purchase or negotiate any insurance through a particular insurance company, agent or broker. ONLY PHYSICAL DAMAGE INSURANCE IS REQUIRED TO OBTAIN CREDIT.**

<p>UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.</p> <p>You have requested Seller to include in the balance due under this agreement the following insurance; Buyer requests Seller to procure insurance upon the described property against fire, theft, and collision for the term of this agreement. Any insurance will not be in force until accepted by the insurance carrier.</p> <p style="text-align:right;"><b>Premium</b></p> <p>\$ _____ DED., COMP., FIRE &amp; THEFT _____ Mos. \$ _____</p> <p>\$ _____ DEDUCTIBLE COLLISION _____ Mos. \$ _____</p> <p>BODILY INJURY \$ _____ LIMITS _____ Mos. \$ _____</p> <p>PROPERTY DAMAGE \$ _____ LIMITS _____ Mos. \$ _____</p> <p>MEDICAL _____ Mos. \$ _____</p> <p>_____ Mos. \$ _____</p> <p style="text-align:right;"><b>TOTAL VEHICLE INSURANCE PREMIUMS</b> \$ _____ (a)</p> <p>The foregoing declarations are hereby acknowledged.</p> <p><b>X</b> _____ SELLER</p> <p><b>X</b> _____ BUYER</p> <p><b>X</b> _____ CO-BUYER</p>	<p><b>OPTIONAL CREDIT &amp; DISABILITY INSURANCE AUTHORIZATION AND APPLICATION</b></p> <p>You voluntarily request the credit insurance checked below, if any, and understand that such insurance is not required. You acknowledge disclosure of the cost of such insurance and authorize it to be included in the balance payable under the security agreement. Any returned or refunded credit insurance premiums shall be applied to the sums due under this contract. Only the persons whose names are signed below are insured.</p> <p>CREDIT LIFE _____ Mos. Premium \$ _____</p> <p>JOINT LIFE _____ Mos. Premium \$ _____</p> <p>CREDIT DISABILITY _____ Mos. Premium \$ _____</p> <p style="text-align:right;"><b>TOTAL CREDIT INSURANCE PREMIUMS</b> \$ _____ (b)</p> <p>Company _____</p> <p><input type="checkbox"/> You want Credit Life Insurance <input type="checkbox"/> You want Joint Credit Life Insurance</p> <p><input type="checkbox"/> You want Credit Disability Insurance (Primary Buyer Only)</p> <p>You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the primary buyer is eligible for disability insurance.</p> <p><b>DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS</b> (refer to "Total Disabilities Not Covered" in your policy or certificate for details).</p> <p><b>By signing below, you agree to buy credit insurance</b></p> <p style="text-align:center;"><b>X</b></p> <p>DATE _____ PRIMARY BUYER AGE _____</p> <p style="text-align:center;"><b>X</b></p> <p>DATE _____ CO-BUYER AGE _____</p>
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**ITEMIZATION OF AMOUNT FINANCED**

**1. Total Cash Price**

- A. Cash Price Motor Vehicle and Accessories..\$ \_\_\_\_\_ (A)
  - 1. Cash Price Vehicle..... \$ \_\_\_\_\_
  - 2. Cash Price Accessories.....\$ \_\_\_\_\_
  - 3. Other \_\_\_\_\_ \$ \_\_\_\_\_
  - \_\_\_\_\_ \$ \_\_\_\_\_
- B. Document Preparation Fee.....\$ \_\_\_\_\_ (B) (not a governmental fee)
- C. Smog Fee Paid to Seller .....\$ \_\_\_\_\_ (C)
- D. Theft Deterrent Device(s) (optional)
  - \_\_\_\_\_ \$ \_\_\_\_\_ (D)
  - \_\_\_\_\_ \$ \_\_\_\_\_ (D)
  - \_\_\_\_\_ \$ \_\_\_\_\_ (D)
- E. Surface Protection Product(s) (optional)
  - \_\_\_\_\_ \$ \_\_\_\_\_ (E)
  - \_\_\_\_\_ \$ \_\_\_\_\_ (E)
  - \_\_\_\_\_ \$ \_\_\_\_\_ (E)
- F. Sales Tax .....\$ \_\_\_\_\_ (F)
- G. DMV Electronic Filing Fee .....\$ \_\_\_\_\_ (G)
- H. Service Contract (optional)
  - \_\_\_\_\_ \$ \_\_\_\_\_ (H)
  - \_\_\_\_\_ \$ \_\_\_\_\_ (H)
  - \_\_\_\_\_ \$ \_\_\_\_\_ (H)
  - \_\_\_\_\_ \$ \_\_\_\_\_ (H)
  - \_\_\_\_\_ \$ \_\_\_\_\_ (H)
- I. Prior Credit or Lease Balance paid by Seller to
  - \_\_\_\_\_ \$ \_\_\_\_\_ (I)
 (See down payment and trade-in calculation)
- J. Optional Debt Cancellation Agreement (GAP) \$ \_\_\_\_\_ (J)
- K. Used Vehicle Contract Cancellation
  - Option Agreement.....\$ \_\_\_\_\_ (K)
- L. Other (For) \_\_\_\_\_ \$ \_\_\_\_\_ (L)
  - To whom paid \_\_\_\_\_

**Total Cash Price (A to L) ..... \$ \_\_\_\_\_ (1)**

**2. Amounts Paid to Public Officials**

- A. License Fees .....\$ \_\_\_\_\_ (A) (estimate)
  - B. Registration/Transfer/Titling Fees .....\$ \_\_\_\_\_ (B) (estimate)
  - C. California Tire Fees .....\$ \_\_\_\_\_ (C)
  - D. Other.....\$ \_\_\_\_\_ (D)
  - E. Other.....\$ \_\_\_\_\_ (E)
- Total Official Fees (A to E) ..... \$ \_\_\_\_\_ (2)**

**3. Amounts Paid to Insurance Companies**

(Total premiums from Statement of Insurance column a+b) \$ \_\_\_\_\_ (3)

- 4.  Smog Certification Fee or ..... \$ \_\_\_\_\_ (4)
- Exemption Fee Paid to State..... \$ \_\_\_\_\_ (4)

**5. Subtotal (1 to 4) ..... \$ \_\_\_\_\_ (5)**

**6. Total Down Payment**

- A. Trade-in Value .....\$ \_\_\_\_\_ (A)
  - Yr \_\_\_\_\_ Make \_\_\_\_\_
  - Model \_\_\_\_\_
  - V.I.N. \_\_\_\_\_
  - Odometer \_\_\_\_\_
- B. Less Prior Credit or Lease Balance....\$ \_\_\_\_\_ (B)
- C. Trade-in (A less B) .....\$ \_\_\_\_\_ (C) (indicate if a negative number)
- D. Deferred Down Payment .....\$ \_\_\_\_\_ (D)
- E. Manufacturer's Rebate .....\$ \_\_\_\_\_ (E)
- F. Other.....\$ \_\_\_\_\_ (F)
- G. Remaining Cash Down Payment.....\$ \_\_\_\_\_ (G)

**Total Down Payment (6C to G)..... \$ \_\_\_\_\_ (6)**  
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 11 above)

**7. Amount Financed (5 less 6) ..... \$ \_\_\_\_\_ (7)**  
Seller may keep a portion of these amounts.

**SERVICE CONTRACT (Optional)**

You request a service contract written with the following company for the term below.  
The cost is shown on line 1H in Itemization of Amount Financed.

Company \_\_\_\_\_

Term \_\_\_\_\_ Mos. or \_\_\_\_\_ Miles

Company \_\_\_\_\_

Term \_\_\_\_\_ Mos. or \_\_\_\_\_ Miles

Company \_\_\_\_\_

Term \_\_\_\_\_ Mos. or \_\_\_\_\_ Miles

Company \_\_\_\_\_

Term \_\_\_\_\_ Mos. or \_\_\_\_\_ Miles

Company \_\_\_\_\_

Term \_\_\_\_\_ Mos. or \_\_\_\_\_ Miles

**OPTIONAL DEBT CANCELLATION CONTRACT (GAP)**

Debt cancellation coverage is not required to obtain credit.

I want to purchase a debt cancellation contract which is part of this contract shown in line 1J in Itemization of Amount Financed.

Company \_\_\_\_\_ Term \_\_\_\_\_ Months

Buyer  \_\_\_\_\_  \_\_\_\_\_

**SELLER ASSISTED LOAN: FOR THIS LOAN, BUYER MAY BE REQUIRED TO PLEDGE SECURITY AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THE SECURITY AGREEMENT AND THE LOAN.**

Proceeds of Loan - From \_\_\_\_\_

Amount \$ \_\_\_\_\_ Finance Charge \$ \_\_\_\_\_

Total \$ \_\_\_\_\_ Payable in \_\_\_\_\_ Installments of \$ \_\_\_\_\_

\$ \_\_\_\_\_ from this loan as described in 6D of Itemization of Amount Financed.

**OPTION:**  You pay no Finance Charge if the Amount Financed, item 7, is paid in full on or before \_\_\_\_\_ Year \_\_\_\_\_ SELLER'S INITIALS \_\_\_\_\_

**DISCLOSURE OF AUTO BROKER FEE**

**A BROKERAGE FEE** was  was not  PAID

To (name) \_\_\_\_\_

X \_\_\_\_\_  
Buyer's Signature

X \_\_\_\_\_  
Co-Buyer's Signature

## ADDITIONAL TERMS AND CONDITIONS

**1. PROMISE TO PAY:** You promise to pay the down payment and Amount Financed, plus the finance charges on the Amount Financed, as shown in the Payment Schedule. The finance charges are to be computed daily on a simple interest basis by applying the Annual Percentage Rate to the unpaid portion of the Amount Financed until all sums due under this contract are fully paid. Payments will be applied first to interest, then to principal and to other amounts you owe in any order we choose.

**2. SIMPLE INTEREST CONTRACT:** The Finance Charge, Total of Payments and Payment Schedule shown may differ from the amount you will ultimately have to pay if your payments are received late or the Seller adds amounts to the amount you owe for any of the reasons stated below. For example, early payments would reduce your final payments, while late payments and additions to the amount you owe would increase it. Your final payment may also be different than the amount shown if the Seller figured the Payment Schedule assuming equal monthly payment periods and other factors which are permitted under the Truth in Lending Act. Your promise to pay requires you to pay the final payment on the due date even if it is different than the amount shown for any of these reasons. Seller may receive part of the Finance Charge.

**3. GAP:** There may be a gap between the amount you owe under this contract and the amount of your insurance settlement and deductible. In the event of theft or damage to your vehicle, you ARE LIABLE FOR THIS GAP AMOUNT. An optional gap (debt cancellation) contract for coverage of this gap amount may be offered for an additional charge.

**4. SECURITY INTEREST:** You hereby grant us a security interest under the California Uniform Commercial Code in the vehicle and all parts or accessories put on the vehicle and in all insurance premiums financed for you or rebates from insurance premiums, service contracts and in the proceeds of any insurance policies covering the vehicle or credit or disability insurance policies financed hereunder, which security interest secures all sums which may become due under this contract, as well as any modifications, extensions, renewals, amendments or re-financing of it.

**5. USE OF VEHICLE:** You agree to keep the vehicle free of all taxes and liens, except in favor of Seller, and not to use the vehicle, or permit the vehicle to be used illegally, improperly or for hire, or to expose the vehicle to misuse, seizure or confiscation, or other involuntary transfer, even if the vehicle was not the subject of judicial or administrative action. You agree not to make any material change in the vehicle or allow any material change in it to be made, or to remove the vehicle or allow it to be removed from this State for a period in excess of 30 days or transfer any interest in the vehicle. You agree to keep the vehicle in good working condition and make all necessary repairs. You agree not to remove the vehicle, nor to permit its removal, from this country. Although we are not obligated to do so, if we elect to pay all liens, fees or taxes in connection with the vehicle, or to expend any other amount to protect our interests in the vehicle, you will reimburse us, at our option; (i) within 5 days of our demand upon you to do so or (ii) we may add the dollar amount of any such liens, fees, taxes or other charges we pay to the balance of this contract, accruing finance charges, from the time we pay such amounts until the time you pay them to us, at the annual percentage rate shown on the face of this contract, with such dollar amount and finance charges due at maturity of this contract or in monthly installments due on the remaining payment dates shown on the face of this contract, as we might choose.

**6. INSURANCE:** You agree to keep the vehicle insured in favor of us with a policy satisfactory to us, with comprehensive fire, theft and collision coverage, insuring the vehicle in an amount sufficient to cover the value of the vehicle. You agree to deliver the policies to us, and you agree that we may (i) contact your insurance agent to verify coverage or to add us as loss payee or lienholder, (ii) make any claim under your insurance policy, (iii) cancel the insurance on your default, and (iv) receive any payment of loss or return premium, and apply the amounts received, at our option, to replacement of the property or to your indebtedness under this Agreement, including indebtedness not yet due. If you fail to maintain such insurance, we may, at our option, procure such insurance, and you agree to pay for such insurance and finance charges on the premiums at the annual percentage rate shown on the reverse, according to the notice we send you. You agree that any insurance we purchase may be for the protection of only our interest in the property, and may be for the remaining term of the contract or any shorter period as we determine. You understand that the insurance premiums may be higher if we must purchase insurance than if you had purchased the insurance yourself. If insurance had been purchased in connection with this contract, any difference between the amounts shown in Statement of Insurance for premiums which may arise from errors in computation, classification, grouping or zoning, or changes in the type of insurance shall be payable by you on demand. You agree that we can use any proceeds from insurance to either repair or replace the vehicle or to reduce your debt under this contract as we may decide. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged or destroyed.

**7. DEFAULT:** If you breach any warranty or default in the performance in any promise you make in this agreement, including, but not limited to, making of any payment when due, or become insolvent, or file any proceeding under the U.S. Bankruptcy Code, or upon your demise, or if the vehicle is damaged, destroyed or impounded, we may at our option and without notice or demand (1) declare all unpaid sums immediately due and payable (2) file suit against you for all unpaid sums (3) take immediate possession of the motor vehicle (4) exercise any other legal or equitable remedy. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. Upon taking possession of the motor vehicle and giving notice as provided by law, if you do not redeem the vehicle, we will sell it at public or private sale. We may purchase the vehicle at any sale. The proceeds of the sale will be applied first to the expenses of retaking, reconditioning, storing and selling the property, and the remainder will be applied to unpaid sums owing under this contract, including collection costs and attorneys fees. If there is any money left over (surplus) it will be paid to you. If a balance still remains owing, you promise to pay the same upon demand. If you default or breach this agreement you agree to pay finance charges at the annual percentage rate shown on the reverse side until all sums owing us are paid in full or judgment is entered. Our

remedies are cumulative and taking of any action shall not be a waiver or prohibit us from pursuing any other remedy. You agree that upon your default we shall be entitled to recover from you our reasonable collection costs, including, but not limited to, an attorney's fee. In addition, if we repossess your vehicle, you grant to us and our agents permission to enter upon any premises owned by you. You agree we are entitled to recover from you our reasonable costs and expenses arising out of that repossession, including, but not limited to, any sums we pay third-party agents. With respect to any sums we are entitled to recover pursuant to the previous two sentences, you will reimburse us, at our option: (i) within 5 days of our demand upon you to do so or (ii) we may add the dollar amount of any such sums, costs and expenses to the balance of this contract, accruing finance charges, from the time we pay such amounts until the time you pay them to us, at the annual percentage rate shown on page 1 of this contract.

**8. BUYER'S WARRANTIES:** You certify that you have provided true, accurate and correct information and representations made with respect to this contract. You understand we have relied on the correctness of this information in agreeing to the terms of this contract and the sale of the vehicle. You certify you are the lawful owner of any vehicle trade-in identified herein, that the trade-in is free from all liens and encumbrances except those identified and, in the event the amount owed to satisfy any liens on the trade-in exceeds the amount identified by you, the excess shall be paid by you on demand.

**9. SELLER'S WARRANTIES:** SELLER DISCLAIMS ANY EXPRESS WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE CONCERNING THE VEHICLE, UNLESS SPECIFIED IN WRITING HEREIN, OR ON A SEPARATE WRITTEN AGREEMENT PROVIDED BY SELLER. SELLER ASSUMES NO LIABILITY FOR LOSS OF USE, DAMAGE, OR LOSS. Furthermore, seller disclaims any warranty or representation as to the accuracy of the mileage on the odometer. We do not warrant the correctness of the year of manufacture. You agree that you have verified the description of the vehicle to your satisfaction and that there is no warranty as to the correctness of the description of the vehicle.

**10. PREPAYMENT OF AMOUNT OWED:** You may prepay all amounts due under this contract at any time. In addition, if you fail to make any payment when due or perform any other agreement provided for in this contract, we may, in addition to other remedies, declare all sums immediately due and payable. If you prepay, a portion of your balance payment will be credited first to the finance charge and the balance to the unpaid Amount Financed. Your next payment will be due on the next regular installment date. If you prepay in full you agree that we are entitled to a minimum finance charge as follows: (1) \$25, if the original Amount Financed does not exceed \$1,000, (2) \$50, if the original Amount Financed is more than \$1,000, but not more than \$2,000 or (3) \$75, if the original Amount Financed is more than \$2,000. Your obligation will be determined as applicable as of the date we are paid in full, or as of the date we recover the vehicle's value through its disposition, or upon entry of a court judgment for what you owe under this contract, or if we elect to keep the vehicle in satisfaction of what you owe under this contract, as of the date we take possession of the vehicle.

**11. DELAY OF ENFORCEMENT:** Any delay of enforcement of any of Seller's rights under this contract does not constitute waiver or loss of Seller's rights under this contract.

**12. POWER OF ATTORNEY:** You hereby appoint us, as well as any of our appropriate officers or other employees, as your attorney-in-fact, with full power of substitution, to sign in your name, place and stead any and all Certificates of Ownership, Registration Cards, applications, affidavits and/or any other documents required or necessary to transfer or convey any and all right, title and interest in and to the vehicle, to any person or persons, and to do and perform any and all other acts necessary or incident to the execution of the powers you hereby grant us, as fully and to all intents and purposes as you might or could do if personally present. This grant of a power of attorney, being coupled with an interest, is irrevocable until all your obligations under this contract are fully satisfied or until judgment is entered.

**13. OTHER AGREEMENTS:** (1) If the Department of Motor Vehicles fees exceed the amount shown, you agree to pay us the difference. If the amount is less than the amount shown, the difference will be refunded to you. (2) If we accept less than the amount due, or if we extend the due dates of payments, it does not constitute a waiver of modification of buyer's initial obligations under this Agreement. (3) If more than one buyer has agreed to these terms, all are jointly and severally liable. (4) Seller may charge a \$15 fee for any check returned by a depository institution. (5) If the vehicle is repossessed, we may store personal property for your account at your expense as permitted by law. In the event such personal property is not claimed within 60 days after repossession, we may dispose of the personal property in any manner we deem appropriate without liability to you. (6) If any payment is more than 10 days late, you will be charged 5% of the late amount. (7) You agree to allow us to inspect the vehicle at any reasonable time. (8) You agree to notify us of any change of address within 30 days, and waive the provisions of Sections 1808.21 and 1808.22 of the Vehicle Code and authorize the Department of Motor Vehicles to furnish your address to the holder of this contract until it is paid in full. (9) We have the right to transfer this contract to an assignee and the assignee will have all our rights and remedies under this contract. (10) If any provision of this contract is held invalid, it does not mean that this contract is unenforceable, and the remaining provisions shall continue to be binding.

**14. NOTICE TO BUYER:** (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. (3) YOU CAN PREPAY THE FULL AMOUNT DUE UNDER THIS AGREEMENT AT ANY TIME. (4) IF YOU DEFAULT IN THE PERFORMANCE OF YOUR OBLIGATIONS UNDER THIS AGREEMENT, THE VEHICLE MAY BE REPOSSESSED AND YOU MAY BE SUBJECT TO SUIT AND LIABILITY FOR THE UNPAID INDEBTEDNESS EVIDENCED BY THIS AGREEMENT.

X \_\_\_\_\_  
Buyer's Signature

X \_\_\_\_\_  
Co-Buyer's Signature

## NOTICE (Federal Law)

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

### TELEPHONE MONITORING AND CALLING

I agree that you, your affiliates, agents, assigns and service providers may monitor and record telephone calls regarding my account to assure the quality of your service or for other reasons. I also expressly consent and agree to you, your affiliates, agents and service providers using written, electronic or verbal means to contact me. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, e-mails and/or automatic telephone dialing systems. I agree you, your affiliates, agents, assigns and service providers may do so using any e-mail address or any telephone number I provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether I incur charges as a result.

### CREDIT APPROVAL TERMS AND CONDITIONS (RIGHT TO CANCEL)

1. In Order to verify information contained in the credit application, Buyer agrees to furnish Seller any necessary documents.
2. Buyer confirms it may take a few days for Seller to verify credit of Buyer and assign the contract. In consideration of Seller agreeing to deliver the vehicle, Buyer agrees Seller may rescind the contract if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business pursuant to terms of assignment acceptable to Seller.
3. In the event Seller chooses to rescind the contract, Seller shall give Buyer notice of the rescission within ten (10) days of the date of the contract. Such notice is considered given upon deposit of written notice in the United States mail directed to Buyer at the address of Buyer stated in the contract or in any other manner in which actual notice is given to Buyer. After receiving such notice, Buyer shall immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted, and the contract shall then be deemed rescinded. After withdrawal of the contract, Seller agrees to give back to Buyer all consideration received in connection with the contract, including any trade-in vehicle.
4. Upon notice of Seller's election to rescind the contract, in the event the vehicle is not immediately returned to the Seller, Buyer shall be liable to Seller for all expenses incurred by Seller in acquiring possession of the vehicle. This includes attorney's fees. Seller shall have the right to repossess the vehicle with free right of entry wherever the vehicle may be found.
5. All terms of the contract, including those relating to use of and insurance for the vehicle, while vehicle is in possession of Buyer, shall be in full force and all risk of loss or damage to the vehicle shall be assumed by Buyer who shall pay all reasonable repair costs related to any damage done to the vehicle while in the possession or control of Buyer and until the vehicle is returned to Seller.

If you have purchased credit disability insurance in connection with this transaction, the following claim procedures apply:

### CLAIM PROCEDURE

If you become disabled, tell us (your creditor) right away. (We advise you to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us at the location where we would like to be notified). We will tell you where to get claim forms. Send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your first missed payment, **WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER** your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however try to collect, foreclose, or repossess if you have money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within three calendar months or accepts the claim within three calendar months as a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

X \_\_\_\_\_  
Buyer's Signature

X \_\_\_\_\_  
Co-Buyer's Signature



## ASSIGNMENT WITH RECOURSE

FOR VALUE RECEIVED, the Agreement herein assigned between the Purchaser and the Undersigned, and the property described, and all the rights, title and interests thereon of the Undersigned are hereby sold, assigned and transferred to the successors or assigns. The Undersigned jointly and severally guarantee total performance of said Agreement in all its terms and the prompt payment of any and all sums provided therein, together with collection expenses, costs and attorney's fees, incurred in enforcing this guaranty. The Undersigned has not helped the Buyer in acquiring a loan from any third party to be used as part of any payment on the within agreement, except as specifically indicated. Undersigned guarantees and represents that all requirements of the Federal Truth in Lending Law and other consumer credit laws relating to the within agreement have been in accordance with said laws and Undersigned hereby agrees to indemnify as Assignee against and hold said Assignee harmless from all suits, costs, proceedings, claims, actions, expenses, loss damages and liabilities, including attorney's fees; arising out of, relating to, connected with, or resulting from any contention, whether baseless, well founded or otherwise, that there has been a violation of, or failure to comply with, any such laws in connection with the within agreement. The Undersigned jointly, and severally, hereby agree that in the event of noncompliance with any of the conditions of said agreement, whether or not repossession has been made or undertaken, suit may be brought by the holder any one or more or all of the parties herein, whether or not suit has been started against the party or parties to said Agreement and without waiving any rights as to time or repossession. The Undersigned jointly and severally hereby agree to the event of default or repossession by the Purchaser, the entire balance outstanding under said Agreement shall become immediately due and payable. Seller waives all rights and defenses as such guarantor (including, without limitation, Seller's rights under the provisions of sections 2845, 2849 and 2850 of the California Civil Code and any amendments, thereof) and all demands and notices whatsoever. The undersigned agrees to indemnify the holder of this contract from all demands, loss and liability, claims, including attorney's fees, arising from the goods sold hereunder or the making of this contract. The Undersigned jointly and severally hereby waive any and all notice of non-payment, presentment, protest or demand, which may be required under this Agreement or in connection therewith, and agrees that any impairments of remedies or any extensions which may be granted by the holder hereof to the parties of said Agreement shall not in any manner release the Undersigned. In the event that suit is instituted to enforce any terms of this Agreement the Undersigned jointly and severally hereby waive the right to change place of trial from the court originally having jurisdiction. The Undersigned warrants that application has been made for California registration with said assignee as legal owner.

Dated \_\_\_\_\_ at \_\_\_\_\_  
(Dealer's Town and State)

Signed \_\_\_\_\_ (Seal) By \_\_\_\_\_  
(Name of Dealer) (Officer, Firm Member or Owner)

## ASSIGNMENT WITHOUT RECOURSE

FOR VALUE RECEIVED, the undersigned (assignor) does hereby sell, assign and transfer to : \_\_\_\_\_ his, its or their right, title and interest to the within agreement, the property described therein, and the monies to become due hereunder, such assignment made WITHOUT RECOURSE in consideration of the following representations and warranties: (a) that said agreement represents a bona fide sale and was actually executed in good faith by the purchaser therein named and the assignor; (b) that at the time of such execution said purchaser was of legal age and competent to execute said agreement; (c) that the property which is subject to said agreement is truly and accurately described therein, and has been delivered into the possession of said purchaser, and that application has been made for California registration with said assignee as legal owner; (d) that the amount recited as having been received as a down payment was actually paid in cash and not its equivalent, the undersigned has not assisted the Buyer in obtaining a loan from any third party to be used as part or all of the down payment or any other payment on the within agreement, except as specifically indicated; that merchandise taken in trade was received at not more than reasonable market value thereof at the time of its receipt and that the terms of sale and statements set forth in the agreement and in the statement of transaction are true and correctly set forth; (e) that the assignor has the full and complete title to the property sold, subject only to the rights of said purchaser; (f) that there are no recoupments, counterclaims or set-offs on the part of the purchaser against the amounts payable, and that there have been no representations or warranties made to said purchaser not contained in the agreement; (g) that the information concerning the purchaser, given on blank provided for the purpose, is truly set down therein, and that said information is true and correct as to the purchaser's address and occupation and that, to the undersigned's knowledge there is no material mis-statement in the purchaser's credit application submitted to assignee; (h) that the assignor has no information or reason to suspect that any provision of the agreement will be violated and that the purchaser is not a good moral and financial risk; (i) said contract, and the transaction evidenced thereby, and all disclosures to purchaser and other matters in connection with said contract are in all respects made as required by and in accordance with, all applicable federal and state laws and regulations governing the same; (j) seller agrees not to accept or take possession of payments on said property, without prior written consent to the holder of this contract; (k) Undersigned warrants and represents that all requirements of the Federal Truth in Lending Law and any other consumer credit laws relating to the within agreement have been properly satisfied and undersigned hereby agrees to indemnify said assignee against and hold said assignee harmless from all claims, actions, suits, proceedings, costs, expenses, loss, damages and liabilities, including attorney's fees, arising out of, connected with, relating to or resulting from any connection, whether well-founded, baseless or otherwise, that there has been a violation of, or failure to comply properly with, any such laws in connection with the agreement.

Should any of the representations or warranties be false, the assignor agrees to pay the assignee or holder, upon demand, the full unpaid balance of the within agreement, whether or not possession of the property covered hereby has been taken by assignee or suit has been instituted against the purchaser or the assignor, or both. Assignor agrees that the taking of possession of said property covered hereby has been taken by assignee or suit has been instituted against the purchaser or the assignor, or both. Assignor agrees that the taking of possession of said property shall not be deemed an election remedies, and assignor agrees to pay any deficiency thereafter remaining. If assignee is required to bring action against assignor as a result of the breach of any representation or warranty contained in this assignment, assignor agrees to pay reasonable attorney's fees and court costs incurred by assignee in such action. The assignor consents to extensions of payment or alterations of said agreement or impairments of remedies which may be granted by the holder hereof, and waives any and all notice of non-payment, demand, presentment or protest, which otherwise might be required under this assignment or in connection therewith. Seller hereby waives all statutes of limitations and the defense thereof.

To: Buyer. The Security Agreement executed by you and the Seller in connection with the secured property described, and providing for payment of the Total Sale Price has been assigned to Assignee named below. All payments on said Agreement may be made in person at office below or by mail to the office shown on the enclosed payment book. If you have any complaints or objections to make, you should notify us at this time. Such notice must be made in writing.

Seller assigns its interest in this contract to _____		(Assignee) at (address)
under the terms of Seller's agreement(s) with Assignee.		
<input type="checkbox"/> Assigned with recourse	<input type="checkbox"/> Assigned without recourse	<input type="checkbox"/> Assigned with limited recourse
Seller	By _____	Title _____

X \_\_\_\_\_  
 Buyer's Signature

X \_\_\_\_\_  
 Co-Buyer's Signature

# Acknowledgement of Seller's Right to Cancel

By signing you agree that Seller may cancel the sale if we are unable to sell this contract to a financial institution.

Buyer's Signature \_\_\_\_\_ Co-Buyer's Signature \_\_\_\_\_

## GUARANTY

Each person who signs as Guarantor individually guarantees the payment of this contract, even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing and Guarantor waives notice of acceptance as of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Guarantor X \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle, federal regulation may require a special Buyer's Guide to be displayed on the window.

**BUYER'S GUIDE. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

**GUIA DEL COMPRADOR DE AUTOS USADOS. LA INFORMACION QUE USTED VE EN LA FORMA QUE SE ENCUENTRA EN LA VENTANA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION DE LA FORMA EN LA VENTANA INVALIDA CUALQUIER DISPOSICION QUE FUERA CONTRARIA AL CONTRATO DE VENTA.**

**Trade in Payoff** - Seller used and relied upon information from you or lessor of your trade-in vehicle for the payoff amount in 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." Seller agrees to pay the amount in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the payoff amount is less than the amount shown in 6B, Seller will refund the difference to you. Except as stated in the "Notice", any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance or any refund due from the Seller.

X \_\_\_\_\_ X \_\_\_\_\_

**COMPLAINT** If you have a complaint concerning this sale, you should try to resolve it with the Seller. Complaints concerning unfair or deceptive practices or methods by the Seller may be referred to the City Attorney, the District Attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.

**HOW THIS CONTRACT MAY BE CHANGED** After this contract is signed, the Seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the Seller to make a unilateral change.

Buyer's Signature X \_\_\_\_\_ X \_\_\_\_\_

**THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN THE LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.**

**WARNING:** YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

**FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.**

s/s X \_\_\_\_\_ X \_\_\_\_\_

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

### "THERE IS NO COOLING OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION"

California law does not provide for a "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the Seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than \$40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle or an off highway motor vehicle subject to identification under California Law. See the vehicle contract cancellation option agreement for details.

**BUYER ACKNOWLEDGES THAT (1) BEFORE SIGNING THIS AGREEMENT BUYER READ BOTH SIDES OF THIS (ENTIRE) AGREEMENT AND RECEIVED A LEGIBLE, COMPLETELY FILLED IN COPY OF THIS AGREEMENT, AND (2) BUYER HAS RECEIVED A COPY OF EVERY OTHER DOCUMENT THAT BUYER SIGNED DURING THE CONTRACT NEGOTIATION.**

Buyer's Signature X \_\_\_\_\_ Date \_\_\_\_\_ Co-Buyer's Signature X \_\_\_\_\_ Date \_\_\_\_\_

A co-buyer is responsible for the payments of the debt on this contract. An additional owner is listed on the title as an owner, but is not responsible for payment of the debt on this contract.

Additional Owner \_\_\_\_\_ Address \_\_\_\_\_

Seller \_\_\_\_\_ Address \_\_\_\_\_

By X \_\_\_\_\_ Title \_\_\_\_\_