



**DISCLOSURE STATEMENT AND AGREEMENT FOR INSTALLATION**

Buyer(s) Names: \_\_\_\_\_ Date: \_\_\_\_\_

Vehicle Description: \_\_\_\_\_  
Year                      Make                      Model                      Vehicle Identification Number (VIN)

BY SIGNING BELOW, YOU AGREE AND CONSENT TO ALL OF THE TERMS OF THE AGREEMENT.

Pursuant to the Retail Installment Sale Contract (the "Contract") that you signed in connection with the purchase of the above-described vehicle (the "Vehicle"), dated the same date as this Disclosure Statement and Agreement for Installation (this "Agreement"), you agree to permit the Dealership or its designated assignee, herein referred as ("us", "we") to install a device into the vehicle that allows us to track the location of the vehicle (the "Device"), if the Device is not already installed in Vehicle. The Device includes a global positioning system tracking unit that can determine at any time where your vehicle is located. The Device will not be used to determine your driving habits or practices (e.g. speeding), but may be randomly activated to ensure the device is still functioning. The installation of this device is to protect us until you have fully paid and performed your obligations under the Contract, our lien has been released from the Vehicle, and we have removed the Device from the vehicle. Installation of the Device and use of the Device is required by us as a condition of approving our extension of credit to you and is installed for our protection only. The Device is not being sold with the Vehicle. The Device and all information we obtain from the device remains our sole property. You agree to allow us to remove the Device from the Vehicle (which we will do at no cost to you) after you have fully paid and performed your obligations under the Contract.

If you do not make all or any of the payments due under the Contract on time, or default on the insurance coverage required by us, we have the right, exercised in our sole discretion, to use the device to locate the Vehicle for repossession. Any delay or forbearance in our exercise of this right does not operate as a waiver of that right. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES RESULTING FROM THE USE OF THE DEVICE TO LOCATE THE VEHICLE.

You agree not to alter, disconnect, or remove, disable, misuse, or tamper with the Device. You will be liable for the costs to replace or repair the Device, to the extent not prohibited by applicable law. Further, we are not responsible for any unauthorized interception of data from the device, whether at our facility, the monitoring company or another third-party.

You understand that installation and maintenance on the Device in the Vehicle is a material condition for us to finance the purchase of the Vehicle. Also you understand that purchasing a vehicle from another dealership may not require installation of the Device, but you are choosing to purchase this Vehicle and consent to having the Device installed.

You understand that the cost of the Device including but not limited to the installation and monitoring has not been directly or indirectly charged to you and that the sole purpose of the Device is to ensure you comply with the payment terms and conditions of the Contract and in the event of a default of these terms and conditions, locate the Vehicle for the purpose of repossession.

You understand that we have the right to assign our rights, title and interest in the Contract at any time. The assignment of the Contract by the Dealership will not in any way affect the terms and conditions of this Agreement.

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you have provided, even if the telephone number is a cell phone number or the contact results in a charge to you.

You understand that only we or authorized representatives are permitted to perform maintenance on the Device or any of its components. Should maintenance or repair be required, you agree to make the Vehicle available to us or its authorized



representatives, during their normal business hours. You agree to hold harmless, defend and indemnify us from all claims, demands, causes of action, damages, costs, liabilities or losses, in law or equity, to property or person suffered or sustained by any other person or entity arising out of or resulting from the intended use or termination of the Device in the Vehicle, to the fullest extent permitted by applicable law.

You agree that your breach of any of your obligations under this Agreement is an Event of Default under the Contract.

You agree that any claim or dispute arising out of or related to the Contract, or any breach of the Contract, shall be resolved through binding arbitration in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where the Contract was executed and administered by the American Arbitration Association under its Commercial Arbitration rules and judgment on the award rendered by the arbitrator may be entered in any court having the appropriate jurisdiction. THE PARTIES EXPRESSLY AGREE TO WAIVE AND FOREGO ANY RIGHT TO TRIAL BY A JUDGE AND/OR JURY IN FAVOR OF FINAL, BINDING, AND EXCLUSIVE ARBITRATION. You may choose the applicable rules of either the American Arbitration Association (1-800-778-7879) or the National Arbitration Forum (1-800-474-2371).

You agree to the Device's installation and to its use until you satisfy all of the obligations under the Contract. In addition, you acknowledge that you understand how the Device works and agree that the installation and maintenance of the Device in the Vehicle is a material condition for us to finance you purchase of the Vehicle, and as such constitutes consideration for the terms of the Contract.

You voluntarily waive any right you may have to privacy in the location of the Vehicle and authorize us to use the GPS capabilities to locate the Vehicle if you default.

You acknowledge that you have been warned not to sign this document before you read it. You understand that you are entitled to receive a copy of this document. By signing below, you acknowledge reading and receiving a copy of this document and agreeing to its terms.

The undersigned have signed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

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

\_\_\_\_\_  
Name of Authorized Dealership Representative

\_\_\_\_\_  
Signature

**BORROWER(S) AGREE(S) TO THE TERMS CONTAINED IN THIS AGREEMENT AND ACKNOWLEDGE(S) RECEIPT OF A FULLY COMPLETED COPY OF THIS ADDENDUM.**

Buyer Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Co-Buyer Name: \_\_\_\_\_ Signature: \_\_\_\_\_