## TN-103-ARB 10/31/2010

## **Retail Installment Contract and Security Agreement**

Seller Name and Address	Buyer(s) N	ame(s) and Address(es)	Summary		
ACA Motors	JANE	DOE	No.	569191 6/3/2013	
123 ACA Drive	123 1	ST AVE	Date	6/3/2013	
GOODLETTSVILLE, TN	SEVIE SEVIE	ERVILLE, TN 37862			
П					
Business, commercial or agricult	tural purpose Contract.				
Truth-In-Lending Disc	losure				
Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	Total Sale Price	
The cost of your credit as a yearly	The dollar amount the credit will	The amount of credit provided to	The amount you will have paid	The total cost of your purchase on	
rate.	cost you.	you or on your behalf.	when you have made all scheduled payments.	credit, including your down payment of	
				\$ 2,000.00	
23%	\$ 5,292.44	\$ 9,829.00	\$ 15,121.44	\$ 17,121.44	
Payment Schedule. Your payment	schedule is:		2		
No. of Payments Amount of Paym		ents are Due			
48 \$ 315.03		beginning 7/3/2013.		- 22	
0 \$ 0.00	NOT AF	PLICABLE			
0 \$ 0.00	NOT AF	PLICABLE			
Security. You are giving us a securi	ty interest in the Property purchased				
Late Charge. If all or any portion of	a payment is not paid within 10 days	of its due date, you will be charged a	late charge of 5% of the unpaid amo	unt of the payment due.	
Prepayment. If you pay off this Con	tract early, you will not have to pay a	penalty.			
Contract Provisions. You can see	the terms of this Contract for any add	ditional information about nonpayment	t, default, any required repayment be	fore the scheduled date, and	
prepayment refunds and penalties.				37	
Description of Propert	tv .				
Year Make	Model	Style	Vehicle Identification Number	Odometer Mileage	
2008 TOYOTA	YARIS-4 CYL.	SEDAN 4D	JTDBT923X81	100000	
New		Other:			
▼ Used 2008 TOY	OTA YARIS-4 CYL. SE	DAN 4D JTDBT923X81	25		
Demo					
Description of Trade-I	n	0.000 ACC   100	or after you default and we demand p	The second secon	
			he unpaid balance at coording to the payment schedule and	23% per year. You agree to pay	
		Truth-In-Lendin	ng Disclosure. You also agree to pay a		
			conditions of this Contract.		
Conditional Delivery		200 July 200	<ul> <li>You also agree to pay or apply to the any cash, rebate and net trade-in value</li> </ul>		
Conditional Delivery. If checke	d, you agree that the following agree	ment regarding Amount Finance	ed.		
securing financing ("Agreement") app	lies:	You agree	to make deferred down payments as	s set forth in your Payment Schedule.	
	. The Agreement is part of this Contr	act. The	I Character and American		
Agreement will no longer control after conflicts between the terms of the Ag		alc ally	Additional Charge. You agree to pay a document preparation fee of		
will apply.	eernent and the contract, the terms	\$ 0.00		d in cash financed over the	
Sales Agreement		term of the Con	nract.		
	nrincinal amount of				
Payment. You promise to pay us the \$ 9,829.00	plus a time price differential accruin	on the unpaid			
balance at the rate of	23% per year from the date of the	SERVICE TO THE THE			
maturity. The time price differential ac	A STATE OF THE PROPERTY OF THE	day basis.			

Page 1 of 6

#### Itemization of Amount Financed a. Cash Price of Vehicle, etc. (incl. sales tax of 10,000.00 \$ 0.00 b. Trade-in allowance 0.00 c. Less: Amount owing, paid to (includes k): N/A 0.00 d. Net trade-in (b-c; if negative, enter \$0 here and enter 0.00 the amount on line k) e. Cash payment 2,000.00 0.00 f. Manufacturer's rebate g. Deferred down payment 0.00 h. Other down payment (describe) N/A 0.00 2,000.00 i. Down Payment (d+e+f+g+h) j. Unpaid balance of Cash Price (a-i) 8,000.00 k. Financed trade-in balance (see line d) 0.00 60.00 I. Paid to public officials, including filing fees 0.00 m. Insurance premiums paid to insurance company(ies) n. Service Contract, paid to: 1,470.00 Value Guard o. Notary Fee 299.00 0.00 N/A q. N/A 0.00 r. N/A 0.00 s. N/A 0.00 t. N/A 0.00 u. N/A 0.00 1.829.00 v. Total Other Charges/Amts Paid (k thru u) 0.00 w. Prepaid Finance Charge 9,829.00 x. Amount Financed (j+v-w)

We may retain or receive a portion of any amounts paid to others.

[This area intentionally left blank.]

By: N/A

#### Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below **only** the coverages you have chosen to purchase.

	n it for you (if you qua ave chosen to purch		We are qu	uoting below	only the coverages
	it Life				
	Single Joint 🗶	None			
Prem	ium \$ <u>0.00</u>		Term	N/A	
	ed N/A				_
	i <b>t Health</b> Single Joint 🗶	None			
	ium \$ 0.00	None	Term	N/A	
	ed N/A			14/74	
		ans you want (only	) the insura	ance coverag	 je(s) quoted above. If
Ву:					1/1/1911
	N/A				N/A
Ву:	N/A				DOB
	N/A				N/A DOB
Ву:	IN/A				БОВ
	erty Insurance. You ance through any ins				
cover	age deductible may	not exceed \$ _\$5	00		If you get
insura	ance from or through	us you will pay \$	0.00		for
N/A			_of covera	ige.	
This	oremium is calculate	d as follows:			
	\$ 0.00	_Deductible, Collis	sion Cov.	\$ 0.00	
	\$ 0.00	Deductible, Com	prehensive	\$ 0.00	
	Fire-Theft and Com	bined Additional C	ov. \$ 0	.00	
	N/A		\$	0.00	
	lity insurance cove is is not included in				
					6/3/2013
Ву:					Date

N/A

Date

	N/A
By: N/A	Date
Single-Interest	Insurance. You must purchase single-interest insurance as part of
this sale transaction. and no protection und coverage from a com	Single-interest insurance is solely for the protection of our interest, der such insurance exists for your benefit. You may purchase the pany of your choice, reasonably acceptable to us. If you buy the
N/A	ough us, you will pay \$ 0.00 for
19/74	of coverage.
•	g box will not affect the terms under which we will finance and sell f the terms of this Contract, except that the arbitration provision will
You reject the a	rbitration provision of this Contract.
Additional P	rotections
to obtain credit, are terms of the credit o	f the following voluntary protection plans. They are not require not a factor in the credit decision, and are not a factor in the or the related sale of the Vehicle. The voluntary protections will ess you sign and agree to pay the additional cost.
and reviewed a copy	means that you want the described item and that you have receive of the contract(s) for the product(s). If no coverage or charge is a have declined any such coverage we offered.
X Service Contr	act
Term	24 months
Price	\$ <u>1,470.00</u>
Coverage	as per Vehicle Service Contract
Gap Waiver o	r Gap Coverage
Term	N/A
Price	\$ 0.00
Coverage	N/A
N/A	
Term	N/A
Price	\$ 0.00
Coverage	N/A
	6/3/2013
Ву:	Date
- • -	
	N/A
By: N/A	Date

#### Additional Terms of the Sales Agreement

Definitions. "Contract" refers to this Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "our" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the Description of Property section. "Property" means the Vehicle and all other property described in the Description of Property and Additional Protections sections

Purchase of Property. You agree to purchase the Property from us, subject to the terms and conditions of this Contract. Seller will not make any repairs or additions to the Vehicle except as noted in the Description of Property section.

You have been given the opportunity to purchase the Property and described services for the Cash Price or the Total Sale Price. The "Total Sale Price" is the total price of the Property if you buy it over time.

General Terms. The Total Sale Price shown in the Truth-In-Lending Disclosure assumes that all payments will be made as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early.

We do not intend to charge or collect, and you do not agree to pay, any finance charge or fee that is more than the maximum amount permitted for this sale by state or federal law. If you pay a finance charge or fee that exceeds that maximum amount, we will first apply the excess amount to reduce the principal balance and, when the principal has been paid in full, refund any remaining amount to you.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

You agree that the Property will not be used as a dwelling.

**Prepayment.** You may prepay this Contract in full or in part at any time without penalty. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

Returned Payment Charge. If you make any payment required by this Contract that is returned or dishonored, you agree to pay a fee of \$30.00.

Governing Law and Interpretation. This Contract is governed by the law of Tennessee and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

Name and Location. Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

Telephone Monitoring and Calling. From time to time you agree we may monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

Default. You will be in default on this Contract if any one of the following occurs (except as prohibited by law):

- You fail to perform any obligation that you have undertaken in this Contract.
- We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract.

If you default, you agree to pay our costs for collecting amounts owing, including court costs and expenses, including reasonable attorneys' fees, related to repossession, repair, storage and sale of the Property securing this Contract.

If an event of default occurs as to any of you, we may exercise our remedies against any or all of you.

Remedies. If you are in default on this Contract, we have all of the remedies provided by law and this Contract. Those remedies include:

We may require you to immediately pay us, subject to any refund required by law, the remaining unpaid balance of the amount financed, finance charges and all other agreed charges

N/A

Date

N/A

Bv:

- We may pay taxes, assessments, or other liens or make repairs to the Property if you have not done so. We are not required to do so. You will repay us that amount immediately. That amount will earn time price differential from the date we pay it at the post-maturity rate described in the Payment section until paid in full.
- We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- We may immediately take possession of the Property by legal process or self-help, but in doing so we may not breach the peace or unlawfully enter onto your premises.
- We may then sell the Property and apply what we receive as provided by law to our reasonable expenses and then toward what you owe us.
- Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

By choosing any one or more of these remedies, we do not give up our right to later use another remedy. By deciding not to use any remedy, we do not give up our right to consider the event a default if it happens again.

You agree that if any notice is required to be given to you of an intended sale or transfer of the Property, notice is reasonable if mailed to your last known address, as reflected in our records, at least 10 days before the date of the intended sale or transfer (or such other period of time as is required by law).

You agree that we may take possession of personal property left in or on the Property securing this Contract and taken into possession as provided above. You may have a right to recover that property.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

Obligations Independent. Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- You must pay this Contract even if someone else has also signed it.
- We may release any co-buyer or guarantor and you will still be obligated to pay this
- We may release any security and you will still be obligated to pay this Contract.
- If we give up any of our rights, it will not affect your duty to pay this Contract.
- If we extend new credit or renew this Contract, it will not affect your duty to pay this

Warranty. Warranty information is provided to you separately.

#### Security Agreement

Security. To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

Duties Toward Property. By giving us a security interest in the Property, you represent and agree to the following:

- You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- You agree not to remove the Property from the U.S. without our prior written
- You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- You will pay all taxes and assessments on the Property as they become due.
- You will notify us with reasonable promptness of any loss or damage to the Property.
- You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

Agreement to Provide Insurance. You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the Insurance Disclosures section, or as we will otherwise require. You will name us as loss pavee on any such policy. Generally, the loss pavee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as loss payee, or provide us with proof of insurance, we may obtain insurance to protect our interest in the Property. This insurance may include coverages not required of you. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn time price differential from the date paid at the post maturity rate described in the Payment section until paid in full.

Creditor-Placed Insurance Notice. You are giving us a security interest in the Property described in this Contract. You are required to maintain insurance on the Property to protect our interest. If you fail to provide us with evidence of such insurance, you authorize us to place insurance to protect our interest. You will pay for the costs of any creditor-placed insurance.

Gap Waiver or Gap Coverage. In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

#### **Arbitration Provision**

Arbitration Provision, PLEASE READ CAREFULLY! By agreeing to this arbitration provision you are giving up your right to go to court for claims and disputes arising from this Contract:

- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN YOU AND US DECIDED BY ARBITRATION, AND NOT BY A COURT OR BY JURY TRIAL.
- YOU GIVE UP ANY RIGHT THAT YOU MAY HAVE TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS ACTION OR CLASS ARBITRATION AGAINST US IF A DISPUTE IS ARBITRATED.
- IN ARBITRATION, DISCOVERY AND RIGHTS TO APPEAL ARE GENERALLY MORE LIMITED THAN IN A JUDICIAL PROCEEDING, AND OTHER RIGHTS THAT YOU WOULD HAVE IN COURT MAY NOT BE AVAILABLE.

You or we (including any assignee) may elect to resolve any Claim by neutral, binding arbitration and not by a court action. "Claim" means any claim, dispute or controversy between you and us or our employees, agents, successors, assigns or affiliates arising from or relating to:

- the credit application;
- the purchase of the Property;
- the condition of the Property:
- this Contract: 4.
- any insurance, maintenance, service or other contracts you purchased in connection with this Contract; or
- any related transaction, occurrence or relationship.

This includes any Claim based on common or constitutional law, contract, tort, statute, regulation, or other ground. To the extent allowed by law, the validity, scope, and interpretation of this arbitration provision are to be decided by neutral, binding arbitration.

If either party elects to resolve a Claim through arbitration, you and we agree that no trial by jury or other judicial proceeding will take place. Rather, the Claim will be arbitrated on an individual basis, and not on a class or representative basis.

The party electing arbitration may choose any of the following arbitration organizations and its applicable rules, provided it is willing and able to handle the arbitration: American Arbitration Association, 1633 Broadway, Floor 10, New York, NY 10019 (www.adr.org); JAMS, 1920 Main Street, Suite 300, Irvine CA 92614 (www.jamsadr.com); or National Arbitration and Mediation (NAM), 990 Stewart Ave., Garden City, NY 11530 (www.namadr.com). You may get a copy of the applicable rules of these organizations by contacting them or visiting their websites. If the chosen arbitration organization's rules conflict with this arbitration provision, then the terms of this arbitration provision will govern the Claim. If none of these arbitration organizations is willing or able to handle the arbitration, the arbitrator can be selected pursuant to 9 U.S.C. Sections 5 and 6.

The arbitration hearing will be carried out in the federal district where you reside, unless you and we otherwise agree. Or, if you and we consent, the arbitration hearing can be by telephone. In connection with any arbitration, if you so request, we shall advance your filing, administration, service or case management fee, and your arbitrator or hearing fee, up to a total of \$2,500.00. Unless the arbitrator awards them to a party, each party is responsible for the fees of its attorneys, experts, witnesses, and any other fees or costs. including any amount we have advanced.

An arbitrator must be a lawyer with at least ten (10) years experience and familiar with consumer credit law or a retired state or federal court judge. Except as provided below, the arbitration will be by a single arbitrator. In making an award, an arbitrator shall follow governing substantive law and any applicable statute of limitations. The arbitrator will decide any dispute regarding the arbitrability of a Claim. An arbitrator has the authority to order specific performance, compensatory damages, punitive damages, and any other relief allowed by applicable law. An arbitrator's authority to make awards is limited to awards to you or us alone. Furthermore, Claims brought by you against us, or by us against you, may not be joined or consolidated in arbitration with claims brought by or against someone other than you, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

Any arbitration award shall be in writing, shall include a written reasoned opinion, and will be final and binding subject only to any right to appeal under the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1, et seq., except that (i) if a single arbitrator awards you less than \$5,000 you shall be entitled, upon request made within 20 days after the entry of that award, to have the award set aside and the Claim rearbitrated by a panel of three arbitrators, and (ii) if the single arbitrator awards you more than \$100,000 we shall be entitled, upon request made within 20 days after the entry of that award, to have the award set aside and the Claim rearbitrated by a panel of three arbitrators. The party requesting such rearbitration will be required to pay the filing, administration, service or case management fee and the arbitrators and hearing fee, subject to final determination by the arbitration panel. Any court having jurisdiction can enforce a final arbitration award.

You or we can do the following without giving up the right to require arbitration:

- Seek remedies in small claims court for Claims within the small claims court's jurisdiction, or
- Seek judicial provisional remedies.

If a party does not exercise the right to elect arbitration in connection with any particular Claim, that party still can require arbitration in connection with any other Claim.

This arbitration provision survives any (i) termination, payoff, assignment or transfer of this Contract, (ii) any legal proceeding by you or us to collect a debt owed by the other, and (iii) any bankruptcy proceeding in which you or we are the debtor. With but one exception, if any part of this arbitration provision is deemed or found to be unenforceable for any reason, the remainder of this arbitration provision will remain in full force and effect. The one exception is that, if a finding of partial unenforceability would allow arbitration to proceed on a class-wide basis then this arbitration provision will be unenforceable in its entirety.

You and we expressly agree that this arbitration provision is governed by the FAA to the exclusion of any different or inconsistent state or local law.

By signing this Contract you are agreeing to the terms of this arbitration provision, unless you reject it as provided in the next paragraph.

Caution: It is important that you read this arbitration provision thoroughly before you sign this Contract. By signing this Contract, you are acknowledging that you have read and understand this arbitration provision. If you do not understand something in this arbitration provision, do not sign this Contract; instead ask your lawyer. You can reject this arbitration provision by checking the box in the Rejection of Arbitration section of this Contract before you sign this Contract. If you do so, this arbitration provision will not be a part of this Contract, but all the rest of this Contract will continue to be binding and effective.

#### Notices

Note. If the primary use of the Vehicle is non-consumer, this is not a consumer contract, and the following notice does not apply. NOTICE. 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.

If you are buying a used vehicle: 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.

Sí compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de éste contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.

#### Third Party Agreement

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the Description of Property section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

You acknowledge receipt of a completed copy of this Contract.

NOT APPLICABLE

N/A

NOT APPLICABLE

Date

[This area intentionally left blank.]

## Signature Notices

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.

Arbitration. This Contract contains an Arbitration Provision that affects your rights.

Signatures				
are		tire agreement is contained in this Contract. There ng this Contract. Any change to this Contract must us.		
		6/3/2013		
Ву:		Date		
		N/A		
Ву:	N/A	Date		
		N/A		
Ву:	N/A	Date		
Buye	er	6/3/2013		
By:		Date		
		N/A		
By:	N/A	Date		
	N/A	N/A		
Ву:	N/A	Date		
Selle	er			
		6/3/2013		
Ву:		Date		

Assignment. This Contract and Security Agreement is assigned to American Credit			
Acceptance, LLC, P.O. Box 1899			
Spartanburg, SC 29304 , the A	Assignee, phone		
866-202-6916 . This assignment is made under the te	erms of a separate		
agreement made between the Seller and Assignee.  This Assigneecourse.	nment is made with		
Seller			
	6/3/2013		
Ву:	Date		

# DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that yo providing a false statement may result in fines and/or impri	u state the mileage upon transfer of ownership. Failure to complete o sonment.
, ACA Motors (transferor's r	name, print) state that the odometer now reads 100000
(no tenths) miles and to the best of my knowledge that it i	reflects the actual mileage of the vehicle described below, unless one of
the following statements is checked.	
(1) I hereby certify that to the best of my knowledg mechanical limits.	e the odometer reading reflects the amount of mileage in excess of it
$\square$ (2) I hereby certify that the odometer reading is NOT	the actual mileage. WARNING—ODOMETER DISCREPANCY.
Make_TOYOTA	Vehicle Identification Number JTDBT923X81
Model YARIS-4 CYL.	Year 2008
Body Type SEDAN 4D	Date of Statement6/3/2013
ACA Motors	JANE DOE
(Printed Name)	(Printed Name)
TRANSFEROR'S NAME AND ADDRESS	TRANSFEREE'S NAME AND ADDRESS
ACA Motors	JANE DOE
(Printed Name)	(Printed Name)
123 ACA Drive	123 1ST AVE
(Street or Address)	(Street or Address)
GOODLETTSVILLE, TN 37072	SEVIERVILLE, TN 37862
(City) (State) (Zip)	(City) (State) (Zip)

Auto Pay Fax: 866-731-4883



Attn: Auto Pay

961 East Main Street Spartanburg, SC 29302

#### **AUTO PAY – ACH AUTHORIZATION AGREEMENT**

#### STEP 1: Please read and complete this Authorization Agreement

By signing this Authorization Agreement, I authorize American Credit Acceptance, LLC ("ACA") to initiate recurring electronic debit entries in the amount listed below ("Payment Amount") from my account at the financial institution named below ("Bank") on the dates described below, and to apply such funds as payments on my motor vehicle retail installment contract ("Contract") with ACA. In addition, by signing this Authorization Agreement, I understand and agree to the following:

- The Payment Amount listed below does <u>not</u> include any late fees, NSF fees, or other amounts which may become due under my Contract. I authorize ACA to initiate debit entries for amounts including both the Payment Amount and any applicable fees pursuant to the terms of my Contract.
- If I do not indicate a day of the month for the Payment Amount to be debited from my bank account, the payment date will be the monthly payment due date set forth in my Contract, or as modified by an approved Due Date Change Request Form.
- If any payment date falls on a weekend or Federal banking holiday such that ACA is unable to process the debit entry, my payment will be posted to my account with ACA on the next business day.
- If ACA becomes aware of any erroneous debit entries, ACA will initiate transactions to correct the errors.
- If any debit entry is dishonored or returned unpaid by my Bank for any reason, I authorize ACA to resubmit the debit entry up to two additional times within the next 30 days, and I acknowledge that ACA may charge a return item fee and/or late charge to my ACA account, to the extent allowed by law and/or my Contract. I also acknowledge that my Bank may impose its own additional fees according to my account agreement with my Bank.
- If my bank account information changes at any time, I shall immediately notify ACA of such change.
- The origination of ACH transactions (debit entries) to my account must comply with and will be governed by the provisions of applicable law(s) and rules of the National Automated Clearing House Association.
- ACA's authority to draft the automatic payments will remain in full force and effect until one of the following occurs:
  - 1. I provide ACA notice to the address below 7 days prior to the original scheduled payment date of my wish to change the scheduled payment date, such as by submitting a Due Date Change Request Form;
  - 2. I provide written notice to ACA at the address below of my intent to revoke this Authorization no less than 7 business days prior to the next scheduled withdrawal date:
  - 3. I am notified by ACA of its intent to discontinue receiving payment from me in this manner for any reason; or
  - 4. All amounts owed to ACA under my Contract are paid in full.
- I understand that this Authorization is PURELY VOLUNTARY and is not a condition to ACA's extension of credit. I agree not to dispute any debit entry made in accordance with the terms of this Authorization Agreement.

Borrower Name: JANE DOE	Co-Borrower Name: N/A
Address: 123 1ST AVE	ACA Account #:
City/State/Zip: SEVIERVILLE, TN 37862	Phone: 865-456-7890 Date: 6/3/2013
Anyone else whose signature is required to withdraw funds from this	is checking/savings account must sign below:
Name:	Signature:
	John Jones   123456789
	9 digit Account Check' Routing Number Number Number (1-17 digits) (do not include)
Type of Account: Checking (A voided check must be attached to this form for auth Savings (A voided withdrawal slip must be attached to this form	
STEP 3: Please submit completed form and documentation to:  American Credit Acceptance	If you have any questions or are interested in making payments

with a Visa Debit Card, MasterCard Credit or Debit Card, or Discover Card, please call us at (866) 544-3430 for further information.

### **Buyer's Order**

Dealer/Seller Name and Address

**ACA Motors** 123 ACA Drive

GOODLETTSVILLE, TN 37072

Buyer/Co-Buyer Name(s) and Address(es)

JANE DOE **123 1ST AVE** SEVIERVILLE, TN

37862 865-456-7890

6/3/2013 Date Stock No.

App No. 569191 Contract No. 237732 Salesperson

## Vehicle Information □ New ■ Used □ Demo Year 2008 Lic. No. Make TOYOTA Odometer Reading 100000 Model YARIS-4 CYL. Color N/A Body Style SEDAN 4D

VIN JTDBT923X81	
Other N/A	
N/A	
Insurance Information	on
	urance on the motor vehicle.
Insurance Company	
Policy No.	
2 FR-7 25-1	
Trade-In Informati	on
Trade-in 1	
Year	Lic. No.
Make	<b>Odometer Reading</b>
Model	Color
Body Style	
VIN	
Lienholder Name	
Address	
Phone	Payoff
Payoff good through	
Approved	
Trade-in 2	
Year	Lic. No.
Make	Odometer Reading
Model	Color
Body Style	
VIN	
Lienholder Name	
Address	
Phone	Payoff
Payoff good through	
Approved	

Itemization of Sale		
Vehicle Sales Price	\$	10,000.00
2. Sales Tax	\$	12020
3. Subtotal (Add lines 1+2)	\$	10,000.00
Title, License & Other Fees	33.0	10,000.00
4. Title Fee	\$	10.00
5. License Fee	\$	
6. Notary Fee	\$	299.00
7. N/A	\$	0.00
8. N/A	\$	0.00
9. N/A		0.00
10. N/A	\$	0.00
11. N/A	\$	0.00
12. N/A	\$	0.00
13. N/A	\$	0.00
14. N/A	\$	0.00
15. Total Other Fees	\$	359.00
(Add lines 4 through 14)		
Additional Products		
16. Value Guard for Vehicle Service Contract	27.50	2001 C 700
17. <u>N/A</u>	\$	0.00
18. <u>N/A</u>	\$	
19. <u>N/A</u>	200	0.00
20. N/A	3.00	0.00
21. N/A		0.00
22. N/A	\$	
23. <u>N/A</u>	\$	0.00
24. Total Products (Add lines 16 through 23)	\$	1,470.00
25. Cash Sale Price (Add lines 3+15+24)	\$	11,829.00
26. Trade-in Allowance	\$	0.00
27. Less Payoff	\$	0.00
28. Net Trade Allowance (Line 26-27)	\$	0.00
29. Cash Down Payment	\$	2,000.00
30. Deferred Down Payment	\$	0.00
31. Total Down Payment (Line 28 + 29 + 30)	\$	2,000.00
32. Total Balance Due (Line 25-31)	\$	9,829.00

#### Additional Terms

**Definitions.** Contract refers to this Buyer's Order. The pronouns you and your refer to each Buyer signing this Contract. The pronouns we, us and our refer to the Dealer/Seller. Vehicle means the motor vehicle described in the Vehicle Information section. Trade-in Vehicle(s) refers to the vehicle described in the Trade-in Information section that is being traded to the Dealer/Seller as part of this transaction. Manufacturer refers to the entity that manufactured the Vehicle.

Agreement to Purchase. You agree to buy the Vehicle from us for the price stated in this Contract. You agree to sign any documents necessary to complete this transaction. Unless you have cancelled this Contract under the condition described in the *Manufacturer* section, if you refuse to take delivery of the Vehicle, we can keep any deposits you have made to us, and you will be liable to us for all of our damages and expenses in connection herewith, including but not limited to reasonable attorneys' fees.

You represent that you are of legal age and have legal capacity to enter into this Contract.

Manufacturer. We are not an agent of the Manufacturer. Manufacturer can change the price, design or standard features of the Vehicle at any time without notice. If we cannot obtain the Vehicle from the Manufacturer at the price in effect as of the date of this Contract, or if we cannot obtain the agreed upon product from the Manufacturer, you or we can cancel this Contract.

If you cancel this Contract under the terms of this section, we will refund to you any amounts you have paid to us. If you have delivered a Trade-in Vehicle to us, we will return it to you. If we have already sold the Trade-in Vehicle, we will pay you the trade-in allowance after adjusting for any payoff to a lienholder.

**Insurance.** The insurance information you have given us is accurate.

Trade-in Vehicle. You will transfer title to the Trade-in Vehicle to us free of all liens except those noted on this Contract. You give permission to us to contact the lienholder(s) for payoff information. If the payoff information that we obtain from the lienholder(s) differs from the amount disclosed in this Contract, you agree to pay the difference to us if the actual amount of the balance owed is greater than the amount listed in this Contract. If the actual amount of the balance owed is less than the amount listed in this Contract, then we will pay you the difference.

If you do not deliver the Trade-in Vehicle to us at the time of the initial appraisal, we may reappraise the Trade-in Vehicle when it is delivered to us. If the reappraised value is lower than the original appraisal, you can cancel this transaction as long as you have not taken delivery of the Vehicle.

You represent that (a) you are the sole true and lawful owner of the Trade-in Vehicle, (b) the Trade-in Vehicle has never been titled under any state or federal "brand" such as "defective," "rebuilt," "salvage," "flood," etc., (c) the mileage of the Trade-in Vehicle shown in this Contract is the actual mileage of the Trade-in Vehicle, (d) all emission control equipment is on the Trade-in Vehicle and is in satisfactory working order, and (e) the Trade-in Vehicle has not been damaged by collision or other event and repaired. If any of these representations are not true, we may elect to cancel the transaction. We may also choose to reappraise the Trade-in Vehicle and adjust the Total Balance Due instead of cancelling the transaction. You agree to immediately pay us the difference.

Retail Installment Contract. In the event that you and we enter into a retail installment contract for the financing of the purchase of the Vehicle, the terms of the retail installment contract will control any inconsistencies between this Contract and the retail installment contract.

Vehicle Inspection. You are purchasing the Vehicle based upon your personal inspection, and are not relying upon any opinion, statement, promise or representation of the salesperson, or any other of our employees that is not contained in the written agreements you are signing today.

Vehicle Condition. You understand that the Vehicle may have sustained prior body damage and may have undergone prior mechanical repairs during or after its manufacture, during or after transit to us or while in the possession of prior owners or operators.

#### Warranty Information

Warranty. We make no express or implied warranties. Except as required by law, we make no implied warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose. We sell the Vehicle AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED, WITH ALL FAULTS.

If this is a new Vehicle, the Vehicle is subject to a standard written manufacturer's warranty. This warranty is made by the manufacturer and not by us.

Used Car Buyer Notice. If you are buying a used vehicle, 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.

Guía para compradors de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

#### **Notices**

 $\square$  You understand that the balance owed on the Trade-in exceeds the Trade-in Allowance and that as a result the Total Balance Due has been increased by this \$ 0.00 of negative equity.

#### Signatures

This agreement is not binding upon the Dealer\Seller until it is signed by an authorized representative of the Dealer\Seller.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it. This is the complete agreement; there are no other written or oral agreements.

there are no other written or oral agreements.	
$\square$ A separate Arbitration Agreement is a part of this Co	ontract.
6/	3/2013
	Date
	N/A
N/A	Date
	N/A
N/A	Date
6/	3/2013
-	Date

## Agreement to Provide Insurance

Seller\Lessor (Name and Address) ACA Motors 123 ACA Drive GOODLETTSVILLE, TN 37072 Buyer\Lessor (Name(s) and Address(es)
JANE DOE
123 1ST AVE
SEVIERVILLE, TN 37862

Transaction No. 569191

Date 6/3/2013

#### Insurance Requirements

Acknowledgment of Insurance Requirements. You have entered into a transaction with the Seller\Dealer that requires you to keep the collateral associated with the transaction insured. Your transaction documents contain the details of the insurance requirements. You agree that the Seller\Lessor (or its Assignee) has the authority to contact the insurance company for any issues related to the insurance coverage for this transaction.

U	Coverage						

Loss Payee (Name and Address) American Credit Acceptance, LLC P.O. Box 3487 Coppell, TX 75019

#### Vehicle Description

Year 2008
Make TOYOTA
Model YARIS-4 CYL.
VIN JTDBT923X81

2008 TOYOTA YARIS-4 CYL.

#### Signatures

By signing below, you acknowledge receipt of a copy of this Agreement to Provide Insurance.

Х	6/3/2013
	Date

X	N/A
N/A	Date

## **Insurance Company and Agent**



Insurance Agent (Name, Address and Phone)



## **Funding Checklist**

Toll Free: 866-202-6916 Fax: 866-740-0572

Applic	eation Number:	Dealership: ACA	Dealership: ACA Motors						
Buyer:	JANE DOE	Co-Buyer: <u>N/A</u>	Co-Buyer: N/A						
ocumer re not c lease co If yo	nts will be placed on hold and verifical corrected within 5days the package with the package with the checklist, staple to funding the have any questions, please contact of	tion delayed. Verifications will resume one ll be returned.  g packet and mail the packet to: America Attn: Funt funding team at:							
	) 202-6916 or funding@acacceptanc	Spartant	ourg, SC 29302						
#	Required Documents		ed Document Notes  oresent; Names on legal documents must match the						
	acieu structure must match approvat; Att as it appears on the driver's license.	signatures for Buyers(s) and Setter must be p	resent; Names on legal documents must match the						
1	ACA Funding Checklist	This form completed and signed by deal	er representative preparing funding packet						
2	Approval Form	Copy of approval callback							
3	Retail Installment Contract	Original required; must be assigned to A							
	Retail Installment Contract		rred down payments will be returned immediately.						
4	Notice to Co-signer (if applicable)	Federal Notice to Co-signer required in State Specific Notice to Co-signer – CA Explanation of Guarantor's Obligation /	, IL, IA, NY, SC, TX						
5	Bookout Sheet	Accurately reflecting all vehicle options							
6	Buyer's Order / Bill of Sale	Copy must be signed by all buyers							
7	Title Application / Proof of Title	American Credit Acceptance LLC, PO Box 1899, Spartanburg, SC 29304							
8	Odometer Disclosure	Odometer reading as verified on disclosure must be consistent on all applicable documents							
9	Credit Application	Required to be completed by each applicant, must be original, completed, and signed							
10	Ancillary Contracts (if applicable)	Original document; i.e., ValueGuard Ser	rvice Contract, GAP						
11	Driver's License	Valid copy of license required for each a	* *						
12	Proof of Income	W-2 employee: One recent computer generated pay stub within 30 days of contract 1099 employee: Six most consecutive months complete personal bank statements Fixed income employee: Proof of eligibility (Award / Benefits letter) and Proof of rec (Complete bank statements or copies of cancelled checks or state / federal statements reflect payment for the most recent consecutive three months of receipt) Military: Leave and Earnings Statement ("LES")							
13	Proof of Residence	Two documents within 30 days of con	tract date matching the contracted applicant name and ment / credit card statement / valid driver's license						
14	Direct Landlord Contact		CHASE						
	Required for all non-homeowners		N/A						
15	Proof of Insurance / Agreement to Provide Insurance	Insurance Binder / Declaration page listing contracted vehicle with Loss Payee:  American Credit Acceptance, LLC PO Box 3487 Coppell, TX 75019							
16	Reference Sheet		onship, address and unique contact number for each						
17	ACH Authorization Form		ompletely and accurately with the funding checklist						
Renre	sentative from dealership who prep	ared funding nackage:	-						
Copic	The second desires in preparation of the preparatio								
Deal	ership Phone Number: 615-851-0845								

## **VEHICLE BOOKOUT SHEET**

Book Source: N.A.D.A. Official Used Car Guide	Region: TN	Date: 6/3/2013		
VIN: JTDBT923X81	Mileage: 100000	MSRP: \$12,175		
Vehicle Description: 2008 TOYOTA YARIS-4 CYL. SEDAN 4D				

	Trade In	Retail	Loan	Average Trade In	Rough Trade In	
Base Values:	\$7,700	\$9,975	\$6,950	\$6,925	\$5,950	
Mileage Adjustments:	\$-875	\$-875	\$-875	\$-875	\$-875	
Accessory Adjustments:	\$0	\$0	\$0	\$0	\$0	
Final Values:	\$6,825	5 \$9,100 \$6,075		\$6,050	\$5,075	

By signing below, I hereby attest and affirm that the vehicle listed above contains all the accessories and options listed above and neither I, nor anyone at my dealership has misrepresented the options and accessories on the vehicle for the purposes of inflating the book value of the vehicle.

Dealer: ACA Moto	ors	

## **Retail Motor Vehicle Credit Application**

Credit Sale	☐ Lea	se			Applica	tion	Number: 5	569191 Date: 6/3/2013										
Creditor Name	itor Name and Address: ACA Motors 123 ACA Drive GOODLETTSVILLE, TN 37072																	
TYPE OF CREDIT REQUESTED:																		
Business The words "you companies to wl IMPORTANT asked several qu	ı" and "yoı hich your a APPLICA	ar" ref applica NT I	fer to each ation is sub <b>NFORM</b> A	perso bmitted ATION	n or busind. The wo	ness ords il lav	submitting t "married" a v requires f	this applic and "spous inancial c	ation. The wation include re companies to	egistered obtain s	d dome	stic p	partners of formation	r civil to ve	union whe	ere applic identity.	able. You m	av be
information. Complete <b>JOIN</b>	T APPLI	CAN	Γ'S section	n only	if applica	ation	is for joint	credit.										
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PRINT FULL NAM	ME				DOB		1/1/1011		PRINT FULL	NAME					DOB			
SSN/TAXID 123-45-6789			ET ADDRES				1/1/1911	APT#	SSN/TAXID			STRE	EET ADDRE	SS				APT#
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865-456-7890	0					\$300	0.00											
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						Ц,												
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SECONDARY EM	PLOYER NA	ME (if	applicable)	SECO	NDARY EN	/IPLO	YER ADDRES	SS	SECONDARY EMPLOYER NAME (if applicable) SECONDARY EMPLOYER ADDRESS						SS			
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OTHER INCOM	ME NOTE:	*																
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* Alimony, child s requested credit as		separat	e maintenan	nce inco	omes do no	t hav	e to be reveal	led unless t	ne applicant w	ishes to h	ave suc	h sou	rces consid	ered as	a basis for	repaymer	t of the	
Signature	es																	
You certify that		nation	given abov	ve is t	rue and c	omp	lete. We wil	ll rely, in	part, on this	informa	ation to	eval	uate your	eligib	ility for cı	edit. Yo	autho:	rize us
to submit this ar	pplication	and an	y other do	cumer	nts pertair	ning	to this propo	osed trans	action to the	followi	ng fina	ncial	company	(ies):				
AMERICA	AN CH	ED	II ACC	JEF	TANC	<b>/</b> E	, LLC											
You authorize the								informatio	on they want	in order	to vei	ify i	nformation	relat	ed to this	credit ap	olicatio	n,
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#### **Notices**

Notice to applicants or other parties subject to the laws of *CALIFORNIA*: APPLICANT, IF MARRIED, MAY APPLY FOR A SEPARATE ACCOUNT. Notice to applicants or other parties subject to the laws of *NEW HAMPSHIRE*: IF THIS IS AN APPLICATION FOR A BALLOON RETAIL SALES CONTRACT, APPLICANTS ARE ENTITLED, UPON REQUEST, TO RECEIVE A WRITTEN ESTIMATE OF THE MONTHLY PAYMENT FOR A BALLOON PAYMENT REFINANCING IN ACCORDANCE WITH THE CREDITOR'S CURRENT REFINANCING PROGRAMS PRIOR TO ENTERING INTO A BALLOON CONTRACT.

Notice to applicants or other parties subject to the laws of *OHIO*: OHIO LAWS AGAINST DISCRIMINATION REQUIRE THAT ALL CREDITORS MAKE CREDIT EQUALLY AVAILABLE TO ALL CREDIT-WORTHY CUSTOMERS, AND THAT CREDIT REPORTING AGENCIES MAINTAIN SEPARATE CREDIT HISTORIES ON EACH INDIVIDUAL UPON REQUEST. THE OHIO CIVIL RIGHTS COMMISSION ADMINISTERS COMPLIANCE WITH THIS LAW.

Notice to applicants or other parties subject to the laws of WISCONSIN: MARITAL PROPERTY AGREEMENT NOTICE: No provision of any marital property agreement, unilateral statement under Wisconsin Statutes Section 766.59 or court decree under Wisconsin Statutes Section 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

he adverse provision when the obligation to the creditor is incurred.
e following is for Wisconsin residents only:
Applicant is $\square$ married $\square$ unmarried (includes single, divorced or widowed) $\square$ separated.
If married or separated, and Applicant's spouse is not a joint applicant, such spouse's name is and address is
Waiver of Notice by Non-Joint Applicant Spouse: I agree to waive notice of any extension of credit in connection with this application.
Signature of Non-Joint Applicant Spouse Date
L APPLICANTS: IMPORTANT APPLICANT INFORMATION  If a unthorize us to obtain consumer credit reports from time as we want, for any legitimate purpose, in connection with the transaction that is proposed by application or any future update, renewal, or extension of that transaction. Upon request, you will be informed whether or not a consumer report was ordered. The report was requested, you will be informed of the name and address of the consumer credit reporting agency that furnished the report. We may keep this elication whether or not it is approved. You authorize us to check your credit and employment history and to answer questions others may ask us about your dit record with us.
a agree that your telephone communications with us and any financial company that reviews this credit application may be monitored and/or recorded to assure quality of service. You give your consent to receive calls and text messages from the creditor or its third party debt collector at any number you have given us, luding calls and messages made using an autodialer or prerecorded message. You agree that we can send disclosures or other communications to you ctronically at the e-mail address you have given us.  signing below you acknowledge you have read the applicable notices on this page and agree to the terms of the ALL APPLICANTS: IMPORTANT PLICANT INFORMATION section.
6/3/2013
0/3/2013

Date

Date

Landlord/Mortgage CHASE	
Address 123 1ST AVE, SEVIERVILLE, TN 37862	
	I
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