

Dealer Number:	Contract Number:	R.O.S. Number:	Stock Number:
Buyer (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 "your" and "you" 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 the front and back of 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 OTHER SIDE FOR ADDITIONAL TERMS AND AGREEMENTS.**

**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 downpayment of \$ _____
\$ _____	\$ _____ (e)	\$ _____	\$ _____ (e)	is \$ _____ (e)

**B. YOUR PAYMENT SCHEDULE WILL BE:**

Number of Payments:	Amount of Payments:	When Payments Are Due
On Payment Of _____	_____	_____
On Payment Of _____	_____	_____
Payments _____	_____	Monthly, beginning _____
One Final Payment _____	_____	_____

**C. SECURITY**

**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 the back of this contract document for any information about nonpayment, default, any required repayment in full before the scheduled date and prepayment minimum finance charge. **(e) MEANS AN ESTIMATE**

**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(not a governmental fee).... \$ \_\_\_\_\_ (B)

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. Optional 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)

B. Registration/Transfer/Titling Fees ..... \$ \_\_\_\_\_ (B)

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). (Indicate if a negative number).... \$ \_\_\_\_\_ (C)

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.

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

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

**Page 1 of 2 ----- Continued on Next Pages**

**MIKE'S AUTO SALES - SIMPLE INTEREST MOTOR VEHICLE CONTRACT AND SECURITY AGREEMENT CONTINUED - PAGE 2 OF 4**

NOTICES: 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.

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.

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.

Premium  
 \$ \_\_\_\_\_ DED., COMP, FIRE & THEFT \_\_\_\_\_ Mos. \$ \_\_\_\_\_  
 \$ \_\_\_\_\_ DEDUCTIBLE COLLISION \_\_\_\_\_ Mos. \$ \_\_\_\_\_  
 BODILY INJURY \$ \_\_\_\_\_ LIMITS \_\_\_\_\_ Mos. \$ \_\_\_\_\_  
 PROPERTY DAMAGE \$ \_\_\_\_\_ LIMITS \_\_\_\_\_ Mos. \$ \_\_\_\_\_  
 MEDICAL \_\_\_\_\_ Mos. \$ \_\_\_\_\_

TOTAL VEHICLE INSURANCE PREMIUMS \$ \_\_\_\_\_ (a)

The foregoing declarations are hereby acknowledged.

X \_\_\_\_\_ X \_\_\_\_\_  
 SELLER BUYER

**OPTIONAL CREDIT & DISABILITY INSURANCE AUTHORIZATION AND APPLICATION**

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.

CREDIT LIFE \_\_\_\_\_ Mos. Premium \$ \_\_\_\_\_  
 JOINT LIFE \_\_\_\_\_ Mos. Premium \$ \_\_\_\_\_  
 CREDIT DISABILITY \_\_\_\_\_ Mos. Premium \$ \_\_\_\_\_  
 TOTAL CREDIT INSURANCE PREMIUMS \$ \_\_\_\_\_ (b)

Company \_\_\_\_\_  
 You Want Credit Life Insurance You want Joint Credit Life Insurance  
 You want Credit Disability Insurance (Primary Buyer Only)

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 65th birthday. (2) You are eligible for disability insurance only if you are working or wages or profit 30 hours a week or more on the Effective Date. (3) Only the primary buyer is eligible for disability insurance.

**DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS** (refer to "Total Disabilities Not Covered" in your policy or certificate for details). **By signing below, you agree to buy credit insurance**

X \_\_\_\_\_  
 DATE PRIMARY BUYER AGE \_\_\_\_\_  
 X \_\_\_\_\_  
 DATE CO-BUYER AGE \_\_\_\_\_

**TITLE TRANSFER FEES** (Not Financed): The Buyer will pay the estimated fee(s) of \$ \_\_\_\_\_ to the appropriate public authority in order to transfer registration after payment in full.

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

**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) above. Company \_\_\_\_\_ Term \_\_\_\_\_ Months Buyer X \_\_\_\_\_ Co-Buyer X \_\_\_\_\_

**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 is described in (6D) above.

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

**SERVICE CONTRACT** (Optional) You request a service contract written with the following company for the term below. The cost is shown on line 1 H in Itemization of Amount Financed.  
 Company \_\_\_\_\_ Term \_\_\_\_\_ Mos. Or \_\_\_\_\_ Miles  
 Company \_\_\_\_\_ Term \_\_\_\_\_ Mos. Or \_\_\_\_\_ Miles  
 Company \_\_\_\_\_ Term \_\_\_\_\_ Mos. Or \_\_\_\_\_ Miles  
 Buyer X \_\_\_\_\_ Co-Buyer X \_\_\_\_\_

**DISCLOSURE OF AUTO BROKER FEE**  
 A BROKERAGE FEE was \_\_\_\_\_ was not \_\_\_\_\_ PAID  
 To (name) \_\_\_\_\_

**NOTICE OF RECISSION RIGHTS**  
 If Buyer signs here, the provisions on the reverse side shall be applicable to this contract.

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

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

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

**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 \_\_\_\_\_

**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" on the back of this contract, 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 \_\_\_\_\_

## OTHER IMPORTANT AGREEMENTS

## 1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Creditor - Seller may receive part of the Finance Charge.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these change before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1000, (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.

## 2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

**GAP LIABILITY NOTICE**

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. **THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT.** An optional gap contract (debt cancellation contract) for coverage of the gap amount may be offered for an additional charge.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**  
You give us a security interest in:
  - The vehicle and all parts or goods installed on it;
  - All money or goods received (proceeds) for the Vehicle.
  - All insurance, maintenance, service, or other contracts we financed for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle.
- d. **Insurance you must have on the vehicle.**  
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our

interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge equal to the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

## 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract.  
Default means:
  - You do not pay any payment on time;
  - You start a proceeding in bankruptcy or one is started against you or your property;
  - The vehicle is lost, damaged or destroyed; or
  - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on the face of this contract, not to exceed the highest rate permitted by law, until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts.

If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. **WARRANTIES SELLER DISCLAIMS**

**If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.**

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. **Used Car Buyers 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.**

**Spanish Translation: Guia para compradores de vehiculos usados. La informacion que ve en el formulario de la ventanilla para este vehiculo forma parte del presente contrato. La informacion del formulario de la ventanilla deja sin efecto toda disposicion en contrario contenida en el contrato de venta.**

6. **Applicable Law**

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

7. **Warranties of Buyer**

You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

**CREDIT DISABILITY INSURANCE NOTICE CLAIM PROCEDURE**

If you become disabled, you must tell us right away. (You are advised 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 as the location where we would like

to be notified.) We will tell you where to get claim forms. You must 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 missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON 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 any money due and owing us or are otherwise in default when you disability claim is made or if senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on 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 the 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 in 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.

**Seller's Right to Cancel**

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

**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.**

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Seller assigns its interest in this contract to

(Assignee) at (address)  
under the terms of Seller's agreement(s) with Assignee

Assigned with recourse

Assigned without recourse

Assigned with limited recourse

Seller:

By:

Title: