



DEALER AGREEMENT

585 Molly Lane

P.O. Box 1517

Woodstock, GA 30189

Tel: (678) 213-5626 / Toll Free: (855) 709-3305

Fax: (678) 213-5627

www.AmericanMotorCredit.com



DEALER AGREEMENT

This Agreement, is made as of the ____ day of _____, 20____ ("Effective Date") by and between American Motor Credit, LLC, (herein referred to as "AMC"), located at 585 Molly Lane, Woodstock, Georgia 30189 and _____ (herein referred to as "Dealer").

WHEREAS, Dealer is in the business of selling new and/or used motor vehicles in the ordinary course of business, and in doing so, Dealer arranges financing for the purchase of such new and/or used motor vehicles by the Dealer's customer (hereinafter the "Buyer"); and

WHEREAS, AMC wishes to purchase, from time to time and in its sole discretion, from Dealer and Dealer wishes to sell certain retail installment contracts ("Contract, or collectively, "Contracts") entered into by Dealer and Buyer in the course of financing such new and/or used motor vehicles;

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, and for other good and valuable consideration, AMC and Dealer (collectively "Parties" each of whom may be referred to individually as a "Party") agree as follows:

1. GENERAL PROCEDURES:

- 1.1. With respect to any Contract that Dealer offers for sale to AMC under this Agreement, Dealer shall have first made the motor vehicle that is the subject of the Contract ("Motor Vehicle") available to AMC for inspection and valuation. After such inspection, AMC shall in its sole discretion determine whether the inspected vehicle fits within AMC's underwriting guidelines and establish the value of the vehicle for purposes of financing the Dealer's sale of the vehicle.
- 1.2. For each Contract, Dealer shall require any prospective Buyer of the Motor Vehicle to complete an application on a form approved by AMC. Dealer shall transmit such Application to AMC, together with a credit bureau report and statement of the terms of the proposed Contract, as well as such other information and materials as AMC may require at its sole discretion. Each submittal shall be Dealer's offer to sell the proposed Contract to AMC.
- 1.3. Dealer shall deliver each original application to AMC at its office in Woodstock, Georgia. In the event AMC agrees to purchase a submitted application, it shall notify Dealer by written confirmation ("Confirmation"), setting forth the material terms of the Contract as approved for purchase by AMC. AMC shall have the sole and exclusive right to approve or disapprove the purchase of any proposed Contract and shall have complete discretion with respect hereto. Dealer

acknowledges that AMC shall incur no obligation to Dealer until AMC has issued a Confirmation.

- 1.4. AMC shall purchase each Contract for which it issues a Confirmation when and if: (i) Dealer and Buyer execute a Contract in accordance with the terms of the Confirmation on a form approved by AMC; (ii) the Contract and all other documents AMC requires are submitted to AMC within fifteen (15) calendar days after AMC issues the confirmation, and (iii) there is no default under this Agreement or under the Contract at the time that events (i) and (ii) are satisfied. If any term or condition contained in the Contract contradicts or differs from this Agreement, this Agreement shall control.
- 1.5. Payments from Buyer. After purchase of a Contract by AMC, Dealer shall forward to AMC any payments received by Dealer on the Contract from the Buyer within twenty four (24) hours of receipt. Dealer will not make any payments on behalf of the Buyer.
- 1.6. AMC reserves the right to make any check or draft jointly payable to Dealer and any third party who sold the Motor Vehicle to the Dealer and holds a security interest in the Motor Vehicle inventory of the dealer.

2. ADDITIONAL PRODUCTS AND SERVICES

- 2.1. Defined. Additional Products and Services (APS), shall mean vehicle service contracts and GAP contracts.
- 2.2. Acceptability of APS. As may be limited by applicable law, AMC will purchase a contract containing an APS that has been sold and financed by the Dealer provided that AMC has approved the form and administrator or underwriter of the APS.
- 2.3. Cancellation of APS. If APS has been sold by the Dealer and financed in a Contract purchased by AMC, Dealer agrees that such APS shall be cancelable upon demand by Buyer. Upon such cancellation, Dealer shall immediately notify AMC that the APS has been cancelled by the Buyer. Dealer further agrees that any such APS may be cancelable by AMC or by operation of law. Upon cancellation, Buyer shall be entitled to a refund of the unearned portion of the cash price of the APS as provided by the APS contract, or as may be otherwise required by law, whichever is greater. As between AMC and Dealer, Dealer agrees to pay to AMC as appropriate, any refund due to Buyer under the terms of the APS Contract. AMC will forward the refund to Buyer, or apply to the outstanding balance of the Contract, as appropriate. Dealer's liability under this section shall be limited to the amount Dealer collected and retained or otherwise received, directly or indirectly, in connection with the sale of the APS which is determined by the foregoing standards to be subject to refund. Dealer shall remit this portion of the refund and any portion of the Buyer's refund received by the Dealer to AMC, if required by law, within 15 days of cancellation and as directed by AMC. Such refund may, if so provided in the related Contract, be subject to a security interest of AMC therein.

3. PURCHASE AN ASSIGNMENT OF CONTRACT

- 3.1. For informational purposes, attached hereto as Exhibit A, is a copy of AMC's current underwriting guidelines. AMC may without prior notice change such criteria at any time and from time to time, and may decline to purchase a contract even if the prospective Buyer and transaction conform to the underwriting criteria in effect at the time it is offered to AMC. AMC will use good faith efforts to advise Dealer of significant changes in the underwriting criteria from time to time, but shall not be liable for failure to do so.
- 3.2. The original executed Contract shall be assigned to AMC by Dealer and shall be delivered to AMC, together with evidence of title to the Motor Vehicle naming AMC as lien holder, and all other related documents as AMC may require.
- 3.3. The purchase price of each Contract purchased by AMC shall be a specified amount not to exceed the unpaid balance of the Contract, exclusive of financing charges included therein. The purchase price shall be paid to or on behalf of Dealer by check or electronic funds transfer when the Contract is purchased, and thereupon all of the Dealer's rights under and interest in and to, the Contract shall pass to AMC.

4. DEALER'S REPRESENTATIONS AND WARRANTIES

- 4.1. Each and every warranty and representation set forth in this Agreement, including but not limited to this paragraph, is essential and integral to the terms of this Agreement.
- 4.2. Dealer is a _____
(insert corporation, partnership or limited liability company) duly organized, validly existing and in good standing under the laws of the state where it was organized and is duly qualified and licensed, where necessary, to conduct its business and is in good standing under the laws of each jurisdiction where the conduct of its business requires such qualification and has obtained the necessary shareholder's ratification of the making of the Agreement.
- 4.3. The execution, delivery and performance of this Agreement will not violate any provisions of any existing law, regulation, any order or decree of any court or government instrumentality, any certificate, agreements or other documents pursuant to which Dealer is a party or by which it or any of its property is or may be bound and will not result in the creation or imposition of any lien, charge or encumbrance on, or any security interest in any of its properties, except as provided in such Contract or this Agreement.
- 4.4. The Contract is valid and binding, enforceable in accordance with its terms and is the sole Contract for the Motor Vehicle; the Contract is the original, duly executed by the Buyer; the Buyer is not a minor and has legal capacity to contract.
- 4.5. The Motor Vehicle has been delivered to and accepted by the Buyer in good and operable condition, free of physical and/or mechanical defects; provided further that any mechanical defect which

effects the operation or safety of the vehicle that appears within thirty (30) days and is reported to either Dealer or AMC shall be repaired by Dealer without cost to the Buyer or AMC.

- 4.6. Each Contract contains the entire Agreement between and Dealer and the Buyer and neither Dealer nor any of Dealer's agents or employees has made any written or oral promise, warranty, or representation not set forth in the Contract.
- 4.7. Dealer's right and title to the Motor Vehicle and its interest therein and in the Contract, is free and clear of any liens, encumbrances, security interest and other claims of any kind by any third party, exclusive of the rights of the Buyer as provided therein. Dealer has the right to sell and assign the Contract; and there are no defenses, counterclaims, offsets of the Buyer or other facts or circumstances that would impair the validity, value, or enforceability of Contract against the Buyer according to its terms.
- 4.8. Buyer has obtained insurance coverage as required by the Contract, and AMC has been named therein as loss payee prior to delivery of the Motor Vehicle. It shall be the Dealer's responsibility to verify that such insurance is in effect, to submit with the Contract evidence of such insurance and to submit with the Contract an agreement to provide insurance, executed by the Buyer.
- 4.9. Dealer has complied with all applicable federal, state and local laws and regulations in the creation and documentation of the Contract and the sale and delivery of the Motor Vehicle.
- 4.10. Dealer agrees to obtain the down payment specified in the Contract from the Buyer prior to Contract execution and delivery of the Motor Vehicle. Dealer shall not make a loan or cash rebate to the Buyer, or assist the Buyer in obtaining a loan from any third party, to be used as a part of all or such down payment or any other payment on the Contract. Should the down payment be in the form of a check, the Dealer shall verify that the check represents good funds prior to submitting the Contract to AMC.
- 4.11. Dealer has title to the Motor Vehicle and has registered the Motor Vehicle in the Buyer's name, or has made application therefore, as required by state law. Dealer warrants that it will take all steps necessary to ensure that AMC will have a properly perfected security interest in the vehicle prior to all other security interest and deliver to AMC a new title certificate for the Motor Vehicle financed by such Contract naming AMC as first lien holder within thirty (30) days calendar days after AMC issues the payment to the Dealer.
- 4.12. Dealer warrants that the descriptions of the new and/or used vehicles and any additional accessories and equipment are in all respects true, accurate and complete.
- 4.13. Dealer warrants that it does not know of any fact or situation indicating the uncollectibility by AMC of any Contract. This includes but is not limited to uncollectibility or default due to fraud, deception or misrepresentation of any type. Dealer additionally warrants and agrees

to repurchase any Contract and compensate AMC for any related damages resulting from any transaction later determined to be the result of fraud or deception involving any application submission or Contract purchase.

- 4.14. Dealer warrants that the vehicles, APS, and any other applicable options are accurately described in each Contract. Dealer further warrants that the title to the vehicle does not indicate that: 1) it is a salvaged vehicle, 2) the odometer has been rolled back, 3) the vehicle has had significant flood damage or any other fact that would have an adverse effect upon the value of the vehicle and that such vehicle was delivered by Dealer and accepted by Buyer without condition or reservation.
- 4.15. Dealer has no notice or knowledge of denial of liability by the Buyer under the Contract.
- 4.16. Dealer will honor any warranties granted to the Buyer by Dealer, AMC, or the manufacturer as the case may be.
- 4.17. All Contracts shall incur a first-payment default – defined as, payment not received on the first payment due date as specified in the Contract. First payment must be made by Buyer and will not be accepted from Dealer. If a first-payment default occurs, Dealer will be required to repurchase the Contract from AMC for the amount that AMC purchased the Contract from Dealer. From time to time, an AMC Underwriter may extend the recourse period beyond the first payment. Any extension to the recourse period will be specified in an Addendum to this Agreement. This Addendum will specify the recourse period and identify the specific Contract the Addendum refers to.
- 4.18. The Contract does not include, or require Buyer to obtain, Life or Accident and Health Insurance ("LA&H").

5. INDEMNIFICATION

- 5.1. Dealer hereby indemnifies and holds AMC, its officers, agents, employees and assigns, harmless from and against any and all loss, cost, claim, expense, liability, action, or damage, including, without limitation, attorney's fees AMC actually incurs, other legal costs, interest and punitive damages, arising out of or resulting from (i) Dealer's breach of any of its covenants, obligations, undertakings, warranties or representations contained in this Agreement or (ii) Buyer's assertion of any defense, counterclaim or offset against the enforcement of the Contract by AMC (the "Indemnity"). If any Buyer commences any suit or other proceeding against AMC arising out of a Contract which is purchased under this Agreement, or arising out of any Motor Vehicle, AMC may, at AMC's option, defend such action suit or other proceeding or tender its defense to Dealer. If AMC elects to defend such action, Dealer shall pay for AMC costs of defense, including attorney's fees actually incurred.

6. OTHER REMEDIES: NO ELECTION

- 6.1. In addition to the Indemnity, and any other remedies that are available to AMC at law, in equity or under this Agreement, if Dealer breaches any of its covenants, obligations, undertakings, warranties or representations contained in this Agreement AMC may require: (i) Dealer to repurchase the Contracts to which the breach relates (if the breach relates to a single Contract or group of Contracts) for the amount that AMC purchased the Contract(s) from Dealer, plus all accrued but unpaid interest to the time of repurchase, plus AMC's costs of arranging the repurchase, including, with limitation, AMC attorney's fees actually incurred, ("Dealer Repurchase Price"); or (ii) Dealer to repurchase all or any Contract as AMC may specify at the Dealer Repurchase Price (if the breach relates to the Dealer and not to any specific Contract). In addition, AMC may set off against monies owed by AMC to Dealer any amount which is owed by Dealer to AMC under this Agreement.
- 6.2. In the event any Buyer defaults under any Contract, whether or not a first payment default, and in the event Dealer's breach of this Agreement in AMC's judgment relates to such default, AMC may, in its discretion (i) accept a voluntary surrender of such Buyer's Motor Vehicle; (ii) repossess such Buyer's Motor Vehicle; (iii) sell the repossessed Motor Vehicle by public or private proceeding; (iv) modify or extend the term of such Buyer's Contract; (v) exercise the right of set off against Dealer described above; or (vi) commence any action, suit or other proceeding against such Buyer. Notwithstanding any of the foregoing actions, if covered by the Indemnity, Dealer shall pay to AMC any deficiency balance, and none of such actions shall constitute an election of remedies a between AMC and Dealer.

7. WAIVERS

- 7.1. Dealer waives any and all notice of nonpayment, demand, presentation, protest, repossession or other action taken in connection with a Buyer and a Contract.

8. SUCCESSORS AND ASSIGNS

- 8.1. The provisions of this Agreement shall be deemed to obligate, extend and insure to the benefit of the legal successors, assigns, transferees, grantees and heirs of each of the parties hereto. This Agreement may not be assigned by the Dealer without the express written permission of AMC.

9. INDEPENDENT COUNSEL

- 9.1. The parties have been represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Agreement, and have executed this Agreement with the Consent and upon the advice of said independent counsel.

10. SECURITY INTEREST AND POWER OF ATTORNEY

- 10.1. Dealer hereby grants a security interest to, and appoints as its attorney-in-fact with irrevocable Power of Attorney, AMC to execute and

file on Dealer's behalf any and all statements or other documents required to be filed under the Uniform Commercial Code, or any other law or regulation in connection with the perfection of the security interest or title to AMC in or to any Contract and the motor vehicle or to do any acts which are necessary in connections with this Agreement.

11. TERMINATION

- 11.1. This Agreement may be terminated by either Party hereto upon ten (10) days prior written notice to the other Party. Such termination shall not affect the obligations and liabilities of AMC or Dealer under this Agreement with respect to any and all Contracts purchased under this Agreement by AMC prior to such termination. To that extent, this Agreement shall survive such termination.

12. APPLICABLE LAW

- 12.1. This Agreement and all rights and obligations hereunder including matters of construction, validity and performance, shall be governed by the laws of the State of Georgia, except for any choice of law provisions of Georgia law that would result in the application of the substantive laws of another jurisdiction. The Dealer submits itself to the jurisdiction and venue of the Superior Court of Cherokee County, Georgia, for all purposes with respect to any dispute relating to this Agreement and Dealer's relationship with AMC under this Agreement.

13. WHOLE AGREEMENT

- 13.1. This Agreement contains the entire Agreement of the Parties, written or oral, and shall not be amended except in writing signed by both parties thereto, or a separate writing signed by the Party to be bound, upon issuance, pursuant to the Dealer's request, of the first confirmation by AMC following the receipt of such writing. Each Party hereto acknowledges that no Party, nor any agent or attorney or any other party has made any promises, representations or warranties whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce it to execute this Agreement and acknowledges that it has not executed this Agreement in reliance upon any such promises, representations or warranties not contained herein. Within the context of this document, the masculine gender shall be deemed to refer to and include the feminine and the neuter, and the singular to refer to and include the plural. This Agreement is not intended to create any dealership, franchise, agency, joint venture or partnership.
- 13.2. Incorporation of Exhibits. All Exhibits and Amendments attached hereto shall be incorporated herein and shall be understood to be a part hereof as though included in the body of this Agreement. This Agreement, including all Exhibits, Schedules, and Addenda may be modified only by a written agreement signed by each of the parties hereto.

14. CAPTIONS

14.1. The captions in the various parts of this Agreement are for convenience only and shall not be deemed to modify, explain, enlarge, or restrict any of the provisions hereof in any manner.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

DEALER: _____

AMERICAN MOTOR CREDIT, LLC:

(Signature) _____

(Signature) _____

(Name) _____

(Name) _____

(Title) _____

(Title) _____

(Date) _____

(Date) _____

AMERICAN MOTOR CREDIT, LLC
AUTHORIZED SIGNATURE FORM

(DEALERSHIP NAME)

In order for Contracts to be funded, an authorized signature must appear in the assignment block of the Contract/security agreement. The following persons are authorized on behalf of the dealership to assign the Contract/security agreement to American Motor Credit, LLC:

Name	Signature
(Printed or Typed)	
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Acknowledged and agreed upon by (must be executed by a Corporate Officer):

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Dealer Information Sheet

Corporate Name: _____

D/B/A: _____

Phone Number: _____

Fax: _____

Address: _____

City: _____

State: _____

Zip: _____

DealerTrack Number: _____

CORPORATION OFFICERS/STOCKHOLDERS

TITLE % OWNERSHIP

1. _____

2. _____

3. _____

KEY PERSONAL

General Manager: _____

Business Manager: _____

Sales Manager: _____

Office Manager: _____

Title Clerk: _____

Finance Director: _____

FINANCE DEPARTMENT

Primary Finance Mgr: _____

Special Fin. Mgr: _____

Finance Phone No: _____ Finance Fax No: _____

Email address: _____

HISTORY

Year Dealership Established: _____

Years Under Present Ownership: _____

Date of Incorporation: _____ or Partnership: _____ or Proprietorship: _____

List All New Car Franchises: _____

Dealer Information Sheet (continued)

BANKING INFORMATION

Bank:

Address:

Telephone:

Contact:

Checking A/C:

FLOOR PLAN INFORMATION

Floor Plan Source:

Address:

Contact Name:

Telephone:

Credit Line:

The signature below represents the authorization and consent of the dealer to allow AMERICAN MOTOR CREDIT, LLC, (AMC) to investigate the credit background and financial strength of the dealership. I declare that the information provided above is true. I understand that if any of the above information proves to be inaccurate, AMC may, at its option, terminate its Dealer Agreement.

(Signature)

(Printed Name)

(Title)

(Date)



Dealer's Documents Required Prior Funding

The following documents must be submitted along with an executed Dealer Agreement in order for American Motor Credit, LLC to fund on any Contract:

- **Copy of Dealer's Current Business License**
- **Copy of Dealer's Bond**
- **Copy of Used/New Car Dealer License**
- **Authorization Agreement for ACH Credit Payments and Voided Check**
- **Completed Dealer Agreement**
- **Limited Power of Attorney**
- **Copy of Driver's License**



LIMITED POWER OF ATTORNEY

American Motor Credit, LLC ("AMC") hereby appoints

_____ ("Dealer")

whose address is _____
to be its attorney-in-fact, with full power of substitution, in its name, place and stead,
to execute applications for Certificates of Title to motor vehicles which are the subject
of Retail Installment Contracts to be assigned by Dealer to AMC and to apply to the
Department of Motor Vehicles in the State of _____ for such Certificates
of Title and registrations. The Power of Attorney set forth in this instrument shall be
limited to exclusively to the matters sets forth in the immediately preceding sentence.

This Power may be exercised by any of the following persons:

Print Name

Signature

The authority of Dealer to exercise any powers granted by this instrument shall remain
in full force and effect until revoked or terminated by AMC upon written notice to
Dealer. Dealer may so revoke or terminate such authority at any time.

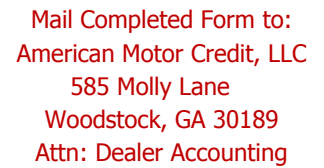
Witness the due execution hereof this _____ day of _____, 20____.

AMERICAN MOTOR CREDIT, LLC

By: _____

Name: _____

Title: _____



NOTE: Credit authorizations must provide that the receiver may revoke the authorization only by notifying the originator in the manner specified in the authorization.



GAP Pricing

GapWise Program

<i>Loan Term</i>	<i>GAP Cost</i>	<i>Customer Price</i>	<i>Dealer's Commission</i>
<i>0 - 60 months</i>	\$129.00	\$399.00	\$100.00
<i>61 - 72 months</i>	\$164.00	\$449.00	\$115.00
<i>73 - 84 months</i>	\$199.00	\$499.00	\$150.00

Note: Original (top page): Administrator
Yellow: American Motor Credit
Pink: Seller/Dealer
White (last page): Buyer/Customer

Electronic Contracting Amendment to Guaranteed Asset Protection Dealer Agreement

This Electronic Contracting Amendment ("E-Contract Amendment") is made on this ____ day of ____, 20__ ("Amendment Effective Date") by and between Financial Gap Administrator LLC, ("Administrator") and _____ ("Originator").

WHEREAS, Administrator and Originator entered into that certain Guaranteed Asset Protection Dealer Agreement dated _____ ("Agreement");

WHEREAS, Wise F&I LLC, ("Wise F&I") an affiliate of Administrator, operates a web-based service (herein referred to as the "Platform") which is designed to allow certain of Administrator's authorized business clients to (a) originate Contracts electronically thereby eliminating the use of pre-printed forms, and (b) conduct certain other administrative functions including but not limited to Contract remittance, reporting, billing statements and Contract cancellation quotes;

WHEREAS, Originator would like to have access and use of Platform; and

WHEREAS, Administrator and Originator desire to amend the Agreement to add certain provisions relating to such access to and use of the Platform;

In consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Amendment and Definitions. The Agreement is hereby amended to include Sections 2 through 4 of this E-Contract Amendment set forth below. All other provisions of the Agreement shall remain in full force and effect. Unless defined specifically in Sections 2 through 4 of this E-Contract Amendment, all defined terms used in Sections 2 through 4 of this E-Contract Amendment have the same meaning as defined in the Agreement.

2. Actions of Originator. Originator agrees to retain and maintain an original of each executed Contract sold by Originator and which is originated electronically on the Platform for a period equal to the term of the applicable Contract plus the greater of (a) two (2) years thereafter, and (b) such longer period as may be required by applicable law. Originator further agrees to deliver an original of each such executed Contract to Administrator within two (2) business days after a written or oral request for the delivery of such Contract by Administrator, which request may be made at any time during the period in which Administrator is obligated to retain and maintain such Contract as provided above in this Section.

3. Indemnification. Originator agrees to indemnify and hold harmless Administrator and its affiliates, officers, members, directors, employees, shareholders, information providers, and suppliers (collectively, "Indemnified Parties") from and against any and all claims, demands, liabilities, judgments, obligations, losses, damages, penalties, fines, amounts in interest, costs, expenses and disbursements of any kind and nature whatsoever (including, without limitation, any and all attorneys' and expert witness fees and court costs) and amounts paid in settlement actually and reasonably incurred that Administrator may incur or may be subject under any theory of legal liability arising out of, or related to, Originator's failure to (a) retain and maintain the original of each executed Contract sold by Originator and which is originated electronically on the Platform for a period equal to the term of the applicable Contract plus the greater of (i) two (2) years thereafter, and (ii) such longer period as may be required by applicable law, and/or (b) deliver an original of each such executed Contract to Administrator within two (2) business days after a written or oral request for the delivery of such Contract by Administrator, in each instance regardless of whether there is a reason for such failure. For the avoidance of doubt, Originator's obligations under this Section 3 and Section 2 of this E-Contract Amendment shall survive the expiration or earlier termination of this Agreement.

4. Platform Terms of Use. Originator agrees that at all times its access to, and use of, the Platform shall be on, and subject to, the terms and conditions of the Platform Terms of Use posted on the Platform at

www.WiseFandI.com/PlatformTermsOfUse.aspx, as such Platform Terms of Use may be changed from time to time by Wise F&I ("Terms of Use"). Originator acknowledges that it has received, and read, a copy of the version of the Terms of Use that is in effect on the Amendment Effective Date, and Originator agrees to be bound by, and comply with, such Terms of Use. Wise F&I may change the Terms of Use from time to time by giving notice of such change to Originator by any reasonable means including, without limitation, by posting the updated version of the Terms of Use on the Platform. Any such change shall be effective on the revised "Last Updated" date at the top of such changed Terms of Use. Originator's continued access to, and/or use of, the Platform (including, without limitation, any access to, or use of, the Platform by any user of any credentials issued for access to, or use of, the Platform (such as a username and password)) after Wise F&I gives notice of a change to the Terms of Use (including, without limitation, by posting an updated version of the Terms of Use on the Platform) constitutes Originator's agreement to any such changed Terms of Use. Further, any breach of the Terms of Use by Originator (including, without limitation, any access to, or use of, the Platform by any user of any credentials issued for access to, or use of, the Platform (such as a username and password)) shall constitute a breach of this Agreement. All initial Authorized Users (as defined in the Terms of Use) are identified on Exhibit A to this E-Contract Amendment, which exhibit is hereby incorporated herein. Administrator shall not be liable for any damages, losses, costs, expenses or other liabilities arising out of Originator's use of, or access to, the Platform. Wise F&I shall be considered a third party beneficiary of this Section for all purposes.

5. Counterparts. This E-Contract Amendment may be executed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all such counterparts shall constitute one and the same instrument. Further, electronically scanned or facsimile signatures on this Agreement and any amendment hereto will have the same effect as original manual signatures.

IN WITNESS WHEREOF, the parties hereto have caused E-Contract Amendment to be executed by their respective duly authorized representatives on the Amendment Effective Date.

Originator (Originator)

Financial GAP Administrator LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A to E-Contract Amendment

Authorized users to whom Platform Credentials should be issued:

Management Personnel			These users will have admin-like, hi-level access to the Platform including all those rights below plus rate mark-up, price limit and template edit rights.		
	First Name	Last Name	Phone	Ext.	Email Address
1)					
2)					
3)					
Back-office or Administrative Personnel			These users will be able to view, void and/or remit contracts; in addition to retrieving billing statements and obtaining cancellation quotes.		
	First Name	Last Name	Phone	Ext.	Email Address
1)					
2)					
3)					
4)					
F&I Personnel			These users will be able to originate, rate and view quotes and then laser print final contracts for customer's signature.		
	First Name	Last Name	Phone	Ext.	Email Address
1)					
2)					
3)					
4)					
5)					
6)					

AUL Used Vehicle Program Rate Sheet (SNC Series)

ELIGIBLE VEHICLES

Most Vehicle Makes & Models Vehicles
One-Ton and Under

CLASS 1 & 2:

Acura, Buick, Chevrolet, Chevrolet Camaro V6, Chrysler, Dodge, Fiat (Model Years < 10), Ford, GMC, Honda, Hyundai, Infiniti, Isuzu, Jeep, Kia, Lexus, Mazda, Mercury, Mitsubishi, Nissan, Oldsmobile, Plymouth, Pontiac, Saturn, Scion, Smart USA, Subaru, Suzuki, Toyota, Volkswagen

CLASS 3 & 4:

Audi, BMW 1, 3, X3, Z3, Z4, 5, X5 & 6 Series, Cadillac, Chevrolet Camaro V8, Corvette, and SSR, Chrysler/Dodge/Jeep SRT, All Diesel Vehicles, Hummer, Lincoln, Mercedes, Mitsubishi EVO, Mini Cooper, Pontiac GTO, Volvo, VW Touareg (V10 Not Eligible)

Term	Current Mileage	Dealer Cost	Vintage Maximum Retail
24 Months/ 24,000 Miles	0 - 120k	\$950	\$1,150
	120k - 150k	\$950	\$1,150

Dealer Cost	Vintage Maximum Retail
\$1,650	\$1,850



American Motor Credit



Day One Coverage
\$100 Standard Deductible
Includes Roadside/Towing Assistance

Vehicle Surcharges	
Four/All Wheel Drive Vehicles	Included
One-Ton Vehicles	\$100
Business Use	\$250
Lift Kit/Tire Modification	\$250
Turbo/Supercharger	\$200
Plan Options	
Warranty Remaining	\$50
\$0 Deductible	\$150
Disappearing Deductible	\$100
Enhanced Electrical Package Class 1	\$50
Enhanced Electrical Package Class 2	\$75
Enhanced Electrical Package Class 3	\$150
Enhanced Electrical Package Class 4	\$250
Seals and Gaskets	
0-125K Miles	Included

Effective: July 1, 2013

Rates and Guidelines Subject to change without notice.

See reverse side for Guidelines and Ineligible Vehicles.

Administration (800) 826-3207

Claims Department (888) 285-2567

AUL Used Vehicle Program (SNC Series) - Guidelines & Coverage Review

Plan / Coverage	Vintage
Engine Group	Included
Transmission Group	Included
Drive Axle Group	Included
Trans Axle Group	Included
4/AWD Components	Included
Roadside Assistance	Included
Rental Car/Substitute Transportation	Included
Basic Electrical Group	Included
Power Steering Group	Included
Air Conditioning Group	Included
Electrical Group	Included
Seals & Gaskets (up to 125k mi)	Included
Deductible (Per Repair Visit)	\$100
Lift Kit/Tire Modifications	Available
Warranty Remaining Option	Available
Business Use	Available
\$0 Deductible	Available
Disappearing Deductible Option	Available

Eligibility Guidelines

Vehicle model years greater than 20 years old are not eligible.

Lift Kit/Tire Modifications coverage is available for up to a total of 4 inches of lift and oversized tires up to 4 inches (both height and width) larger than manufacturer's specifications.

Warranty Remaining Option - coverage begins at the contract purchase date and expires by Time or Mileage measured from the original Full Manufacturer's Warranty Expiration Date or Mileage, whichever occurs first. Vehicle must have a minimum of one day and one mile of full manufacturer's warranty remaining to qualify.

*Business Use is limited to cars, trucks, and vans used for: route work; service or repair work; delivery or hauling; agricultural purposes; job site activities; construction trades; and eligible vehicles owned by religious/charitable organizations.



Ineligible Vehicle Listing

Ineligible Vehicles are determined by the sole discretion of the Administrator.

Acura NSX	Chevrolet Corvette GS	Ford SVT Models	Nissan GT-R	Vehicles Exceeding One-Ton
Alfa Romeo	Chevrolet Corvette ZO6	Hummer H1	Peugeot	Pre-1983 American Diesel Equipped Vehicles
Audi A8	Chevrolet Corvette ZR1	Jaguar	Plymouth Prowler	Buses, Squad Cars, Taxis
Audi R-Series	Chevrolet VOLT	Land Rover	Porsche	*Business Use Vehicles
Audi RS-Series	Chevrolet ZL1	Lamborghini	Range Rover	Racing Vehicles
Audi S-Series	Chrysler Prowler	Lexus 600h	Renault	Factory "Buyback" Vehicles
Audi 2.7L Equipped	Daewoo	Lexus F Performance	SAAB	"Gray Market" Vehicles
Bentley	Daihatsu	Lotus	Saturn Redline	Salvaged Vehicles
BMW Alpina	Dodge Sprinter	Maserati	Sterling	All Exotic Vehicles
BMW 7 Series	Dodge Stealth	Mercedes AMG Series	Subaru WRX STI	Vehicles modified from Manufacturer Specifications
BMW 8 Series	Dodge Viper	Mercedes CL/CLS Class	Tesla	Vehicles equipped with a 10 Cylinder Engine (except Trucks/Vans)
BMW M Series	Ferrari	Mercedes G/GL Class	Triumph	Vehicles equipped with a 12 Cylinder Engine or W8 Engine
BMW Z8	Fiat (Model years >10)	Mercedes S/SL Class	Volkswagen Eurovan	Vehicles equipped with a GM HT4100 Engine
Cadillac Allante	Ford Cobra Models	Mercedes SLS Class	Volkswagen Passat W8	
Cadillac Catera	Ford Mach 1	Merkur	Volkswagen Phaeton	
Cadillac V-Series	Ford Saleen/Roush	MG	Volkswagen Touareg V10	
Cadillac XLR	Ford Supercharged	Mitsubishi 3000GT	Yugo	



DEALER AGREEMENT

This form must be completed to process the A.U.L. Corp. Dealer Agreement
Toll-Free: **(800) 826-3207** Fax: **(707) 259-1867**

DATE SIGNED**DEALERSHIP ID #** AUL USE ONLY**AGENT ID #** AGENCY USE ONLY**PRICING CODE (PLEASE ENTER TL CODE BELOW)**

Month	/	Day	/	Year
-------	---	-----	---	------

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1141

USED
TL=

NEW
TL=

DEALER INFORMATION

DEALER NAME / DBA		
LOCATION ADDRESS		
CITY	STATE	ZIP CODE
MAILING ADDRESS		
CITY	STATE	ZIP CODE
WEBSITE ADDRESS		
E-MAIL ADDRESS (Primary Contact)		
E-MAIL ADDRESS (Secondary Contact)		
()	()	
TELEPHONE NUMBER	FACSIMILE NUMBER	

PERSONNEL INFORMATION

DEALER PRINCIPAL	FINANCE MANAGER
GENERAL MANAGER	OFFICE MANAGER
SERVICE MANAGER	PRIMARY CONTACT

QUESTIONNAIRE

AVG VEHICLES SOLD PER MONTH	PROJECTED VSC SALES / MONTH	PLEASE CHECK DEALERSHIP TYPE	<input type="checkbox"/> NEW / FRANCHISE	<input type="checkbox"/> USED / INDEPENDENT
AVG VEHICLE INVENTORY	AVG VEHICLES MILEAGE	SERVICE DEPT INFO: IF APPLICABLE	RETAIL RATE PER HOUR	LABOR BOOK SERVICE MANUAL

WEBSITE ACCESS INFORMATION

PRIMARY USER: NAME	
REQUESTED USERNAME/PASSWORD	EMAIL ADDRESS
PRIMARY USER: NAME	
REQUESTED USERNAME/PASSWORD	EMAIL ADDRESS

FOR AGENCY USE ONLY

AGENCY NAME
COMMENTS

PLEASE MAIL THIS FORM TO:
AUL CORP., 1250 MAIN STREET SUITE 300, NAPA, CA 94559

DEALER AGREEMENT

This Dealer Agreement (hereafter "Agreement") entered into this _____ day of _____, _____, by and between A.U.L. Corp., Wisconsin A.U.L., Inc., and AUL Insurance Agency, Inc. (hereinafter collectively referred to as "Administrator") and _____

(hereinafter referred to as "Dealer") with respect to the following:

WHEREAS, Administrator has entered into a Program Agreement relating to the establishment and administration of a Vehicle Service Contract Program (hereinafter referred to as the "Program") pursuant to which certain Vehicle Service Contract(s) (hereinafter referred to as "Contract(s)") are to be sold by Dealer on all eligible vehicles;

WHEREAS, Dealer wishes to act as an independent agent for Administrator pursuant to the terms of this Agreement;

WHEREAS, Dealer, pursuant to the terms set forth herein, agrees to remit to Administrator a contract cost (hereafter referred to as "Contract Cost") as set forth in the Dealer Net Price Schedule;

WHEREAS, Dealer agrees to perform the requirements set forth herein and in the Contracts in furtherance of the Program;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. INDEPENDENT AGENT

Administrator retains Dealer as an independent agent to sell Contracts issued pursuant to the Program and Dealer agrees to act as an independent agent pursuant to the terms set forth herein. Nothing in this Agreement shall be construed as creating a relationship of partners, joint ventures, employer or agent and employee for any purpose whatsoever between Dealer and Administrator.

II. COMMISSIONS

In consideration of the services rendered by Dealer, Administrator agrees to pay Dealer a commission equal to the retail price of the Contract less the Contract Cost, as set forth in the Dealer Net Price Schedule. Dealer may retain its commissions from each sale before remitting the Contract Cost to Administrator. Commissions shall be payable only one time per Contract.

III. THE DEALER

- A. Agrees to offer Contracts to its retail customers only (hereinafter referred to as "Purchasers") on all eligible vehicles during the term of this Agreement.
- B. Agrees to follow the underwriting and claims guidelines (hereafter referred as the "Guidelines"), issued by the Administrator from time to time on forms supplied by the Administrator. Such Guidelines will determine which vehicles are eligible for use in the Program. Any violation of the Guidelines by the Dealer will result in the denial of coverage for the ineligible vehicle. Denied coverage shall be the sole responsibility of the Dealer.
- C. Agrees to transmit monthly to the Administrator on forms supplied by the Administrator, transmittal forms, completed applications, and appropriate monies which are due the Administrator. Failure to submit the above to the Administrator within thirty (30) days of the Contract application's inception date may result in denial of coverage.
- D. Agrees that eligible vehicles include only those vehicles that qualify per the Guidelines and are in sound mechanical condition at time of sale. Dealer further agrees that any preexisting condition(s), as determined by the Administrator, are the sole responsibility of the Dealer and are not covered under the Program. Dealer agrees, when necessary, to change engine oil and oil filter and replenish all fluid levels prior to delivering a covered vehicle to a Purchaser. Any misrepresentation or concealment of a material fact by the Dealer for the purpose of securing a Contract shall constitute a material breach of this Agreement.
- E. Agrees to refund to any lender which has financed the purchase price of any Contract (hereafter referred to as "Lender"), the Dealer's retained portion of the charge financed by the Lender, on a prorated basis, in the event of a cancellation of a Contract at the Lender's request due to a total loss or repossession of the vehicle covered under the Contract or default by the Purchaser in repayment obligations to the Lender. In the event the Contract was not financed, the Dealer agrees to return to the Purchaser the Dealer's retained portion of the total charge for the Contract in the amount calculated by the Administrator pursuant to the terms of the Contract.
- F. Agrees to contact the Administrator for prior approval before servicing any mechanical failure covered under any Contract.
- G. Agrees to retain all records relating to the Contracts on the subject matter of this Agreement until one (1) year following the expiration of such Contracts for the purpose of review and audit by Administrator. Dealer further agrees to permit Administrator or its authorized representatives to enter Dealer's place of business to inspect and examine these records during normal business hours and upon reasonable notice.
- H. Acknowledges and agrees that during the performance of its duties under this Agreement, Administrator may disclose to Dealer certain confidential and proprietary information concerning the Program, including without limitation, administrative, agent, and insurance fees, reserve amounts, and other information which would impart a competitive advantage to others in this industry who do not know it (hereafter referred to as "Confidential Information"). Dealer agrees to hold all such Confidential Information in confidence, and to refrain from disclosing it to any third parties

without the prior consent of Administrator. Dealer also agrees to refrain from using the Confidential Information for any purpose outside of the performance of its duties under this Agreement. Dealer's obligation to protect the Confidential Information, and to refrain from using it for any purpose outside of the performance of its duties under this Agreement, shall survive the termination of this Agreement. Dealer acknowledges and agrees that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Administrator irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Administrator shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach. Dealer expressly waives the defense that a remedy in damages will be adequate, and any requirement in such an action for the posting of a bond by Administrator.

- I. Agrees to certify that all eligible vehicles sold with a Contract have been inspected and reconditioned BEFORE delivery. Failures occurring in the first thirty (30) days of coverage may, at the Administrator's discretion, require a copy of your reconditioning repair for claims consideration. Denied claims shall be the sole responsibility of the Dealer. Reconditioning includes, but not limited to, the following:
 - 1. Engine Oil – Inspect and change oil and filter if needed.
 - 2. Automatic Transmission – Check shift pattern and inspect the fluid. Change fluid and service if needed.
 - 3. Correct any malfunction before delivery.
- J. Dealer agrees to perform and/or ensure its representatives perform the following procedures for each Contract sold electronically in connection with its remittal of such Contracts to Administrator: (i) print a paper copy of the electronic Contract sold and obtain the Purchaser's ink signature on the printed Contract, (ii) provide to the Purchaser a paper copy of the signed Contract and all disclosures that must be made in connection with the sale of the Contract at the time of sale, (iii) obtain and document the Purchaser's informed consent to the terms of the Contract and related documents, (iv) retain for the purpose of review and audit by Administrator the original ink-signed Contract, documentation of Dealer having obtained the Purchaser's informed consent to the terms of the Contract, and all related records created under this Agreement for one (1) year following the expiration of such Contract, and (v) permit Administrator or its authorized representative to enter Dealer's place of business to inspect and examine these records during normal business hours and upon reasonable notice.

IV. THE ADMINISTRATOR

- A. Agrees to install, maintain, and administer the Program.
- B. Agrees to supply to the Dealer: Contract applications, Guidelines, Dealer Net Price Schedules, forms, transmittals, rate charts, advertising materials and other such forms as the Administrator may hereafter supply for use in the Program in the quantities needed from time to time by the Dealer.
- C. Agrees to assist the Purchaser in receiving benefits provided under a Contract, in accordance with Administrator's current service department guidelines.
- D. Dealer acknowledges that Administrator assumes no obligation for the workmanship, quality of repairs or replacement of parts; nor for any bodily injury or property damage caused directly or indirectly by mechanical failure or malfunction, or any other cause, of a vehicle or any part thereof.
- E. In association with the right to promote and market the Contracts, and subject to any and all quality controls or trademark usage guidelines which Administrator currently imposes or may in the future impose, Administrator grants Dealer a non-exclusive and non-transferable license to use the AUL Names, Marks, and Artwork ("AUL Names, Marks, and Artwork" means AUL's tradenames, trademarks, service marks, slogans, designs, websites, and logos, including AUL, AUL ADMINISTRATORS, AUL LIFETIME WARRANTY, ANY YEAR AND ANY MILEAGE, ANY YEAR ANY MILEAGE, ANY MAKE AND ANY MODEL, ANY MAKE ANY MODEL, THE ORIGINAL ANY YEAR AND ANY MILEAGE #1 SERVICE CONTRACT IN AMERICA, WE WROTE THE BOOK ON USED VEHICLE SERVICE CONTRACT PROGRAMS, IT'S WHAT WE DO, SERVICE CONTRACTS. IT'S WHAT WE DO, FACTORY SIDEKICK, POWERTRAIN SELECT, PEARL, 1 MILLION CONTRACTS AUL ADMINISTRATORS SERVICE CONTRACTS. IT'S WHAT WE DO. (and design), and any other intellectual property, which AUL may from time to time license the Dealer to use in marketing the Contracts), subject to the following restrictions:
 - 1. The AUL Names, Marks, and Artwork may be used only in connection with the promotion and marketing of the Contracts pursuant to the terms of this Agreement; and
 - 2. The right to use the AUL Names, Marks, and Artwork will immediately cease upon termination of this Agreement, regardless of the reason for or manner of termination.
 - 3. Any and all goodwill generated by Dealer's use of the AUL Names, Marks, and Artwork will inure to the benefit of AUL.

V. DEALER'S OBLIGATIONS RE VALID CONTRACT CLAIMS

"Valid Contract Claims" are defined as those claims which have been approved by the Administrator prior to the repair being completed, on Contracts that are in force and have been received and accepted by the Administrator, and fully paid for by the Dealer.

Dealer agrees to the following additional obligations upon receiving a Valid Contract Claim from a Purchaser:

- A. In its capacity as a qualified repair facility, to repair or replace any covered part(s) due to mechanical failure, or to arrange to provide for covered repairs in accordance with any Contract issued.
- B. To inform Administrator before initiating any covered repair or replacement of all circumstances or conditions including, but not limited to, Purchaser's neglect, abuse, failure to perform required services, alteration of vehicle, etc., that would exclude coverage under the Contract.

- C. To submit each claim to Administrator for payment within ten (10) days after completion of the corresponding repair.
- D. That the labor manual used for calculating repair times and hourly rates charged shall be any then-current, nationally-recognized flat rate guide, approved in advance by Administrator. Parts pricing shall not exceed the manufacturer's suggested list price. Sublet repairs shall be reimbursed at actual Dealer cost.
- E. That breakdowns occurring within the first fifteen (15) days of a Contract's effective date will, at the Administrator's discretion, qualify for claims consideration by the Administrator. Denied claims shall be the sole responsibility of the Dealer.
- F. To unconditionally guarantee all services and materials as supplied by Dealer against faulty workmanship and/or defective materials under normal use for a minimum of ninety (90) days or four thousand (4,000) miles, whichever shall occur first, from the date repairs are completed and the vehicle returned to Purchaser.

VI. HOLD HARMLESS

Dealer agrees to indemnify and hold Administrator harmless against any and all actions, demands, claims or any liabilities, including without limitation attorney's fees and costs, arising from claims, founded and unfounded, which may be asserted by third parties against Administrator arising from this Agreement. This indemnification and hold harmless includes, but is not limited to, all actions arising from Dealer's (or its representative's): misrepresentation or nondisclosure of the Program's terms and conditions; misleading, deceiving, or unethical Dealer's selling practices; failure to obtain and retain adequate documentation of a Purchaser's informed consent to the terms of a Contract and related documents; forced placement of policy; non-remittal by Dealer; any illegal acts engaged by the Dealer; Dealer's failure to meet its obligations under this Agreement; or any legitimate claim denial by the Administrator.

VII. ASSIGNMENT AND NOTICES

This Agreement shall have no force or effect unless and until such time as it is accepted by the Administrator in the State of California. This Agreement shall be deemed to be a California contract and construed in accordance with laws of the State of California. All controversies arising under, or in connection with, this Agreement shall be finally determined by arbitration in the City and County of Napa, California, in accordance with the rules of the American Arbitration Association then obtaining, by three (3) arbitrators appointed in accordance with such rules, and judgment may be entered on any award in any court of competent jurisdiction. Notwithstanding the above, nothing herein shall be construed to limit Administrator's right to seek injunctive relief immediately from any court of competent jurisdiction in the event that Administrator reasonably believes that such relief is warranted to maintain the status quo, or to avoid injury, pending the arbitration.

VIII. TERMINATION

- A. This Agreement may be terminated at any time by either party upon giving thirty (30) days written notice to the other party. This Agreement shall terminate automatically without notice should Dealer fail to submit a Contract to Administrator during any consecutive three (3) month period. Unless so terminated, this Agreement shall continue indefinitely.
- B. This Agreement will immediately terminate, at the Administrator's discretion, if Dealer's Earned Loss Ratio (defined as the total amount of claims paid on Contracts in force against the total amount of earned Reserves on Contracts in force) exceeds 100%.
- C. All supplies and Confidential Information furnished by the Administrator shall be returned to the Administrator on termination of this Agreement.
- D. Upon termination, all obligations of either party, with the exception of Dealer's obligations under Section III(H) above, shall cease, provided however, that the Dealer and the Administrator shall remain responsible in accordance with the provisions of this Agreement for all Contracts issued and paid prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date above first written.

DEALER:

Signature: _____

Printed Name: _____

Title: _____

ADMINISTRATOR:

1250 Main Street, Suite 300
Napa, CA 94559

Signature: _____

Printed Name: _____

Title: _____



UNDERWRITING GUIDELINES

CUSTOMER ELIGIBILITY

- ✓ A complete and legible credit application, with credit bureau if available, is required for initial consideration
- ✓ A three year employment history and three year residency history is required for underwriting approval
- ✓ Credit scores below 425 will be disqualified.
- ✓ A down payment is required and should be approximately 10% of amount financed with a minimum down payment of \$1,000.00.
- ✓ Buyer's payment to income ratio should be no more than 15%. The preferred PTI is 11% to 13%.
- ✓ Buyer must have a verifiable income of \$1,800.00 per month (2,500.00 for joint) or more.
- ✓ Buyers with repossessions are considered on a deal-by deal basis, if REPO is at least six (6) months old.
- ✓ Buyers with a bankruptcy or multiple bankruptcies are considered based on timing of discharge or dismissal.
- ✓ Self-employed customers must provide three (3) months of recent bank statements.

TERM AND RATE

- ✓ The term of loan is based on vehicle's estimated life cycle and buyer's monthly payment to income needs. Vehicles must be matched to buyer's ability.
- ✓ Interest rates charged range from 14% to 29.99% and are determined on a deal by deal risk assessment.
- ✓ We accept **both** simple interest and pre-computed contracts.
- ✓ MINIMUM AND MAXIMUM LOAN AMOUNTS: The minimum loan amount is \$5,000.00 and the maximum loan amount is \$20,000.00. Higher loan amounts on a case-by-case basis.
- ✓ LOAN TERMS: The minimum loan term is 24 months and the maximum is 84 months.

In addition to these minimum and maximum terms, AMC has established underwriting guidelines for maximum terms based on the vehicle's mileage at the time of contract. Exceptions to these guidelines are allowed with approval from senior underwriter.

VEHICLES

- ✓ Any eligible vehicle must be included in Black Book or NADA.
- ✓ Any vehicle that is more than 10 model years old will be an exception that will require approval from a senior underwriter.
- ✓ All autos must be mechanically sound and an approved GPS tracking device is required.

Superior Programs

WAIVE POI WITH A MINIMUM OF 30% DOWN	
<ul style="list-style-type: none"> ✓ Max \$385 Monthly payment ✓ No Repos/Bankruptcies ✓ Min one positive trade line of \$1500 ✓ Min 6 months on job and residence 	
\$750.00 FLAT BANK FEE	
<ul style="list-style-type: none"> ✓ 120% max LTV ✓ No Repos/Bankruptcies ✓ 1 paid auto ✓ 2 year Job time/5 years in area of residence ✓ Must use our GAP and Warranty Program 	

Mileage Guidelines

Domestic	Term	Imports	Term	Trucks/SUV	Term
Up to 45,000 mi.	60 mos.	Up to 50,000	66 mos.	Up to 50,000	60 mos.
45,001 – 60,000 mi.	54 mos.	50,001 - 70,000 mi.	60 mos.	50,001 – 70,000 mi.	54 mos.
60,001 – 70,000 mi.	48 mos.	70,001 – 80,000 mi.	54 mos.	70,001 – 80,000 mi.	48 mos.
70,001 – 80,000 mi.	46 mos.	80,001 – 90,000 mi.	48 mos.	80,001 – 90,000 mi.	42 mos.
80,001 – 90,000 mi.	42 mos.	90,001 - 110,000 mi	42 mos.	90,000 – 110,000 mi	39 mos.
90,001 – 100,000 mi.	36 mos.	110,000 – 115,000 mi	39 mos.	110,001 – 115,000 mi	36 mos.
100,001 – 110,000 mi.	32 mos.				

Discouraged vehicles: Mercedes, Daewoo, Cadillac, Land Rover, Jaguar, Any model Chrysler w 2.7L Engines

****Absolutely, NO titles showing salvage or TMU/EXEMPT miles are acceptable!**



LOAN DOCUMENTATION CHECKLIST

Dealer's list of documents to submit with Contract
--

- ___ Original, Signed Credit Application
- ___ Credit Bureau
- ___ Original, Signed Sales Contract
- ___ Copy of Approval/Callback Sheet
- ___ Bill of Sale/Purchase Agreement
- ___ Odometer Statement
- ___ MV-1 (Tag/Title Application)
- ___ Driver's License (valid)
- ___ As-Is/Warranty
- ___ Privacy Notice
- ___ Proof of Income
- ___ Proof of Residence
- ___ Proof of Insurance
- ___ Recourse Addendum (if over 1 month recourse)
- ___ Agreement to Provide Insurance
- ___ Arbitration Agreement
- ___ Assignment
- ___ GPS Install & Vehicle Access Agreement
- ___ Notice to Cosigner
- ___ Read Carefully/Reasons for Repo
- ___ References (3)
- ___ Release of Records
- ___ Right of Repossession
- ___ 3-years of Employment/Residence History (if not on Credit App)
- ___ GAP Wise / Extended Warranty
- ___ GPS Unit #



Fill in the following information to prefill all paperwork within PDF

Deal Date: _____

Dealership Name (as it appears on Bill of Sale): _____

Buyer Name (first,middle,last): _____

Co-Buyer Name (first,middle,last): _____

Customer Address: _____

Vehicle: Year: _____ Make: _____ Model: _____

VIN: _____

Amount Financed: _____

Lienholder Information for Contract & Insurance:

American Motor Credit, LLC
P.O. Box 1517 Woodstock GA 30188

Please Note the following

- Normal Stipulations Apply, No past due bills can be used for Stipulations.
- We do NOT except TMU/EXEMPT mileage, Lemon, or Salvaged/rebuilt vehicles
- Please write the GPS unit# on package for faster funding.
- All Loans have 1 month recourse, if underwriting requested longer the "Recourse Addendum" (page 2) will need to be signed by an authorized person.
- Dealer Agreements must be completed before funding.
- Please send Landlord name and number for faster verifications

Please send the contract and required documents to:

ATTN: AUDITING

585 Molly Lane
Woodstock, GA 30189



American Motor Credit

RECOURSE ADDENDUM TO DEALER AGREEMENT

The recourse period on the contract outlined below will be _____ months.

Buyer: _____

Vehicle: _____

VIN: _____

After Payment of _____

**Is paid on: _____/_____/_____ then the loan will
be out of recourse.**

Acknowledged and agreed upon by (must be executed by an officer on signature page):

Dealer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____



American Motor Credit

Agreement to Provide Comprehensive and Collision Insurance

To provide protection against serious financial loss should an accident or damage occur, I understand that the installment contract requires that the vehicle be continuously covered with insurance against the risks of fire, theft, vandalism and collision, and that the failure to provide such insurance gives the Lender the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance provided by the insurance company shown below and have requested that the policy contain a loss payable endorsement in favor of:

Lender Information: **American Motor Credit, LLC P.O. Box 1517, Woodstock, GA 30188**

NAMED INSURED	FIRST	MIDDLE	LAST		
ADDRESS	NUMBER	STREET	CITY	STATE	ZIP

VEHICLE INSURED:

Year	Make	Model	Serial Number

INSURANCE AGENT:	
STREET ADDRESS:	
CITY, STATE ZIP:	
TELEPHONE:	

INSURANCE COMPANY:		
POLICY NUMBER:		
EFFECTIVE DATE:		
COVERAGE:	FROM:	TO:
	FIRE-THEFT COLLISION \$ _____	COMPREHENSIVE DEDUCTIBLES \$ _____

In the event of vehicle has been repossessed, (whether voluntary or not) by American Motor Credit, LLC, and there is a current claim or damages you agree to allow American Motor Credit, LLC and/or its affiliates to file a claim or take over any open claims in regards to damage of this vehicle with your Insurance company without further notification to or from you. You are agreeing to wave your rights under O.C.G.A. § 33-7-12.

I CERTIFY THAT I/WE HAVE READ THIS AGREEMENT AND AGREE TO

BUYER SIGNATURE Date

COBUYER SIGNATURE Date

DEALER CONFIRMATION:		
() AGENCY () INSURANCE COMPANY	NAME OF PERSON CONTACTED	LENDOR LOSS PAYEE () YES () NO
CONFIRMED BY:	DATE:	

I CERTIFY THAT I HAVE VERIFIED THE EXISTENCE OF THE ABOVE COERAGES:

Dealership: _____ Dealer Representative Signature: _____ Date: _____



ARBITRATION AGREEMENT

CUSTOMER NAME:	DATE:	DEAL #:	VIN:

LEASE REVIEW – IMPORTANT – AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO A CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE COULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

In this Arbitration Agreement, “you” refers to the buyer(s) signing below. “We”, “us” and “our” refer to the Dealer signing below and anyone to whom the dealer assigns the Arbitration Agreement. Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Agreement, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of, or relates to, your credit application, purchase, lease, or condition of this vehicle, your purchase, lease agreement, or financing contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign your purchase, lease agreement or financing contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Agreement shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. Arbitration shall be conducted by the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization that you choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the seller of the vehicle is a party to the claim or dispute in which case the hearing will be held in the deferral district where this Arbitration Agreement was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$2,500.00, which may be reimbursed by decision of the arbitrator at the arbitrators’ discretion. Each party shall be responsible for its own attorney, expert and other fee, unless awarded by the arbitrator under applicable law. If the chosen arbitration organizations rule conflict with this Arbitration Agreement, then the provisions of this Arbitration Agreement shall control. The arbitrator’s award shall be final and binding on all parties, except that in the event the arbitrator’s award for a party is \$0.00 or against a party is in excess of \$100,000.00, or includes an award of injunctive relief against a party, that party may request a new arbitration, under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. Seq.) And not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court’s jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator’s award. This Arbitration Agreement shall survive any termination, payoff or transfer of your financing contract. If any part of this Arbitration Agreement shall be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Agreement shall be unenforceable. Notwithstanding any other provision of this Arbitration Agreement, the validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

BUYER

CO-BUYER

DEALER



American Motor Credit

ASSIGNMENT

For value received, the undersigned hereby assigns to American Motor Credit, LLC ("AMC") the Retail Installment Contract and Security Agreement dated _____, entered into by _____ (Buyer) subject to the terms and conditions set forth in the Dealer Agreement between the undersigned and AMC.

DEALER: _____

BY: _____

TITLE: _____

DATE: _____



American Motor Credit

GPS Install & Vehicle Access Agreement

YEAR:	MAKE:	MODEL:	VIN:

I have been told and understand that my vehicle is equipped with a Global Positioning Satellite (GPS) location technology capable of allowing the lienholder (American Motor Credit LLC) to locate the vehicle at any time, regardless of where the vehicle is located. I further understand that it is the right to repossess the vehicle should I not pay the contractually required payment or the mandatory insurance coverage is cancelled. I have also been informed and understand that my tampering with, altering the unit's capability, or removing the GPS unit could result in repossession of the vehicle and fees up to \$2000.

Disputes shall, at Lien Holder's or my request, be resolved by binding arbitration and not in court. I may select either of the following organizations and its applicable rules to conduct the arbitration: The American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org), or the National Arbitration forum, Box 50191, Minneapolis, MN 55405-0191 (www.arb-forum.com). Lien Holder and I shall retain the right to sue in small claims court for a dispute within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. This agreement shall survive any termination, payoff or transfer of my retail installment contract. This agreement and notice does not supersede the installment loan contract and all terms, conditions and remedies associated thereto.

I agree to make myself and the vehicle available for the installation of a GPS unit on the date(s) and assigned time(s) outlined below. I fully understand that should I miss my appointment(s) without rescheduling 24 hours prior for any reason I can be charged a \$50.00 missing appointment fee and possible repossession actions. I also understand that if at any time the unit is malfunctioning that I will be contacted and will be required to bring the vehicle in to have the unit repaired/replaced and the same requirements apply if I do not meet a scheduled repair/replacement appointment.

FIRST Preferred Time Slot Date: _____ Time: _____ a.m. / p.m.

SECOND Preferred Time Slot Date: _____ Time: _____ a.m. / p.m.

BUYER

DATE



American Motor Credit

NOTICE TO COSIGNER

You are agreeing to guarantee the debt described more fully in the Retail Installment Contract and Security Agreement ("Agreement"). If the borrower defaults, you will be obligated to fulfill the obligations set forth in the Agreement. You should consider this decision carefully, and you should ensure that you can afford to take on this obligation.

You may be required to pay the full amount of the debt if the borrower defaults. You may also be required to pay late fees, collection costs, and other amounts which will increase the amount of your obligation.

American Motor Credit, LLC, and its agents and assigns ("AMC") may collect the debt described above and in the Agreement from you without first trying to collect from the borrower. AMC may use the same methods of collection against you that it may employ against the borrower, such as filing a lawsuit against you and/or garnishing your wages. In addition, AMC may notify credit reporting agencies if you default on this obligation. If this occurs, the notification may negatively affect your credit.

Vehicle Identification Number (VIN)

Amount Financed

Printed Name of Cosigner

Signature of Cosigner

Date



READ CAREFULLY

According to your RETAIL INSTALLMENT CONTRACT and SECURITY AGREEMENT under Ownership and Duties toward Prosperity, letter "E", you have agreed that you will not attempt to sell the property (unless it is properly identified inventory) or otherwise transfer any rights in the property to anyone else, without our prior written consent. This includes **ANY** type of equity loan and small loans against the vehicle (i.e. an Equity Auto Loan).

By signing this document, you agree to give American Motor Credit, LLC and/or its assigned, true and correct information within the credit application, references, and all other data American Motor Credit, LLC requires from you. If there is any untrue and/or incorrect or misrepresented information from the buyer(s), any down payments will be forfeited along with any payments made to American Motor Credit, LLC and/or its assigned.

REASONS FOR REPOSESSION

Include, but are not limited to:

1. Failure to provide or update American Motor Credit, LLC with full coverage insurance with American Motor Credit, LLC listed as a lien holder and being an insured driver as agreed upon on the Agreement to Provide Insurance.
2. Failure to make any payment on the due date (one or more days late on payment could lead to repossession)
3. Cancellation of insurance
4. Failure to notify American Motor Credit, LLC of any home address change, employment change, or phone number changes
5. Selling the property or obtaining a loan against the property
6. Misrepresentation of any information the credit application

I have carefully read and understand this document.

Buyer

Date

Co-Buyer

Date



American Motor Credit

RELEASE OF RECORDS

To Whom It May Concern:

I, _____, hereby authorize

_____ to release

records described below about me to:

AMERICAN MOTOR CREDIT, LLC

585 Molly Lane

Woodstock, GA 30189

Phone: 678-213-5626

Fax: 678-213-5627

The records covered by this release are limited to:

- Information regarding verification of employment;
- Information regarding verification of residency; and
- Information regarding proof of auto insurance.

The information released shall and can only be used by American Motor Credit, LLC its agents and assigns and cannot and will not be shared with any third party organization.

This Release expires upon payment in full of the Retail Installment Contract and Security Agreement .

Dated: _____

Buyer: _____

Co-buyer: _____



Right of Repossession

YEAR:	MAKE:	MODEL:	VIN:

Should the undersigned Buyer fail to repay any indebtedness secured by the Retail Installment Contract and Security Agreement ("Agreement") or the interest thereon when the same becomes due or

default in any of the obligations or covenants thereunder (time being of the essence), the entire indebtedness thereby secured shall at the option of American Motor Credit, LLC its agents and assigns ("AMC") become immediately due and payable, and AMC may enter upon the premises of the Buyer and take possession of the collateral described in the Agreement. Buyer and Co-buyer hereby indemnify and hold AMC, its agents and assigns harmless from any liability that may be created by such entry upon premises and repossession. AMC may sell the collateral either at public or private sale with or without advertisement, on such terms at AMC's option. Additionally, AMC may bid and purchase at such sale, without any notice or demand to Buyer.

The proceeds of any such sale shall be applied first to the payment of all obligations recited in the Agreement and the expenses of such

sale and to the indebtedness secured by the Agreement, and then the balance, if any, shall be returned to the Buyer. Exercising its right to repossession shall not waive AMC or its agents or assigns' rights to sue for and collect any deficiency balance. , AMC will charge a minimum \$40.00 fee for boxing and taking inventory of any personal items left in the repossessed vehicle. Certain items cannot be detached from the vehicle; these items include but are not limited to speakers, amplifiers, aftermarket wheels, and vehicle batteries.

The undersigned, jointly and severally, waive the right to privacy in connection with this instrument or the Agreement, regardless of whether or not the debt evidenced thereby may be contested, and agree that AMC, its agents and assigns may at their option communicate with any person concerning collection of payments and other obligations under the Agreement.

A PERSON WHO DESTROYS, REMOVES, CONCEALS, ENCUMBERS, TRANSFERS, OR OTHERWISE DEALS WITH PROPERTY SUBJECT TO A SECURITY INTEREST WITH INTENT TO HINDER ENFORCEMENT OF THAT SECURITY INTEREST AND IN SO DOING DOES DAMAGE TO SUCH PROPERTY IN AMOUNT GREATER THAN \$500.00 SHALL BE GUILTY OF A MISDEMEANOR OF A HIGH AND AGGRAVATED NATURE O.C.G.A. § 16-9-51

Buyer hereby agrees that in the event of default under the Agreement, AMC and its agents and assigns are authorized to repossess the collateral, without the necessity of court order or any judicial process. AMC and its agents and assigns further agree that AMC and its agents and assigns are permitted to do so at any time of the day or night and may enter and remove said vehicle from Buyer's property or any other property where vehicle may be located. AMC and its agents and assigns are also authorized to use any reasonable means to open or gain entry into said vehicle without causing any undue damage in the process of repossession. In the event of repossession, if I redeem vehicle by making full payment to AMC, this payment will include repossession costs. Buyer agrees that he/she will not keep any personal property of any great value in said vehicle during the term of the Agreement, and assumes any and all responsibility for doing so. Borrower understands that he/she has the right to have this document reviewed by an attorney before signing it

Given under our/my hand and seal on:

(Date)

Dealership Representative

(Buyer)

Dealership

(Co-Buyer)



American Motor Credit

REFERENCE 1

Name:	Relationship:
Address:	City, State, Zip:
Telephone Number:	Additional Telephone Number:

REFERENCE 2

Name:	Relationship:
ADDRESS:	City, State, Zip:
Telephone Number:	Additional Telephone Number:

REFERENCE 3

Name:	Relationship:
Address:	City, State, Zip:
Telephone Number:	Additional Telephone Number:

Date _____ Dealer _____ Customer _____



Three (3) Year **Resident** History

Full Address:	Phone:
Landlord Name/Phone:	Dates:

Full Address:	Phone:
Landlord Name/Phone:	Dates:

Full Address:	Phone:
Landlord Name/Phone:	Dates:

Full Address:	Phone:
Landlord Name/Phone:	Dates:

Three (3) Year **Employment** History

Company:	Phone:
Full Address:	
Position:	Dates:

Company:	Phone:
Full Address:	
Position:	Dates:

Company:	Phone:
Full Address:	
Position:	Dates:

Company:	Phone:
Full Address:	
Position:	Dates:

Company:	Phone:
Full Address:	
Position:	Dates: