

**Local Finance/Collect Payment Assurance GPS Device
DISCLOSURE STATEMENT & AGREEMENT FOR INSTALLATION
(Addendum to Retail Installment Sale Contract)**

Buyer(s) Name(s): _____

Vehicle description: _____
(Year) (Make) (Model) (VIN#)

As an addendum to the Retail Installment Sale Contract (the "Contract") that I signed in connection with my purchase of the above-described vehicle (the "Vehicle"), dated the same date as this **Local Finance/Collect Payment Assurance GPS Device Disclosure Statement & Agreement for Installation** (this "Agreement"), I understand that the Vehicle I am purchasing is equipped with the **Local Finance/Collect Payment Assurance GPS Device** (the "Device"). The Device is designed to ensure that I make my payments on time as required by the Contract. The Device includes a GPS (Global Positioning System) tracking unit that can determine at any time where the Vehicle is located. The Dealer may periodically activate the Device to ensure that the Device is still functioning or to confirm that the Vehicle has not been permanently removed to a location other than that identified as my address or another address I have provided. The Dealership or its designated assignee or representative will not provide any access to or record of the tracking unless required to do so by law, or to enforce any rights Dealer or its designated assignee or representative may have to secure payment of any payments due under any contract between us and/or to secure repossession of the Vehicle as allowed.

In the following, "you" refers to the Buyer (and Co-Buyer) signing below.

PLEASE READ AND INITIAL BELOW TO INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THE FOLLOWING TERMS REGARDING THE INSTALLATION OF THE DEVICE, YOUR OBLIGATIONS CONCERNING MAKING PAYMENTS UNDER THE CONTRACT AND THE CONSEQUENCES OF FAILING TO MAKE A PAYMENT:

1. I understand that installing and maintaining the Device in the Vehicle is a material condition for the Dealership to finance the purchase of the Vehicle. I further understand that I may be able to purchase a Vehicle from another dealership that may not require installation of the Device, but I am choosing to purchase this Vehicle and I consent to having the Device installed.

Initials _____
Buyer Co-Buyer

2. I understand that the Device is the property of the Dealership or its designated assignee. I further understand that if I tamper with, alter, disconnect or remove the Device, I will be considered in default under this Agreement and the Contract and I may be liable for the cost to replace or repair the Device, unless prohibited by law.

Initials _____
Buyer Co-Buyer

3. I understand that the Dealership has the right to assign its rights, title and interest in the Contract at any time. The assignment of the contract by the Dealership will not in any way affect the terms and conditions of this Agreement.

Initials _____
Buyer Co-Buyer

4. I understand that only the Dealership or its authorized representatives are permitted to perform maintenance on the Device or any of its components. Should maintenance or repair be required, I agree to make the Vehicle available to the Dealership or its representatives during their normal business hours. I understand that the Dealership shall have full responsibility for the cost of all repairs to the Device, except for repairs caused by tampering with, altering, disconnecting or removing the Device by persons other than the Dealership or its representatives.

Initials _____
Buyer Co-Buyer

5. I understand that I may choose to purchase the Device after I have made all payments due under the Contract at the price to be determined and agreed upon by the Dealership and me. If I choose to purchase the Device after paying all sums due under the Contract, I will contact the Dealership to do this. If I do not choose to purchase the Device at that time, the Device will be removed from the Vehicle by the Dealership, or otherwise made inoperable so that it will have no effect on the operation of the Vehicle, at no charge to me.

Initials _____

Buyer Co-Buyer

6. Any violation of any terms or conditions of this Disclosure Statement and Agreement, shall also be deemed a material default under the conditional sales contract and/or note and/or security agreement whereby the undersigned Buyer (and Co-Buyer) has purchased the above Vehicle. Upon any default under this Contract or violation of the terms and conditions herein, the Dealership or its designated assignee will be entitled to take any and all actions, including but not limited to repossession and sale, as may be allowed under the terms of the conditional sales contract and/or note and/or security agreement.

Initials _____
 Buyer Co-Buyer

7. Notwithstanding any provision to the contrary contained in the Contract, by signing below, I give up (waive) my common law rights to receive notice of intent to accelerate or notice of acceleration. This means that I give up the right to receive notice that the Dealership or its designated assignee or representative has elected to accelerate the payment terms of the Contract and that the Dealership or its designated assignee or representative may demand that I pay all that I owe on the Contract at once (accelerate).

Initials _____
 Buyer Co-Buyer

8. I understand that the Device will be periodically activated to monitor the Vehicle's location even if I am not in default, in order to verify that the Device is functioning properly, or to confirm that the Vehicle has not been permanently moved to a location other than those addresses provided by me, or another approved address.

Initials _____
 Buyer Co-Buyer

9. I understand and agree that I have no right to privacy regarding the location of the Vehicle, but in the event that any court or other authority were to determine such a right exists, I voluntarily waive any right I may have to privacy in the location of the Vehicle to the fullest extent of the law and authorize the Dealer to use the Device's GPS capabilities to locate the Vehicle in accordance with this agreement

Initials _____
 Buyer Co-Buyer

In the following notice, "you" refers to the Buyer (and Co-Buyer) signing below.

NOTICE: Do not sign this Disclosure Statement and Agreement for Installation without reading it first. By signing below, you are acknowledging that you have been given the opportunity to read this document and have had any questions regarding the device answered to your satisfaction. You are further acknowledging that you fully understand and agree to be bound by all of these terms and conditions set forth herein. This Agreement is hereby incorporated by reference into the Contract. You will hold harmless, defend and indemnify Dealer, its agents and employees, and any assignees, from all claims, demands, damages, costs, causes of action, liabilities or losses to property or person suffered by any other person or entity arising out of or resulting from the use of the Device in the Vehicle, to the fullest possible extent permitted by law. You voluntarily waive any right you may have to privacy in the location of the Vehicle to the fullest extent of the law and authorize us to use the Device's GPS capabilities to locate the Vehicle in accordance with this agreement.

Date this _____ day of _____, 20_____.

Buyer

Authorized Dealership Representative

Co-Buyer