

PREMIER AUTO CREDIT STIPULATIONS CHECKLIST

Please make sure you send all funding packets to:

**OPTIONS CAPITAL GROUP
ATTN: FUNDING
5353 ALPHA ROAD SUITE 210
DALLAS, TX 75240**

- ☐ State Approved Original Contract
- ☐ Buyer's Order/Bill of Sale/Purchase Order
- ☐ Original Credit Application
- ☐ Co-signer Agreement (If applicable)
- ☐ References; Minimum **8** with different addresses (4 friends and 4 close relatives)
- ☐ Landlord Name and Phone Number: _____
- ☐ Title Application with lien holder address:
Premier Auto Credit PO Box 2035 Van Nuys, CA 91404
- ☐ CarFax OR AutoCheck Full Report (Customer MUST sign ALL pages; NO initials)
- ☐ Buyer's Guide
- ☐ NADA or KBB Bookout Sheet Showing Add Ons
- ☐ LDW Forms
- ☐ Agreement to Furnish Insurance
- ☐ Insurance Binder min 6 mth policy (500/500 max ded)
Premier Auto Credit as Lien Holder (See bottom of checklist for lien holder address)
- ☐ Odometer Disclosure Statement
- ☐ GPS Disclosure Form & Must Locate Prior to Funding
- ☐ GPS Serial Number _____
(See second page in packet for contact info to order required GPS)
- ☐ Proof of Residence (Utility Bill, Bank Statement, Credit Card Statement, Phone Bill)
(NO PAST DUE BILLS/NO INSURANCE DOCS) Must be dated within 30 days.
- ☐ Proof of Income- Most recent paystub with YTD or 3 mths bank stmts dated within 30 days
- ☐ Valid Driver's License (\$300 additional fee for no DL)
- ☐ Gap Waiver Form (If applicable)
- ☐ Guarantee of Title

LIEN HOLDER INFORMATION FOR INSURANCE/TITLE WORK:
PREMIER AUTO CREDIT PO BOX 2035 VAN NUYS, CA 91404

******ALL REQUIREMENTS LISTED MUST BE MET BEFORE FUNDS ARE RELEASED TO DEALERSHIP******

INFORMATION TO ORDER GPS UNIT FOR PAC DEALS

GPS Unit Required **(Must be Gold Star by Spireon)**

Please use contact below to order GPS Unit if you do not already have this vendor's GPS units:

Premier Auto Credit

Goldstar- email and contact person.

Gina Dunne

Business Account Executive
Automotive Telematics Solution

Spireon, Inc.

2093 20th Ave SE
Dyersville, IA 52040

P: (563) 258-6624

F: (866) 655-8255

E:gdunne@spireon.com



LOSS DAMAGE WAIVER

THIS IS NOT A POLICY OF INSURANCE

This is a Loss Damage Waiver Agreement is NOT an Insurance Policy. This agreement protects the lienholder interest of Premier Auto Credit in the motor vehicle and waives the buyer's contractual requirement to provide comprehensive and collision coverage to Premier Auto Credit. This agreement does not provide Bodily Injury or Property Damage Liability. This agreement does not comply with any California Compulsory Financial Responsibility Law. If you have any questions about this agreement, consult with an attorney.

The parties to this agreement are **Premier Auto Credit:** P.O. Box 2035, Van Nuys, CA 91404 and

Buyer #1		Buyer #2	
Year	Make	Model	
LDW Monthly Payment Amount	VIN #		

NOTICE OF ACKNOWLEDGEMENT

If Buyer(s) has not provided proof of insurance, Buyer(s) must pay the Loss Damage Waiver Fee listed above. If Buyer(s) has provided acceptable proof of insurance, Buyer(s) is not required to pay the Loss Damage Waiver Fee listed above. By signing below, Buyer(s) acknowledges having read both sides of this document, understands and agrees to be bound by each of the terms and conditions contained in this Loss Damage Waiver Agreement and with this in mind elects to purchase a Loss Damage Waiver from Premier Auto Credit.

If at any time during the term of the retail installment sale contract, Buyer(s) fails to maintain acceptable insurance coverage or fails to provide acceptable proof of such insurance to Premier Auto Credit, Buyer(s) would be in default on the installment sales contract entitling Premier Auto Credit to repossession of the purchased vehicle.

Buyer(s) agrees that this Loss Damage Waiver shall take effect upon his/her failure to maintain or provide proof of acceptable insurance coverage and it allows Premier Auto Credit to add the cost of the Loss Damage Waiver to Buyer(s) retail installment sale contract payment.

Signature of Account Holder(s):	
_____	_____
Date	Customer Signature (Borrower)
_____	_____
Date	Customer Signature (Borrower)

MONTHLY LOSS DAMAGE WAIVER PAYMENTS ARE PAID IN ARREARS OF COVERAGE AND MUST BE PAID TIMELY WITHIN 10 DAYS OF PAYMENT DUE DATE OR THERE WILL BE NO COVERAGE.

Office Use Only:

Review Date: _____

Approved: Yes – No (Circle one)

Buyer has purchased a motor vehicle and has a retail installment sale contract. Buyer is required by the retail installment sale contract to provide insurance to protect Premier Auto Credit's legal interest in the motor vehicle against loss or damage. Premier Auto Credit is willing to sell to Buyer the Loss Damage Waiver and waive the requirement that Buyer provide proof of insurance pursuant to the retail installment sale contract. As consideration for Buyer's purchase of the Loss Damage Waiver, Premier Auto Credit agrees to assume the risk of loss to the motor vehicle from Buyer under the following conditions:

WHEN DAMAGE OCCURS TO THE MOTOR VEHICLE

1. Buyer shall notify Premier Auto Credit within 10 days should the motor vehicle sustain damage or loss exceeding \$500. If Premier Auto Credit is not notified timely, then the date of loss shall be the date Premier Auto Credit receives notice. Failure to notify Premier Auto Credit within 45 days of the date of loss will result in denial of benefit.

2. In the event of loss or damage to the motor vehicle, Premier Auto Credit, in its sole discretion, will determine if the motor vehicle is a total loss. A motor vehicle will be deemed a total loss when the estimated cost of repairing the motor vehicle exceeds the remaining balance due to Premier Auto Credit on the retail installment sale contract. The right to declare a total loss shall be Premier Auto Credit's exclusively.

3. If Premier Auto Credit declares the motor vehicle a total loss, any outstanding contractual balance due to Premier Auto Credit from Buyer at the time the loss is reported to Premier Auto Credit shall be deemed satisfied, except: the first \$500.00 in damages per loss occurrence; all past due payments; interest in arrears through the date of loss; all past due Loss Damage Waiver fees; all late charges and transaction fees; all legal or collection or repossession fees; all impound fees; storage or towing costs exceeding \$150 related to the damage occurrence; and lost salvage fees resulting from a lien sale or other event where Premier Auto Credit cannot obtain or recover the salvage value of

the damaged motor vehicle. The retail installment sale contract shall not be deemed satisfied until all such fees and charges are paid in full.

4. In the event of a total loss, the Loss Damage Waiver is secondary to any existing insurance coverage that Buyer has in force. Premier Auto Credit will waive any contractual balance not satisfied by Buyer's insurance after Premier Auto Credit receives full payment from Buyer's insurance. In a secondary claim, Buyer remains responsible for: \$500.00 deductible; all past due payments; all past due Loss Damage Waiver fees; all late charges and transaction fees; all legal or collection or repossession fees; all impound fees; and any storage or towing costs exceeding \$150 related to the damage occurrence.

5. If damage or loss occurs wherein the outstanding contractual balance is deemed satisfied per paragraph (3) above, Buyer acknowledges that Premier Auto Credit will have no further obligation to Buyer beyond complying with the terms and conditions of this Loss Damage Waiver agreement.

6. In the event of a total loss, Premier Auto Credit reserves the right to retain the damaged motor vehicle, provided, however, that the Buyer shall not abandon the vehicle to Premier Auto Credit without Premier Auto Credit's prior written consent.

CANCELLATION

7. Premier Auto Credit may cancel this Loss Damage Waiver and Premier Auto Credit's obligations hereunder shall be suspended if: (a) Buyer becomes delinquent by 10 days or more on contractual payments of the Loss Damage Waiver Fee; (b) the motor vehicle is repossessed; (c) an accident occurs prior to the effective date of the Loss Damage Waiver. Any repossession of the motor vehicle under this paragraph shall be conducted in compliance with applicable law, and Buyer's rights shall be the same as if the motor vehicle had been repossessed for nonpayment of Buyer's retail installment sale contract.

8. Should Buyer obtain insurance on the motor vehicle in an

amount and with terms satisfactory to Premier Auto Credit, this Loss Damage Waiver shall terminate upon Premier Auto Credit receiving acceptable proof of such insurance. In that event, Premier Auto Credit will calculate any refund due to Buyer on a pro-rata basis subject to a minimum charge of \$25.00.

9. Premier Auto Credit reserves the right to cancel the Loss Damage Waiver at any time without cause. Upon receipt of written notice of such cancellation, Buyer shall be responsible for obtaining insurance coverage as required by Premier Auto Credit.

GENERAL TERMS AND DENIALS

10. This Loss Damage Waiver is not an insurance policy and is not intended to provide Buyer with any benefit whatsoever beyond shifting the risk of loss of the motor vehicle from Buyer to Premier Auto Credit up to an amount equaling the remaining balance on the retail installment sales contract.

11. This Loss Damage Waiver will not pay for, and the Buyer will remain financially responsible to Premier Auto Credit for, any damage to the motor vehicle as a result of:

(1) Intentional, willful, wanton or reckless conduct; (2) Operation under the influence of drugs or alcohol; (3) Towing or pushing anything; (4) Operation off-road; (5) Use of tire chains; (6) Wear and tear, mechanical or electrical breakdown, repairing or restoration or modification of the motor vehicle; (7) Use for commercial hire; (8) Use in connection with

conduct that could be properly charged as a felony; (9) Speed contest or driver training; (10) Operation outside the United States; (11) Seizure as a result of criminal activity; (12) Conversion or embezzlement by Buyer or anyone in lawful possession.

12. The Loss Damage Waiver does not pay for after-market or premium accessories. Only standard or optional equipment available from the original manufacturer are payable under this Loss Damage Waiver.

13. The Loss Damage Waiver does not provide payments if: (1) The occupants of the motor vehicle have fled the scene; (2) The required documentation has not been furnished to Premier Auto Credit within 30 days of the date of loss; (3) Contractual payments or Loss Damage Waiver Fees were not paid within the 10 day grace period on the date of loss.



LOSS DAMAGE WAIVER

Monthly Payment Chart
(finance charges included)
Effective (1/1/2014 - 12/31/2016)

AMOUNT	FINANCE TERM (MONTHS)									
	01 - 24	25 - 27	28 - 30	31 - 33	34 - 36	37 - 39	40 - 42	43 - 45	46 - 48	49+
2000 - 3000	34	30	29	29	29	29	29	30	30	30
3001 - 3500	39	35	33	33	33	33	33	33	34	34
3501 - 4000	47	42	39	39	39	38	38	39	40	41
4001 - 4500	52	46	43	43	43	42	42	43	43	44
4501 - 5000	57	51	47	47	46	46	46	46	47	48
5001 - 5500	62	55	51	51	50	50	49	50	51	52
5501 - 6000	67	59	55	55	54	54	53	54	54	55
6001 - 6500	73	64	59	59	58	58	57	58	58	59
6501 - 7000	74	65	61	60	59	59	58	59	59	60
7001 - 7500	76	67	62	61	61	60	59	60	61	62
7501 - 8000	78	68	63	63	62	61	61	61	62	63
8001 - 8500	79	70	65	64	63	63	62	63	63	64
8501 - 9000	81	71	66	65	65	64	63	64	64	65
9001 - 9500	83	73	68	67	66	65	64	65	66	67
9501 - 10000	85	74	69	68	67	66	66	66	67	68
10001 - 11000	88	77	72	71	70	69	68	69	69	70
11001 - 12000	91	80	74	73	72	72	71	71	72	73
12001 - 13000	95	73	77	76	75	74	73	74	74	75
13001 - 14000	98	86	80	79	78	77	76	76	77	78
14001 - 15000	102	89	83	81	80	79	78	79	79	80
15001 - 17500	111	96	90	86	85	84	83	86	84	85
17501 - 20000	123	106	100	95	94	93	91	95	93	94
20001 - 25000	143	122	115	108	107	105	104	110	105	107
25001 +	169	143	135	124	123	122	120	130	122	123

DISCLOSURE STATEMENT AND AGREEMENT
FOR INSTALLATION AND USE OF VEHICLE ELECTRONIC TRACKING DEVICE(S)/SYSTEM(S)
PLEASE READ THIS DISCLOSURE STATEMENT AND AGREEMENT IN ITS ENTIRETY FOR INFORMATION
REGARDING THE TRACKING SYSTEM, AND INTENTION TO TRACK THE VEHICLE

This Disclosure Statement and Agreement ("Agreement") is entered into on the _____ day of _____, 20____ between _____ (hereinafter "Buyer", whether one or more) and _____ and its successors and assigns (hereinafter collectively, "Dealer/Assignee") pursuant to a Retail Installment Contract ("Contract") entered into between Buyer and Dealer for the purchase of a _____ (hereinafter, "Vehicle"). The Vehicle that Buyer has elected to buy is equipped with Electronic Tracking Device(s)/System(s) (hereinafter "System"), The System is the property of Dealer/Assignee and has been installed by Dealer/Assignee at its own cost to protect Dealer/Assignee's interest in the Vehicle by keeping track of the location of the Vehicle. The System uses Global Positioning Satellite ("GPS") technology also known as Electronic Tracking Device, which tracks the location of the Vehicle. By signing this Agreement, Buyer agrees to the installation, from time to time, of the System in the Vehicle and its use. Once Buyer has fully paid the amounts due under the Contract and performed any other obligations under the Contract, Buyer shall allow Dealer/Assignee to remove the System at no charge to Buyer. Should Buyer fail to allow Dealer/Assignee to remove the System after full payment and performance or at such other time as Dealer/Assignee requests, then Buyer releases, indemnifies and holds Dealer/Assignee harmless of and from any and all loss, damage, injury and/or death arising from or related to the System,

PLEASE READ AND SIGN EACH STATEMENT BELOW TO ACKNOWLEDGE THAT BUYER
HAS READ, UNDERSTOOD AND ACCEPTED EACH OF THE FOLLOWING TERMS.

1. Buyer understands and consents to the installation of the System, from time to time, on the Vehicle, Buyer further acknowledges that Buyer may be able to buy a Vehicle from another source that may not require installation of the System but are choosing to buy the Vehicle with the System installed.
2. Buyer understands and agrees that the System uses GPS technology that is capable of tracking and locating the Vehicle at all times and keeping a complete record of the Vehicle's speed, direction, movement, location and times of each item recorded., Buyer further understands and agrees that Dealer/Assignee may use the System in any way its capabilities allow which may include, but are not limited to:
 - a. Identifying the places and times where the Vehicle is located before assignee agrees to purchase the Contract as a means of verifying Buyer's residence and employment;
 - b. Tracking and locating the Vehicle at any time or at all times at Dealer/Assignee's discretion; Keeping a record of the movement and/or location of the Vehicle on various dates and times or at all times at Dealer/Assignee's discretion;
 - c. Having the ~ System automatically alert Dealer/Assignee of the Vehicle's location if the Vehicle leaves a pre-defined geographic area established by Dealer/Assignee;
 - d. Using the information provided by the System to protect Dealer/Assignee's interest in the Vehicle in any manner deemed appropriate by Dealer/Assignee;
 - e. Providing information regarding the past or present movement and/or location of the Vehicle at any time or at all times to third parties assisting Dealer/Assignee in protecting its interests or as otherwise permitted under applicable law.
3. Buyer understands and agrees that the purpose of the System is to protect Dealer/Assignee's interests in the Vehicle and no one has represented to Buyer that the System is a theft deterrent System or otherwise provides a benefit to Buyer. Buyer has not agreed to the installation and use of the System in

the Vehicle based upon any benefits to Buyer, However, Buyer agrees that if the Vehicle is stolen, Dealer/Assignee may use the System to provide information to law enforcement agencies, insurers and/or any other third party involved in the investigation, adjustment or settlement of any claim. Buyer agrees to immediately advise Dealer/Assignee upon learning of any theft of the Vehicle and/or System.

4. **Buyer agrees that Dealer/Assignee is not responsible for any incidental or consequential damages relating to or arising from the use of the System in any manner described in this Agreement.**
5. Buyer understands and agrees that the System can be used to track the Vehicle at all times, whether on public or private property, and that by agreeing to the installation and use of the System, **Buyer waives any claim to confidentiality or a right to privacy** as it relates to the operation of the System, Dealer/Assignee's use of the System and to whom Dealer/Assignee provides System information and data, except as otherwise provided under applicable law. Buyer acknowledges that any information collected by Dealer/Assignee from the System is subject to Dealer/Assignee's privacy policies, which have been or will be disclosed to Buyer upon Buyer's written request. Buyer further understands and agrees that the collection of information by the System may affect third parties in the Vehicle and that Buyer is solely responsible for providing notice to such persons that their movement and/or location may be tracked while in the Vehicle.
6. Buyer understands and agrees that the System does not belong to Buyer and that the System belongs to Dealer/Assignee.
7. Buyer acknowledges and agrees that Buyer has not been asked to pay or charged any amount for the System or its installation in the Vehicle and that the cash price that Buyer has agreed to pay for the Vehicle has not been increased in any way due to the installation of the System.
8. Buyer understands and agrees that Dealer/Assignee has the right to assign its rights, title and interest in the Contract at any time. Assignment of the Contract by the Dealer/Assignee will not affect the terms and conditions of this Agreement, except to the extent that the assignee becomes a party to the Agreement.
9. Buyer understands and agrees that the installation and maintenance of the System in the Vehicle is a material condition for the Dealer/Assignee to finance the purchase of the Vehicle and, as such, constitutes consideration for the terms contained in this Agreement and the Contract.
10. Buyer understands and agrees that if Buyer tampers with, alters, disconnects or removes the System from the Vehicle, Buyer shall be liable to Dealer/Assignee for the cost of repairing or replacing the System, in addition to Dealer/Assignee's other remedies, if any.
11. Buyer understands and agrees that only Dealer/Assignee, assignee or one of its authorized representatives is permitted to perform maintenance on the System or any of its components. Should maintenance or repair of the System be required during the term of the Contract or this Agreement, Buyer agrees to make the Vehicle available to Dealer/Assignee or one of their representatives during their normal business hours. Buyer understands and agrees that Dealer and/or assignee shall have full responsibility for the cost of all repairs to the System, except for the repairs noted in Section 10 above.

12. Buyer acknowledges and agrees that Buyer does not have any right to sell, trade-in or otherwise transfer the Vehicle to another party without first paying all outstanding amounts due under the Contract. Buyer further acknowledges and agrees that in the event of any such sale, trade-in or other transfer, Buyer is required to notify the other party of the existence of the System, Dealer/Assignee's name and address and that the System will not be disabled or removed unless and until all amounts due under the Contract are paid.

13, **ARBITRATION.** IN THIS ARBITRATION CLAUSE, "YOU" REFERS TO THE BUYER. EITHER DEALER/ASSIGNEE OR BUYER MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN THEM DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL. 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 DEALER/ASSIGNEE, INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT BUYER WOULD HAVE MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Paragraph/Clause, and the arbitrability of the claim or dispute), between Buyer and Dealer/Assignee or its/their employees, agents, successors or assigns, which arise out of or relate to this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at the election of Buyer or Dealer/Assignee, be resolved by neutral, binding, arbitration and not by a court action.. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. Buyer expressly waives any right Buyer may have to arbitrate a class action.. Buyer may choose any one of the following arbitration organizations and its applicable rules: the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org) or JAMS, 1920 Main St., Ste., 300, Irvine, CA 92614 (www.iamadr.com). Buyer 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 Buyer entered into the Contract, resided when the Contract was entered into or currently resides. Dealer/Assignee will pay Buyer's filing, administration, service or case management fee and Buyer's arbitrator or hearing fee all up to a maximum of \$1,500.. Dealer/Assignee will also pay any additional amounts imposed by the arbitration organization that the arbitrator determines that Dealer/Assignee must pay in order to assure that this Arbitration Clause is enforceable. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law.. The arbitrator's award shall be final and binding on all parties, except that the losing party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. Any arbitration under this arbitration clause shall be governed by the Federal Arbitration Act (9 U.S.C.. § 1 *et seq.*) and not by any state law concerning arbitration.

Buyer and Dealer/Assignee retain any rights to self-help remedies, such as repossession. Buyer and Dealer/Assignee retain the right to seek remedies in court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither Buyer nor Dealer/Assignee 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 clause shall survive any termination, payoff or transfer of this Agreement. If any part of this arbitration clause, other than

waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable, This Agreement shall be governed by the Laws of the United States of America.

Buyer: _____

Co-Buyer: _____

14. Buyer understands and agrees that Dealer/Assignee may delay in exercising any of its rights or remedies set forth in this Agreement or the Contract and/or may forebear its exercise of such rights or remedies.. Buyer understands and agrees that any such delay or forbearance shall not operate as a waiver of Dealer/Assignee's right to exercise such rights or remedies at a later time.
15. Buyer acknowledges that they have read and understood this Agreement and that they have had an opportunity to ask any questions they may have about this Agreement and the System and have had all of their questions fully and completely answered.
16. In the event that a dispute arises concerning this Agreement which dispute is not Arbitrated as provided in Paragraph 1.3 above, all parties hereto their successors and assigns including but not limited to, the Buyer and Dealer/Assignee waive all Attorneys' Fees and Court Costs,
17. Buyer and Dealer/Assignee agree and acknowledge the terms and conditions of this Agreement in no way contradict or supersede the total costs and terms of payment for the Motor Vehicle purchased and the Retail Installment Contract entered into between Buyer and Dealer concurrent with the signing of this Agreement by the parties hereto.

NOTICE: This Agreement is four (4) pages in length and requires 2 full signatures by each Buyer. Do not sign this Agreement without reading all four (4) pages. Buyer is entitled to and will receive an executed copy of this Agreement. By signing below, Buyer acknowledges receipt of a copy of this Agreement. Please save a copy of this Agreement.

Accepted:

Buyer

Date

Buyer

Date

Co-Buyer

Date

Co-Buyer

Date

Dealer

Date



GAP WAIVER ADDENDUM

ELECTION FORM

Please carefully review all of the terms and conditions of the GAP Waiver Addendum prior to signing.

Please note that this GAP Waiver Addendum will only be valid if your vehicle is financed by Premier Auto Credit.

Borrower		Account #	Seller/Dealer		
Borrower Address			Dealer Address		
City	State	ZIP	City	State	ZIP
Vehicle Year	Vehicle Make		Model		
Vehicle ID Number (VIN)			Sale Date	Amount Financed	
MSRP/KBB (Retail)	Mileage		Term in Months		

☐ YES, I elect the GAP Waiver

You understand that the purchase of GAP Waiver addendum is voluntary and is not required by Premier Auto Credit to obtain credit. You understand that this GAP Waiver Addendum is not an offer of insurance coverage. You understand that by purchasing the GAP Waiver Addendum for your installment sales contract that Premier Auto Credit waives, in the event of a Constructive Total Loss, its contractual right to hold you liable for the GAP Amount, subject to the provisions and exclusions identified on this election form. You will remain fully liable for any portion of the balance that is not waived by this GAP Addendum. You understand that this GAP Addendum is not a substitute for collision or property damage insurance. You understand that Premier Auto Credit may retain all of the one-time fee, or pay a portion to a third party as a service fee, or for indemnification.

This Waiver DOES NOT include

- 1) Any refundable additions to the amount financed including such items as service contracts, warranties, and insurance
- 2) Delinquent Payments.
- 3) Late charges, fees, extensions and/or amounts added after installment sales contract inception.

- 5) Any amounts deducted from the primary carrier's settlement due to wear and tear, prior damage, unpaid insurance premiums, salvage (if not disclosed on the sales contract), towing and storage and other condition adjustments.
- 6) Portion of installment sales contract at inception date that exceeds 150% of MSRP (new vehicles) or 130% of Kelly Blue Book (KBB)

Signature of Account Holder(s):

Date

Customer Signature (Borrower)

Date

Customer Signature (Co-Borrower)

***The Primary Insurance deductible is waived only to the extent it is part of the "GAP Amount".**

☐ NO, I do not elect the GAP Waiver

In the event your vehicle is stolen or a total loss and your insurance company pays less than the unpaid net balance of your installment sales contract, you understand you will be fully responsible for any deficiency balance.

Signature of Account Holder(s):

Date

Customer Signature (Borrower)

Date

Customer Signature (Co-Borrower)

TERMS AND CONDITIONS OF THE GAP WAIVER ADDENDUM

This GAP Waiver Addendum is incorporated into and supplements the terms of the Installment Sales Contract. By electing this GAP Waiver Addendum, the Debtor agrees to the terms below and on the reverse side, which are incorporated by reference into this Addendum.

DEFINITIONS

For the purposes of this GAP Waiver Addendum, the following words are defined and their meanings will be as follows:

"We", "us", and "our" refer to Premier Auto Credit; **"I", "you" and "your"** means the borrower/debtor/buyer.

"GAP Amount" means the difference between the primary carrier's physical damage insurance payments for a Constructive Total Loss or, if uninsured, the collateral's Actual Cash Value and the Unpaid Net Balance of the Installment Sales Contract as of the Date of Loss. If you are entitled to collect amounts from others, including but not limited to, primary and other insurance, or salvage sale including tax and license, that portion of the payment will not be covered in the GAP settlement. GAP does not cover deductions made by the Primary Insurance carrier for prior damage or due to prior salvaged title not disclosed on the retail installment contract. Amount waived shall not exceed \$20,000 in total.

"Constructive Total Loss" means the direct and accidental damage to or theft of the Collateral which meets one of these criteria; 1) Either the total cost to repair the Collateral is greater than or equal to the ACV of the Collateral immediately prior to the date of Loss; or 2) The Collateral is stolen and is not recovered within thirty (30) days from the date a police report is filed.

"Actual Cash Value (ACV)" means the retail value of the Collateral, on the Date of Loss, as listed in the Kelly Blue Book retail value for the territory in which the Collateral is principally garaged and with appropriate adjustments for mileage or optional equipment. For any Collateral which has no Kelly Blue Book available, ACV will be determined using the best information available to us which we reasonably believe accurately reflects the retail value of the collateral and is customarily used as the basis for establishing ACV in that territory.

"Primary Insurance" means in force insurance coverage, required by us, and carried by you to protect the covered collateral from collision and comprehensive loss, naming us as Loss Payee or Lien holder and provides liability coverage to any person who has caused the Borrower's collateral to incur a Constructive Total Loss, and for which that person is legally liable. Additionally, Primary Insurance shall be any other coverage we may have protecting our interest in the covered collateral, insuring at least the ACV of the Collateral, contingent upon the failure or absence of Primary Insurance coverage.

"Unpaid Net Balance" means the amount owed by you to clear the outstanding Installment Sales Contract account upon the date of loss. This amount shall not include any unearned finance charges or interest; Installment Sales Contract charges; late charges; deferred payments; delinquent payments; uncollected fees or service charges (i.e. disposition fees, termination fees, penalty fees); refundable prepaid taxes and fees or other items built into or added to the initial Installment Sales Contract balance. This amount also does not include any other proceeds you may duly recover by canceling insurance coverages, service contracts or warranties.

"Delinquent Payments" means any payment, as described in the Installment Sales Contract instrument, which is unpaid after the due date stated in the Installment Sales Contract.

GAP WAIVER ADDENDUM

In consideration for the payment of the fee shown on the reverse side of this form, we will waive the GAP Amount due to a Constructive Total Loss to the collateral shown on the reverse side of this form. The deductible is waived only to the extent it is part of the "GAP Amount". Our maximum waiver shall be the GAP Amount including, if the collateral is protected by Primary Insurance, up to \$500 for the Primary Insurance deductible. If the collateral is not fully protected by Primary Insurance, we will waive only the GAP Amount after subtracting the ACV of the covered collateral from the Unpaid Net Balance and you will remain responsible for the ACV of the collateral. We will not waive the portion of the Unpaid Net Balance attributable to the original Installment Sales Contract amount exceeding 150% of the Manufacturer's Suggested Retail Price (MSRP) on new cars, or 130% of KBB average retail book value on used cars, including all refundable items such as service contracts, warranties, insurance, or other such items.

CANCELLATION / REFUNDS

This GAP Waiver Addendum may be canceled for a full refund within sixty (60) days of the Origination Date for any reason by written request. However, in the event of a Constructive Total Loss of the covered Vehicle, the GAP Waiver Addendum fee will be deemed as fully earned and therefore, no refund will be due. **This GAP Waiver Addendum is fully earned and non-refundable after sixty (60) days from the Origination Date, unless otherwise required by applicable state regulations.** This Addendum shall automatically terminate and without prior notice terminate concurrently with the termination of the Installment Sales Contract for Collateral or sale of Collateral.

ELIGIBILITY REQUIREMENTS, CONDITIONS AND EXCLUSIONS

There are Eligibility requirements, Conditions and Exclusions that could prevent you from receiving benefits under the GAP Waiver Addendum. Please review the following (14) fourteen Exclusions and the (6) six Exclusions listed on the reverse side of the Addendum. This GAP Waiver does not apply when the Constructive Total Loss is; (1) due to losses occurring prior to the GAP Waiver effective date; (2) due to dishonest, fraudulent, criminal, or illegal act, including forgery by the Borrower; (3) due to wear and tear, gradual deterioration, rust, corrosion, or resulting from any repairing, restoration, or remodeling, or resulting from any structural mechanical or electrical breakdown or failure; (4) due to nuclear action or reaction, radiation or radioactive contamination; (5) due to war, whether or not declared, invasion, civil war, insurrection, rebellion or revolution or any consequence of these; (6) due to confiscation of Collateral by a government body or public official; (7) caused by theft of Collateral, unless the Borrower or the Lender files a police report; (8) resulting from the Collateral being operated, used or maintained in any race, speed contest, or other contest; (9) to a vehicle that is part of a fleet that is intended for use as a public or livery conveyance, or any vehicle with commercial use; (10) is to a vehicle with a "salvage" title not disclosed to Premier Auto Credit at the time of sale; (11) caused intentionally by the borrower; (12) due to conversion, embezzlement or secretion by any person in lawful possession of the covered collateral; (13) to other than the standard or optional equipment available from the manufacturer of the covered collateral; (14) sustained outside of the United States of America, its territories or possessions, or is being transported between parts thereof.

NOTICE OF LOSS

You must notify us within 30 days from the Date of Loss and provide the following: (a) verification of the insurance deductible, and (b) copy of police report in the case of unrecovered theft. All insurance proceeds must be made payable to Premier Auto Credit together with a copy of the insurance settlement. Failure to comply with the above requirements shall result in the denial of GAP Waiver Addendum benefits.

IMPORTANT NOTICE

You are solely responsible for the payment of any and all taxes you may owe due to the discharge of your debt under this Addendum.

You may wish to consult with a tax professional. You are reminded that this GAP Waiver is not an insurance policy.

All provisions within this Waiver are subject to state specific regulations.

Notice to Co-signer

You are being asked to guarantee this debt. Think carefully before you do so. If the borrower does not pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

YOU may have to pay up to the full amount of the debt if the borrower does not pay. YOU may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as filing a lawsuit against you. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.

Buyer _____

Date: _____

Cosigner _____

Date: _____

WAIT!!!

Before you send the funding package to Options... did you review the checklist to ensure you are sending in a COMPLETE deal? If your deal is missing stips/docs, the below additional fees will apply. Please **triple** check everything and send funding package to:

Options Capital Group
5353 Alpha Road #210
Dallas, TX 75240

1 stip/doc missing- no fee
2 stips/docs missing \$99 fee
3-4 stips/docs missing \$199 fee
5 or more stips/docs- deal is returned to dealer
and it will cost \$299 to resubmit.