

TRACKER INSTALLATION AGREEMENT/ ADDENDUM

Initials _____

To Motor Vehicle Retail Installment Contract & Security Agreement
Between Buyer, Seller as Identified on Contract & Below ("The Contract")

Buyer / Debtor

Seller

Name _____

Address _____

City _____ ST _____ Zip _____

VIN # _____

DEVICE # _____

This addendum is hereby incorporated in, and shall be a part of, the Contract. In the event of any conflict or inconsistency between the terms of this addendum and the terms of the Contract, the terms of this addendum shall control to the extent necessary to resolve such conflict or inconsistency. All capitalized terms shall have the same meanings as in the Contract.

Additional Terms

BY SIGNING BELOW, YOU AGREE AND CONSENT TO ALL OF THE TERMS OF THIS ADDENDUM.

1. Tracking Device. If not already equipped or installed in Vehicle, you agree to permit us to install a device into Vehicle that allows us to track the location of the Vehicle. This device is designed to protect us until you have paid and performed your obligations under the Contract, our lien has been released from the Vehicle and we have removed the Device from the Vehicle. Installation of the device is required as a condition of approving extension of credit to you and is installed for our protection only. The device is not being sold with the Vehicle. The device and all information we receive from the vehicle remain our sole property. You agree to allow us to remove the device from the vehicle (which we will do at no cost to you) after you have fully paid and performed your obligations under the Contract. If you fail to allow us to remove the Device from the Vehicle after you have fully paid and performed your obligations under the Contract or at such earlier time as we specify, you agree that we will not be liable for, and you agree to hold us harmless from and against, any and all loss, damage, or injury resulting from any activation or malfunction of the device. You agree not to alter, disconnect, misuse or otherwise tamper with the Device. You agree that we will not be liable for any damage to the vehicle caused by tampering with, or the unauthorized removal of the Device.
2. Our use of the Device. If you do not make all or any one of your payments on time, as shown in our records, or any other Event of the Default occurs under the Contract or this Addendum at any time, we have the right, exercised in our sole discretion, to use the Device to locate the Vehicle for repossession. Any delay or forbearance in our exercise of this right does not operate as a waiver of that right. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES RESULTING FROM THE USE THE DEVICE TO LOCATE THE VEHICLE FOR REPOSSESSION.

3. Our Use of Information Obtained through the Device. You agree that we may (i) use the Device to gather information about the location of the Vehicle, (ii) use that information to assist in the repossession of the Vehicle or other exercise of our remedies under the Contract, and (iii) give that information to other persons who may or may not be affiliated with us in connection with the repossession of the Vehicle or other exercise of the remedies under the Contract.

4. Default. You agree that your breach of any of your obligations under this Addendum is an Event of Default under the Contract.

5. Arbitration. Any claim or dispute arising out of or related to the Contract, or any breach of the Contract, shall be resolved by binding arbitration in NY, New York administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction. THE PARTIES EXPRESSLY AGREE TO WAIVE AND FOREGO ANY RIGHT TO TRIAL BY A JUDGE AND/OR JURY IN FAVOR OF FINAL, BINDING AND EXCLUSIVE ARBITRATION. As an exception to this arbitration provision, you and we agree that the rights and remedies described in paragraph 6 on the Contract, which are applicable and available only upon an Event of Default, are not subject to this arbitration provision and may be exercised as provided in that paragraph at any time after an Event of Default. You may obtain a copy of the Commercial Arbitration Rules from the American Arbitration Association at 1633 Broadway, Floor 10 New York, NY 10019-6708 tel. 212-484-4084 (<http://www.adr.org-Rules-Commercial-Arbitration-Rules-and-Mediation-Procedures>).

6. No Other Amendment. Except as otherwise expressly provided in this addendum and any other addendum to the Contract, all terms and provisions of the Contract remain in full force and effect as written in the Contract.

SELLER

BUYER (s) ACKNOWLEDGE (S) RECEIPT OF A
FULLY COMPLETED COPY OF THIS ADDENDUM

By _____

Buyer _____

Title _____

Buyer _____

ORIGINAL TO LENDER - COPY TO CUSTOMER - COPY TO SELLER