Changes to the Ohio Retail Installment Contract

02/20 Revision Date (actually released on 3/3/20)

The changes are listed below, and then are highlighted on the actual contracts on the pages to follow. Any items highlighted in **YELLOW** are new or changed in this revision. Any items highlighted in **GREEN** can be changed using settings in the software or by dealer request. Two contracts are shown: 1) Simple Interest and 2) Precomputed Interest.

Changes to all Pages
- Changed revision date to 02/20 and copyright to 2020.
- Some disclosures have been moved around on the contract. Each individual disclosure that was moved is not highlighted unless there have also been language changes.

Changes to Page 1
- Removed the line “CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT” as similar language already exists.

Changes to Page 2
- **OPTIONAL GAP WAIVER (DEBT CANCELLATION AGREEMENT).**
  - Changed the title of this section and revised the language for clarity.

Changes to Page 3
- **INSURANCE YOU MUST HAVE ON THE VEHICLE.**
  - Added “Dual Interest Property Insurance” in the first paragraph.
  - Changed the word “will” to “must” in the following sentence (italics added for emphasis):
    - “Each policy you get must provide that the insurance company will give us at least 10 days’ written notice before the policy is canceled.”
  - Changed the following sentences (italics for emphasis on new language):
    - “Any coverage we buy will pay claims to us for physical damage to the vehicle. Such coverage will not include insurance on liability for bodily injury or property damage, and will not meet the requirement for proof of financial responsibility under Ohio law.”
    - It used to read: “Any coverage we buy will not include insurance on liability for bodily injury or property damage, except with respect to the vehicle, and will not meet the requirement for proof of financial responsibility under Ohio law.”
- **ACKNOWLEDGEMENT OF DUAL INTEREST PROPERTY INSURANCE TO BE FINANCED.**
  - Added “Dual Interest Property” to “Insurance” in the header and the first sentence.
- **SECURITY INTEREST.**
  - Added the word “received” in the first sentence as follows (italics for emphasis):
    - “You give us a security interest in the vehicle; any money or goods received (proceeds) for the vehicle,...”
- **DEFAULT.**
  - Changed the first sentence to better describe events of default.

Changes to Page 4
- **RE-SALE OF VEHICLE.**
  - Changed “rate” to “Annual Percentage Rate” in the last sentence.
• **PROHIBITION AGAINST USE FOR HIRE, RENT, OR TRANSPORTATION NETWORK PURPOSES.**
  - Added this new section.
• **ACKNOWLEDGEMENT OF PURCHASE OF VEHICLE CONTAINING ELECTRONIC TRACKING AND/OR PAST DUE STARTER INTERRUPT DEVICE AS CONDITION OF SALE.**
  - Combined two sections into this one section and added a checkbox.

Changes to Page 5
• Changed the following sentences to print in all capital letters and bold font:
  - “ARBITRATION WILL BE BY ONE ARBITRATOR ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION. YOU WAIVE ANY RIGHT YOU MAY HAVE TO ARBITRATE A DISPUTE AS A CLASS ACTION (THIS IS REFERRED TO BELOW AS THE “CLASS ACTION WAIVER”).”
In this contract, “you” and “your” refer to the Buyer or Buyers signing below. “Seller,” “we” and “us” refer to the Seller shown above. “Holder” is the Seller, or, if this contract has been assigned, the party who has been assigned this contract. “Vehicle” refers to the vehicle described below. “Buyer,” “you” and “your” shall include the plural. You promise to pay to the order of the Holder (at its office or at such other place as the Holder may designate and instruct you) the Amount Financed and the Finance Charge (see below) as outlined in the schedule of payments below and as described in this contract.

This Vehicle will primarily be used for: □ Personal, Family or Household Use  □ Business Use
New/Used □ Demo □ Factory Official □ Rental
Year Make Model Vehicle Identification Number Mileage: □ Estimate □ Actual

Description of Trade-In(s):

<table>
<thead>
<tr>
<th>ANNUAL PERCENTAGE RATE</th>
<th>FINANCE CHARGE</th>
<th>AMOUNT FINANCED</th>
<th>TOTAL OF PAYMENTS</th>
<th>TOTAL SALE PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>THE COST OF YOUR CREDIT AS A YEARLY RATE: %</td>
<td>THE DOLLAR AMOUNT THE CREDIT WILL COST YOU. $</td>
<td>THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF. $</td>
<td>THE AMOUNT YOU WILL HAVE PAID AFTER YOU HAVE MADE ALL PAYMENTS AS SCHEDULED. $</td>
<td>THE TOTAL COST OF YOUR PURCHASE ON CREDIT, INCLUDING YOUR DOWN PAYMENT OF $ IS $</td>
</tr>
</tbody>
</table>

Your Payment Schedule Will Be:
Number of Payments Amount of Payments When Payments are Due

Late Charge:
Prepayment: If you pay off all or any part of your debt early, you will not have to pay a penalty.
Security Interest: You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, our right to accelerate the maturity of this obligation, any required repayment in full before the scheduled date, prepayment refunds and penalties, and our security interest.

HOW THIS CONTRACT CAN BE CHANGED. This contract and the related documents that you sign contemporaneously with this contract contain the entire agreement between you and us relating to the sale and financing of the motor vehicle. Any change to this contract must be in writing and we must sign it. If any part of this contract is not valid, all other parts stay valid.

Buyer Signs X ___________________________ Co-Buyer Signs X ___________________________

NOTICE TO BUYER
Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

Signed, sealed and delivered by the Buyer, who hereby acknowledges receipt of a completed copy of this contract and agrees to its terms.

Buyer Signs X ___________________________ Date ___________________________ Co-Buyer Signs X ___________________________ Date ___________________________

Buyers and Other Owners - A buyer is a person who is responsible for paying the entire debt. An "other owner" is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here ___________________________ Date ___________________________ Address ___________________________

Seller Signs ___________________________ Date ___________________________ Printed Name ___________________________ Title ___________________________

This contract consists of 5 pages. Be sure to initial pages 2 through 5 as indicated.

THIS CONTRACT CONTAINS AN ARBITRATION CLAUSE ON PAGE 5.
ITEMIZATION OF AMOUNT FINANCED

(1) CASH PRICE of Vehicle, Accessories and Taxes ________________ (1)

(2) OTHER CHARGES INCLUDING AMOUNTS PAID TO OTHERS ON YOUR BEHALF
   a. Government License and/or Registration Fees ____________________________
   b. Government Certificate of Title Fees ____________________________
   c. To ____________________________ for Extended Service Contract*
      ____________________________
   d. To Seller for Documentary Service Charge ____________________________
   e. ____________________________
   f. ____________________________
   g. ____________________________
   h. ____________________________
   i. ____________________________
   j. ____________________________
   k. ____________________________

   TOTAL OTHER CHARGES AND AMOUNTS PAID TO OTHERS ON YOUR BEHALF
   [((a)+(b)+(c)+(d)+(e)+(f)+(g)+(h)+(i)+(j)+(k)] ________________ (2)

(3) TOTAL CASH PRICE [(1) + (2)] ________________ (3)

(4) DOWN PAYMENT
   l. Cash Down Payment ____________________________
   m. Deferred Down Payment ____________________________
   n. Net Trade In ____________________________

   TOTAL DOWN PAYMENT [[(l)+(m)+(n)]] ____________________________ (4)

If Total Down Payment is negative enter $0.00 and insert that amount on (2)k above

(5) UNPAID CASH PRICE [(3)-(4)] ____________________________ (5)

(6) INSURANCE
   o. To Insurance Company for Credit Life Premium* ____________________________
   p. To Insurance Company for Credit Disability Premium* ____________________________

   TOTAL INSURANCE CHARGES [((o)+(p))] ____________________________ (6)

(7) AMOUNT FINANCED (Principal Balance) [(5)+(6)] ____________________________ (7)

(8) FINANCE CHARGE ____________________________ (8)

(9) TOTAL OF PAYMENTS (Time Balance) [(7)+(8)] ____________________________ (9)

*Seller May Retain A Portion of These Amounts

OPTIMAL GAP WAIVER (DEBT CANCELLATION AGREEMENT). A Guaranteed Asset Protection ("GAP") Waiver or Debt Cancellation Agreement is not required to obtain credit and will not be provided unless you sign below and agree to pay the additional cost. If you agree to buy a GAP Waiver, the charge is shown below and in the Itemization of Amount Financed. Your GAP Waiver Agreement is a part of this contract. See your GAP Waiver Agreement for details on the protection it provides.

Name of GAP Waiver Agreement ____________________________

Price: $_________________ Term: ____________________________

You want to purchase the optional GAP Waiver:

X Signature of Buyer Requesting Coverage ____________________________ Date ____________________________

X Signature of Co-Buyer Requesting Coverage ____________________________ Date ____________________________

EXTENDED SERVICE CONTRACT. An Extended Service Contract is optional. An Extended Service Contract is not required to obtain credit and will not be provided unless you sign below and agree to pay the additional cost. If you agree to buy an Extended Service Contract, the charge is shown below and in the Itemization of Amount Financed. Your Extended Service Contract is a part of this contract. See your Extended Service Contract for details on the protection it provides.

Name of Extended Service Contract ____________________________

Price: $_________________ Term: ____________________________

You want to purchase the optional Extended Service Contract:

X Signature of Buyer Requesting Coverage ____________________________ Date ____________________________

X Signature of Co-Buyer Requesting Coverage ____________________________ Date ____________________________
The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

INSURANCE YOU MUST HAVE ON THE VEHICLE. You must keep the vehicle insured against damage or loss ("Dual Interest Property Insurance") until you have paid all that you owe under this contract. You will provide coverage in the amount of the vehicle’s actual cash value less a maximum deductible of $1,500. You may purchase, or provide through an existing policy, the Dual Interest Property Insurance through anyone you choose who is reasonably acceptable to us. Each policy you get must provide that the insurance company will give us at least 10 days’ written notice before the policy is canceled. You must name us as the person to be paid under the policy in the event of damage or loss. If the vehicle is damaged or lost, at our option, we can use the insurance proceeds to replace or repair it or to repay any amounts you owe under this contract.

If you do not obtain and maintain the insurance required by this contract and do not continue to provide satisfactory proof of insurance, we will consider this contract in default. We may, at our option, repossess the vehicle or pursue any other remedy provided for in this contract. If we choose, we may buy the insurance described above covering our interest in the vehicle only. Any coverage we buy will pay claims to us for physical damage to the vehicle. Such coverage will not include insurance on liability for bodily injury or property damage and will not meet the requirement for proof of financial responsibility under Ohio law. We will cancel any insurance we may have placed upon receipt of evidence of your having acceptable insurance in effect.

You will deliver to us an insurance policy meeting the requirements listed above to be issued by

Insurance Company

____________________________________
Agent

ACKNOWLEDGEMENT OF DUAL INTEREST PROPERTY INSURANCE TO BE FINANCED. If we finance the Dual Interest Property Insurance you are required by this contract to have, the following applies:

Name of Insurer: ________________________________________

Term of Insurance: __________________________ Premium: __________________________

You agree that the premium for the above-described insurance will be included in the Amount Financed under this contract.

Buyer          Co-Buyer

FINANCE CHARGE AND PAYMENTS. We will compute your Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. We based the Finance Charge, Total of Payments and the Total Sale Price shown in this contract on the assumption that you will make each payment in the amount due and on the date due. These amounts will be more if you pay late and less if you pay early. These changes may take the form of a larger or smaller last payment or, if we choose, additional payments of the same amount as your scheduled payments with a smaller final payment. We will notify you about these changes before your final scheduled payment is due.

PREPAYMENT. You may prepay all or any part of the debt that you owe under this contract at any time without penalty. If you do, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the prepayment date.

APPLYING PAYMENTS. We may apply your payments to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe us in any order we choose, as permitted by applicable law.

OWNERSHIP AND RISK OF LOSS. You agree to pay us all amounts owed under this contract, regardless of whether the vehicle is damaged, destroyed or missing. You agree not to transfer any interest in the vehicle or this contract without our written permission. You agree to keep the vehicle in good order and repair, allowing for ordinary wear and tear. You will make sure our security interest on the vehicle is shown on the title. If we pay any repairs, storage, taxes, fines or other charges, you agree to repay us.

CHANGE OF ADDRESS. You agree to notify us immediately of a permanent change of address.

SECURITY INTEREST. You give us a security interest in the vehicle; any money or goods received (proceeds) for the vehicle; any accessories, equipment, modifications, or replacement parts installed in the vehicle; any insurance premiums and charges for service contracts returned to us; and any proceeds of service contracts or insurance policies on your life or health which are financed in this contract. This security interest secures all amounts you owe, and all of your other obligations, under this contract, as it may be amended from time to time.

LATE CHARGE.

DEFAULT. Any of the following events will be considered a default: you fail to pay any installment when it is due; you fail to perform or breach any obligation under this contract; you fail to obtain and maintain the insurance that this contract requires; you make any misstatement or misrepresentation and we rely on that misstatement or misrepresentation; you become insolvent; any judgment is entered against you; or the vehicle is transferred without our written consent, or seized under any legal process. If you default, we or we believe in good faith that you are not going to keep any of your promises, we can demand that you immediately pay all that you owe. We do not have to give you notice that we are demanding or intend to demand immediate payment of all that you owe. We may repossess the vehicle; take any reasonable measures to correct the default, or save us from loss; or pursue any other remedy permitted by law in recovering the full remaining amount due. If your only default is that you did not pay a payment on time, we may accelerate this contract only if your default continues for at least 30 days.

REPOSSESSION. If you are in default, we may take the vehicle from you if we may do so without a breach of the peace. We may repossess the vehicle by any means including entering your property, or the property where it is stored. Personal property found in the vehicle will be stored at your expense and will be returned to you if you identify it within a reasonable amount of time. We will dispose of such property after we have given you any notice and time to recover it that the law requires. However, we will keep any vehicle accessories, equipment, modifications, or replacement parts.
RETURN OF THE VEHICLE TO YOU. If we repossess the vehicle, the law gives you the right to get it back in certain circumstances. We will tell you what you have to do to get the vehicle back. Your right to the return of the vehicle will end if and when the vehicle is re-sold. You may also have the right to have this contract reinstated by paying less than the entire remaining amount owed. If you have this right, we will send you a notice explaining what you must do and what you must pay to have this contract reinstated. Your right to reinstate may not be exercised more than once with respect to a single debt.

RE-SALE OF VEHICLE. If your vehicle has been repossessed, we may sell your vehicle in a public sale. At least 10 days in advance, we will send you notice of the re-sale to your last known address. Once your vehicle is sold, the proceeds will be credited to your account after reasonable expenses for retaking, holding, preparing for sale, processing and selling the vehicle are paid. Any surplus after applying the proceeds to your account will be returned to you unless we are required by law to pay the proceeds to another person. You must pay any deficiency in your account after the proceeds of sale are applied. Any deficiency that you do not satisfy upon our demand will bear interest at the maximum Annual Percentage Rate allowed by law.

COLLECTION COSTS. If you are in default and we demand full payment, you agree to pay us interest on the amount you owe at the Annual Percentage Rate shown in this contract. You will also pay all reasonable expenses for collection and enforcement as permitted by applicable law.

WHO IS BOUND. This contract is binding upon the parties, their heirs, executors, personal representatives, and/or successors and assigns.

TRANSFER OF RIGHTS. We may transfer this contract to another person. That person will then have all of our rights, privileges, and remedies.

JOINT LIABILITY. All persons who sign this contract as Buyers are jointly and severally liable. We may enforce or release our rights entirely with respect to one Buyer without affecting our rights as to any other Buyer.

GOVERNING LAW. Federal and Ohio law apply to this contract.

NO WAIVER. We can delay or refrain from enforcing any of our rights under this contract without losing them.

INTERPRETATION. If for any reason any section of this contract is deemed invalid, all other sections will remain enforceable.

PROHIBITION AGAINST USE FOR HIRE, RENT, OR TRANSPORTATION NETWORK PURPOSES. If the preceding box is checked, you agree that the vehicle will be used solely for your personal, family or household use and not for hire, rent, or any commercial ride-sharing program in which you (or anyone to whom you consent) drive customers in the vehicle in return for compensation or the anticipation of compensation.

TELEPHONE MONITORING AND CALLING. You agree that we may monitor and record telephone calls regarding your account to assure the quality of our service. In addition and subject to applicable law, in connection with servicing your account and/or collecting amounts you may owe, you expressly consent that we may call you and send text messages to you using prerecorded/artificial voice messages or an automatic dialing device. We may do so using any telephone number you provide to us, including a cellular phone, which may result in charges to you.

RETURNED CHECK CHARGE. You agree to pay a charge of the greater of either $ or an amount equal to the actual charge by the depository institution for the return of unpaid or dishonored checks. "Check" includes a bank check or any other instrument that you use to make any payment under this contract.

WARRANTIES SELLER DISCLAIMERS. Unless we make a written warranty, or enter into a service contract within 90 days from the date of this contract, we make no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the manufacturer may offer.

ACKNOWLEDGEMENT OF PURCHASE OF VEHICLE CONTAINING ELECTRONIC TRACKING AND/OR PAST DUE STARTER INTERRUPT DEVICE AS CONDITION OF SALE.

If the preceding box is checked, you understand that we have placed a tracking device on the vehicle, and you agree to the placement of the tracking device as a condition of sale. You agree that we may use this device to find the vehicle. You understand that if this device is also a payment guarantee device and you do not make all payments as required under this contract, THIS DEVICE WILL PREVENT THE VEHICLE FROM BEING STARTED. You agree to sign all disclosure forms describing the device, and further understand and agree that these forms are a part of this Contract and are incorporated herein as though fully set forth in this Contract.

USED CAR BUYERS GUIDE: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Note: The following notice applies only to the extent the vehicle is to be used primarily for personal, family or household use.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.
ARBITRATION AGREEMENT

This Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This Arbitration Agreement uses certain defined terms. A "Dispute" is any contract, tort, statutory or other claim or dispute between you and Seller arising out of or relating to your credit application, this contract, or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Arbitration Agreement). "Seller" includes seller's assignee and also includes Seller's and such assignee's employees, agents, successors or assigns. "Dispute" includes any disagreement over the interpretation and scope of this clause, or the arbitrability of the Dispute.

Any Dispute shall, at your or Seller's request, be resolved by binding arbitration and not in court. ARBITRATION WILL BE BY ONE ARBITRATOR ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION. YOU WAIVE ANY RIGHT YOU MAY HAVE TO ARBITRATE A DISPUTE AS A CLASS ACTION (THIS IS REFERRED TO BELOW AS THE "CLASS ACTION WAIVER"). Arbitration will be conducted by and under the rules of the American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY 10019 (www.adr.org), or any other arbitration organization you select, subject to Seller's approval. You may get the rules of the organization by contacting it or visiting its website.

Arbitrators shall be attorneys or retired judges 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, or at some other location convenient to you, or as otherwise required by law. Seller will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $1,500, unless applicable law or the rules of the chosen arbitration organization require Seller to pay more. Each party shall be responsible for its own attorney, expert and other fees, unless otherwise awarded by the arbitrator under applicable law.

The arbitrator's award is final and binding on all parties. Any arbitration shall be governed by the Federal Arbitration Act and not by any state arbitration law.

You and Seller 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. Neither you nor Seller waive the right to arbitrate by filing suit. Any court with jurisdiction may enter judgment on the arbitrator's award. This Arbitration Agreement shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Agreement, other than the class action waiver, is deemed or found to be unenforceable for any reason, the remainder is enforceable. If the class action waiver is deemed or found to be unenforceable, then this entire Arbitration Agreement shall be unenforceable.

This Arbitration Agreement is incorporated into and becomes a part of this contract or any other credit obligation that you enter into with Seller on the contract date shown on Page 1.

You may opt out of this Arbitration Agreement by doing so in writing to the Seller's address on Page 1 of this contract, or a different address the Holder may provide you, sent by registered mail, postmarked no later than 10 days from the contract date.

It is important that you thoroughly read the above Arbitration Agreement before you sign this Contract. It affects your legal rights. By signing this Contract, you acknowledge that you have read and understand this Arbitration Agreement.

By signing this Contract on Page 1, you agree to the terms of this Arbitration Agreement.
FEDERAL TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE
THE COST OF YOUR CREDIT AS A YEARLY RATE.

% $ $ $ 

FINANCE CHARGE
THE DOLLAR AMOUNT THE CREDIT WILL COST YOU.

$ $ $ $ 

AMOUNT FINANCED
THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF.

$ $ $ $ 

TOTAL OF PAYMENTS
THE AMOUNT YOU WILL HAVE PAID AFTER YOU HAVE MADE ALL PAYMENTS AS SCHEDULED.

$ $ $ $ 

TOTAL SALE PRICE
THE TOTAL COST OF YOUR PURCHASE ON CREDIT, INCLUDING YOUR DOWN PAYMENT OF $ IS $ 

Your Payment Schedule Will Be:

Number of Payments Amount of Payments When Payments are Due

Late Charge:

Prepayment: If you pay off all or any part of your debt early, you may be entitled to a refund of part of the finance charge.

Security Interest: You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, our right to accelerate the maturity of this obligation, any required repayment in full before the scheduled date, prepayment refunds and penalties, and our security interest.

HOW THIS CONTRACT CAN BE CHANGED. This contract and the related documents that you sign contemporaneously with this contract contain the entire agreement between you and us relating to the sale and financing of the motor vehicle. Any change to this contract must be in writing and we must sign it. If any part of this contract is not valid, all other parts stay valid.

Buyer Signs X Co-Buyer Signs X

NOTICE TO BUYER
Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

Signed, sealed and delivered by the Buyer, who hereby acknowledges receipt of a completed copy of this contract and agrees to its terms.

Buyer Signs X Date Co-Buyer Signs X Date
Buyers and Other Owners - A buyer is a person who is responsible for paying the entire debt. An "other owner" is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here Date Address

Seller Signs Date Printed Name Title

This contract consists of 5 pages. Be sure to initial pages 2 through 5 as indicated.

THIS CONTRACT CONTAINS AN ARBITRATION CLAUSE ON PAGE 5.
**ITEMIZATION OF AMOUNT FINANCED**

(1) **CASH PRICE** of Vehicle, Accessories and Taxes  

(2) OTHER CHARGES INCLUDING AMOUNTS PAID TO OTHERS ON YOUR BEHALF  
   a. Government License and/or Registration Fees  
   b. Government Certificate of Title Fees  
   c. To ___________________________ for Extended Service Contract*  
   d. To Seller for Documentary Service Charge  
   e. ___________________________  
   f. ___________________________  
   g. ___________________________  
   h. ___________________________  
   i. ___________________________  
   j. ___________________________  
   k. ___________________________  

TOTAL OTHER CHARGES AND AMOUNTS PAID TO OTHERS ON YOUR BEHALF  

If Total Down Payment is negative enter $0.00 and insert that amount on (2)k above  

(3) **TOTAL CASH PRICE** [(1) + (2)]  

(4) **DOWN PAYMENT**  
   a. Cash Down Payment  
   b. ___________________________  
   c. To ___________________________  
   d. To Seller for Documentary Service Charge  
   e. ___________________________  
   f. ___________________________  
   g. ___________________________  
   h. ___________________________  
   i. ___________________________  
   j. ___________________________  
   k. ___________________________  
   m. Deferred Down Payment  
   n. Net Trade In Allowance  
   o. Net Trade In  
   p. Net Trade In  

**TOTAL DOWN PAYMENT** [{(1) + (m) + (n)}]  

(5) **UNPAID CASH PRICE** [(3)- (4)]  

(6) INSURANCE  
   a. To Insurance Company for Credit Life Premium*  
   b. To Insurance Company for Credit Disability Premium*  

**TOTAL INSURANCE CHARGES** [{(o) + (p)}]  

(7) **AMOUNT FINANCED** (Principal Balance) [{(5) + (6)}]  

(8) **FINANCE CHARGE**  

(9) **TOTAL OF PAYMENTS** (Time Balance) [{(7) + (8)}]  

*Seller May Retain A Portion of These Amounts
ADDITIONAL TERMS AND CONDITIONS

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

INSURANCE YOU MUST HAVE ON THE VEHICLE. You must keep the vehicle insured against damage or loss ("Dual Interest Property Insurance") until you have paid all that you owe under this contract. You will provide coverage in the amount of the vehicle's actual cash value less a maximum deductible of $500. If you purchase, or provide through an existing policy, the Dual Interest Property Insurance through anyone you choose who is reasonably acceptable to us. Each policy you get must provide that the insurance company will give us at least 10 days' written notice before the policy is canceled. You must name us as the person to be paid under the policy in the event of damage or loss. If the vehicle is damaged or lost, at our option, we can use the insurance proceeds to replace or repair it or to repay any amounts you owe under this contract.

If you do not obtain and maintain the insurance required by this contract and do not continue to provide satisfactory proof of insurance, we will consider this contract in default. We may, at our option, repossess the vehicle or pursue any other remedy provided for in this contract. If we choose, we may buy the insurance described above covering our interest in the vehicle only. Any coverage we buy will pay claims to us for physical damage to the vehicle. Such coverage will not include insurance on liability for bodily injury or property damage and will not meet the requirement for proof of financial responsibility under Ohio law. We will cancel any insurance we may have placed upon receipt of evidence of your having acceptable insurance in effect.

You will deliver to us an insurance policy meeting the requirements listed above to be issued by

Insurance Company

__________________________________________________________

Agent

ACKNOWLEDGEMENT OF DUAL INTEREST PROPERTY INSURANCE TO BE FINANCED. If we finance the Dual Interest Property Insurance you are required by this contract to have, the following applies:

Name of Insurer: ________________________________________

Term of Insurance: ______________ Premium: ______________

You agree that the premium for the above-described insurance will be included in the Amount Financed under this contract.

Buyer __________________ Co-Buyer __________________

PREPAYMENT OF THE WHOLE CONTRACT. If you prepay in full or if you default and we demand payment of the unpaid balance, you may be entitled to a refund credit of part of the precomputed finance charge. We will determine the credit using the method. We may retain a $10.00 acquisition fee when making this calculation. We will apply the credit to the amount you owe us or refund it to you. We will not refund amounts less than $1.00.

OWNERSHIP AND RISK OF LOSS. You agree to pay us all amounts owed under this contract, regardless of whether the vehicle is damaged, destroyed or missing. You agree not to transfer any interest in the vehicle or this contract without our written permission. You agree to keep the vehicle in good order and repair, allowing for ordinary wear and tear. You will make sure our security interest on the vehicle is shown on the title. If we pay any repairs, storage, taxes, fines or other charges, you agree to repay us.

CHANGE OF ADDRESS. You agree to notify us immediately of a permanent change of address.

SECURITY INTEREST. You give us a security interest in the vehicle; any money or goods received (proceeds) for the vehicle; any accessories, equipment, modifications, or replacement parts installed in the vehicle; any insurance premiums and charges for service contracts returned to us; and any proceeds of service contracts or insurance policies on your life or health which are financed in this contract. This security interest secures all amounts you owe, and all of your other obligations, under this contract, as it may be amended from time to time.

LATE CHARGE.

DEFAULT. Any of the following events will be considered a default: you fail to pay any installment when it is due; you fail to perform or breach any obligation under this contract; you fail to obtain and maintain the insurance that this contract requires; you make any misstatement or misrepresentation and we rely on that misstatement or misrepresentation; you become insolvent; any judgment is entered against you; or the vehicle is transferred without our written consent, or seized under any legal process. If you default, or we believe in good faith that you are not going to keep any of your promises, we can demand that you immediately pay all that you owe. We do not have to give you notice that we are demanding or intend to demand immediate payment of all that you owe. We may repossess the vehicle; take any reasonable measures to correct the default, or save us from loss; or pursue any other remedy permitted by law in recovering the full remaining amount due. If your only default is that you did not pay a payment on time, we may accelerate this contract only if your default continues for at least 30 days.

REPOSSESSION. If you are in default, we may take the vehicle from you if we may do so without a breach of the peace. We may repossess the vehicle by any means including entering your property, or the property where it is stored. Personal property found in the vehicle will be stored at your expense and will be returned to you if you identify it within a reasonable amount of time. We will dispose of such property after we have given you any notice and time to recover it that the law requires. However, we will keep any vehicle accessories, equipment, modifications, or replacement parts.

RETURN OF THE VEHICLE TO YOU. If we repossess the vehicle, the law gives you the right to get it back in certain circumstances. We will tell you what you have to do to get the vehicle back. Your right to the return of the vehicle will end if and when the vehicle is re-sold. You may also have the right to have this contract reinstated by paying less than the entire remaining amount owed. If you have this right, we will send you a notice explaining what you must do and what you must pay to have this contract reinstated. Your right to reinstate may not be exercised more than once with respect to a single debt.
ADDITIONAL TERMS AND CONDITIONS

RE-SALE OF VEHICLE. If your vehicle has been repossessed, we may sell your vehicle in a public sale. At least 10 days in advance, we will send you notice of the re-sale to your last known address. Once your vehicle is sold, the proceeds will be credited to your account after reasonable expenses for re-taking, holding, preparing for sale, processing and selling the vehicle are paid. Any surplus after applying the proceeds to your account will be returned to you unless we are required by law to pay the proceeds to another person. You must pay any deficiency in your account after the proceeds of sale are applied. Any deficiency that you do not satisfy upon our demand will bear interest at the maximum Annual Percentage Rate allowed by law.

COLLECTION COSTS. If you are in default and we demand full payment, you agree to pay us interest on the amount you owe at the Annual Percentage Rate shown in this contract. You will also pay all reasonable expenses of collection and enforcement as permitted by applicable law.

WHO IS BOUND. This contract is binding upon the parties, their heirs, executors, personal representatives, and/or successors and assigns.

TRANSFER OF RIGHTS. We may transfer this contract to another person. That person will then have all of our rights, privileges, and remedies.

JOINT LIABILITY. All persons who sign this contract as Buyers are jointly and severally liable. We may enforce or release our rights entirely with respect to one Buyer without affecting our rights as to any other Buyer.

GOVERNING LAW. Federal and Ohio law apply to this contract.

NO WAIVER. We can delay or refrain from enforcing any of our rights under this contract without losing them.

INTERPRETATION. If for any reason any section of this contract is deemed invalid, all other sections will remain enforceable.

TELEPHONE MONITORING AND CALLING. You agree that we may monitor and record telephone calls regarding your account to assure the quality of our service. In addition and subject to applicable law, in connection with servicing your account and/or collecting amounts you may owe, you expressly consent that we may call you and send text messages to you using prerecorded/artificial voice messages or an automatic dialing device. We may do so using any telephone number you provide to us, including a cellular phone, which may result in charges to you.

PROHIBITION AGAINST USE FOR HIRE, RENT, OR TRANSPORTATION NETWORK PURPOSES.

☐ If the preceding box is checked, you agree that the vehicle will be used solely for your personal, family or household use and not for hire, rent, or any commercial ride-sharing program in which you (or anyone to whom you consent) drive customers in the vehicle in return for compensation or the anticipation of compensation.

RETURNED CHECK CHARGE. You agree to pay a charge of the greater of either $ or an amount equal to the actual charge by the depository institution for the return of unpaid or dishonored checks. “Check” includes a bank check or any other instrument that you use to make any payment under this contract.

WARRANTIES SELLER DISCLAIMS. Unless we make a written warranty, or enter into a service contract within 90 days from the date of this contract, we make no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the manufacturer may offer.

ACKNOWLEDGEMENT OF PURCHASE OF VEHICLE CONTAINING ELECTRONIC TRACKING AND/OR PAST DUE STARTER INTERRUPT DEVICE AS CONDITION OF SALE:

☐ If the preceding box is checked, you understand that we have placed a tracking device on the vehicle, and you agree to the placement of the tracking device as a condition of sale. You agree that we may use this device to find the vehicle. You understand that if this device is also a payment guarantee device and you do not make all payments as required under this contract, THIS DEVICE WILL PREVENT THE VEHICLE FROM BEING STARTED. You agree to sign all disclosure forms describing the device, and further understand and agree that these forms are a part of this Contract and are incorporated herein as though fully set forth in this Contract.

USED CAR BUYERS GUIDE: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte de este contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Note: The following notice applies only to the extent the vehicle is to be used primarily for personal, family or household use.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.
This Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This Arbitration Agreement uses certain defined terms. A "Dispute" is any contract, tort, statutory or other claim or dispute between you and Seller arising out of or relating to your credit application, this contract, or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Arbitration Agreement). "Seller" includes seller's assignee and also includes Seller's and such assignee's employees, agents, successors or assigns. "Dispute" includes any disagreement over the interpretation and scope of this clause, or the arbitrability of the Dispute.

Any Dispute shall, at your or Seller's request, be resolved by binding arbitration and not in court. ARBITRATION WILL BE BY ONE ARBITRATOR ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION. YOU WAIVE ANY RIGHT YOU MAY HAVE TO ARBITRATE A DISPUTE AS A CLASS ACTION (THIS IS REFERRED TO BELOW AS THE "CLASS ACTION WAIVER"). Arbitration will be conducted by and under the rules of the American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY 10019 (www.adr.org), or any other arbitration organization you select, subject to Seller's approval. You may get the rules of the organization by contacting it or visiting its website.

Arbitrators shall be attorneys or retired judges 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, or at some other location convenient to you, or as otherwise required by law. Seller will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of $1,500, unless applicable law or the rules of the chosen arbitration organization require Seller to pay more. Each party shall be responsible for its own attorney, expert and other fees, unless otherwise awarded by the arbitrator under applicable law.

The arbitrator's award is final and binding on all parties. Any arbitration shall be governed by the Federal Arbitration Act and not by any state arbitration law.

You and Seller 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. Neither you nor Seller waive the right to arbitrate by filing suit. Any court with jurisdiction may enter judgment on the arbitrator's award. This Arbitration Agreement shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Agreement, other than the class action waiver, is deemed or found to be unenforceable for any reason, the remainder is enforceable. If the class action waiver is deemed or found to be unenforceable, then this entire Arbitration Agreement shall be unenforceable.

This Arbitration Agreement is incorporated into and becomes a part of this contract or any other credit obligation that you enter into with Seller on the contract date shown on Page 1.

You may opt out of this Arbitration Agreement by doing so in writing to the Seller’s address on Page 1 of this contract, or a different address the Holder may provide you, sent by registered mail, postmarked no later than 10 days from the contract date.

It is important that you thoroughly read the above Arbitration Agreement before you sign this Contract. It affects your legal rights. By signing this Contract, you acknowledge that you have read and understand this Arbitration Agreement.

By signing this Contract on Page 1, you agree to the terms of this Arbitration Agreement.