

PASSTIME™ TRAX PAYMENT ASSURANCE SYSTEM DISCLOSURE STATEMENT AND AGREEMENT FOR INSTALLATION

Buyer(s)
Names: _____ Date: _____

Vehicle
Description: _____
Year Make Model Vehicle Identification Number (VIN)

Pursuant 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 PassTime Payment Assurance System Disclosure Statement and Agreement for Installation (this "Agreement"), I understand that the Vehicle I am purchasing is equipped with the **PASSTIME TRAX PAYMENT ASSURANCE GPS ELECTRONIC 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 my vehicle is located.** This GPS will not be used to determine my driving habits or practices (e.g. speeding) but may be randomly activated to ensure the GPS is still functioning. 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 signing below.

PLEASE READ AND SIGN BELOW TO INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THE FOLLOWING TERMS REGARDING THE INSTALLATION OF THE PASSTIME TRAX PAYMENT ASSURANCE 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.

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 my Contract.

Buyer: Co-Buyer:

3. I understand the Device has a GPS unit as detailed above. **If I fail to make a payment, the GPS device will be used by Dealer or Dealer's assignee or designated representative to track the location of the vehicle for the purpose of assisting in the vehicle's subsequent repossession. If I fail to make payment and repossession is immediately allowed under applicable State law, the GPS will be used immediately to locate and track the Vehicle for immediate repossession. If I fail to make payment when due and live in a State where I am entitled to cure my default, but I fail to cure my default, the GPS will be used to locate and track the Vehicle for repossession after the time for me to cure this nonpayment has run out.** I agree that I have no right to privacy regarding the use of the GPS device to track the location of the vehicle, but in the event that a court, arbitrator, dispute resolution organization or state or federal authority should determine that such a right exists, I hereby waive such right to the fullest extent possible. I understand the GPS unit is not being used to make monies beyond those due and owing under this Agreement and my Contract, but is being used to secure collection of monies I hereby acknowledge I owe and, where allowed, to repossess the Vehicle as allowed.

Buyer: Co-Buyer:

4. I understand that if I tamper with, alter, disconnect or remove the Device from the Vehicle, I may be liable for the cost to replace or repair the Device, unless prohibited by law.

Buyer: Co-Buyer:

5. 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.

Buyer: Co-Buyer:

6. 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 my tampering with, altering, disconnecting or removing the Device.

Buyer: Co-Buyer:

7. I understand that I may have the right to purchase the Device after I have made all payments due under the Contract at a 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. 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.

Buyer: Co-Buyer:

8. 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 /or note/ and /or security agreement whereby the undersigned customer has purchased the above vehicle. Upon any default under this contract or violation of the terms and conditions herein, the secured party 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.

Buyer: Co-Buyer:

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 the terms and conditions set forth herein. This Agreement is hereby incorporated by reference into the Contract.

Dated this _____ day of _____, 20_____.

Buyer

Authorized Dealership Representative

Co-Buyer