

Disclaimer Concerning Use of the Free Customer Disclosure

The Customer Disclosure we provide **free of charge** was created by an attorney who has made a career of dealing with auto dealers and auto related legal issues.

Name and contact information furnished upon request.

Although disclosure is not required in most states, our position is that dealers using starter interrupt and/or gps devices as a collection/recovery tool should properly disclose their use to their customers as part of the closing paperwork.

- We **Strongly Urge** our customers to have their own legal council approve or edit the document to **their satisfaction** before its use.
- We **disclaim and disavow all responsibility** for any legal actions that may arise from its use.

Feel free to ask any questions prior to using this document.

Larry Carter
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**CUSTOMER AGREEMENT AND DISCLOSURE STATEMENT FOR
INSTALLATION OF STARTER INTERRUPT/GPS DEVICE**

IMPORTANT: READ THIS ENTIRE DOCUMENT. IT DESCRIBES THE CONSEQUENCES OF FAILING TO MAKE TIMELY PAYMENTS. YOU SHOULD CONSULT THE CREDITOR BEFORE SIGNING THIS DOCUMENT IF YOU DO NOT UNDERSTAND ANY OF THE TERMS OF THIS AGREEMENT AND DISCLOSURE.

Date:	Creditor Name:
	Creditor Address:
Customer(s):	
Vehicle Description:	

Customer(s) (“you” and “your”) and Creditor (“we”, “us”, and “our”) enter into this Agreement and Disclosure made pursuant to the motor vehicle retail installment contract (“Contract”) executed by you and us for the purchase and financing of the vehicle (“the Vehicle”) identified and described above. **This Agreement and Disclosure, when signed below by you and us, is incorporated into and becomes part of the Contract.**

By initialing below, you acknowledge your understanding of and agreement to each of the terms of this Agreement and Disclosure.

Description of the Device

Initials

_____ The Vehicle has been equipped with a starter interrupt device with GPS capabilities (“the Device”) designed to protect our interests in the Vehicle in the event you fail to keep your promise to make payments when due under the Contract. Subject to any grace or cure periods and any notice required by applicable law, and as described more fully below, the Device allows us to prevent the Vehicle from restarting if we do not receive a payment as scheduled.

_____ The Device’s GPS capabilities allow us to obtain the location of the Vehicle to assist in repossession in the event we must take back the Vehicle due to your default. The GPS capabilities also enable us to protect our security interest in the Vehicle through periodic checks of the Vehicle’s location. These checks ensure that the Vehicle has not been permanently moved to another location without our knowledge. The Device can also help to recover the Vehicle in the event that it is stolen.

_____ You will not be charged for the Device or for its installation. We own the Device. We will remove the Device from the Vehicle upon your written request when you have satisfied all of the obligations under the Contract.

_____ To have the device removed after you satisfy all the obligations under the Contract, write to us at the address identified above.

_____ As the owner of the Device, only we or our authorized representatives are permitted to repair and perform maintenance on the Device or any of its components. You agree to make the Vehicle available to us or our authorized representative should maintenance or repair work become necessary. You will not be responsible for the costs of any repairs or replacements of the Device, except if repair or replacement is caused by your tampering with, altering, disconnecting or removing the Device. To the extent not prohibited by applicable law, you will pay the costs of necessary repairs or replacements required because you tampered with, altered, disconnected, or removed the Device.

If You Default

_____ You are obligated to make timely payments to us under the Contract. If we do not receive a payment from you on or before the scheduled due date, you will be in default. You also will be in default under the Contract if you tamper with, alter, disconnect or remove the Device, to the extent not prohibited by applicable law.

_____ If you default on your obligations to us, the Device enables us to disable the Vehicle's starter from a remote location and to track the Vehicle's location using satellite technology. We may use the Device's GPS capabilities to locate the Vehicle or for any other purpose not prohibited by applicable law.

_____ If we disable the starter, and subject to any grace or cure periods and any notice required under applicable law, you will not be able to restart the Vehicle until you have paid us the amount necessary to bring your payments current under the terms of the Contract or have otherwise cured your default.

_____ If you fail to cure the default, we may take any action as permitted under applicable law, including THE RIGHT TO REPOSSESS THE VEHICLE. We will use the Device's GPS technology to locate the Vehicle for this purpose and any other purpose not prohibited by applicable law.

Emergency Access to the Vehicle

_____ If we use the Device to disable the starter due to your default and you experience an emergency requiring you to have access to an operational vehicle, you may request and we may provide you with the ability to restart

_____ your Vehicle. We are not obligated to provide you with emergency access, however. Such emergency access will be given at our discretion. To request emergency access, call us at: _____ There may be some times of the day when you are less likely to reach us to make a request for emergency access, particularly if you call other than during our normal business hours, which are: _____

_____ If we grant emergency access, the Vehicle will remain operational for 24 hours after access is granted, after which the starter will again be disabled if you have not cured your default. Our granting of emergency access shall not be deemed a waiver of our rights under the Contract.

Rights of Assignees of the Contract

_____ We have the right to assign our rights, title and interest in the Contract at any time. If the Contract is assigned, the holder of the Contract will have all of our rights under the Contract, including those incorporated into the Contract by this Agreement and Disclosure.

Voluntary Election to Purchase and Consent to Device

We require the installation of the Device in the Vehicle as a condition to our extension of credit to you under the Contract. You are not obligated to purchase a vehicle from us. You are free to obtain a vehicle or vehicle financing from another source that does not require installation of the Device or a similar starter interrupt system. By executing this Agreement and Disclosure and the Contract, you acknowledge that you have voluntarily chosen to purchase and finance the Vehicle and consent to having the Device installed in the Vehicle.

BY SIGNING BELOW, you agree to the Device's installation and to its use until you satisfy all of the obligations under the Contract. In addition, you acknowledge that you understand how the Device works and agree that the installation and maintenance of the Device in the Vehicle is a material condition for us to finance your purchase of the Vehicle, and as such constitutes consideration for the terms of the Contract. You acknowledge that you have read, understand, and agree to the terms of this Agreement and Disclosure regarding your right to override the disablement of the starter in the event of an emergency. You acknowledge that you have had any questions regarding the Device answered to your satisfaction.

BY SIGNING BELOW, you voluntarily waive any right you may have to privacy in the location of the Vehicle and authorize us to use the GPS capabilities to locate the Vehicle if you default or for any other purposes not prohibited under applicable law. You also agree to hold harmless, defend and indemnify us, our agents, employees, and servants, and each of them, from all claims, demands, causes of action, damages, costs, liabilities or losses, in law or equity, to property or person suffered or sustained by any other person or entity arising out of or resulting from the intended use or termination of the Device in the Vehicle, to the fullest extent permitted by applicable law.

BY SIGNING BELOW, you acknowledge that you have been warned not to sign this document before you read it. You understand that you are entitled to receive a copy of this document. By signing below, you acknowledge reading and receiving a copy of this document and agreeing to its terms.

Customer # 1 **Date**

Customer # 2 **Date**

Creditor Name: _____

By: _____
Authorized Signature