

**PROPOSED REGULATION OF THE COMMISSIONER OF
FINANCIAL INSTITUTIONS**

LCB File No. R142-97

October 20, 1997

EXPLANATION – Matter in *italics* is new; matter in brackets [] is material to be omitted.

AUTHORITY: NRS 97.299.

Section 1. NAC 97.110 is hereby amended to read as follows:

97.110 Except as specifically provided in NAC 97.135 for the sale of any vehicle described in that section, the following form of contract for sale and security agreement must be used in any sale of a vehicle if the sale is governed by the provisions of NRS 97.299 and simple interest is to be paid in connection with the sale:

Section A
Section B
Section C
Section D

Section E

SECTION A:

Buyer's Name(s):

Name:

Address:

City: County:.....

State: Zip:

Phone: (.....)

CREDITOR:

Address:

City: County:.....

State: Zip:

Phone: (.....)

Stock No.:

Salesman: Date:

Bus. Phone: Res. Phone:

SECTION B:

DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH IN LENDING ACT.

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate:percent

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 SALES PRICE

The total cost of your purchase on credit, including your down payment of
\$.....: \$

Your Payment Schedule will be:

Number of payments:.....

Amount of payments:.....

When payments are due:.....

Number of payments:.....

Amount of payments:.....

When payments are due:.....

Number of payments:.....

Amount of payments:.....

When payments are due:.....

(e) means an estimate

INSURANCE:

Credit life insurance , [and] credit disability insurance *and debt cancellation coverage, which is also know as GAP coverage*, are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Credit life: Premium: \$ Term:.....

Signature(s):

I want credit life insurance:

Joint credit life: Premium: \$ Term:.....

Signature(s):

We want joint credit life insurance:

Credit disability: Premium: \$..... Term:.....

Signature(s):

I want credit disability insurance:.....

Credit life and disability: Premium: \$..... Term:.....

Signature(s):

I want credit life and disability insurance:.....

Joint credit life and disability: Premium: \$..... Term:

Signature(s):

We want joint credit life and single disability insurance:.....

Debt cancellation coverage (GAP coverage): Premium or Fee: \$ Term:

Signature(s):

I want debt cancellation coverage (GAP coverage):.....

You may obtain property insurance from anyone you want that is acceptable to the Creditor above. If you get the insurance from the Creditor you will pay \$..... and the term of the insurance will be

SECURITY: You are giving a security interest in the goods or property being purchased.

Other (Check if applicable)

Filing fee: \$..... Nonfiling insurance: \$

LATE CHARGE: If a payment is more than 10 days late, you will be charged \$15 or 8 percent of the payment, whichever is less.

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and penalties.

SECTION C: ITEMIZATION OF AMOUNT FINANCED.

1. Vehicle Selling Price	\$.....
[Plus: Documentary Fees	\$.....
Plus: Emission Inspection Fee	\$.....]
Plus: Other (.....)	\$.....
Plus: Other (.....)	\$.....

Taxable Selling Price	\$.....
2. Total Sales Tax	\$.....
3. Luxury Tax.....	\$.....
4. <i>Amounts Paid to Public Officials</i>	
<i>a. Titling Fee</i>	<i>\$.....</i>
<i>b. Registration Fee</i>	<i>\$.....</i>
<i>c. Other.....</i>	<i>\$.....</i>
5. Plus Other Charges	
a. Extended Service [Contract] <i>Contract*</i> \$.....	
b. <i>Documentary Fees</i> \$.....	
c. <i>Emission Inspection Fees</i> \$.....	
d. Driveaway Permit \$.....	
[c.] e. Other (.....) \$.....	
[d.] f. Other (.....) \$.....	
Total OTHER CHARGES [(Add 4a through 4d)] (<i>Add 5a through 5f</i>)	\$.....
[5.] 6. TOTAL CASH SALES PRICE [(Add 1 through 4)] (<i>Add 1 through 5</i>)	\$.....

[6.] 7. Gross Trade-In Allowance \$.....

Year	Make	Model
	Minus: Payoff Balance	\$.....
	Net Trade-In Allowance.....	\$.....

[7.] 8. Down Payment (Other Than Net Trade-In Allowance):

- a. Trade-In Sales Tax Credit \$.....
- b. Cash \$.....
- c. Manufacturer's Rebate \$.....
- d. Other (.....) \$.....

Down Payment [(Add 7a through 7d)] (Add 8a through 8d) \$.....

[8.] 9. TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE

[(Add 6 and 7)] (Add 7 and 8) \$.....

[9.] 10. UNPAID BALANCE OF CASH SALES PRICE

[(Subtract 8 from 5)] (Subtract 9 from 6) \$.....

[10. Plus Insurance Charges]

11. Plus Optional Insurance Charges*

- a. Credit Life Insurance Premium

Paid to (.....)
Term (.....) \$.....

b. Credit Disability Insurance Premium

Paid to (.....)
Term (.....) \$.....

c. *Debt Cancellation Coverage (GAP Coverage)**

Paid to (.....)
Term (.....) \$.....

d. Other Insurance

Paid to (.....)
Term (.....) \$.....

[11.] 12. TOTAL AMOUNT FINANCED [(Add 9 and 10)] (Add 10 and 11) \$.....

[Note: Aggregate Fees Paid to Governmental Agencies \$.....]

**Seller may retain or receive a portion of this amount.*

SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT.

This contract is made, 19...., between you, the Buyer(s) shown above, and us, the Seller shown as Creditor above. Having been quoted a cash price and a credit price and having

chosen to pay the credit price (shown as the Total Sales Price in Section B above), you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as “Collateral”):

New or Used: Year and Make:.....

Series:..... Body Style: No. Cyl.:

If truck, ton capacity:

Manufacturer’s Serial Number:

Use for which purchased: Personal Business Agriculture

INCLUDING:

- | | | |
|--|---|---|
| <input type="checkbox"/> Sun/Moon Roof | <input type="checkbox"/> Air Conditioning | <input type="checkbox"/> Automatic Transmission |
| <input type="checkbox"/> Power Steering | <input type="checkbox"/> Power Door Locks | <input type="checkbox"/> Power Seats |
| <input type="checkbox"/> Power Windows | <input type="checkbox"/> Tilt Wheel | <input type="checkbox"/> Vinyl Top |
| <input type="checkbox"/> Cassette | <input type="checkbox"/> Cruise Control | <input type="checkbox"/> AM/FM Stereo |
| <input type="checkbox"/> Compact Disc Player | | |

.....Color Tires Lic. No.

You, severally and jointly, promise to pay to us the Total of Payments (shown in Section B above) according to the Payment Schedule (also shown in Section B above), until paid in full, together with interest after maturity at the Annual Percentage Rate disclosed above.

To secure such payment, you grant to us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessions to and proceeds of the Collateral. Insurance in which we or our assignee are named as beneficiary or loss payee, including any proceeds of such insurance or refunds of unearned premiums, or both, are assigned as additional security for this obligation and any other obligation created in connection with this sale. We, our successors and assigns, hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interests and assignments granted by you in this contract.

Address where Collateral will be located:

.....
Street City

.....
County State

Your address after receipt of possession of Collateral:

.....
Street City

.....
County

State

STATE DISCLOSURE REQUIREMENTS: The provisions of Section B and Section C above are incorporated into this agreement for purposes of state disclosure requirements.

Additional Terms and Conditions: The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference.

OPTION: You pay no Finance Charge if the Total Amount Financed, item No. 12, Section C, is paid in full on or before....., 19....

SELLER'S INITIALS:

SECTION E:

NOTICE TO BUYER

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY [PROVISION] PROVISIONS IN THE CONTRACT OF SALE.

The text of the preceding two paragraphs is set forth below in Spanish:

Si usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHÍCULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACIÓN CONTARIA EN EL CONTRATO DE VENTA.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN COPY OF THIS CONTRACT AND THE ABOVE DISCLOSURE AT THE TIME OF SIGNING.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE
CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN
SECTION C ABOVE.

Buyer:..... Date:.....
Co-Buyer:..... Date:.....
Creditor: Date:.....
By:..... Title:.....
.....

(REVERSE SIDE OF CONTRACT)

(Simple Interest)

(CONT'D) ADDITIONAL TERMS AND CONDITIONS

Simple Interest Contract: This is a simple interest contract. The Finance Charge, Total of Payments and Payment Schedule set forth in the disclosures on the reverse side may differ. The final payment may differ depending upon the dates payments are received and events which occur after this contract is made. For example, early payments will have the effect of reducing your final payment, while late payments will cause your final payment to be higher. Your promise requires you to pay the final payment on the date due, which payment will be equal to all unpaid sums due under this contract, even if the amount of the final payment differs from the amount of final payment disclosed on the reverse side hereof.

Default: If you default in the performance of any of the terms and conditions of this agreement, including, but not limited to, making of any payment later than 30 days of when due, or become insolvent, or file any proceeding under the U. S. Bankruptcy Code, or upon your demise, or if the vehicle is damaged or destroyed, we may at our option and without notice or demand (1) declare all unpaid sums immediately due and payable, (2) file suit against you for all unpaid sums, and (3) take immediate possession of the vehicle. Upon taking possession of the vehicle and giving notice as provided by law, if you do not redeem the vehicle, we will sell it at public or private sale. We may purchase the vehicle at any sale. The proceeds of the sale will be applied first to the expenses of retaking, reconditioning, storing and selling the property, and the remainder will be applied to the unpaid sums owing under this contract. Attorney's fees and court costs are allowed too. If there is any money left over (surplus) it will be paid to you. If a balance still remains owing, you promise to pay that balance upon demand. If you default or breach this agreement you agree to pay finance charges at the Annual Percentage Rate shown on the reverse side until all sums owing us are paid in full. Our remedies are cumulative and taking of any action is not a waiver and does not prohibit us from pursuing any other remedy. You promise to pay reasonable collection costs and expenses, including attorney's fees, if you default under this agreement. If suit is filed, you agree that attorney's fees and costs will be awarded to the prevailing party. If the vehicle is repossessed we may store personal property found in the vehicle for your account and at your expense and if you do not claim the property within 90 days after the repossession, we may dispose of the personal property in any manner we deem appropriate without liability to you.

Delinquency and Collection Charges: You will pay a delinquency charge equal to the lesser of \$15 or 8 percent of any installment in default for more than 10 days. If you default as described in the preceding paragraph and we refer this contract for collection to an attorney who is not our salaried employee or a salaried employee of the holder of this contract, you will pay reasonable attorney's fees plus court costs, and reasonable collection costs to the extent not prohibited by law.

Demand for Full Payment and Additional Remedies on Default: If you default under this contract, at the time of the default or any time after default (if the default has not been cured previously) we may require immediate payment of the unpaid portion of the amount you owe us. If there is any money left over (surplus) it will be paid to you. On any default, we will have all the remedies of a secured party under the Uniform Commercial Code. If the cash price on the reverse hereof is \$1,000 or less, you will not be personally liable for any deficiency incurred in a sale after repossession.

Ownership of the Collateral: You represent that there are no liens, claims or encumbrances on the Collateral except for the security interest you grant by this contract to us and you further represent that you have executed no financing statement covering the Collateral except for one relating to this contract.

Location and Use of Collateral: You agree to notify us in writing of any change of your address or of any change in the location of the Collateral. Unless you first have received our written consent, you may not take the Collateral out of the State shown in Section D in the section

entitled “Address Where Collateral Will Be Located” and you may not sell, lease or otherwise dispose of the Collateral or any part of it by any means. You will comply with all laws, ordinances, regulations and orders relating to the Collateral. You will keep the Collateral in good condition and will not alter or substantially modify it or conceal it. You will not allow any other security interest on the Collateral besides the security interest granted to us under this contract.

Inspection of the Collateral: We may inspect the Collateral at any reasonable time.

Taxes: You are responsible for and will pay when due all taxes and assessments levied on the Collateral. If you fail to do so, we may pay any such tax or assessment on your behalf. An amount equal to that which we paid will be added to the Total of Payments then owing and you will be charged a finance charge on the amount we paid at the highest lawful contract rate.

Property Insurance: You will keep the Collateral insured against such risks and in such amount as we may from time to time require with an insurer that you choose and we approve. As indicated in Section B, if you choose, we will obtain property insurance for you at the premium shown. Whether the insurance is provided by you or by us, you will pay all premiums for this insurance when the premiums are due and payable. If you provide property insurance, you will deliver the policies to us as additional security and will provide us with receipts showing payment of premiums. If you do not obtain the insurance or pay the premiums, we may do so for you. If we do this, an amount equal to that which we have paid for the premiums will be added to the Total of Payments then owing and a finance charge at the highest lawful rate will be charged on that amount. If we do not obtain the insurance, none of our other rights and remedies will be

prejudiced. You agree that any proceeds from insurance are to be used to either repair or replace the vehicle. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged or destroyed. If you default (as described above), we may cancel the insurance and credit any insurance premium refunds to the unpaid balance of this contract.

LIABILITY INSURANCE IS NOT REQUIRED BY THIS CONTRACT. YOU HAVE THE RIGHT TO CHOOSE THE PERSON THROUGH WHOM LIABILITY INSURANCE IS TO BE OBTAINED.

Information to Insurance Company or Agent: You give your permission to furnish any information about the Collateral or any information about insurance policies on the Collateral to an insurance agent or company.

Credit Life [**and**] *Insurance, Credit* Disability Insurance [:] *and Debt Cancellation Coverage (GAP coverage)*: If you indicated in Section B that you want optional credit life [**or**] *insurance, credit* disability insurance [, **or both,**] *or debt cancellation coverage (GAP coverage), or any combination thereof*, you agree to pay for such insurance at the premium shown in Section B.

No Warranties: We make no representations, promises or warranties, express or implied, as to the merchantability of the Collateral or whether the Collateral is suitable or fit for the particular purpose intended unless we have done so in this contract or in a separate written agreement signed by us as original Seller of the Collateral, or unless the manufacturer has specifically provided the warranty in writing. *However, if we make an express warranty in this contract or in*

a separate written agreement signed by us or, within 90 days after the date of this contract, we enter into a service contract that applies to the Collateral with the Buyer, the exclusion of implied warranties set forth in this paragraph does not exclude any implied warranties that may exist with respect to the Collateral during the term of the contract or agreement in which the express warranty is made.

Notices: Any notice we have to give you pursuant to the Uniform Commercial Code will be reasonable if we send it to your address shown in Section D in the section entitled “Your Address After Receipt of Possession of Collateral” at least 5 days before the event with respect to which notice is required.

Time is of the Essence: You understand that all payments that are required must be made on the day due.

Exercising our Rights: We can, without notice, delay enforcing our rights or exercise only part of them, without losing them, *or* waive a right we have to one Buyer without waiving it as to the other(s).

Meaning of Words: In this contract the words “you” and “your” means each and all those who sign this contract as Buyers or Co-Buyers, and their heirs, executors, administrators, successors and assigns. The words “we,” “us” and “ours” means the Creditor shown on the reverse in Section A, and if this contract is assigned, its successors and assigns and any other holder of this contract.

Governing Law: This contract has been delivered in the State of Creditor's place of business and will be governed by the laws of that State and applicable federal law.

Invalidity: Wherever possible each provision of this contract shall be interpreted so that it is valid under applicable law, but if any provision is prohibited or invalid, the remaining provisions of this contract will continue to be valid.

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.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle on the reverse side, federal regulation may require a special buyer's guide to be displayed on the window.

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.

.....

Assignment: For value received, Seller sells, assigns and transfers to.....
(Assignee), its successors and assigns, the entire right, title and interest of Seller in the contract contained herein, including, but not limited to, all amounts payable to Buyer and security interest in the Collateral. To induce Assignee to purchase the contract, Seller represents and warrants to Assignee as follows: (a) the contract is genuine and the statements and amounts inserted herein are correct; (b) the contract and security interest arose entirely from the sale of the Collateral or services described in the contract, or both; (c) the down payment, if any be shown on the face hereof, has been received and no part thereof was advanced directly or indirectly by Seller to Buyer; (d) the goods and services have been furnished to the satisfaction of Buyer and all obligations of warranty to Buyer, either express or implied, have been and will continue to be fulfilled by Seller; (e) the Collateral or services, or both, have been sold, provided and delivered to and accepted by Buyer; (f) the security interest granted to Seller in the contract constitutes a valid first lien on the Collateral and has been filed or recorded according to law to preserve the priority of each lien; (g) the Collateral is free and clear of all liens and encumbrances, except the security interest granted by this contract; (h) the full amount of the stated Total of Payments remains unpaid; (i) Seller is the holder of the contract and the security interest in the Collateral free and clear of all liens and encumbrances and Seller has full power and authority to assign the same; (j) the transaction was consummated on the above date set forth in the contract and Buyer did not receive possession of the Collateral prior to the date of consummation; (k) Buyer was furnished a completed copy of the contract prior to consummation; (l) the Collateral is insured [in] *with* a company acceptable to Assignee against physical damage in addition to such other risks as Assignee requires under an insurance policy acceptable to Assignee; (m) Seller has not

knowingly communicated to Assignee incorrect information relating to the Buyer's application or credit statement or knowingly failed to communicate information relating to such application or credit statement; (n) the facts set forth in the contract are true; (o) Buyer has no defense or counterclaim to payment of the obligation evidenced by the contract; (p) Buyer is or, if more than one, each is not a minor and has legal capacity to execute this contract and is liable thereon; and (q) Seller has no reason to believe the Buyer has ever violated any laws concerning liquor or narcotics.

In the event any warranty shall be breached or any representation shall be false, Seller shall, upon demand and irrespective of whether the contract is then in default, repurchase the contract from Assignee at a price equal to the unpaid balance of the contract plus accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect on the date of such demand by Assignee, plus any costs or expenses of collection, including attorney's fees, whether incurred by Assignee by suit or on appeal or otherwise. Seller waives all defenses that otherwise might have been available but nothing herein contained shall preclude Assignee from enforcing against Seller any other remedies provided by law for misrepresentation or breach of warranty. In the event of any proceedings commenced by Assignee against Buyer with respect to the contract, services or the Collateral, if Buyer asserts as a defense, set off or counterclaim any act, omission or default by Seller, Seller shall forthwith on demand repurchase the contract for the amount set forth above. The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. The above assignment provisions apply and are in addition to any obligations of Seller as provided in the paragraph below endorsed by Seller.

1. RECOURSE: Seller absolutely and unconditionally guarantees the prompt payment of either the total unpaid amount of the contract and any accrued interest or such other amount agreed to by Seller and Assignee in a separate agreement, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this guaranty or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives any and all defenses arising out of the guarantor relationship.

Seller: By:

Title: Date:

2. REPURCHASE: In the event of default by the Buyer under any of the terms or conditions of the contract, Seller will repossess and repurchase the Collateral, or if the Collateral has already been repossessed, Seller will repurchase the Collateral at the place of repossession or recovery. The Collateral will be repurchased in any event AS IS, at a price equal to the then unpaid balance of the contract and any accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the default, together with all costs, expenses and reasonable attorney's fees incurred by Assignee in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this

agreement or default of Buyer, or arising by reason of extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives all other defenses that might otherwise have been available. At the time of repurchase, Seller shall pay to Assignee the purchase price in cash and Assignee may reassign to Seller without recourse and without warranties, express or implied, all title retention or lien instruments and all contracts or promissory notes which Assignee then holds upon such Collateral.

Seller: By:

Title: Date:

3. LIMITED ENDORSEMENT: In the event of default of Buyer before Buyer shall have paid the first installments under the foregoing contract, Assignee may reassign the contract to Seller and Seller agrees, upon tender of such reassignment and in consideration thereof to pay to Assignee either the then unpaid balance of the contract and any accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the reassignment, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and Seller waives any other defenses that might otherwise have been available.

Seller: By:

Title: Date:

4. **WITHOUT RECOURSE:** This assignment shall be without recourse against Seller except for such obligations as are set forth in the assignment above.

Seller: By:

Title: Date:

Sec. 2. NAC 97.120 is hereby amended to read as follows:

97.120 Except as specifically provided in NAC 97.140 for the sale of any vehicle described in that section, the following form of contract for sale and security agreement must be used in any sale of a vehicle if the sale is governed by the provisions of NRS 97.299 and precomputed or add-on interest is to be paid in connection with the sale:

Section A

Section B
Section C
Section D
Section E

SECTION A:

Buyer's Name(s):

Name:

Address:

City: County:.....

State: Zip:.....

Phone: (.....)

CREDITOR:

Address:

City: County:.....

State: Zip:.....

Phone: (.....)

Stock No.:

Salesman: Date:.....

Bus. Phone: Res. Phone:

SECTION B:

DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH IN LENDING ACT.

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate:percent

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 SALES PRICE

The total cost of your purchase on credit, including your down payment of

\$..... : \$

Your Payment Schedule will be:

Number of payments:.....

Amount of payments:.....

When payments are due:.....

Number of payments:.....

Amount of payments:.....

When payments are due:.....

Number of payments:.....

Amount of payments:.....

When payments are due:.....

INSURANCE:

Credit life insurance , [and] credit disability insurance *and debt cancellation coverage, which is also known as GAP coverage*, are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Credit life: Premium: \$ Term:.....

Signature(s):

I want credit life insurance:

Joint credit life: Premium: \$ Term:.....

Signature(s):

We want joint credit life insurance:

Credit disability: Premium: \$..... Term:.....

Signature(s):

I want credit disability insurance:

Credit life and disability: Premium: \$..... Term:.....

Signature(s):

I want credit life and disability insurance:

Joint credit life and disability: Premium: \$..... Term:.....

Signature(s):

We want joint credit life and single disability insurance:

.....

Debt cancellation coverage (GAP coverage): Premium or Fee: \$ Term:

Signature(s):

I want debt cancellation coverage (GAP coverage):.....

You may obtain property insurance from anyone you want that is acceptable to the Creditor above. If you get the insurance from the Creditor you will pay \$..... and the term of the insurance will be

SECURITY: You are giving a security interest in the goods or property being purchased.

Other (Check if applicable)

Filing fee: \$..... Nonfiling insurance: \$

LATE CHARGE: If a payment is more than 10 days late, you will be charged \$15 or 8 percent of the payment, whichever is less.

PREPAYMENT: If you pay off early, you may be entitled to a refund of the Finance Charge.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

SECTION C: ITEMIZATION OF AMOUNT FINANCED.

1. Vehicle Selling Price \$.....

	[Plus: Documentary Fees	\$.....]	
	Plus: Emission Inspection Fee	\$.....]	
	Plus: Other (.....)	\$.....	
	Plus: Other (.....)	\$.....	
	Taxable Selling Price		\$.....
2.	Total Sales Tax		\$.....
3.	Luxury Tax.....		\$.....
4.	<i>Amounts Paid to Public Officials</i>		
	<i>a. Titling Fee</i>		<i>\$.....</i>
	<i>b. Registration Fee</i>		<i>\$.....</i>
	<i>c. Other.....</i>		<i>\$.....</i>
5.	Plus Other Charges		
	a. Extended Service [Contract] <i>Contract*</i>	\$.....	
	b. <i>Documentary Fees</i>	\$.....	
	c. <i>Emission Inspection Fees</i>	\$.....	
	d. Driveaway Permit	\$.....	
	[c.] e. Other (.....)	\$.....	
	[d.] f. Other (.....)	\$.....	

Total OTHER CHARGES [(Add 4a through 4d)] (Add 5a through 5f) \$.....

[5.] 6. TOTAL CASH SALES PRICE [(Add 1 through 4)] (Add 1 through 5) \$.....

[6.] 7. Gross Trade-In Allowance \$.....

Year	Make	Model
	Minus: Payoff Balance	\$.....
	Net Trade-In Allowance.....	\$.....

[7.] 8. Down Payment (Other Than Net Trade-In Allowance):

- a. Trade-In Sales Tax Credit \$.....
- b. Cash \$.....
- c. Manufacturer's Rebate \$.....
- d. Other (.....) \$.....

Down Payment [(Add 7a through 7d)] (Add 8a through 8d) \$.....

[8.] 9. TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE
[(Add 6 and 7)] (Add 7 and 8) \$.....

[9.] 10. UNPAID BALANCE OF CASH SALES PRICE
[(Subtract 8 from 5)] (Subtract 9 from 6) \$.....

[10. Plus Insurance Charges]

11. Plus Optional Insurance Charges*

a. Credit Life Insurance Premium

Paid to (.....)

Term (.....) \$.....

b. Credit Disability Insurance Premium

Paid to (.....)

Term (.....) \$.....

c. Debt Cancellation Coverage (GAP Coverage)*

Paid to (.....)

Term (.....) \$.....

d. Other Insurance

Paid to (.....)

Term (.....) \$.....

[11.] 12. TOTAL AMOUNT FINANCED [(Add 9 and 10)] (Add 10 and 11) \$.....

[Note: Aggregate Fees Paid to Governmental Agencies \$.....]

*Seller may retain or receive a portion of this amount.

SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY

AGREEMENT.

This contract is made, 19...., between you, the Buyer(s) shown above, and us, the Seller shown as Creditor above. Having been quoted a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B above), you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as “Collateral”):

New or Used: Year and Make:.....

Series:..... Body Style: No. Cyl.:.....

If truck, ton capacity:

Manufacturer’s Serial Number:

Use for which purchased: Personal Business Agriculture

INCLUDING:

Sun/Moon Roof Air Conditioning Automatic Transmission

Power Steering Power Door Locks Power Seats

Power Windows Tilt Wheel Vinyl Top

Cassette Cruise Control AM/FM Stereo

Compact Disc Player

.....Color Tires Lic. No.

You, severally and jointly, promise to pay to us the Total of Payments (shown in Section B above) according to the Payment Schedule (also shown in Section B above), until paid in full, together with interest after maturity at the Annual Percentage Rate disclosed above.

To secure such payment, you grant to us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessions to and proceeds of the Collateral. Insurance in which we or our assignee are named as beneficiary or loss payee, including any proceeds of such insurance or refunds of unearned premiums, or both, are assigned as additional security for this obligation. We, our successors and assigns, hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interests and assignments granted by you in this contract.

Address where Collateral will be located:

.....
Street City

.....
County State

Your address after receipt of possession of Collateral:

.....
Street City

.....
County State

STATE DISCLOSURE REQUIREMENTS: The provisions of Section B and Section C above are incorporated into this agreement for purposes of state disclosure requirements.

Additional Terms and Conditions: The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference.

OPTION:.....You pay no Finance Charge if the Total Amount Financed, item No. 12, Section C, is paid in full on or before....., 19....

SELLER'S INITIALS:.....

SECTION E:

NOTICE TO BUYER

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you pay the amount due before the scheduled date of maturity of the indebtedness and you are not in default in the terms of the contract for more than 2 months, you are entitled to a refund of the unearned portion of the [time-price differential.] *finance charge*. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY [PROVISION] PROVISIONS IN THE CONTRACT OF SALE.

The text of the preceding two paragraphs is set forth below in Spanish:

Si usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHÍCULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACIÓN CONTARIA EN EL CONTRATO DE VENTA.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN COPY OF THIS CONTRACT AND THE ABOVE DISCLOSURE AT THE TIME OF SIGNING.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN SECTION C ABOVE.

Buyer:.....Date:
Co-Buyer:.....Date:
Creditor:Date:
By:.....Title:
.....

(REVERSE SIDE OF CONTRACT)

(Add-on Interest)

(CONT'D) ADDITIONAL TERMS AND CONDITIONS

Prepayment Rebate: You may prepay this contract in full at any time before the final installment is due. If the rights of the Buyer have not been terminated or forfeited under the terms of the contract, the Buyer may prepay in full the unpaid time balance thereof at any time before its final due date and, if Buyer does so, and if the contract is not in default under any term or condition of the contract more than 2 months, Buyer is entitled to a refund of the unearned portion of the [time-price differential] *finance charge* for the prepayment. The amount of the refund must be computed by applying the agreed rate of the [time-price differential] *finance charge* to the unpaid time balance. Any greater amount of the [time-price differential] *finance charge* which may have been precomputed and included in the balance due must be refunded.

Default: If you default in the performance of any of the terms and conditions of this agreement, including, but not limited to, making of any payment later than 30 days of when due, or become insolvent, or file any proceeding under the U. S. Bankruptcy Code, or upon your demise, or if the vehicle is damaged or destroyed, we may at our option and without notice or demand (1) declare all unpaid sums immediately due and payable, (2) file suit against you for all unpaid sums, and (3) take immediate possession of the vehicle. Upon taking possession of the vehicle and giving notice as provided by law, if you do not redeem the vehicle, we will sell it at public or private sale. We may purchase the vehicle at any sale. The proceeds of the sale will be applied first to the expenses of retaking, reconditioning, storing and selling the property, and the remainder will be applied to the unpaid sums owing under this contract. Attorney's fees and court costs are allowed too. If there is any money left over (surplus) it will be paid to you. If a balance still remains owing, you promise to pay that balance upon demand. If you default or breach this agreement you agree to pay finance charges at the Annual Percentage Rate shown on the reverse side until all sums owing us are paid in full. Our remedies are cumulative and taking of any action is not a waiver and does not prohibit us from pursuing any other remedy. You promise to pay reasonable collection costs and expenses, including attorney's fees, if you default under this agreement. If suit is filed, you agree that attorney's fees and costs will be awarded to the prevailing party. If the vehicle is repossessed we may store personal property found in the vehicle for your account and at your expense and if you do not claim the property within 90 days after the repossession, we may dispose of the personal property in any manner we deem appropriate without liability to you.

Delinquency and Collection Charges: You will pay a delinquency charge equal to the lesser of \$15 or 8 percent of any installment in default for more than 10 days. If you default as described in the preceding paragraph and we refer this contract for collection to an attorney who is not our salaried employee or a salaried employee of the holder of this contract, you will pay reasonable attorney's fees plus court costs, and reasonable collection costs to the extent not prohibited by law.

Demand for Full Payment and Additional Remedies on Default: If you default under this contract, at the time of the default or any time after default (if the default has not been cured previously) we may require immediate payment of the unpaid portion of the amount you owe us. If we do so, that unpaid portion will be reduced by the unearned Finance Charge computed as if you repaid in full. On any default, we will have all the remedies of a secured party under the Uniform Commercial Code. If the cash price on the reverse hereof is \$1,000 or less, you will not be personally liable for any deficiency incurred in a sale after repossession.

Ownership of the Collateral: You represent that there are no liens, claims or encumbrances on the Collateral except for the security interest you grant by this contract to us and you further represent that you have executed no financing statement covering the Collateral except for one relating to this contract.

Location and Use of Collateral: You agree to notify us in writing of any change of your address or of any change in the location of the Collateral. Unless you first have received our written consent, you may not take the Collateral out of the State shown in Section D in the section

entitled “Address Where Collateral Will Be Located” and you may not sell, lease or otherwise dispose of the Collateral or any part of it by any means. You will comply with all laws, ordinances, regulations and orders relating to the Collateral. You will keep the Collateral in good condition and will not alter or substantially modify it or conceal it. You will not allow any other security interest on the Collateral besides the security interest granted to us under this contract.

Inspection of the Collateral: We may inspect the Collateral at any reasonable time.

Taxes: You are responsible for and will pay when due all taxes and assessments levied on the Collateral. If you fail to do so, we may pay any such tax or assessment on your behalf. An amount equal to that which we paid will be added to the Total of Payments then owing and you will be charged a finance charge on the amount we paid at the highest lawful contract rate.

Property Insurance: You will keep the Collateral insured against such risks and in such amount as we may from time to time require with an insurer that you choose and we approve. As indicated in Section B, if you choose, we will obtain property insurance for you at the premium shown. Whether the insurance is provided by you or by us, you will pay all premiums for this insurance when the premiums are due and payable. If you provide property insurance, you will deliver the policies to us as additional security and will provide us with receipts showing payment of premiums. If you do not obtain the insurance or pay the premiums, we may do so for you. If we do this, an amount equal to that which we have paid for the premiums will be added to the Total of Payments then owing and a finance charge at the highest lawful rate will be charged on that amount. If we do not obtain the insurance, none of our other rights and remedies will be

prejudiced. You agree that any proceeds from insurance are to be used to either repair or replace the vehicle. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged or destroyed. If you default (as described above), we may cancel the insurance and credit any insurance premium refunds to the unpaid balance of this contract.

LIABILITY INSURANCE IS NOT REQUIRED BY THIS CONTRACT. YOU HAVE THE RIGHT TO CHOOSE THE PERSON THROUGH WHOM LIABILITY INSURANCE IS TO BE OBTAINED.

Information to Insurance Company or Agent: You give your permission to furnish any information about the Collateral or any information about insurance policies on the Collateral to an insurance agent or company.

Credit Life [**and**] *Insurance, Credit* Disability Insurance [:] *and Debt Cancellation Coverage (GAP coverage)*: If you indicated in Section B that you want optional credit life [**or**] *insurance, credit* disability insurance [, **or both,**] *or debt cancellation coverage (GAP coverage), or any combination thereof*, you agree to pay for such insurance at the premium shown in Section B.

No Warranties: We make no representations, promises or warranties, express or implied, as to the merchantability of the Collateral or whether the Collateral is suitable or fit for the particular purpose intended unless we have done so in this contract or in a separate written agreement signed by us as original Seller of the Collateral, or unless the manufacturer has specifically provided the warranty in writing. *However, if we make an express warranty in this contract or in*

a separate written agreement signed by us or, within 90 days after the date of this contract, we enter into a service contract that applies to the Collateral with the Buyer, the exclusion of implied warranties set forth in this paragraph does not exclude any implied warranties that may exist with respect to the Collateral during the term of the contract or agreement in which the express warranty is made.

Notices: Any notice we have to give you pursuant to the Uniform Commercial Code will be reasonable if we send it to your address shown in Section D in the section entitled “Your Address After Receipt of Possession of Collateral” at least 5 days before the event with respect to which notice is required.

Time is of the Essence: You understand that all payments that are required must be made on the day due.

Exercising our Rights: We can, without notice, delay enforcing our rights or exercise only part of them, without losing them, *or* waive a right we have to one Buyer without waiving it as to the other(s).

Meaning of Words: In this contract the words “you” and “your” means each and all those who sign this contract as Buyers or Co-Buyers, and their heirs, executors, administrators, successors and assigns. The words “we,” “us” and “ours” means the Creditor shown on the reverse in Section A, and if this contract is assigned, its successors and assigns and any other holder of this contract.

Governing Law: This contract has been delivered in the State of Creditor's place of business and will be governed by the laws of that State and applicable federal law.

Invalidity: Wherever possible each provision of this contract shall be interpreted so that it is valid under applicable law, but if any provision is prohibited or invalid, the remaining provisions of this contract will continue to be valid.

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.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle on the reverse side, federal regulation may require a special buyer's guide to be displayed on the window.

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.

.....

Assignment: For value received, Seller sells, assigns and transfers to
(Assignee), its successors and assigns, the entire right, title and interest of Seller in the contract contained herein, including, but not limited to, all amounts payable to Buyer and security interest in the Collateral. To induce Assignee to purchase the contract, Seller represents and warrants to Assignee as follows: (a) the contract is genuine and the statements and amounts inserted herein are correct; (b) the contract and security interest arose entirely from the sale of the Collateral or services described in the contract, or both; (c) the down payment, if any be shown on the face hereof, has been received and no part thereof was advanced directly or indirectly by Seller to Buyer; (d) the goods and services have been furnished to the satisfaction of Buyer and all obligations of warranty to Buyer, either express or implied, have been and will continue to be fulfilled by Seller; (e) the Collateral or services, or both, have been sold, provided and delivered to and accepted by Buyer; (f) the security interest granted to Seller in the contract constitutes a valid first lien on the Collateral and has been filed or recorded according to law to preserve the priority of each lien; (g) the Collateral is free and clear of all liens and encumbrances, except the security interest granted by this contract; (h) the full amount of the stated Total of Payments remains unpaid; (i) Seller is the holder of the contract and the security interest in the Collateral free and clear of all liens and encumbrances and Seller has full power and authority to assign the same; (j) the transaction was consummated on the above date set forth in the contract and Buyer did not receive possession of the Collateral prior to the date of consummation; (k) Buyer was furnished a completed copy of the contract prior to consummation; (l) the Collateral is insured [in] *with* a company acceptable to Assignee against physical damage in addition to such other risks as Assignee requires under an insurance policy acceptable to Assignee; (m) Seller has not

knowingly communicated to Assignee incorrect information relating to the Buyer's application or credit statement or knowingly failed to communicate information relating to such application or credit statement; (n) the facts set forth in the contract are true; (o) Buyer has no defense or counterclaim to payment of the obligation evidenced by the contract; (p) Buyer is or, if more than one, each is not a minor and has legal capacity to execute this contract and is liable thereon; and (q) Seller has no reason to believe the Buyer has ever violated any laws concerning liquor or narcotics.

In the event any warranty shall be breached or any representation shall be false, Seller shall, upon demand and irrespective of whether the contract is then in default, repurchase the contract from Assignee at a price equal to either the unpaid balance of the Total of Payments (after deducting the unearned Finance Charge) or such other amount agreed to by Seller and Assignee in a separate agreement as in effect on the date of such demand by Assignee, plus any costs or expenses of collection, including attorney's fees, whether incurred by Assignee by suit or on appeal, or otherwise. Seller waives all defenses that otherwise might have been available but nothing herein contained shall preclude Assignee from enforcing against Seller any other remedies provided by law for misrepresentation or breach of warranty. In the event of any proceedings commenced by Assignee against Buyer with respect to the contract, services or the Collateral, if Buyer asserts as a defense, set off or counterclaim any act, omission or default by Seller, Seller shall forthwith on demand repurchase the contract for the amount set forth above. The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. The

above assignment provisions apply and are in addition to any obligations of Seller as provided in the paragraph below endorsed by Seller.

1. RECOURSE: Seller absolutely and unconditionally guarantees the prompt payment of either the Total of Payments (after deducting the unearned Finance Charge, when due, whether at maturity or by acceleration) or such other amount agreed to by Seller and Assignee in a separate agreement, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this guaranty or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives any and all defenses arising out of the guarantor relationship.

Seller: By:.....

Title: Date:

2. REPURCHASE: In the event of default by the Buyer under any of the terms or conditions of the contract, Seller will repossess and repurchase the Collateral, or if the Collateral has already been repossessed, Seller will repurchase the Collateral at the place of repossession or recovery. The Collateral will be repurchased in any event AS IS, at a price equal to either the then unpaid balance of the Total of Payments (after deducting the unearned Finance Charge) or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the default,

together with all costs, expenses and reasonable attorney's fees incurred by Assignee in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives all other defenses that might otherwise have been available. At the time of repurchase, Seller shall pay to Assignee the purchase price in cash and Assignee may reassign to Seller without recourse and without warranties, express or implied, all title retention or lien instruments and all contracts or promissory notes which Assignee then holds upon such Collateral.

Seller: By:.....

Title: Date:

3. LIMITED ENDORSEMENT: In the event of default of Buyer before Buyer shall have paid the first installments under the foregoing contract, Assignee may reassign the contract to Seller and Seller agrees, upon tender of such reassignment and in consideration thereof to pay to Assignee either the then unpaid balance of the Total of Payments (after deducting the unearned Finance Charge) or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the reassignment, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure

by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and Seller waives any other defenses that might otherwise have been available.

Seller: By:.....

Title: Date:

4. **WITHOUT RECOURSE:** This assignment shall be without recourse against Seller except for such obligations as are set forth in the assignment above.

Seller: By:.....

Title: Date:

Sec. 3. NAC 97.125 is hereby amended to read as follows:

97.125 The following form of contract for sale and security agreement must be used in any sale of a vehicle if the transaction is governed by the provisions of NRS 97.299 and if, under the terms of the contract, the buyer:

1. Agrees to pay an originally scheduled final payment that is substantially larger than any of the prior scheduled payments; and
2. Has the option to refinance the final payment:

Section A
Section B
Section C
Section D
Section E

SECTION A:

Buyer's Name(s):

Name:

Address:

City: County:.....

State: Zip:.....

Phone: (.....)

CREDITOR:

Address:

City: County:.....

State: Zip:.....

Phone: (.....)

Stock No.:

Salesman: Date:.....

Bus. Phone: Res. Phone:

SECTION B:

DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH IN LENDING ACT.

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate:.....percent

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 SALES PRICE

The total cost of your purchase on credit, including your down payment of

\$.....: \$

Your Payment Schedule will be:

NO OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE (MONTHLY BEGINNING)	FIXED VALUE PAYMENT	AMOUNT OF FIXED VALUE PAYMENT	WHEN FIXED VALUE PAYMENT IS DUE
	\$			\$	

You may drive this vehicle for miles per year without having to pay any additional charge as described in paragraph “Return of Vehicle to Creditor” on the back side of this contract if applicable.

INSURANCE:

Credit life insurance , **[and]** credit disability insurance *and debt cancellation coverage, which is also known as GAP coverage*, are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Credit life: Premium: \$ Term:.....

Signature(s):

I want credit life insurance:

Joint credit life: Premium: \$ Term:

Signature(s):

We want joint credit life insurance:

Credit disability: Premium: \$..... Term:

Signature(s):

I want credit disability insurance:

Credit life and disability: Premium: \$..... Term:

Signature(s):

I want credit life and disability insurance:

Joint credit life and disability: Premium: \$..... Term:

Signature(s):

We want joint credit life and single disability insurance:

Debt cancellation coverage (GAP coverage): Premium or Fee: \$ Term:

Signature(s):

I want debt cancellation coverage (GAP coverage):.....

You may obtain property insurance from anyone you want that is acceptable to the Creditor above. If you get the insurance from the Creditor you will pay \$..... and the term of the insurance will be

SECURITY: You are giving a security interest in the goods or property being purchased.

Other (Check if applicable)

Filing fee: \$ Nonfiling insurance: \$

LATE CHARGE: If a payment is more than 10 days late, you will be charged \$15 or 8 percent of the payment, whichever is less.

PREPAYMENT: If you pay off early, you may be entitled to a refund of the Finance Charge.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

SECTION C: ITEMIZATION OF AMOUNT FINANCED.

- | | | |
|---|----------|----------------|
| 1. Vehicle Selling Price | \$..... | |
| [Plus: Documentary Fees | \$..... | |
| Plus: Emission Inspection Fee | \$.....] | |
| Plus: Other (.....) | \$..... | |
| Plus: Other (.....) | \$..... | |
| Taxable Selling Price | | \$..... |
| 2. Total Sales Tax | | \$..... |
| 3. Luxury Tax..... | | \$..... |
| 4. <i>Amounts Paid to Public Officials</i> | | |
| <i>a. Titling Fee</i> | | <i>\$.....</i> |
| <i>b. Registration Fee</i> | | <i>\$.....</i> |
| <i>c. Other.....</i> | | <i>\$.....</i> |
| 5. Plus Other Charges | | |
| a. Extended Service [Contract] <i>Contract*</i> | \$..... | |
| b. <i>Documentary Fees</i> | \$..... | |
| c. <i>Emission Inspection Fees</i> | \$..... | |
| d. Driveaway Permit | \$..... | |
| [c.] e. Other (.....) | \$..... | |

[d.]f. Other (.....) \$.....

Total OTHER CHARGES [(Add 4a through 4d)] (Add 5a through 5f) \$.....

[5.] 6. TOTAL CASH SALES PRICE [(Add 1 through 4)] (Add 1 through 5) \$.....

[6.] 7. Gross Trade-In Allowance \$.....

Year	Make	Model
	Minus: Payoff Balance	\$.....
	Net Trade-In Allowance.....	\$.....

[7.] 8. Down Payment (Other Than Net Trade-In Allowance):

- a. Trade-In Sales Tax Credit \$.....
- b. Cash \$.....
- c. Manufacturer's Rebate \$.....
- d. Other (.....) \$.....

Down Payment [(Add 7a through 7d)] (Add 8a through 8d) \$.....

[8.] 9. TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE

[(Add 6 and 7)] (Add 7 and 8) \$.....

[9.] 10. UNPAID BALANCE OF CASH SALES PRICE

[(Subtract 8 from 5)] (Subtract 9 from 6) \$.....

[10. Plus Insurance Charges]

11. Plus Optional Insurance Charges*

a. Credit Life Insurance Premium

Paid to (.....)

Term (.....) \$.....

b. Credit Disability Insurance Premium

Paid to (.....)

Term (.....) \$.....

c. Debt Cancellation Coverage (GAP Coverage)*

Paid to (.....)

Term (.....) \$.....

d. Other Insurance

Paid to (.....)

Term (.....) \$.....

[11.] 12. TOTAL AMOUNT FINANCED [(Add 9 and 10)] (Add 10 and 11) \$.....

[Note: Aggregate Fees Paid to Governmental Agencies \$.....]

*Seller may retain or receive a portion of this amount.

SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY

AGREEMENT.

This contract is made, 19...., between you, the Buyer(s) shown above, and us, the Seller shown as Creditor above. Having been quoted a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B above), you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as “Collateral”):

New or Used: Year and Make:

Series: Body Style: No. Cyl.:

Odometer Reading:

If truck, ton capacity:

Manufacturer’s Serial Number:

Use for which purchased: Personal Business Agriculture

INCLUDING:

- | | | |
|---|---|---|
| <input type="checkbox"/> Sun/Moon Roof | <input type="checkbox"/> Air Conditioning | <input type="checkbox"/> Automatic Transmission |
| <input type="checkbox"/> Power Steering | <input type="checkbox"/> Power Door Locks | <input type="checkbox"/> Power Seats |
| <input type="checkbox"/> Power Windows | <input type="checkbox"/> Tilt Wheel | <input type="checkbox"/> Vinyl Top |
| <input type="checkbox"/> Cassette | <input type="checkbox"/> Cruise Control | <input type="checkbox"/> AM/FM Stereo |

Compact Disc Player

.....ColorTires Lic. No.

You, severally and jointly, promise to pay to us the Total of Payments (shown in Section B above) according to the Payment Schedule (also shown in Section B above), until paid in full, together with interest after maturity at the Annual Percentage Rate disclosed above.

To secure such payment, you grant to us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessions to and proceeds of the Collateral.

Insurance in which we or our assignee are named as beneficiary or loss payee, including any proceeds of such insurance or refunds of unearned premiums, or both, are assigned as additional security for this obligation. We, our successors and assigns, hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interests and assignments granted by you in this contract.

Address where Collateral will be located:

.....

Street

City

.....

County

State

Your address after receipt of possession of Collateral:

.....

Street

City

.....

County

State

STATE DISCLOSURE REQUIREMENTS: The provisions of Section B and Section C above are incorporated into this agreement for purposes of state disclosure requirements.

Additional Terms and Conditions: The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference.

SECTION E:

NOTICE TO BUYER

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you pay the amount due before the scheduled date of maturity of the indebtedness and you are not in default in the terms of the contract for more than 2 months, you are entitled to a refund of the unearned portion of the [time-price differential.] *finance charge*. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY [PROVISION] PROVISIONS IN THE CONTRACT OF SALE.

The text of the preceding two paragraphs is set forth below in Spanish:

Si usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHÍCULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACIÓN CONTARIA EN EL CONTRATO DE VENTA.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN COPY OF THIS CONTRACT AND THE ABOVE DISCLOSURE AT THE TIME OF SIGNING.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE
CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN
SECTION C ABOVE.

Buyer:..... Date:.....

Co-Buyer:..... Date:.....

Creditor: Date:.....

By:..... Title:.....

.....

(REVERSE SIDE OF CONTRACT)

(Motor Vehicle Contract and Security Agreement)

(CONT'D) ADDITIONAL TERMS AND CONDITIONS

Prepayment Rebate: You may prepay this contract in full at any time before the final installment is due. If the rights of the Buyer have not been terminated or forfeited under the terms of the contract, the Buyer may prepay in full the unpaid time balance thereof at any time before its final due date and, if Buyer does so, and if the contract is not in default under any term or condition of the contract more than 2 months, Buyer is entitled to a refund of the unearned portion of the [time-price differential] *finance charge* for the prepayment. The amount of the refund must be computed by applying the agreed rate of the [time-price differential] *finance charge* to the

unpaid time balance. Any greater amount of the [time-price differential], *finance charge* which may have been precomputed and included in the balance due must be refunded.

Fixed Value Payment: This contract contains one Fixed Value Payment which is identified above and due on the date shown above in the Payment Schedule. When the Fixed Value Payment is due, you may discharge your obligation to make the Fixed Value Payment by any one of the following:

- (1) Satisfy the Fixed Value Payment in full by returning the vehicle to Creditor in accordance with the terms and conditions set forth in the paragraph “Return of Vehicle to Creditor,” below;
- (2) Satisfy the Fixed Value Payment in full in cash and keep the vehicle; or
- (3) Satisfy the Fixed Value Payment in full by refinancing the Fixed Value Payment in accordance with the terms and conditions set forth in the paragraph “Refinance of Fixed Value Payment,” below.

Refinance of Fixed Value Payment: If you are not in default, you have the right to refinance the Fixed Value Payment. You agree to notify Creditor in writing of your intention to refinance the Fixed Value Payment at least 30 days before the date the Fixed Value Payment is due and to provide proof of vehicle insurance acceptable to Creditor. You must apply the proceeds of the refinancing to pay the Fixed Value Payment due pursuant to this contract.

Return of Vehicle to Creditor: You have the right to return the vehicle to Creditor along with the certificate of title to the vehicle in satisfaction of the Fixed Value Payment.

You agree to contact Creditor in writing 30 days before the date the Fixed Value Payment is due to arrange a time and place suitable to Creditor for the inspection of the vehicle. At that inspection, Creditor will determine whether there is excess mileage or excess wear and tear, or both, and what charges will be assessed, as provided below.

Excess mileage is any mileage in excess of the total miles shown above. You agree to pay Creditor an excess mileage charge in the amount of _____ per mile of excess mileage.

Excess wear and tear includes, among other things: (1) broken, damaged or discolored glass; (2) damage to the body, fenders, metalwork, lights, trim or paint; (3) removal of equipment that was part of the vehicle when you accepted delivery of it, if you have not substituted replacement equipment suitable to Creditor; (4) missing wheel covers, jack or wheel wrench; (5) torn, damaged or stained dash, floor covers, seats, headliner, upholstery, interior work or trunkliner; (6) any wheels or tires, including the spare, that are missing or not in safe condition; (7) damage from flood water, hail or sand; and (8) any damage or other condition that makes the vehicle unsafe or unlawful to operate. Each tire must have at least 1/8 inch tread. All tires must be part of a matching set. Snow tires are not acceptable.

You agree to pay Creditor a charge for excess wear and tear in the amount determined by Creditor at the inspection. If you disagree with that charge, you may obtain an estimate of the charge for excess wear and tear from a factory- authorized dealer of the vehicle at your own expense. If you do, the charge for excess wear and tear charge you must pay to Creditor will be the lesser of: (1) the charge for excess wear and tear on the vehicle as determined by the Creditor

at the inspection; or (2) the charge for excess wear and tear on the vehicle as determined by the factory-authorized dealer.

You agree to pay Creditor a disposition charge of \$_____ if you choose to return the vehicle in satisfaction of the Fixed Value Payment.

You agree to deliver the vehicle, and the certificate of title to the vehicle, to Creditor no later than the date the Fixed Value Payment is due. At that time, you must pay to Creditor any charge for excess mileage, excess wear and tear, a disposition charge of \$_____ and any other amounts owed pursuant to this contract.

Default: If you default in the performance of any of the terms and conditions of this agreement, including, but not limited to, making of any payment later than 30 days of when due, or become insolvent, or file any proceeding under the U.S. Bankruptcy Code, or upon your demise, or if the vehicle is damaged or destroyed, we may at our option and without notice or demand (1) declare all unpaid sums immediately due and payable, (2) file suit against you for all unpaid sums, and (3) take immediate possession of the vehicle. Upon taking possession of the vehicle and giving notice as provided by law, if you do not redeem the vehicle, we will sell it at public or private sale. We may purchase the vehicle at any sale. The proceeds of the sale will be applied first to the expenses of retaking, reconditioning, storing and selling the property, and the remainder will be applied to the unpaid sums owing under this contract. Attorney's fees and court costs are allowed too. If there is any money left over (surplus) it will be paid to you. If a balance still remains owing, you promise to pay that balance upon demand. If you default or breach this

agreement you agree to pay finance charges at the Annual Percentage Rate shown on the reverse side until all sums owing us are paid in full. Our remedies are cumulative and taking of any action is not a waiver and does not prohibit us from pursuing any other remedy. You promise to pay reasonable collection costs and expenses, including attorney's fees, if you default under this agreement. If suit is filed, you agree that attorney's fees and costs will be awarded to the prevailing party. If the vehicle is repossessed we may store personal property found in the vehicle for your account and at your expense and if you do not claim the property within 90 days after the repossession, we may dispose of the personal property in any manner we deem appropriate without liability to you.

Delinquency and Collection Charges: You will pay a delinquency charge equal to the lesser of \$15 or 8 percent of any installment in default for more than 10 days. If you default as described in the preceding paragraph and we refer this contract for collection to an attorney who is not our salaried employee or a salaried employee of the holder of this contract, you will pay reasonable attorney's fees plus court costs, and reasonable collection costs to the extent not prohibited by law.

Application of Payments: You agree that all payments received by Creditor from you will be applied to the earliest scheduled unpaid installments.

Demand for Full Payment and Additional Remedies on Default: If you default under this contract, at the time of the default or any time after default (if the default has not been cured previously) we may require immediate payment of the unpaid portion of the amount you owe us.

If we do so, that unpaid portion will be reduced by the unearned Finance Charge computed as if you repaid in full. On any default, we will have all the remedies of a secured party under the Uniform Commercial Code. If the cash price on the reverse hereof is \$1,000 or less, you will not be personally liable for any deficiency incurred in a sale after repossession.

Ownership of the Collateral: You represent that there are no liens, claims or encumbrances on the Collateral except for the security interest you grant by this contract to us and you further represent that you have executed no financing statement covering the Collateral except for one relating to this contract.

Location and Use of Collateral: You agree to notify us in writing of any change of your address or of any change in the location of the Collateral. Unless you first have received our written consent, you may not take the Collateral out of the State shown in Section D in the section entitled "Address Where Collateral Will Be Located" and you may not sell, lease or otherwise dispose of the Collateral or any part of it by any means. You will comply with all laws, ordinances, regulations and orders relating to the Collateral. You will keep the Collateral in good condition and will not alter or substantially modify it or conceal it. You will not allow any other security interest on the Collateral besides the security interest granted to us under this contract.

Inspection of the Collateral: We may inspect the Collateral at any reasonable time.

Taxes: You are responsible for and will pay when due all taxes and assessments levied on the Collateral. If you fail to do so, we may pay any such tax or assessment on your behalf. An

amount equal to that which we paid will be added to the Total of Payments then owing and you will be charged a finance charge on the amount we paid at the highest lawful contract rate.

Property Insurance: You will keep the Collateral insured against such risks and in such amount as we may from time to time require with an insurer that you choose and we approve. As indicated in Section B, if you choose, we will obtain property insurance for you at the premium shown. Whether the insurance is provided by you or by us, you will pay all premiums for this insurance when the premiums are due and payable. If you provide property insurance, you will deliver the policies to us as additional security and will provide us with receipts showing payment of premiums. If you do not obtain the insurance or pay the premiums, we may do so for you. If we do this, an amount equal to that which we have paid for the premiums will be added to the Total of Payments then owing and a finance charge at the highest lawful rate will be charged on that amount. If we do not obtain the insurance, none of our other rights and remedies will be prejudiced. You agree that any proceeds from insurance are to be used to either repair or replace the vehicle. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged or destroyed. If you default (as described above), we may cancel the insurance and credit any insurance premium refunds to the unpaid balance of this contract.

LIABILITY INSURANCE IS NOT REQUIRED BY THIS CONTRACT. YOU HAVE THE RIGHT TO CHOOSE THE PERSON THROUGH WHOM LIABILITY INSURANCE IS TO BE OBTAINED.

Information to Insurance Company or Agent: You give your permission to furnish any information about the Collateral or any information about insurance policies on the Collateral to an insurance agent or company.

Credit Life [**and**] *Insurance, Credit Disability Insurance* [:] *and Debt Cancellation Coverage (GAP coverage)*: If you indicated in Section B that you want optional credit life [**or**] *insurance, credit disability insurance* [, **or both,**] *or debt cancellation coverage (GAP coverage), or any combination thereof*, you agree to pay for such insurance at the premium shown in Section B.

No Warranties: We make no representations, promises or warranties, express or implied, as to the merchantability of the Collateral or whether the Collateral is suitable or fit for the particular purpose intended unless we have done so in this contract or in a separate written agreement signed by us as original Seller of the Collateral, or unless the manufacturer has specifically provided the warranty in writing. *However, if we make an express warranty in this contract or in a separate written agreement signed by us or, within 90 days after the date of this contract, we enter into a service contract that applies to the Collateral with the Buyer, the exclusion of implied warranties set forth in this paragraph does not exclude any implied warranties that may exist with respect to the Collateral during the term of the contract or agreement in which the express warranty is made.*

Notices: Any notice we have to give you pursuant to the Uniform Commercial Code will be reasonable if we send it to your address shown in Section D in the section entitled “Your

Address After Receipt of Possession of Collateral” at least 5 days before the event with respect to which notice is required.

Time is of the Essence: You understand that all payments that are required must be made on the day due.

Exercising our Rights: We can, without notice, delay enforcing our rights or exercise only part of them, without losing them, *or* waive a right we have to one Buyer without waiving it as to the other(s).

Meaning of Words: In this contract the words “you” and “your” means each and all those who sign this contract as Buyers or Co-Buyers, and their heirs, executors, administrators, successors and assigns. The words “we,” “us” and “ours” means the Creditor shown on the reverse in Section A, and if this contract is assigned, its successors and assigns and any other holder of this contract.

Governing Law: This contract has been delivered in the State of Creditor’s place of business and will be governed by the laws of the State and applicable federal law.

Invalidity: Wherever possible each provision of this contract shall be interpreted so that it is valid under applicable law, but if any provision is prohibited or invalid, the remaining provisions of this contract will continue to be valid.

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.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle on the reverse side, federal regulation may require a special buyer's guide to be displayed on the window.

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.

.....

Assignment: For value received, Seller sells, assigns and transfers to.....
(Assignee), its successors and assigns, the entire right, title and interest of Seller in the contract contained herein, including, but not limited to, all amounts payable to Buyer and security interest in the Collateral. To induce Assignee to purchase the contract, Seller represents and warrants to Assignee as follows: (a) the contract is genuine and the statements and amounts inserted herein are correct; (b) the contract and security interest arose entirely from the sale of the Collateral or services described in the contract, or both; (c) the down payment, if any be shown on the face

hereof, has been received and no part thereof was advanced directly or indirectly by Seller to Buyer; (d) the goods and services have been furnished to the satisfaction of Buyer and all obligations of warranty to Buyer, either express or implied, have been and will continue to be fulfilled by Seller; (e) the Collateral or services, or both, have been sold, provided and delivered to and accepted by Buyer; (f) the security interest granted to Seller in the contract constitutes a valid first lien on the Collateral and has been filed or recorded according to law to preserve the priority of each lien; (g) the Collateral is free and clear of all liens and encumbrances, except the security interest granted by this contract; (h) the full amount of the stated Total of Payments remains unpaid; (i) Seller is the holder of the contract and the security interest in the Collateral free and clear of all liens and encumbrances and Seller has full power and authority to assign the same; (j) the transaction was consummated on the above date set forth in the contract and Buyer did not receive possession of the Collateral prior to the date of consummation; (k) Buyer was furnished a completed copy of the contract prior to consummation; (l) the Collateral is insured [in] *with* a company acceptable to Assignee against physical damage in addition to such other risks as Assignee requires under an insurance policy acceptable to Assignee; (m) Seller has not knowingly communicated to Assignee incorrect information relating to the Buyer's application or credit statement or knowingly failed to communicate information relating to such application or credit statement; (n) the facts set forth in the contract are true; (o) Buyer has no defense or counterclaim to payment of the obligation evidenced by the contract; (p) Buyer is or, if more than one, each is not a minor and has legal capacity to execute this contract and is liable thereon; and (q) Seller has no reason to believe the Buyer has ever violated any laws concerning liquor or narcotics.

In the event any warranty shall be breached or any representation shall be false, Seller shall, upon demand and irrespective of whether the contract is then in default, repurchase the contract from Assignee at a price equal to either the unpaid balance of the Total of Payments (after deducting the unearned Finance Charge) or such other amount agreed to by Seller and Assignee in a separate agreement as in effect on the date of such demand by Assignee, plus any costs or expenses of collection, including attorney's fees, whether incurred by Assignee by suit or on appeal or otherwise. Seller waives all defenses that otherwise might have been available but nothing herein contained shall preclude Assignee from enforcing against Seller any other remedies provided by law for misrepresentation or breach of warranty. In the event of any proceedings commenced by Assignee against Buyer with respect to the contract, services or the Collateral, if Buyer asserts as a defense, set off or counterclaim any act, omission or default by Seller, Seller shall forthwith on demand repurchase the contract for the amount set forth above. The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. The above assignment provisions apply and are in addition to any obligations of Seller as provided in the paragraph below endorsed by Seller.

1. **RECOURSE:** Seller absolutely and unconditionally guarantees the prompt payment of either the Total of Payments (after deducting the unearned Finance Charge, when due, whether at maturity or by acceleration) or such other amount agreed to by Seller and Assignee in a separate agreement, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this guaranty or default of Buyer, or arising by reason of any extension of

time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives any and all defenses arising out of the guarantor relationship.

Seller: By:

Title: Date:

2. REPURCHASE: In the event of default by the Buyer under any of the terms or conditions of the contract, Seller will repossess and repurchase the Collateral, or if the Collateral has already been repossessed, Seller will repurchase the Collateral at the place of repossession or recovery. The Collateral will be repurchased in any event AS IS, at a price equal to either the then unpaid balance of the Total of Payments (after deducting the unearned Finance Charge) or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the default, together with all costs, expenses and reasonable attorney's fees incurred by Assignee in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives all other defenses that might otherwise have been available. At the time of repurchase, Seller shall pay to Assignee the purchase price in cash and Assignee may reassign to Seller without recourse and without warranties, express or implied, all title retention or lien instruments and all contracts or promissory notes which Assignee then holds upon such Collateral.

Seller: By:

Title: Date:

3. LIMITED ENDORSEMENT: In the event of default of Buyer before Buyer shall have paid the first installments under the foregoing contract, Assignee may reassign the contract to Seller and Seller agrees, upon tender of such reassignment and in consideration thereof to pay to Assignee either the then unpaid balance of the Total of Payments (after deducting the unearned Finance Charge) or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the reassignment, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and Seller waives any other defenses that might otherwise have been available.

Seller: By:

Title: Date:

4. **WITHOUT RECOURSE:** This assignment shall be without recourse against Seller except for such obligations as are set forth in the assignment above.

Seller: By:

Title: Date:

Sec. 4. NAC 97.130 is hereby amended to read as follows:

97.130 The following form of contract for sale and security agreement must be used in any lease of a vehicle if the transaction is otherwise governed by the provisions of NRS 97.299 and if, under the terms of the lease, the lessee is entitled to refinance the residual payment due at the end of the term of the lease:

Section A
Section B
Section C
Section D

Section E

SECTION A:

Buyer's Name(s):

 Name:

Address:

City: County:.....

State: Zip:.....

Phone: (.....)

CREDITOR:

Address:

City: County:.....

State: Zip:.....

Phone: (.....)

Stock No.:

Salesman: Date:.....

Bus. Phone: Res. Phone:

SECTION B:

DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH IN LENDING ACT.

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate:percent

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 SALES PRICE

The total cost of your purchase on credit, including your down payment of
\$.....: \$

Your Payment Schedule will be:

Number of payments:

Amount of payments:

When payments are due:

Number of payments:.....

Amount of payments:.....

When payments are due:.....

Number of payments:.....

Amount of payments:.....

When payments are due:.....

This contract does not contain a Balloon Payment.

This contract does contain a Balloon Payment. See paragraphs “Balloon Payment,”

“Refinancing Balloon Payments” and “Return of Vehicle” on the back side of this contract for the agreements with respect to the Balloon Payment. You may drive this vehicle for

miles per year without having to pay any additional charge as described in paragraph “Return of Vehicle” on the back side of this contract if applicable.

INSURANCE:

Credit life insurance , [and] credit disability insurance *and debt cancellation coverage, which is also known as GAP coverage*, are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Credit life: Premium: \$ Term:.....

Signature(s):

I want credit life insurance:

Joint credit life: Premium: \$ Term:.....

Signature(s):

We want joint credit life insurance:

Credit disability: Premium: \$..... Term:.....

Signature(s):

I want credit disability insurance:

Credit life and disability: Premium: \$..... Term:.....

Signature(s):

I want credit life and disability insurance:

Joint credit life and disability: Premium: \$..... Term:

Signature(s):

We want joint credit life and single disability insurance:

Debt cancellation coverage (GAP coverage): Premium or Fee: \$ Term:

Signature(s):

I want debt cancellation coverage (GAP coverage):.....

You may obtain property insurance from anyone you want that is acceptable to the Creditor above. If you get the insurance from the Creditor you will pay \$..... and the term of the insurance will be

SECURITY: You are giving a security interest in the goods or property being purchased.

Other (Check if applicable)

Filing fee: \$..... Nonfiling insurance: \$

LATE CHARGE: If a payment is more than 10 days late, you will be charged \$15 or 8 percent of the payment, whichever is less.

PREPAYMENT: If you pay off early, you may be entitled to a refund of the Finance Charge.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

SECTION C: ITEMIZATION OF AMOUNT FINANCED.

1. Vehicle Selling Price \$.....
- [Plus: Documentary Fees \$.....
- Plus: Emission Inspection Fee \$.....]
- Plus: Other (.....) \$.....
- Plus: Other (.....) \$.....
- Taxable Selling Price \$.....

2. Total Sales Tax \$.....

3. Luxury Tax..... \$.....

4. *Amounts Paid to Public Officials*
- a. Titling Fee* \$.....
- b. Registration Fee* \$.....
- c. Other*..... \$.....

5. Plus Other Charges
- a. Extended Service [Contract] *Contract** \$.....
- b. *Documentary Fees* \$.....
- c. Emission Inspection Fees* \$.....
- d. Driveaway Permit* \$.....
- [c.] *e. Other* (.....) \$.....
- [d.] *f. Other* (.....) \$.....

Total OTHER CHARGES [(Add 4a through 4d)] (Add 5a through 5f) \$.....

[5.] 6. TOTAL CASH SALES PRICE [(Add 1 through 4)] (Add 1 through 5) \$.....

[6.] 7. Gross Trade-In Allowance \$.....

Year	Make	Model
Minus: Payoff Balance		\$.....
Net Trade-In Allowance.....		\$.....

[7.] 8. Down Payment (Other Than Net Trade-In Allowance):

- a. Trade-In Sales Tax Credit \$.....
- b. Cash \$.....
- c. Manufacturer's Rebate \$.....
- d. Other (.....) \$.....

Down Payment [(Add 7a through 7d)] (Add 8a through 8d) \$.....

[8.] 9. TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE

[(Add 6 and 7)] (Add 7 and 8) \$.....

[9.] 10. UNPAID BALANCE OF CASH SALES PRICE

[(Subtract 8 from 5)] (Subtract 9 from 6) \$.....

[10. Plus Insurance Charges]

11. Plus Optional Insurance Charges*

a. Credit Life Insurance Premium

Paid to (.....)

Term (.....) \$.....

b. Credit Disability Insurance Premium

Paid to (.....)

Term (.....) \$.....

c. Debt Cancellation Coverage (GAP Coverage)*

Paid to (.....)

Term (.....) \$.....

d. Other Insurance

Paid to (.....)

Term (.....) \$.....

[11.] 12. TOTAL AMOUNT FINANCED [(Add 9 and 10)] (Add 10 and 11) \$.....

[Note: Aggregate Fees Paid to Governmental Agencies \$.....]

**Seller may retain or receive a portion of this amount.*

SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY

AGREEMENT.

This contract is made, 19...., between you, the Buyer(s) shown above, and us, the Seller shown as Creditor above. Having been quoted a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B above), you agree to buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as “Collateral”):

New or Used: Year and Make:.....

Series:..... Body Style: No. Cyl.:.....

If truck, ton capacity:

Manufacturer’s Serial Number:

Use for which purchased: Personal Business Agriculture

INCLUDING:

- | | | |
|---|---|---|
| <input type="checkbox"/> Sun/Moon Roof | <input type="checkbox"/> Air Conditioning | <input type="checkbox"/> Automatic Transmission |
| <input type="checkbox"/> Power Steering | <input type="checkbox"/> Power Door Locks | <input type="checkbox"/> Power Seats |

Power Windows

Tilt Wheel

Vinyl Top

Cassette

Cruise Control

AM/FM Stereo

Compact Disc Player

..... ColorTires Lic. No.

You, severally and jointly, promise to pay to us the Total of Payments (shown in Section B above) according to the Payment Schedule (also shown in Section B above), until paid in full, together with interest after maturity at the Annual Percentage Rate disclosed above.

To secure such payment, you grant to us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessions to and proceeds of the Collateral.

Insurance in which we or our assignee are named as beneficiary or loss payee, including any proceeds of such insurance or refunds of unearned premiums, or both, are assigned as additional security for this obligation. We, our successors and assigns, hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interests and assignments granted by you in this contract.

Address where Collateral will be located:

.....
Street

.....
City

.....
County

.....
State

Your address after receipt of possession of Collateral:

.....
Street City

.....
County State

STATE DISCLOSURE REQUIREMENTS: The provisions of Section B and Section C above are incorporated into this agreement for purposes of state disclosure requirements.

Additional Terms and Conditions: The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference.

SECTION E:

NOTICE TO BUYER

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you pay the amount due before the scheduled date of maturity of the indebtedness and you are not in default in the terms of the contract for more than 2 months, you are entitled to a refund of the unearned portion of the [time-price differential.] *finance charge*. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY [PROVISION] PROVISIONS IN THE CONTRACT OF SALE.

The text of the preceding two paragraphs is set forth below in Spanish:

Si usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHÍCULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACIÓN CONTARIA EN EL CONTRATO DE VENTA.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN COPY OF THIS CONTRACT AND THE ABOVE DISCLOSURE AT THE TIME OF SIGNING.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE
CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN
SECTION C ABOVE.

Buyer:..... Date:

Co-Buyer:..... Date:

Creditor: Date:

By:..... Title:

.....

(REVERSE SIDE OF CONTRACT)

(Motor Vehicle Contract and Security Agreement)

(CONT'D) ADDITIONAL TERMS AND CONDITIONS

Prepayment Rebate: You may prepay this contract in full at any time before the final installment is due. If the rights of the Buyer have not been terminated or forfeited under the terms of the contract, the Buyer may prepay in full the unpaid time balance thereof at any time before its final due date and, if Buyer does so, and if the contract is not in default under any term or condition of the contract more than 2 months, Buyer is entitled to a refund of the unearned portion of the

[time-price differential] *finance charge* for the prepayment. The amount of the refund must be computed by applying the agreed rate of the [time-price differential] *finance charge* to the unpaid time balance. Any greater amount of the [time-price differential] *finance charge* which may have been precomputed and included in the balance due must be refunded.

Balloon Payment: For purposes of the contract, a “Balloon Payment” is an originally scheduled final payment owed to us that is substantially larger than any of the prior scheduled payments. If this contract contains a Balloon Payment, you agree that when such payment becomes due to be paid to either (1) pay the Balloon Payment in its full amount when it is due to be paid, (2) refinance the Balloon Payment as described in the paragraph “Refinancing Balloon Payments” below, or (3) sell the vehicle to us as described in the paragraph “Return of Vehicle” below.

Refinancing Balloon Payments: If the originally schedule final payment owed to us is a Balloon Payment, you may refinance the Balloon Payment unless you have violated some part of this contract. You must provide us with proof that the vehicle is insured in a manner that is acceptable to us before you can refinance the Balloon Payment. The Annual Percentage Rate and the term of the refinancing of the Balloon Payment will not exceed that allowed by law. You must notify us in writing of your intention to refinance the Balloon Payment at least 30 days before the date the Balloon Payment must be paid except as allowed in the paragraph “Return of Vehicle” below.

Return of Vehicle: If the originally schedule final payment owed to us is a Balloon Payment, you may sell the vehicle to us for an amount that is equal to the amount of the Balloon Payment you

owe us. Also, you must pay us \$.08 per mile for each mile you drive the vehicle in excess of the total number of miles allowed as stated on the front of this contract plus the cost of all repairs that are the result of excess wear and tear. Excess wear and tear includes, among other things: (1) broken, damaged or discolored glass; (2) damage to the body, metalwork, lights, trim or paint; (3) removal of equipment that was part of the vehicle when you accepted the vehicle unless you substituted replacement equipment that is satisfactory to us; (4) damage from flood water, hail or sand; or (5) any damage or other condition that makes the vehicle either unsafe or unlawful to drive. Each tire must have at least 1/8-inch tread. All tires must be part of a matching set. Snow tires are not acceptable. You must maintain the vehicle according to the manufacturer's recommended maintenance schedule and must produce evidence of this upon our request. In order to sell the vehicle back to us, you must contact us in writing 30 days before the due date of the Balloon Payment and arrange a time and place suitable to us for inspection of the vehicle no later than 15 days before the due date of the Balloon Payment. At this inspection we will determine whether there is any excess mileage or excess wear and tear on the vehicle. If after the inspection of the vehicle you decide to sell the vehicle to us, you must give us the vehicle no later than the date the Balloon Payment is due along with a certified check in the amount you owe us for excess mileage and excess wear and tear, if any, as was determined at the vehicle inspection and a certificate of title to the vehicle that shows no liens other than our lien and that transfers ownership of the vehicle to us. If you decide not to sell us the vehicle after the inspection, you must either (1) pay the total amount of the Balloon Payment owed when it becomes due, or (2) contact us within 5 days after the inspection and inform us that you want to refinance the Balloon Payment and refinance the Balloon Payment on or before the date it is due. If you disagree with the amount of money you must pay to us for wear and tear as determined at

the inspection of the vehicle, you may obtain, at your own expense, from a factory-authorized dealer of the vehicle approved by us a dollar estimate of the amount of wear and tear. The amount that you owe us for wear and tear will be the lower of the amount determined as excess wear and tear on the vehicle by the inspection discussed above or the estimate obtained at your expense.

Default: If you default in the performance of any of the terms and conditions of this agreement, including, but not limited to, making of any payment later than 30 days of when due, or become insolvent, or file any proceeding under the U. S. Bankruptcy Code, or upon your demise, or if the vehicle is damaged or destroyed, we may at our option and without notice or demand (1) declare all unpaid sums immediately due and payable, (2) file suit against you for all unpaid sums, and (3) take immediate possession of the vehicle. Upon taking possession of the vehicle and giving notice as provided by law, if you do not redeem the vehicle, we will sell it at public or private sale. We may purchase the vehicle at any sale. The proceeds of the sale will be applied first to the expenses of retaking, reconditioning, storing and selling the property, and the remainder will be applied to the unpaid sums owing under this contract. Attorney's fees and court costs are allowed too. If there is any money left over (surplus) it will be paid to you. If a balance still remains owing, you promise to pay that balance upon demand. If you default or breach this agreement you agree to pay finance charges at the Annual Percentage Rate shown on the reverse side until all sums owing us are paid in full. Our remedies are cumulative and taking of any action is not a waiver and does not prohibit us from pursuing any other remedy. You promise to pay reasonable collection costs and expenses, including attorney's fees, if you default under this agreement. If suit is filed, you agree that attorney's fees and costs will be awarded to the

prevailing party. If the vehicle is repossessed we may store personal property found in the vehicle for your account and at your expense and if you do not claim the property within 90 days after the repossession, we may dispose of the personal property in any manner we deem appropriate without liability to you.

Delinquency and Collection Charges: You will pay a delinquency charge equal to the lesser of \$15 or 8 percent of any installment in default for more than 10 days. If you default as described in the preceding paragraph and we refer this contract for collection to an attorney who is not our salaried employee or a salaried employee of the holder of this contract, you will pay reasonable attorney's fees plus court costs, and reasonable collection costs to the extent not prohibited by law.

Demand for Full Payment and Additional Remedies on Default: If you default under this contract, at the time of the default or any time after default (if the default has not been cured previously) we may require immediate payment of the unpaid portion of the amount you owe us. If we do so, that unpaid portion will be reduced by the unearned Finance Charge computed as if you repaid in full. On any default, we will have all the remedies of a secured party under the Uniform Commercial Code. If the cash price on the reverse hereof is \$1,000 or less, you will not be personally liable for any deficiency incurred in a sale after repossession.

Ownership of the Collateral: You represent that there are no liens, claims or encumbrances on the Collateral except for the security interest you grant by this contract to us and you further

represent that you have executed no financing statement covering the Collateral except for one relating to this contract.

Location and Use of Collateral: You agree to notify us in writing of any change of your address or of any change in the location of the Collateral. Unless you first have received our written consent, you may not take the Collateral out of the State shown in Section D in the section entitled “Address Where Collateral Will Be Located” and you may not sell, lease or otherwise dispose of the Collateral or any part of it by any means. You will comply with all laws, ordinances, regulations and orders relating to the Collateral. You will keep the Collateral in good condition and will not alter or substantially modify it or conceal it. You will not allow any other security interest on the Collateral besides the security interest granted to us under this contract.

Inspection of the Collateral: We may inspect the Collateral at any reasonable time.

Taxes: You are responsible for and will pay when due all taxes and assessments levied on the Collateral. If you fail to do so, we may pay any such tax or assessment on your behalf. An amount equal to that which we paid will be added to the Total of Payments then owing and you will be charged a finance charge on the amount we paid at the highest lawful contract rate.

Property Insurance: You will keep the Collateral insured against such risks and in such amount as we may from time to time require with an insurer that you choose and we approve. As indicated in Section B, if you choose, we will obtain property insurance for you at the premium shown. Whether the insurance is provided by you or by us, you will pay all premiums for this

insurance when the premiums are due and payable. If you provide property insurance, you will deliver the policies to us as additional security and will provide us with receipts showing payment of premiums. If you do not obtain the insurance or pay the premiums, we may do so for you. If we do this, an amount equal to that which we have paid for the premiums will be added to the Total of Payments then owing and a finance charge at the highest lawful rate will be charged on that amount. If we do not obtain the insurance, none of our other rights and remedies will be prejudiced. You agree that any proceeds from insurance are to be used to either repair or replace the vehicle. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged or destroyed. If you default (as described above), we may cancel the insurance and credit any insurance premium refunds to the unpaid balance of this contract.

LIABILITY INSURANCE IS NOT REQUIRED BY THIS CONTRACT. YOU HAVE THE RIGHT TO CHOOSE THE PERSON THROUGH WHOM LIABILITY INSURANCE IS TO BE OBTAINED.

Information to Insurance Company or Agent: You give your permission to furnish any information about the Collateral or any information about insurance policies on the Collateral to an insurance agent or company.

Credit Life [**and**] *Insurance, Credit* Disability Insurance [**:**] *and Debt Cancellation Coverage (GAP coverage)*: If you indicated in Section B that you want optional credit life [**or**] *insurance, credit* disability insurance [**, or both,**] *or debt cancellation coverage (GAP coverage), or any combination thereof*, you agree to pay for such insurance at the premium shown in Section B.

No Warranties: We make no representations, promises or warranties, express or implied, as to the merchantability of the Collateral or whether the Collateral is suitable or fit for the particular purpose intended unless we have done so in this contract or in a separate written agreement signed by us as original Seller of the Collateral, or unless the manufacturer has specifically provided the warranty in writing. *However, if we make an express warranty in this contract or in a separate written agreement signed by us or, within 90 days after the date of this contract, we enter into a service contract that applies to the Collateral with the Buyer, the exclusion of implied warranties set forth in this paragraph does not exclude any implied warranties that may exist with respect to the Collateral during the term of the contract or agreement in which the express warranty is made.*

Notices: Any notice we have to give you pursuant to the Uniform Commercial Code will be reasonable if we send it to your address shown in Section D in the section entitled “Your Address After Receipt of Possession of Collateral” at least 5 days before the event with respect to which notice is required.

Time is of the Essence: You understand that all payments that are required must be made on the day due.

Exercising our Rights: We can, without notice, delay enforcing our rights or exercise only part of them, without losing them, *or* waive a right we have to one Buyer without waiving it as to the other(s).

Meaning of Words: In this contract the words “you” and “your” means each and all those who sign this contract as Buyers or Co-Buyers, and their heirs, executors, administrators, successors and assigns. The words “we,” “us” and “ours” means the Creditor shown on the reverse in Section A, and if this contract is assigned, its successors and assigns and any other holder of this contract.

Governing Law: This contract has been delivered in the State of Creditor’s place of business and will be governed by the laws of the State and applicable federal law.

Invalidity: Wherever possible each provision of this contract shall be interpreted so that it is valid under applicable law, but if any provision is prohibited or invalid, the remaining provisions of this contract will continue to be valid.

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.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle on the reverse side, federal regulation may require a special buyer’s guide to be displayed on the window.

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.

.....

Assignment: For value received, Seller sells, assigns and transfers to.....
(Assignee), its successors and assigns, the entire right, title and interest of Seller in the contract contained herein, including, but not limited to, all amounts payable to Buyer and security interest in the Collateral. To induce Assignee to purchase the contract, Seller represents and warrants to Assignee as follows: (a) the contract is genuine and the statements and amounts inserted herein are correct; (b) the contract and security interest arose entirely from the sale of the Collateral or services described in the contract, or both; (c) the down payment, if any be shown on the face hereof, has been received and no part thereof was advanced directly or indirectly by Seller to Buyer; (d) the goods and services have been furnished to the satisfaction of Buyer and all obligations of warranty to Buyer, either express or implied, have been and will continue to be fulfilled by Seller; (e) the Collateral or services, or both, have been sold, provided and delivered to and accepted by Buyer; (f) the security interest granted to Seller in the contract constitutes a valid first lien on the Collateral and has been filed or recorded according to law to preserve the priority of each lien; (g) the Collateral is free and clear of all liens and encumbrances, except the security interest granted by this contract; (h) the full amount of the stated Total of Payments remains unpaid; (i) Seller is the holder of the contract and the security interest in the Collateral

free and clear of all liens and encumbrances and Seller has full power and authority to assign the same; (j) the transaction was consummated on the above date set forth in the contract and Buyer did not receive possession of the Collateral prior to the date of consummation; (k) Buyer was furnished a completed copy of the contract prior to consummation; (l) the Collateral is insured [in] with a company acceptable to Assignee against physical damage in addition to such other risks as Assignee requires under an insurance policy acceptable to Assignee; (m) Seller has not knowingly communicated to Assignee incorrect information relating to the Buyer's application or credit statement or knowingly failed to communicate information relating to such application or credit statement; (n) the facts set forth in the contract are true; (o) Buyer has no defense or counterclaim to payment of the obligation evidenced by the contract; (p) Buyer is or, if more than one, each is not a minor and has legal capacity to execute this contract and is liable thereon; and (q) Seller has no reason to believe the Buyer has ever violated any laws concerning liquor or narcotics.

In the event any warranty shall be breached or any representation shall be false, Seller shall, upon demand and irrespective of whether the contract is then in default, repurchase the contract from Assignee at a price equal to either the unpaid balance of the Total of Payments (after deducting the unearned Finance Charge) or such other amount agreed to by Seller and Assignee in a separate agreement as in effect on the date of such demand by Assignee, plus any costs or expenses of collection, including attorney's fees, whether incurred by Assignee by suit or on appeal or otherwise. Seller waives all defenses that otherwise might have been available but nothing herein contained shall preclude Assignee from enforcing against Seller any other remedies provided by law for misrepresentation or breach of warranty. In the event of any

proceedings commenced by Assignee against Buyer with respect to the contract, services or the Collateral, if Buyer asserts as a defense, set off or counterclaim any act, omission or default by Seller, Seller shall forthwith on demand repurchase the contract for the amount set forth above. The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. The above assignment provisions apply and are in addition to any obligations of Seller as provided in the paragraph below endorsed by Seller.

1. RECOURSE: Seller absolutely and unconditionally guarantees the prompt payment of either the Total of Payments (after deducting the unearned Finance Charge, when due, whether at maturity or by acceleration) or such other amount agreed to by Seller and Assignee in a separate agreement, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this guaranty or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives any and all defenses arising out of the guarantor relationship.

Seller: By:.....

Title: Date:.....

2. **REPURCHASE:** In the event of default by the Buyer under any of the terms or conditions of the contract, Seller will repossess and repurchase the Collateral, or if the Collateral has already been repossessed, Seller will repurchase the Collateral at the place of repossession or recovery. The Collateral will be repurchased in any event AS IS, at a price equal to either the then unpaid balance of the Total of Payments (after deducting the unearned Finance Charge) or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the default, together with all costs, expenses and reasonable attorney's fees incurred by Assignee in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives all other defenses that might otherwise have been available. At the time of repurchase, Seller shall pay to Assignee the purchase price in cash and Assignee may reassign to Seller without recourse and without warranties, express or implied, all title retention or lien instruments and all contracts or promissory notes which Assignee then holds upon such Collateral.

Seller: By:.....

Title: Date:

3. **LIMITED ENDORSEMENT:** In the event of default of Buyer before Buyer shall have paid the first installments under the foregoing contract, Assignee may reassign the contract to Seller and Seller agrees, upon tender of such reassignment and in consideration

thereof to pay to Assignee either the then unpaid balance of the Total of Payments (after deducting the unearned Finance Charge) or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the reassignment, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and Seller waives any other defenses that might otherwise have been available.

Seller: By:.....

Title: Date:

4. **WITHOUT RECOURSE:** This assignment shall be without recourse against Seller except for such obligations as are set forth in the assignment above.

Seller: By:.....

Title: Date:

Sec. 5. NAC 97.135 is hereby amended to read as follows:

97.135 1. As used in this section, “recreational vehicle” has the meaning ascribed to it in NRS 118B.018.

2. The following form of contract for sale and security agreement must be used in any sale of a recreational vehicle if the sale is governed by the provisions of NRS 97.299 and simple interest is to be paid in connection with the sale:

Section A
Section B
Section C
Section D
Section E

SECTION A:

Buyer’s Name(s):

Name:

Address:

City: County:.....

State: Zip:.....

Phone: (.....)

CREDITOR:

Address:

City: County:.....

State: Zip:.....

Phone: (.....)

Stock No.:

Salesman: Date:.....

Bus. Phone: Res. Phone:

SECTION B:

DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH IN LENDING ACT.

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate:.....percent

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 SALES PRICE

The total cost of your purchase on credit, including your down payment of
\$..... : \$

Your Payment Schedule will be:

Number of payments:.....

Amount of payments:.....

When payments are due:.....

Number of payments:.....

Amount of payments:.....

When payments are due:.....

Number of payments:.....

Amount of payments:.....

When payments are due:

(e) means an estimate

INSURANCE:

Credit life insurance , [and] credit disability insurance *and debt cancellation coverage, which is also known as GAP coverage*, are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Credit life: Premium: \$ Term:

Signature(s):

I want credit life insurance:

Joint credit life: Premium: \$ Term:

Signature(s):

We want joint credit life insurance:

Credit disability: Premium: \$..... Term:

Signature(s):

I want credit disability insurance:

Credit life and disability: Premium: \$..... Term:.....

Signature(s):

I want credit life and disability insurance:.....

Joint credit life and disability: Premium: \$..... Term:.....

Signature(s):

We want joint credit life and single disability insurance:.....

Debt cancellation coverage (GAP coverage): Premium or Fee: \$ Term:

Signature(s):

I want debt cancellation coverage (GAP coverage):.....

You may obtain property insurance from anyone you want that is acceptable to the Creditor above. If you get the insurance from the Creditor you will pay \$..... and the term of the insurance will be

SECURITY: You are giving a security interest in the goods or property being purchased.

Other (Check if applicable)

If this section is checked, I am also giving you a mortgage or deed of trust in the real estate described in the contract.

Filing fee: \$..... Nonfiling insurance: \$

LATE CHARGE: If a payment is more than 10 days late, you will be charged \$15 or 8 percent of the payment, whichever is less.

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and penalties.

SECTION C: ITEMIZATION OF AMOUNT FINANCED.

1. Vehicle Selling Price	\$.....	
[Plus: Documentary Fees	\$.....	
Plus: Emission Inspection Fee	\$.....]	
Plus: Other (.....)	\$.....	
Plus: Other (.....)	\$.....	
Taxable Selling Price		\$.....

2. Total Sales Tax \$.....

3. Luxury Tax..... \$.....

4. *Amounts Paid to Public Officials*

a. Titling Fee \$.....

b. Registration Fee \$.....

c. Other..... \$.....

5. Plus Other Charges

a. Extended Service [**Contract**] *Contract** \$.....

b. *Documentary Fees* \$.....

c. Emission Inspection Fees \$.....

d. Driveaway Permit \$.....

[**c.**] *e. Other* (.....) \$.....

[**d.**] *f. Other* (.....) \$.....

Total OTHER CHARGES [(**Add 4a through 4d**)] (*Add 5a through 5f*) \$.....

[**5.**] **6.** TOTAL CASH SALES PRICE [(**Add 1 through 4**)] (*Add 1 through 5*) \$.....

[**6.**] **7.** Gross Trade-In Allowance \$.....

Year	Make	Model
	Minus: Payoff Balance	\$.....
	Net Trade-In Allowance	\$.....

[7.] 8. Down Payment (Other Than Net Trade-In Allowance):

- a. Trade-In Sales Tax Credit \$.....
- b. Cash \$.....
- c. Manufacturer's Rebate \$.....
- d. Other (.....) \$.....

Down Payment [(Add 7a through 7d)] (Add 8a through 8d) \$.....

[8.] 9. TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE

[(Add 6 and 7)] (Add 7 and 8) \$.....

[9.] 10. UNPAID BALANCE OF CASH SALES PRICE

[(Subtract 8 from 5)] (Subtract 9 from 6) \$.....

[10. Plus Insurance Charges]

11. Plus Optional Insurance Charges*

- a. Credit Life Insurance Premium

Paid to (.....)

Term (.....) \$.....

b. Credit Disability Insurance Premium

Paid to (.....)

Term (.....) \$.....

c. *Debt Cancellation Coverage (GAP Coverage)**

Paid to (.....)

Term (.....) \$.....

d. Other Insurance

Paid to (.....)

Term (.....) \$.....

[11.] 12. TOTAL AMOUNT FINANCED [(Add 9 and 10)] (Add 10 and 11) \$.....

[Note: Aggregate Fees Paid to Governmental Agencies \$.....]

**Seller may retain or receive a portion of this amount.*

SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT.

This contract is made, 19...., between you, the Buyer(s) shown above, and us, the Seller shown as Creditor above. Having been quoted a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B above), you agree to

buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as “Collateral”):

New or Used: Year and Make:.....

Series:..... Body Style: No. Cyl.:.....

Manufacturer’s Serial Number:

Use for which purchased: Personal Business Agriculture

INCLUDING:

- | | | |
|---|---|---|
| <input type="checkbox"/> Sun/Moon Roof | <input type="checkbox"/> Air Conditioning | <input type="checkbox"/> Automatic Transmission |
| <input type="checkbox"/> Power Steering | <input type="checkbox"/> Power Door Locks | <input type="checkbox"/> Power Seats |
| <input type="checkbox"/> Power Windows | <input type="checkbox"/> Tilt Wheel | <input type="checkbox"/> Cassette |
| <input type="checkbox"/> Cruise Control | <input type="checkbox"/> AM/FM Stereo | <input type="checkbox"/> Compact Disc Player |

..... Color Tires Lic. No.

Air Conditioner/Serial No.

Range/Serial No.

Refrigerator/Serial No.

Washer/Serial No.

Dryer/Serial No.

- | | | |
|----------------------------------|-----------------------------------|------------------------------------|
| <input type="checkbox"/> Awnings | <input type="checkbox"/> Skirting | <input type="checkbox"/> Furniture |
|----------------------------------|-----------------------------------|------------------------------------|

Other (describe)

Description of real estate if taken as security (including street address):

.....

.....

.....

City County State

You, severally and jointly, promise to pay to us the Total of Payments (shown in Section B above) according to the Payment Schedule (also shown in Section B above), until paid in full, together with interest after maturity at the Annual Percentage Rate disclosed above.

To secure such payment, you grant to us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessions to and proceeds of the Collateral.

Insurance in which we or our assignee are named as beneficiary or loss payee, including any proceeds of such insurance or refunds of unearned premiums, or both, are assigned as additional security for this obligation and any other obligation created in connection with this sale. We, our successors and assigns, hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interests and assignments granted by you in this contract.

Address where Collateral will be located:

.....
Street City

.....
County State

Your address after receipt of possession of Collateral:

.....
Street City

.....
County State

STATE DISCLOSURE REQUIREMENTS: The provisions of Section B and Section C above are incorporated into this agreement for purposes of state disclosure requirements.

Additional Terms and Conditions: The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference.

OPTION:You pay no Finance Charge if the Total Amount Financed, item No. 12, Section C, is paid in full on or before....., 19....

SELLER'S INITIALS:.....

SECTION E:

NOTICE TO BUYER

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY [PROVISION] PROVISIONS IN THE CONTRACT OF SALE.

The text of the preceding two paragraphs is set forth below in Spanish:

Si usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHÍCULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACIÓN CONTARIA EN EL CONTRATO DE VENTA.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN COPY OF THIS CONTRACT AND THE ABOVE DISCLOSURE AT THE TIME OF SIGNING.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN SECTION C ABOVE.

Buyer:..... Date:
Co-Buyer:..... Date:
Creditor: Date:
By:..... Title:

.....

(REVERSE SIDE OF CONTRACT)

(Recreational Vehicle — Simple Interest)

(CONT'D) ADDITIONAL TERMS AND CONDITIONS

Simple Interest Contract: This is a simple interest contract. The Finance Charge, Total of Payments and Payment Schedule set forth in the disclosures on the reverse side may differ. The final payment may differ depending upon the dates payments are received and events which occur after this contract is made. For example, early payments will have the effect of reducing your final payment, while late payments will cause your final payment to be higher. Your promise requires you to pay the final payment on the date due, which payment will be equal to all unpaid sums due under this contract, even if the amount of the final payment differs from the amount of final payment disclosed on the reverse side hereof.

Default: If you default in the performance of any of the terms and conditions of this agreement, including, but not limited to, making of any payment later than 30 days of when due, or become insolvent, or file any proceeding under the U.S. Bankruptcy Code, or upon your demise, or if the vehicle is damaged or destroyed, we may at our option and without notice or demand (1) declare all unpaid sums immediately due and payable, (2) file suit against you for all unpaid sums, and (3) take immediate possession of the vehicle. Upon taking possession of the vehicle and giving notice as provided by law, if you do not redeem the vehicle, we will sell it at public or private sale. We may purchase the vehicle at any sale. The proceeds of the sale will be applied first to the expenses of retaking, reconditioning, storing and selling the property, and the remainder will be applied to the unpaid sums owing under this contract. Attorney's fees and court costs are allowed too. If there is any money left over (surplus) it will be paid to you. If a balance still remains owing, you promise to pay that balance upon demand. If you default or breach this agreement you agree to pay finance charges at the Annual Percentage Rate shown on the reverse

side until all sums owing us are paid in full. Our remedies are cumulative and taking of any action is not a waiver and does not prohibit us from pursuing any other remedy. You promise to pay reasonable collection costs and expenses, including attorney's fees, if you default under this agreement. If suit is filed, you agree that attorney's fees and costs will be awarded to the prevailing party. If the vehicle is repossessed we may store personal property found in the vehicle for your account and at your expense and if you do not claim the property within 90 days after the repossession, we may dispose of the personal property in any manner we deem appropriate without liability to you.

Delinquency and Collection Charges: You will pay a delinquency charge equal to the lesser of \$15 or 8 percent of any installment in default for more than 10 days. If you default as described in the preceding paragraph and we refer this contract for collection to an attorney who is not our salaried employee or a salaried employee of the holder of this contract, you will pay reasonable attorney's fees plus court costs, and reasonable collection costs to the extent not prohibited by law.

Demand for Full Payment and Additional Remedies on Default: If you default under this contract, at the time of the default or any time after default (if the default has not been cured previously) we may require immediate payment of the unpaid portion of the amount you owe us. If there is any money left over (surplus) it will be paid to you. On any default, we will have all the remedies of a secured party under the Uniform Commercial Code. If the cash price on the reverse hereof is \$1,000 or less, you will not be personally liable for any deficiency incurred in a sale after repossession.

Ownership of the Collateral: You represent that there are no liens, claims or encumbrances on the Collateral except for the security interest you grant by this contract to us and you further represent that you have executed no financing statement covering the Collateral except for one relating to this contract.

Location and Use of Collateral: You agree to notify us in writing of any change of your address or of any change in the location of the Collateral. Unless you first have received our written consent, you may not take the Collateral out of the State shown in Section D in the section entitled “Address Where Collateral Will Be Located” and you may not sell, lease or otherwise dispose of the Collateral or any part of it by any means. You will comply with all laws, ordinances, regulations and orders relating to the Collateral. You will keep the Collateral in good condition and will not alter or substantially modify it or conceal it. You will not allow any other security interest on the Collateral besides the security interest granted to us under this contract.

Inspection of the Collateral: We may inspect the Collateral at any reasonable time.

Taxes: You are responsible for and will pay when due all taxes and assessments levied on the Collateral. If you fail to do so, we may pay any such tax or assessment on your behalf. An amount equal to that which we paid will be added to the Total of Payments then owing and you will be charged a finance charge on the amount we paid at the highest lawful contract rate.

Property Insurance: You will keep the Collateral insured against such risks and in such amount as we may from time to time require with an insurer that you choose and we approve. As indicated in Section B, if you choose, we will obtain property insurance for you at the premium shown. Whether the insurance is provided by you or by us, you will pay all premiums for this insurance when the premiums are due and payable. If you provide property insurance, you will deliver the policies to us as additional security and will provide us with receipts showing payment of premiums. If you do not obtain the insurance or pay the premiums, we may do so for you. If we do this, an amount equal to that which we have paid for the premiums will be added to the Total of Payments then owing and a finance charge at the highest lawful rate will be charged on that amount. If we do not obtain the insurance, none of our other rights and remedies will be prejudiced. You agree that any proceeds from insurance are to be used to either repair or replace the vehicle. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged or destroyed. If you default (as described above), we may cancel the insurance and credit any insurance premium refunds to the unpaid balance of this contract.

LIABILITY INSURANCE IS NOT REQUIRED BY THIS CONTRACT. YOU HAVE THE RIGHT TO CHOOSE THE PERSON THROUGH WHOM LIABILITY INSURANCE IS TO BE OBTAINED.

Information to Insurance Company or Agent: You give your permission to furnish any information about the Collateral or any information about insurance policies on the Collateral to an insurance agent or company.

Credit Life [**and**] *Insurance, Credit* Disability Insurance [:] *and Debt Cancellation Coverage (GAP coverage)*: If you indicated in Section B that you want optional credit life [**or**] *insurance, credit* disability insurance [, **or both,**] *or debt cancellation coverage (GAP coverage), or any combination thereof*, you agree to pay for such insurance at the premium shown in Section B.

No Warranties: We make no representations, promises or warranties, express or implied, as to the merchantability of the Collateral or whether the Collateral is suitable or fit for the particular purpose intended unless we have done so in this contract or in a separate written agreement signed by us as original Seller of the Collateral, or unless the manufacturer has specifically provided the warranty in writing. *However, if we make an express warranty in this contract or in a separate written agreement signed by us or, within 90 days after the date of this contract, we enter into a service contract that applies to the Collateral with the Buyer, the exclusion of implied warranties set forth in this paragraph does not exclude any implied warranties that may exist with respect to the Collateral during the term of the contract or agreement in which the express warranty is made.*

Notices: Any notice we have to give you pursuant to the Uniform Commercial Code will be reasonable if we send it to your address shown in Section D in the section entitled “Your Address After Receipt of Possession of Collateral” at least 5 days before the event with respect to which notice is required.

Time is of the Essence: You understand that all payments that are required must be made on the day due.

Exercising our Rights: We can, without notice, delay enforcing our rights or exercise only part of them, without losing them, *or* waive a right we have to one Buyer without waiving it as to the other(s).

Meaning of Words: In this contract the words “you” and “your” means each and all those who sign this contract as Buyers or Co-Buyers, and their heirs, executors, administrators, successors and assigns. The words “we,” “us” and “ours” means the Creditor shown on the reverse in Section A, and if this contract is assigned, its successors and assigns and any other holder of this contract.

Governing Law: This contract has been delivered in the State of Creditor’s place of business and will be governed by the laws of that State and applicable federal law.

Invalidity: Wherever possible each provision of this contract shall be interpreted so that it is valid under applicable law, but if any provision is prohibited or invalid, the remaining provisions of this contract will continue to be valid.

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.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle on the reverse side, federal regulation may require a special buyer's guide to be displayed on the window.

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.

.....

Assignment: For value received, Seller sells, assigns and transfers to.....
(Assignee), its successors and assigns, the entire right, title and interest of Seller in the contract contained herein, including, but not limited to, all amounts payable to Buyer and security interest in the Collateral. To induce Assignee to purchase the contract, Seller represents and warrants to Assignee as follows: (a) the contract is genuine and the statements and amounts inserted herein are correct; (b) the contract and security interest arose entirely from the sale of the Collateral or services described in the contract, or both; (c) the down payment, if any be shown on the face hereof, has been received and no part thereof was advanced directly or indirectly by Seller to Buyer; (d) the goods and services have been furnished to the satisfaction of Buyer and all obligations of warranty to Buyer, either express or implied, have been and will continue to be fulfilled by Seller; (e) the Collateral or services, or both, have been sold, provided and delivered to and accepted by Buyer; (f) the security interest granted to Seller in the contract constitutes a

valid first lien on the Collateral and has been filed or recorded according to law to preserve the priority of each lien; (g) the Collateral is free and clear of all liens and encumbrances, except the security interest granted by this contract; (h) the full amount of the stated Total of Payments remains unpaid; (i) Seller is the holder of the contract and the security interest in the Collateral free and clear of all liens and encumbrances and Seller has full power and authority to assign the same; (j) the transaction was consummated on the above date set forth in the contract and Buyer did not receive possession of the Collateral prior to the date of consummation; (k) Buyer was furnished a completed copy of the contract prior to consummation; (l) the Collateral is insured [in] with a company acceptable to Assignee against physical damage in addition to such other risks as Assignee requires under an insurance policy acceptable to Assignee; (m) Seller has not knowingly communicated to Assignee incorrect information relating to the Buyer's application or credit statement or knowingly failed to communicate information relating to such application or credit statement; (n) the facts set forth in the contract are true; (o) Buyer has no defense or counterclaim to payment of the obligation evidenced by the contract; (p) Buyer is or, if more than one, each is not a minor and has legal capacity to execute this contract and is liable thereon; and (q) Seller has no reason to believe the Buyer has ever violated any laws concerning liquor or narcotics.

In the event any warranty shall be breached or any representation shall be false, Seller shall, upon demand and irrespective of whether the contract is then in default, repurchase the contract from Assignee at a price equal to the unpaid balance of the contract plus accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect on the date of such demand by Assignee, plus any costs or expenses of collection, including attorney's fees,

whether incurred by Assignee by suit or on appeal or otherwise. Seller waives all defenses that otherwise might have been available but nothing herein contained shall preclude Assignee from enforcing against Seller any other remedies provided by law for misrepresentation or breach of warranty. In the event of any proceedings commenced by Assignee against Buyer with respect to the contract, services or the Collateral, if Buyer asserts as a defense, set off or counterclaim any act, omission or default by Seller, Seller shall forthwith on demand repurchase the contract for the amount set forth above. The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. The above assignment provisions apply and are in addition to any obligations of Seller as provided in the paragraph below endorsed by Seller.

1. RECOURSE: Seller absolutely and unconditionally guarantees the prompt payment of either the total unpaid amount of the contract and any accrued interest or such other amount agreed to by Seller and Assignee in a separate agreement, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this guaranty or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives any and all defenses arising out of the guarantor relationship.

Seller: By:.....

Title: Date:

2. REPURCHASE: In the event of default by the Buyer under any of the terms or conditions of the contract, Seller will repossess and repurchase the Collateral, or if the Collateral has already been repossessed, Seller will repurchase the Collateral at the place of repossession or recovery. The Collateral will be repurchased in any event AS IS, at a price equal to the then unpaid balance of the contract and any accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the default, together with all costs, expenses and reasonable attorney’s fees incurred by Assignee in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives all other defenses that might otherwise have been available. At the time of repurchase, Seller shall pay to Assignee the purchase price in cash and Assignee may reassign to Seller without recourse and without warranties, express or implied, all title retention or lien instruments and all contracts or promissory notes which Assignee then holds upon such Collateral.

Seller: By:

Title: Date:

3. LIMITED ENDORSEMENT: In the event of default of Buyer before Buyer shall have paid the first installments under the foregoing contract, Assignee may reassign the contract to Seller and Seller agrees, upon tender of such reassignment and in consideration thereof to pay to Assignee either the then unpaid balance of the contract and any accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the reassignment, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and Seller waives any other defenses that might otherwise have been available.

Seller: By:.....

Title:..... Date:.....

4. WITHOUT RECOURSE: This assignment shall be without recourse against Seller except for such obligations as are set forth in the assignment above.

Seller: By:.....

Title:..... Date:.....

Sec. 6. NAC 97.140 is hereby amended to read as follows:

97.140 1. As used in this section, “recreational vehicle” has the meaning ascribed to it in NRS 118B.018.

2. The following form of contract for sale and security agreement must be used in any sale of a recreational vehicle if the sale is governed by the provisions of NRS 97.299 and precomputed or add-on interest is to be paid in connection with the sale:

Section A
Section B
Section C
Section D
Section E

SECTION A:

Buyer’s Name(s):

Name:

Address:

City: County:.....

State: Zip:.....

Phone: (.....)

CREDITOR:

Address:

City: County:.....

State: Zip:.....

Phone: (.....)

Stock No.:

Salesman: Date:.....

Bus. Phone: Res. Phone:

SECTION B:

DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH IN LENDING ACT.

ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate:.....percent

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 SALES PRICE

The total cost of your purchase on credit, including your down payment of
\$.....: \$

Your Payment Schedule will be:

Number of payments:.....

Amount of payments:.....

When payments are due:.....

Number of payments:.....

Amount of payments:.....

When payments are due:.....

Number of payments:.....

Amount of payments:.....

When payments are due:.....

INSURANCE:

Credit life insurance , [and] credit disability insurance *and debt cancellation coverage, which is also known as GAP coverage*, are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Credit life: Premium: \$ Term:.....

Signature(s):

I want credit life insurance:

Joint credit life: Premium: \$ Term:.....

Signature(s):

We want joint credit life insurance:

Credit disability: Premium: \$..... Term:.....

Signature(s):

I want credit disability insurance:.....

Credit life and disability: Premium: \$..... Term:.....

Signature(s):

I want credit life and disability insurance:.....

Joint credit life and disability: Premium: \$..... Term:

Signature(s):

We want joint credit life and single disability insurance:.....

Debt cancellation coverage (GAP coverage): Premium or Fee: \$ Term:

Signature(s):

I want debt cancellation coverage (GAP coverage):.....

You may obtain property insurance from anyone you want that is acceptable to the Creditor above. If you get the insurance from the Creditor you will pay \$..... and the term of the insurance will be

SECURITY: You are giving a security interest in the goods or property being purchased.

Other (Check if applicable)

If this section is checked, I am also giving you a mortgage or deed of trust in the real estate described in the contract.

Filing fee: \$ Nonfiling insurance: \$

LATE CHARGE: If a payment is more than 10 days late, you will be charged \$15 or 8 percent of the payment, whichever is less.

PREPAYMENT: If you pay off early, you may be entitled to a partial refund of the Finance Charge.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

SECTION C: ITEMIZATION OF AMOUNT FINANCED.

1. Vehicle Selling Price	\$.....	
[Plus: Documentary Fees	\$.....	
Plus: Emission Inspection Fee	\$.....]	
Plus: Other (.....)	\$.....	
Plus: Other (.....)	\$.....	
Taxable Selling Price		\$.....

2. Total Sales Tax \$.....

3. Luxury Tax..... \$.....

4. *Amounts Paid to Public Officials*

a. Titling Fee \$.....

b. Registration Fee \$.....

c. Other..... \$.....

5. Plus Other Charges

a. Extended Service [**Contract**] *Contract** \$.....

b. *Documentary Fees* \$.....

c. Emission Inspection Fees \$.....

d. Driveaway Permit \$.....

[**c.**] *e. Other* (.....) \$.....

[**d.**] *f. Other* (.....) \$.....

Total OTHER CHARGES [(**Add 4a through 4d**)] (*Add 5a through 5f*) \$.....

[**5.**] **6. TOTAL CASH SALES PRICE** [(**Add 1 through 4**)] (*Add 1 through 5*) \$.....

[**6.**] **7. Gross Trade-In Allowance** \$.....

Year	Make	Model
	Minus: Payoff Balance	\$.....
	Net Trade-In Allowance	\$.....

[7.] 8. Down Payment (Other Than Net Trade-In Allowance):

- a. Trade-In Sales Tax Credit \$.....
- b. Cash \$.....
- c. Manufacturer's Rebate \$.....
- d. Other (.....) \$.....

Down Payment [(Add 7a through 7d)] (Add 8a through 8d) \$.....

[8.] 9. TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE

[(Add 6 and 7)] (Add 7 and 8) \$.....

[9.] 10. UNPAID BALANCE OF CASH SALES PRICE

[(Subtract 8 from 5)] (Subtract 9 from 6) \$.....

[10. Plus Insurance Charges]

11. Plus Optional Insurance Charges*

- a. Credit Life Insurance Premium

Paid to (.....)

Term (.....) \$.....

b. Credit Disability Insurance Premium

Paid to (.....)

Term (.....) \$.....

c. Debt Cancellation Coverage (GAP Coverage)*

Paid to (.....)

Term (.....) \$.....

d. Other Insurance

Paid to (.....)

Term (.....) \$.....

[11.] 12. TOTAL AMOUNT FINANCED [(Add 9 and 10)] (Add 10 and 11) \$.....

[Note: Aggregate Fees Paid to Governmental Agencies \$.....]

**Seller may retain or receive a portion of this amount.*

SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT.

This contract is made, 19..., between you, the Buyer(s) shown above, and us, the Seller shown as Creditor above. Having been quoted a cash price and a credit price and having chosen to pay the credit price (shown as the Total Sales Price in Section B above), you agree to

buy and we agree to sell, subject to all the terms of this contract, the following described vehicle, accessories and equipment (all of which are referred to in this contract as “Collateral”):

New or Used: Year and Make:.....

Series:..... Body Style: No. Cyl.:

If truck, ton capacity:

Manufacturer’s Serial Number:

Use for which purchased: Personal Business Agriculture

INCLUDING:

Sun/Moon Roof Air Conditioning Automatic Transmission

Power Steering Power Door Locks Power Seats

Power Windows Tilt Wheel Vinyl Top

Cassette Cruise Control AM/FM Stereo

Compact Disc Player

..... Color Tires Lic. No.

Air Conditioner/Serial No.

Range/Serial No.

Refrigerator/Serial No.

Washer/Serial No.

Dryer/Serial No.

Awnings

Skirting

Furniture

Other (describe)

Description of real estate if taken as security (including street address):

.....

.....

.....
City

County

State

You, severally and jointly, promise to pay to us the Total of Payments (shown in Section B above) according to the Payment Schedule (also shown in Section B above), until paid in full, together with interest after maturity at the Annual Percentage Rate disclosed above.

To secure such payment, you grant to us a purchase money security interest under the Uniform Commercial Code in the Collateral and in all accessions to and proceeds of the Collateral.

Insurance in which we or our assignee are named as beneficiary or loss payee, including any proceeds of such insurance or refunds of unearned premiums, or both, are assigned as additional security for this obligation. We, our successors and assigns, hereby waive any other security interest or mortgage which would otherwise secure your obligations under this contract except for the security interests and assignments granted by you in this contract.

Address where Collateral will be located:

.....

Street

City

.....

County

State

Your address after receipt of possession of Collateral:

.....

Street

City

.....

County

State

STATE DISCLOSURE REQUIREMENTS: The provisions of Section B and Section C above are incorporated into this agreement for purposes of state disclosure requirements.

Additional Terms and Conditions: The additional terms and conditions set forth on the reverse side hereof are a part of this contract and are incorporated herein by reference.

OPTION:..... You pay no Finance Charge if the Total Amount Financed, item No. 12, Section C, is paid in full on or before....., 19....

SELLER'S INITIALS:.....

SECTION E:

NOTICE TO BUYER

Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you pay the amount due before the scheduled date of maturity of the indebtedness and you are not in default in the terms of the contract for more than 2 months, you are entitled to a refund of the unearned portion of the [time-price differential.] *finance charge*. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle above, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY [PROVISION] *PROVISIONS* IN THE CONTRACT OF SALE.

The text of the preceding two paragraphs is set forth below in Spanish:

Si usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo arriba, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHÍCULO ES PARTE DE ESTE CONTRATO. LA INFORMACION EN LA FORMA DE VENTANILLA DOMINA CUALESQUIER ESTIPULACIÓN CONTARIA EN EL CONTRATO DE VENTA.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN COPY OF THIS CONTRACT AND THE ABOVE DISCLOSURE AT THE TIME OF SIGNING.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN SECTION C ABOVE.

Buyer:..... Date:.....

Co-Buyer:..... Date:.....

Creditor: Date:

By:..... Title:.....

.....

(REVERSE SIDE OF CONTRACT)

(Recreational Vehicle-Add-on Interest)

(CONT'D) ADDITIONAL TERMS AND CONDITIONS

Prepayment Rebate: You may prepay this contract in full at any time before the final installment is due. If the rights of the Buyer have not been terminated or forfeited under the terms of the contract, the Buyer may prepay in full the unpaid time balance thereof at any time before its final due date and, if Buyer does so, and if the contract is not in default under any term or condition of the contract more than 2 months, Buyer is entitled to a refund of the unearned portion of the [time-price differential] *finance charge* for the prepayment. The amount of the refund must be computed by applying the agreed rate of the [time-price differential] *finance charge* to the unpaid time balance. Any greater amount of the [time-price differential] *finance charge* which may have been precomputed and included in the balance due must be refunded.

Default: If you default in the performance of any of the terms and conditions of this agreement, including, but not limited to, making of any payment later than 30 days of when due, or become insolvent, or file any proceeding under the U. S. Bankruptcy Code, or upon your demise, or if the vehicle is damaged or destroyed, we may at our option and without notice or demand (1) declare all unpaid sums immediately due and payable, (2) file suit against you for all unpaid sums, and

(3) take immediate possession of the vehicle. Upon taking possession of the vehicle and giving notice as provided by law, if you do not redeem the vehicle, we will sell it at public or private sale. We may purchase the vehicle at any sale. The proceeds of the sale will be applied first to the expenses of retaking, reconditioning, storing and selling the property, and the remainder will be applied to the unpaid sums owing under this contract. Attorney's fees and court costs are allowed too. If there is any money left over (surplus) it will be paid to you. If a balance still remains owing, you promise to pay that balance upon demand. If you default or breach this agreement you agree to pay finance charges at the Annual Percentage Rate shown on the reverse side until all sums owing us are paid in full. Our remedies are cumulative and taking of any action is not a waiver and does not prohibit us from pursuing any other remedy. You promise to pay reasonable collection costs and expenses, including attorney's fees, if you default under this agreement. If suit is filed, you agree that attorney's fees and costs will be awarded to the prevailing party. If the vehicle is repossessed we may store personal property found in the vehicle for your account and at your expense and if you do not claim the property within 90 days after the repossession, we may dispose of the personal property in any manner we deem appropriate without liability to you.

Delinquency and Collection Charges: You will pay a delinquency charge equal to the lesser of \$15 or 8 percent of any installment in default for more than 10 days. If you default as described in the preceding paragraph and we refer this contract for collection to an attorney who is not our salaried employee or a salaried employee of the holder of this contract, you will pay reasonable attorney's fees plus court costs, and reasonable collection costs to the extent not prohibited by law.

Demand for Full Payment and Additional Remedies on Default: If you default under this contract, at the time of the default or any time after default (if the default has not been cured previously) we may require immediate payment of the unpaid portion of the amount you owe us. If we do so, that unpaid portion will be reduced by the unearned Finance Charge computed as if you repaid in full. On any default, we will have all the remedies of a secured party under the Uniform Commercial Code. If the cash price on the reverse hereof is \$1,000 or less, you will not be personally liable for any deficiency incurred in a sale after repossession.

Ownership of the Collateral: You represent that there are no liens, claims or encumbrances on the Collateral except for the security interest you grant by this contract to us and you further represent that you have executed no financing statement covering the Collateral except for one relating to this contract. If disclosed on the face of this contract, you have given a mortgage or deed of trust in the real estate described on the face of this contract and its proceeds as security for this contract. You agree to waive and disclaim any security interest in the real estate described on the face of this contract which may be created in your favor by operation of law in connection with this transaction, including, but not limited to, materialmans' liens, mechanics' liens, artisans' liens and vendors' liens as a result of goods and services provided in connection with this transaction.

Location and Use of Collateral: You agree to notify us in writing of any change of your address or of any change in the location of the Collateral. Unless you first have received our written consent, you may not take the Collateral out of the State shown in Section D in the section

entitled “Address Where Collateral Will Be Located” and you may not sell, lease or otherwise dispose of the Collateral or any part of it by any means. You will comply with all laws, ordinances, regulations and orders relating to the Collateral. You will keep the Collateral in good condition and will not alter or substantially modify it or conceal it. You will not allow any other security interest on the Collateral besides the security interest granted to us under this contract.

Inspection of the Collateral: We may inspect the Collateral at any reasonable time.

Taxes: You are responsible for and will pay when due all taxes and assessments levied on the Collateral. If you fail to do so, we may pay any such tax or assessment on your behalf. An amount equal to that which we paid will be added to the Total of Payments then owing and you will be charged a finance charge on the amount we paid at the highest lawful contract rate.

Property Insurance: You will keep the Collateral insured against such risks and in such amount as we may from time to time require with an insurer that you choose and we approve. As indicated in Section B, if you choose, we will obtain property insurance for you at the premium shown. Whether the insurance is provided by you or by us, you will pay all premiums for this insurance when the premiums are due and payable. If you provide property insurance, you will deliver the policies to us as additional security and will provide us with receipts showing payment of premiums. If you do not obtain the insurance or pay the premiums, we may do so for you. If we do this, an amount equal to that which we have paid for the premiums will be added to the Total of Payments then owing and a finance charge at the highest lawful rate will be charged on that amount. If we do not obtain the insurance, none of our other rights and remedies will be

prejudiced. You agree that any proceeds from insurance are to be used to either repair or replace the vehicle. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged or destroyed. If you default (as described above), we may cancel the insurance and credit any insurance premium refunds to the unpaid balance of this contract.

LIABILITY INSURANCE IS NOT REQUIRED BY THIS CONTRACT. YOU HAVE THE RIGHT TO CHOOSE THE PERSON THROUGH WHOM LIABILITY INSURANCE IS TO BE OBTAINED.

Information to Insurance Company or Agent: You give your permission to furnish any information about the Collateral or any information about insurance policies on the Collateral to an insurance agent or company.

Credit Life [**and**] *Insurance, Credit* Disability Insurance [:] *and Debt Cancellation Coverage (GAP coverage)*: If you indicated in Section B that you want optional credit life [**or**] *insurance, credit* disability insurance [, **or both,**] *or debt cancellation coverage (GAP coverage), or any combination thereof*, you agree to pay for such insurance at the premium shown in Section B.

No Warranties: We make no representations, promises or warranties, express or implied, as to the merchantability of the Collateral or whether the Collateral is suitable or fit for the particular purpose intended unless we have done so in this contract or in a separate written agreement signed by us as original Seller of the Collateral, or unless the manufacturer has specifically provided the warranty in writing. *However, if we make an express warranty in this contract or in*

a separate written agreement signed by us or, within 90 days after the date of this contract, we enter into a service contract that applies to the Collateral with the Buyer, the exclusion of implied warranties set forth in this paragraph does not exclude any implied warranties that may exist with respect to the Collateral during the term of the contract or agreement in which the express warranty is made.

Notices: Any notice we have to give you pursuant to the Uniform Commercial Code will be reasonable if we send it to your address shown in Section D in the section entitled “Your Address After Receipt of Possession of Collateral” at least 5 days before the event with respect to which notice is required.

Time is of the Essence: You understand that all payments that are required must be made on the day due.

Exercising our Rights: We can, without notice, delay enforcing our rights or exercise only part of them, without losing them, *or* waive a right we have to one Buyer without waiving it as to the other(s).

Meaning of Words: In this contract the words “you” and “your” means each and all those who sign this contract as Buyers or Co-Buyers, and their heirs, executors, administrators, successors and assigns. The words “we,” “us” and “ours” means the Creditor shown on the reverse in Section A, and if this contract is assigned, its successors and assigns and any other holder of this contract.

Governing Law: This contract has been delivered in the State of Creditor's place of business and will be governed by the laws of the State and applicable federal law.

Invalidity: Wherever possible each provision of this contract shall be interpreted so that it is valid under applicable law, but if any provision is prohibited or invalid, the remaining provisions of this contract will continue to be valid.

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.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle on the reverse side, federal regulation may require a special buyer's guide to be displayed on the window.

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.

.....

Assignment: For value received, Seller sells, assigns and transfers to.....
(Assignee), its successors and assigns, the entire right, title and interest of Seller in the contract contained herein, including, but not limited to, all amounts payable to Buyer and security interest in the Collateral. To induce Assignee to purchase the contract, Seller represents and warrants to Assignee as follows: (a) the contract is genuine and the statements and amounts inserted herein are correct; (b) the contract and security interest arose entirely from the sale of the Collateral or services described in the contract, or both; (c) the down payment, if any be shown on the face hereof, has been received and no part thereof was advanced directly or indirectly by Seller to Buyer; (d) the goods and services have been furnished to the satisfaction of Buyer and all obligations of warranty to Buyer, either express or implied, have been and will continue to be fulfilled by Seller; (e) the Collateral or services, or both, have been sold, provided and delivered to and accepted by Buyer; (f) the security interest granted to Seller in the contract constitutes a valid first lien on the Collateral and has been filed or recorded according to law to preserve the priority of each lien; (g) the Collateral is free and clear of all liens and encumbrances, except the security interest granted by this contract; (h) the full amount of the stated Total of Payments remains unpaid; (i) Seller is the holder of the contract and the security interest in the Collateral free and clear of all liens and encumbrances and Seller has full power and authority to assign the same; (j) the transaction was consummated on the above date set forth in the contract and Buyer did not receive possession of the Collateral prior to the date of consummation; (k) Buyer was furnished a completed copy of the contract prior to consummation; (l) the Collateral is insured [in] *with* a company acceptable to Assignee against physical damage in addition to such other risks as Assignee requires under an insurance policy acceptable to Assignee; (m) Seller has not

knowingly communicated to Assignee incorrect information relating to the Buyer's application or credit statement or knowingly failed to communicate information relating to such application or credit statement; (n) the facts set forth in the contract are true; (o) Buyer has no defense or counterclaim to payment of the obligation evidenced by the contract; (p) Buyer is or, if more than one, each is not a minor and has legal capacity to execute this contract and is liable thereon; and (q) Seller has no reason to believe the Buyer has ever violated any laws concerning liquor or narcotics.

In the event any warranty shall be breached or any representation shall be false, Seller shall, upon demand and irrespective of whether the contract is then in default, repurchase the contract from Assignee at a price equal to either the unpaid balance of the Total of Payments (after deducting the unearned Finance Charge) or such other amount agreed to by Seller and Assignee in a separate agreement as in effect on the date of such demand by Assignee, plus any costs or expenses of collection, including attorney's fees, whether incurred by Assignee by suit or on appeal, or otherwise. Seller waives all defenses that otherwise might have been available but nothing herein contained shall preclude Assignee from enforcing against Seller any other remedies provided by law for misrepresentation or breach of warranty. In the event of any proceedings commenced by Assignee against Buyer with respect to the contract, services or the Collateral, if Buyer asserts as a defense, set off or counterclaim any act, omission or default by Seller, Seller shall forthwith on demand repurchase the contract for the amount set forth above. The provisions of this assignment shall be binding on the heirs, representatives, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. The

above assignment provisions apply and are in addition to any obligations of Seller as provided in the paragraph below endorsed by Seller.

1. RECOURSE: Seller absolutely and unconditionally guarantees the prompt payment of either the Total of Payments (after deducting the unearned Finance Charge, when due, whether at maturity or by acceleration) or such other amount agreed to by Seller and Assignee in a separate agreement, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this guaranty or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives any and all defenses arising out of the guarantor relationship.

Seller: By:.....

Title: Date:

2. REPURCHASE: In the event of default by the Buyer under any of the terms or conditions of the contract, Seller will repossess and repurchase the Collateral, or if the Collateral has already been repossessed, Seller will repurchase the Collateral at the place of repossession or recovery. The Collateral will be repurchased in any event AS IS, at a price equal to either the then unpaid balance of the Total of Payments (after deducting the unearned Finance Charge) or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the default,

together with all costs, expenses and reasonable attorney's fees incurred by Assignee in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives all other defenses that might otherwise have been available. At the time of repurchase, Seller shall pay to Assignee the purchase price in cash and Assignee may reassign to Seller without recourse and without warranties, express or implied, all title retention or lien instruments and all contracts or promissory notes which Assignee then holds upon such Collateral.

Seller: By:.....

Title: Date:

3. LIMITED ENDORSEMENT: In the event of default of Buyer before Buyer shall have paid the first installments under the foregoing contract, Assignee may reassign the contract to Seller and Seller agrees, upon tender of such reassignment and in consideration thereof to pay to Assignee either the then unpaid balance of the Total of Payments (after deducting the unearned Finance Charge) or such other amount agreed to by Seller and Assignee in a separate agreement as in effect as of the reassignment, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure

by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and Seller waives any other defenses that might otherwise have been available.

Seller: By:.....

Title: Date:

4. **WITHOUT RECOURSE:** This assignment shall be without recourse against Seller except for such obligations as are set forth in the assignment above.

Seller: By:.....

Title: Date: