

**LCB File No. R052-98**

**PROPOSED REGULATION OF THE  
DIVISION OF FINANCIAL INSTITUTIONS**

**Notice of Workshop to Solicit Comments on Proposed Regulation**

The Financial Institutions Division, 406 E. Second Street, Carson City, Nevada 89710, (702) 687-4259, is proposing the amendment of regulations pertaining to Chapter 97 of Nevada Administrative Code. A workshop has been set for 9:00 a.m. on April 28, 1998 at the Nevada State Library, Board Room, 100 Stewart Street, Carson City, Nevada 89710. The purpose of the workshop is to solicit comments from interested persons on the following general topics that may be addressed in the proposed regulations:

**Amendments to Contracts Governing the Sale and Lease of Motor Vehicles**

A copy of all materials relating to the proposal may be obtained at the workshop or by contacting the Financial Institutions Division, 406 E. Second Street, Carson City, Nevada 89710, (702) 687-4259. A reasonable fee for copying may be charged.

This Notice of Workshop to Solicit Comments on Proposed Regulation has been sent to all persons on the agency's mailing list for administrative regulations and posted at the following locations:

(See attached list)

Date: \_\_\_\_\_

## **NOTICE OF INTENT TO ACT UPON A REGULATION**

### **Notice of Hearing for the Amendment of Regulations of the Division of Financial Institutions**

The Division of Financial Institutions will hold a public hearing at 9:00 a.m., on April 28, 1998, at the Nevada State Library, Board Room, 100 Stewart Street, Carson City, Nevada 89710. The purpose of the hearing is to receive comments from all interested persons regarding the amendment of regulations pertaining to Chapter 97 of Nevada Administrative Code, Contracts for Sale of Vehicles.

The following information is provided pursuant to NRS 233B.060:

1. The amendments are needed to conform to changes in state and federal law, to conform to industry practice and to correct typographical errors in the existing forms.
2. A summary of the proposed amendments is as follows:
  - a. Provision added to provide option for purchase of debt cancellation insurance, and disclosures required to exclude the cost from the definition of "finance charge."
  - b. Provision added to provide for cost of titling and registration fees.
  - c. Changes in placement of certain items of cost to remove them from calculation of sales tax.
  - d. Provision added to disclose the dealer may retain, or receive, a portion of certain fees.
  - e. Provision added to added Spanish translation of notice regarding window form in sale of used vehicles.
  - f. Provision added regarding the affect of dealer offering a limited warranty.
  - g. Change terminology from "time-price differential" to "finance charge."
3. The proposed regulation will have a slight adverse economic affect on the Nevada automobile dealer's industry in the short-term in that dealers will be required to discontinue use of existing contract forms and purchase new forms. There will be a benefit, both immediate and long-term in that dealers will be ensured of complying with current state and federal requirements and with the public generally from increased clarity in the parties' contractual rights and obligations.
4. There should be no additional cost for the Division of Financial Institutions to enforce the regulation as amended.
5. The proposed regulation does not overlap or duplicate any regulations of other state or local governmental agencies. The regulations may overlap or duplicate federal regulations adopted by the Federal Trade Commission.
6. Portions of the proposed regulation are required by the following federal laws or regulations:

15 U.S.C § 2308, Implied Warranties  
15 U.S.C. § 2316, Exclusion of Modification of  
Warranties  
12 C.F.R. § 226.4, Truth in Lending, Reg. Z, Finance  
Charge  
16 C.F.R. § 455.3, Window Form, used vehicles  
16 C.F.R. § 455.5, Spanish language sales

7. The proposed regulation does not impose any requirements that are more stringent than federal law.

8. The proposed regulation does not increase or establish any fees.

Persons wishing to comment upon the proposed action of the Division of Financial Institutions may appear at the scheduled public hearing or may address their comments, data, views or arguments, in written form, to Commissioner, Division of Financial Institutions, 406 East Second Street, Carson City, Nevada 89710. Written submissions must be received by the Division of Financial Institutions on or before April 28, 1998. If no person who is directly affected by the proposed action appears to request time to make an oral presentation, the Division of Financial Institutions may proceed immediately to act upon any written submissions.

A copy of this notice and the proposed regulation to be Amended will be on file at the State Library, 100 Stewart Street, Carson City, Nevada, for inspection by members of the public during business hours. Additional copies of the notice and the regulation will be available at Financial Institutions Division, 406 E. Second Street, Carson City, Nevada 89710, (702) 687-4259, and Financial Institutions Division, 2501 E. Sahara Avenue, Suite 300, Las Vegas, Nevada, 89104, (702) 486-4120, and in all counties in which an office of the agency is not maintained, at the main public library, for inspection and copying by members of the public during business hours. This notice and the text of the proposed regulation are also available in the State of Nevada Register of Administrative Regulations which is prepared and published monthly by the Legislative Counsel Bureau pursuant to NRS 233B.0653 and on the Internet at <http://www.leg.state.nv.us>. Copies will also be mailed to members of the public upon request. A reasonable fee may be charged for copies if it is deemed necessary.

Upon adoption of any regulations, the agency, if requested to do so by an interested person, either before adoption or within 30 days thereafter, will issue a concise statement of the principal reasons for and against its adoption, and incorporate therein its reason for overruling the consideration urged against its adoption.

This notice of hearing as been posted at the following locations: (See attached list)

## Posting Locations:

Financial Institutions Division  
406 E. Second Street  
Carson City, Nevada 89710

Financial Institutions Division  
2501 E. Sahara Avenue  
Suite 300, Third Floor  
Las Vegas, Nevada 89104

Attn: Barbara Mathews, Director  
Churchill County Library  
5553 S. Maine Street  
Fallon, NV 89406

Attn: Darryl Batson, Director  
Las Vegas - Clark County Library  
833 Las Vegas, Boulevard N.  
Las Vegas, NV 89101

Attn: Sara Jones, Director  
Elko County Library  
720 Court Street  
Elko, NV 89801

Esmeralda County  
P.O. Box 430  
(Fourth & Crook Street)

Attn: Lauri Oki, Director  
Eureka Branch Library  
P.O. Box 293  
Eureka, NV 89316

Attn: Sherri Allen, Director  
Humboldt County Library  
85 East 5th Street  
Winnemucca, NV 89445

Lincoln County Library  
93 Main Street  
P.O. Box 330  
Pioche, NV 89043

Attn: Christian Freer-Parsons, Director  
Lyon County Library  
20 Nevin Way  
Yerington, NV 89447

Attn: Steve Schlatter, Director  
Mineral County Library  
P.O. Box 1390  
Hawthorne, NV 89415

(First & A Street)

Attn: Diane Hartsock, Director  
Tonopah Public Library  
P.O. Box 449  
Tonopah, NV 89049  
(171 Central Street)

Attn: Jeanne Munk, Director  
Pershing County Library  
P.O. Box 781  
Lovelock, NV 89419  
(1125 Central Avenue)

Storey County Library  
P.O. Box 14  
Virginia City, NV 89440  
(95 South R Street)

Attn: Nancy Cummings, Director  
Washoe County Library  
P.O. Box 2151  
Reno, NV 89505  
(301 South Center)

Attn: Lori Romero, Director  
White Pine County Library  
950 Campton Street  
Ely, NV 89301

Attn: Lynn Chambliss Director  
Battle Mountain Branch Library (Lander County)  
P.O. Box 141  
Battle Mountain, NV 89820

Attn: Sally Edwards, Director  
Carson City Library  
900 N. Roop Street  
Carson City, NV 89701

Attn: Carolyn Rawles-Heiser, Director  
Douglas County Library  
P.O. Box 337  
Minden, NV 89423

Goldfield Public Library  
P.O. Box 430  
Goldfield, NV 89013

**Proposed Regulation of the  
Division of Financial Institutions**

**LCB File No. R052-98**

**Contracts for Sale of Vehicles**

February 5, 2004

EXPLANATION--Matter in italics is new, matter in brackets [] is material to be omitted.

Purpose: To amend the regulations pertaining to contracts for sale of vehicles to conform to federal requirements and for other purposes.

Authority: NRS 97.299

Address of Agency: The agency promulgating this regulation is the Commissioner of Financial Institutions (Commissioner), whose address is 406 East Second Street, Carson City, Nevada 89710. The Commissioner is being advised and assisted by the Nevada Attorney General's Office in the drafting of these regulations. The contact person is Doug Walther, Senior Deputy Attorney General, Attorney General's Office, Capital Complex, Carson City, Nevada 89710, phone (702) 687-6421, FAX (702) 687-5798.

**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:

*Bus. Phone: Res. Phone:*

[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: \$ 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. *Amounts Paid to Public Officials*

*a. Titling Fee \$*

*b. Registration Fee \$*

*c. Other \$*

*Total Official Fees (Add 4a through 4c) \$*

5. Plus Other Charges

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

b. Driveaway Permit \$

c. Other (.....) \$

d. Other (.....) \$

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

[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 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

*Notice of Rescission Rights*

*If the buyer signs here, the notice of rescission rights on the reverse side is applicable to this contract.*

*Buyer's signature*

*Co-Buyer's signature*

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 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)

(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.]

*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 WITH THE BUYER THAT APPLIES TO THE COLLATERAL, 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 of Rescission Rights: The provisions of this paragraph only apply if you have signed the notice of rescission rights on the face of the contract. (1) You agree to furnish the seller any documentation necessary to verify information contained in your credit application. (2) You acknowledge that it may take a few days for the seller to verify your credit and assign the contract. In consideration of the seller agreeing to deliver the vehicle, you agree that if the seller*

*is unable to assign the contract to a financial institution with whom the seller regularly does business pursuant to terms of assignment acceptable to the seller, the seller may elect to rescind the contract. (3) If the seller elects to rescind the contract, the seller shall, within 15 days after the date of the contract, give you notice of the rescission. Such notice shall be deemed given upon deposit of a written notice in the United States mail directed to you at the address you stated in the contract or upon any other manner in which actual notice is given to you. Upon receipt of such notice, you shall immediately return the vehicle to the seller in the same condition as when sold, reasonable wear and tear excepted, and the contract shall be deemed rescinded. The seller agrees, upon rescission of the contract, to restore to you all consideration received in connection with the contract, including any trade-in vehicle or the agreed upon net value of such a vehicle. (4) If the vehicle is not immediately returned to the seller after giving notice of the seller's election to rescind the contract, you are liable to the seller for all expenses incurred by the seller in obtaining possession of the vehicle, including attorney's fees, and the seller has the right to repossess the vehicle as permitted by law. (5) While the vehicle is in your possession, all terms of the contract, including those related to the use of the vehicle and insurance for the vehicle, are in force and all risk of loss or damage to the vehicle must be assumed by you. You shall immediately pay all reasonable repair costs related to any damage to the vehicle while it is in your possession or under your control and until the vehicle is returned to the seller.*

**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:

*Bus. Phone: Res. Phone:*

[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: \$ 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 \$*

*Total Official Fees (Add 4a through 4c) \$*

5. Plus Other Charges

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

b. Driveaway Permit \$

c. Other (.....) \$

d. Other (.....) \$

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

[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

*Notice of Rescission Rights*

*If the buyer signs here, the notice of rescission rights on the reverse side is applicable to this contract.*

*Buyer's signature*

*Co-Buyer's signature*

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.]

*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 WITH THE BUYER THAT APPLIES TO THE COLLATERAL, 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 of Rescission Rights: The provisions of this paragraph only apply if you have signed the notice of rescission rights on the face of the contract. (1) You agree to furnish the seller any*

*documentation necessary to verify information contained in your credit application. (2) You acknowledge that it may take a few days for the seller to verify your credit and assign the contract. In consideration of the seller agreeing to deliver the vehicle, you agree that if the seller is unable to assign the contract to a financial institution with whom the seller regularly does business pursuant to terms of assignment acceptable to the seller, the seller may elect to rescind the contract. (3) If the seller elects to rescind the contract, the seller shall, within 15 days after the date of the contract, give you notice of the rescission. Such notice shall be deemed given upon deposit of a written notice in the United States mail directed to you at the address you stated in the contract or upon any other manner in which actual notice is given to you. Upon receipt of such notice, you shall immediately return the vehicle to the seller in the same condition as when sold, reasonable wear and tear excepted, and the contract shall be deemed rescinded. The seller agrees, upon rescission of the contract, to restore to you all consideration received in connection with the contract, including any trade-in vehicle or the agreed upon net value of such a vehicle. (4) If the vehicle is not immediately returned to the seller after giving notice of the seller's election to rescind the contract, you are liable to the seller for all expenses incurred by the seller in obtaining possession of the vehicle, including attorney's fees, and the seller has the right to repossess the vehicle as permitted by law. (5) While the vehicle is in your possession, all terms of the contract, including those related to the use of the vehicle and insurance for the vehicle, are in force and all risk of loss or damage to the vehicle must be assumed by you. You shall immediately pay all reasonable repair costs related to any damage to the vehicle while it is in your possession or under your control and until the vehicle is returned to the seller.*

**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:  
 Bus. Phone: Res. Phone:  
 [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 PAYMENT S	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE (MONTHLY BEGINNING)	FIXED VALUE PAYMEN T	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: \$ 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 \$*

*Total Official Fees (Add 4a through 4c) \$*

5. Plus Other Charges

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

b. Driveaway Permit \$

c. Other (.....) \$

d. Other (.....) \$

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

[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:

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

*Notice of Rescission Rights*

*If the buyer signs here, the notice of rescission rights on the reverse side is applicable to this contract.*

*Buyer's signature*

*Co-Buyer's signature*

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.]

*NO WARRANTIES: WE MAKE NO REPRESENTATIONS, PROMISSES 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 WITH THE BUYER THAT APPLIES TO THE COLLATERAL, 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 of Rescission Rights: The provisions of this paragraph only apply if you have signed the notice of rescission rights on the face of the contract. (1) You agree to furnish the seller any documentation necessary to verify information contained in your credit application. (2) You acknowledge that it may take a few days for the seller to verify your credit and assign the contract. In consideration of the seller agreeing to deliver the vehicle, you agree that if the seller is unable to assign the contract to a financial institution with whom the seller regularly does business pursuant to terms of assignment acceptable to the seller, the seller may elect to rescind the contract. (3) If the seller elects to rescind the contract, the seller shall, within 15 days after the date of the contract, give you notice of the rescission. Such notice shall be deemed given upon deposit of a written notice in the United States mail directed to you at the address you stated in the contract or upon any other manner in which actual notice is given to you. Upon receipt of such notice, you shall immediately return the vehicle to the seller in the same condition as when sold, reasonable wear and tear excepted, and the contract shall be deemed rescinded. The seller agrees, upon rescission of the contract, to restore to you all consideration received in connection with the contract, including any trade-in vehicle or the agreed upon net value of such a vehicle. (4) If the vehicle is not immediately returned to the seller after giving notice of the seller's election to rescind the contract, you are liable to the seller for all expenses incurred by the seller in obtaining possession of the vehicle, including attorney's fees, and the seller has the right to repossess the vehicle as permitted by law. (5) While the vehicle is in your possession, all terms of the contract, including those related to the use of the vehicle and insurance for the vehicle, are in force and all risk of loss or damage to the vehicle must be assumed by you. You shall immediately pay all reasonable repair costs related to any damage to the vehicle while it is in your possession or under your control and until the vehicle is returned to the seller.*

**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:

*Bus. Phone: Res. Phone*

[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: \$ 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 \$*

Total Official Fees (Add 4a through 4c) \$

5. Plus Other Charges

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

b. Driveaway Permit \$

c. Other (.....) \$

d. Other (.....) \$

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

[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

*Notice of Rescission Rights*

*If the buyer signs here, the notice of rescission rights on the reverse side is applicable to this contract.*

*Buyer's signature*

*Co-Buyer's signature*

**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 scheduled 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 scheduled 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.]

*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 WITH THE BUYER THAT APPLIES TO THE COLLATERAL, 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 of Rescission Rights: The provisions of this paragraph only apply if you have signed the notice of rescission rights on the fact of the contract. (1) You agree to furnish the seller any documentation necessary to verify information contained in your credit application. (2) You acknowledge that it may take a few days for the seller to verify your credit and assign the contract. In consideration of the seller agreeing to deliver the vehicle, you agree that if the seller is unable to assign the contract to a financial institution with whom the seller regularly does business pursuant to terms of assignment acceptable to the seller, the seller may elect to rescind the contract. (3) If the seller elects to rescind the contract, the seller shall, within 15 days after the date of the contract, give you notice of the rescission. Such notice shall be deemed given upon deposit of a written notice in the United States mail directed to you at the address you stated in the contract or upon any other manner in which actual notice is given to you. Upon receipt of such notice, you shall immediately return the vehicle to the seller in the same condition as when sold, reasonable wear and tear excepted, and the contract shall be deemed rescinded. The seller agrees, upon rescission of the contract, to restore to you all consideration received in connection with the contract, including any trade-in vehicle or the agreed upon net value of such a vehicle. (4) If the vehicle is not immediately returned to the seller after giving notice of the seller's election to rescind the contract, you are liable to the seller for all expenses incurred by the seller in obtaining possession of the vehicle, including attorney's fees, and the seller has the right to repossess the vehicle as permitted by law. (5) While the vehicle is in your possession, all terms of the contract, including those related to the use of the vehicle and insurance for the vehicle, are in force and all risk of loss or damage to the vehicle must be assumed by you. You shall immediately pay all reasonable repair costs related to any damage to the vehicle while it is in your possession or under your control and until the vehicle is returned to the seller.*

**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:

*Bus. Phone: Res. Phone:*

[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: \$ 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* \$

*Total Official Fees (Add 4a through 4c)* \$

5. Plus Other Charges

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

b. Driveaway Permit \$

c. Other (.....) \$

d. Other (.....) \$

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

[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:

Sun/Moon Roof  Air Conditioning  Automatic Transmission

Power Steering  Power Door Locks  Power Seats

Power Windows  Tilt Wheel  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 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

*Notice of Rescission Rights*

*If the buyer signs here, the notice of rescission rights on the reverse side is applicable to this contract.*

*Buyer's signature*

*Co-Buyer's signature*

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.]

*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 WITH THE BUYER THAT APPLIES TO THE COLLATERAL, 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 of Rescission Rights: The provisions of this paragraph only apply if you have signed the notice of rescission rights on the face of the contract. (1) You agree to furnish the seller any documentation necessary to verify information contained in your credit application. (2) You acknowledge that it may take a few days for the seller to verify your credit and assign the contract. In consideration of the seller agreeing to deliver the vehicle, you agree that if the seller is unable to assign the contract to a financial institution with whom the seller regularly does business pursuant to terms of assignment acceptable to the seller, the seller may elect to rescind the contract. (3) If the seller elects to rescind the contract, the seller shall, within 15 days after the date of the contract, give you notice of the rescission. Such notice shall be deemed given upon deposit of a written notice in the United States mail directed to you at the address you stated in the contract or upon any other manner in which actual notice is given to you. Upon receipt of such notice, you shall immediately return the vehicle to the seller in the same condition as when sold, reasonable wear and tear excepted, and the contract shall be deemed rescinded. The seller agrees, upon rescission of the contract, to restore to you all consideration received in connection with the contract, including any trade-in vehicle or the agreed upon net value of such a vehicle. (4) If the vehicle is not immediately returned to the seller after giving notice of the seller's election to rescind the contract, you are liable to the seller for all expenses incurred by the seller in obtaining possession of the vehicle, including attorney's fees, and the seller has the right to repossess the vehicle as permitted by law. (5) While the vehicle is in your possession, all terms of the contract, including those related to the use of the vehicle and insurance for the vehicle, are in force and all risk of loss or damage to the vehicle must be assumed by you. You shall immediately pay all reasonable repair costs related to any damage to the vehicle while it is in your possession or under your control and until the vehicle is returned to the seller.*

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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:

*Bus. Phone: Res. Phone:*

[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: \$ 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* \$
  - Total Official Fees (Add 4a through 4c)* \$
- 5. Plus Other Charges
  - a. Extended Service [**Contract**] *Contract\** \$
  - b. Driveaway Permit \$
  - c. Other (.....) \$
  - d. Other (.....) \$
- Total OTHER CHARGES [(Add 4a through 4d)] (*Add 5a through 5d*) \$
- [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

*Notice of Rescission Rights*

*If the buyer signs here, the notice of rescission rights on the reverse side is applicable to this contract.*

*Buyer's signature*

*Co-Buyer's signature*

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.]

*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 WITH THE BUYER THAT APPLIES TO THE COLLATERAL, 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 of Rescission Rights: The provisions of this paragraph only apply if you have signed the notice of rescission rights on the face of the contract. (1) You agree to furnish the seller any documentation necessary to verify information contained in your credit application. (2) You acknowledge that it may take a few days for the seller to verify your credit and assign the contract. In consideration of the seller agreeing to deliver the vehicle, you agree that if the seller*

*is unable to assign the contract to a financial institution with whom the seller regularly does business pursuant to terms of assignment acceptable to the seller, the seller may elect to rescind the contract. (3) If the seller elects to rescind the contract, the seller shall, within 15 days after the date of the contract, give you notice of the rescission. Such notice shall be deemed given upon deposit of a written notice in the United States mail directed to you at the address you stated in the contract or upon any other manner in which actual notice is given to you. Upon receipt of such notice, you shall immediately return the vehicle to the seller in the same condition as when sold, reasonable wear and tear excepted, and the contract shall be deemed rescinded. The seller agrees, upon rescission of the contract, to restore to you all consideration received in connection with the contract, including any trade-in vehicle or the agreed upon net value of such a vehicle. (4) If the vehicle is not immediately returned to the seller after giving notice of the seller's election to rescind the contract, you are liable to the seller for all expenses incurred by the seller in obtaining possession of the vehicle, including attorney's fees, and the seller has the right to repossess the vehicle as permitted by law. (5) While the vehicle is in your possession, all terms of the contract, including those related to the use of the vehicle and insurance for the vehicle, are in force and all risk of loss or damage to the vehicle must be assumed by you. You shall immediately pay all reasonable repair costs related to any damage to the vehicle while it is in your possession or under your control and until the vehicle is returned to the seller.*

**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. 7.** This regulation becomes effective on July 1, 1998.