

## DISCLAIMER

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**SIMPLE INTEREST VEHICLE CONTRACT AND SECURITY AGREEMENT**

**SECTION A:**

Buyer's Name(s):

Name:

Address:

City:

County:

State:

Zip:

Bus. Phone: ( )

Res. Phone: ( )

Stock No.

Salesman

Date

CREDITOR:

Address:

City:

County:

State:

Zip:

Phone: ( )

**SECTION B:**

**DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH-IN-LENDING ACT**

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due

**INSURANCE:** Credit life insurance, 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. (e) means an estimate

Type	Premium	Term	Signature(s)
Credit life:	\$		I want credit life insurance: X SIGNATURE(S)
Joint credit life:	\$		We want joint credit life insurance: X SIGNATURE(S)
Credit disability:	\$		I want credit disability insurance: X SIGNATURE(S)
Credit life and disability:	\$		I want credit life and disability insurance: X SIGNATURE(S)
Joint credit life and disability:	\$		We want joint credit life and single disability insurance: X SIGNATURE(S)
Debt cancellation coverage (GAP coverage)	\$		I want debt cancellation coverage (GAP Coverage) X SIGNATURE(S)

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 D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT**

This contract is made the \_\_\_\_\_ (day) of \_\_\_\_\_ (month) of \_\_\_\_\_ (year), 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

**SECTION C: ITEMIZATION OF AMOUNT FINANCED**

- Vehicle Selling Price ..... \$ \_\_\_\_\_  
 Plus: Documentary Fees ..... \$ \_\_\_\_\_  
 Plus: Emission Inspection Fee ... \$ \_\_\_\_\_  
 Plus: Other ( ) \$ \_\_\_\_\_  
 Plus: Other ( ) \$ \_\_\_\_\_  
 Taxable Selling Price ..... \$ \_\_\_\_\_
- Total Sales Tax ..... \$ \_\_\_\_\_
- Amounts Paid to Public Officials  
 a. Titling Fee ..... \$ \_\_\_\_\_  
 b. Registration Fee ..... \$ \_\_\_\_\_  
 c. Other ( ) \$ \_\_\_\_\_  
 TOTAL OFFICIAL FEES (Add 3a through 3c) ..... \$ \_\_\_\_\_
- Plus Other Charges  
 a. Extended Service Contract\* .... \$ \_\_\_\_\_  
 b. Driveaway Permit ..... \$ \_\_\_\_\_  
 c. Other ( ) \$ \_\_\_\_\_  
 d. Other ( ) \$ \_\_\_\_\_  
 Total OTHER CHARGES (Add 4a through 4d) ..... \$ \_\_\_\_\_

Use for which purchased: ☐ Personal ☐ Business ☐ Agriculture

INCLUDING:

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

Color \_\_\_\_\_ Tires \_\_\_\_\_ Lic. No. \_\_\_\_\_

You, severally and jointly, promise to pay 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 buyer signs here, the notice of rescission rights on the reverse side is applicable to this contract.

Buyer's Signature **X** \_\_\_\_\_

Co-Buyer's Signature **X** \_\_\_\_\_

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 the \_\_\_\_\_ (day) of \_\_\_\_\_ (month) of \_\_\_\_\_ (year).

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 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 INFORMACIÓN 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.**

b. Driveway Permit \_\_\_\_\_ \$ \_\_\_\_\_

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

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

Total OTHER CHARGES (Add 4a through 4d) \_\_\_\_\_ \$ \_\_\_\_\_

5. Total Cash Sales Price (Add 1 through 4) \_\_\_\_\_ \$ \_\_\_\_\_

6. Gross Trade-In Allowance \_\_\_\_\_ \$ \_\_\_\_\_

YEAR \_\_\_\_\_ MAKE \_\_\_\_\_ MODEL \_\_\_\_\_

Minus: Payoff Balance \_\_\_\_\_ \$ \_\_\_\_\_

Net Trade-In Allowance \_\_\_\_\_ \$ \_\_\_\_\_

7. 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) \_\_\_\_\_ \$ \_\_\_\_\_

8. TOTAL DOWN PAYMENT AND

NET TRADE-IN ALLOWANCE (Add 6 and 7) \_\_\_\_\_ \$ \_\_\_\_\_

9. UNPAID BALANCE OF CASH SALES PRICE

(Subtract 8 from 5) \_\_\_\_\_ \$ \_\_\_\_\_

10. 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. Other Amounts Financed

a. \_\_\_\_\_

Paid to ( \_\_\_\_\_ ) \_\_\_\_\_ \$ \_\_\_\_\_

b. \_\_\_\_\_

Paid to ( \_\_\_\_\_ ) \_\_\_\_\_ \$ \_\_\_\_\_

12. TOTAL AMOUNT FINANCED (Add 9, 10 and 11) \_\_\_\_\_ \$ \_\_\_\_\_

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

Buyer: **X** \_\_\_\_\_ Date: \_\_\_\_\_ Co-Buyer: **X** \_\_\_\_\_ Date: \_\_\_\_\_

Creditor: \_\_\_\_\_ Date: \_\_\_\_\_ By: **X** \_\_\_\_\_ Title: \_\_\_\_\_

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