LCB File No. R124-03

PROPOSED REGULATION OF THE DIVISION OF FINANCIAL INSTITUTIONS OF THE DEPARTMENT OF BUSINESS AND INDUSTRY

(This proposed regulation was previously adopted as LCB File No. T034-02)

EXPLANATION - Matter in *italics* is new; matter in brackets formitted material is material to be omitted.

Authority: NRS 97.299.

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

Except as specifically provided in NRS 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	
SECTIO		
Buyer's	Name(s):	
A 11	Name:	
•		County:
		Zip:Res. Phone:
	one:	
	ГОR:	
ـــاتy:		County:

State:	•
Phone: ().	
Stock No.:	
Salesman:	Date:
SECTION B:	
DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TR	RUTH 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 payme	nts as scheduled: \$
TOTAL SALES PRICE The total cost of your purchase on credit, including your dow \$	n 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:	
(e) means an estimate	
INSURANCE:	
Credit life insurance, credit disability insurance and debt cance	llation coverage, which is also
known as GAP coverage, are not required to obtain credit, and sign and agree to pay the additional cost.	will not be provided unless you
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 above. If you get the insurance from the Creditor you will pay \$ of the insurance will be	
SECURITY: You are giving a security interest in the goods or property being pu	ırchased.
☐ Other (Check if applicable)	
Filing fee: \$ Nonfiling insurance: \$	
LATE CHARGE: If a payment is more than 10 days late, you will be charged of the payment, whichever is less.	\$15 or 8 percent

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		
Taxable Selling Trice	φ	•
2. Total Sales Tax		\$
[3. Luxury Tax		\$]
2[4] Amounts Baid to Bublia Officia	1 0	
3[4] . Amounts Paid to Public Officia		¢.
a. Titling Fee		\$
b. Registration Fee		
c. Other		
Total Official Fees (Add 3[4]a tl	ırough <mark>3[4]</mark> c)	\$
4[5] Plus Other Charges		
4[5]. Plus Other Charges	¢.	
a. Extended Service Contract*	\$	
b. Driveaway Permit	\$	
c. Other ()	\$	
d. Other ()	\$	
Total OTHER CHARGES (Add 4[5]	a through 4 <mark>[5]</mark> d)	\$
5[6]. TOTAL CASH SALES PRICE	(Add 1 through 4[5]) \$	\$
6[7]. Gross Trade-In Allowance	J	
Year Make	Model	
Minus: Payoff Balance	\$	
Net Trade-In Allowance	φ	•
Net Trade-III Allowance	•••••	. Ф
7[8]. Down Payment (Other Than N	et Trade-In Allowance):	
a. Trade-In Sales Tax Credit	\$	
b. Cash	\$	
c. Manufacturer's Rebate	\$	
d. Other ()	\$	Φ.
Down Payment (Add 7[8]a throu	ıgh 7 [8] d)	\$
8[9]. TOTAL DOWN PAYMENT A	AND NET TRADE IN ALL	OWANCE
(Add 6 [7] and 7[8])	•••••	\$
ALION TRIBATE BATTANCE OF CA		
9[10]. UNPAID BALANCE OF CA	SH SALES PRICE	

(Subtract 8[9] from 5[6])	\$	•••••
10[11]. Plus Optional Insurance	Charges*		
a. Credit Life Insurance Pre	•		
Paid to (.)		
· ·	ý	\$	
b. Credit Disability Insuran			
Paid to (
)	\$	
c. Debt Cancellation Cover		Ψ	
Paid to (<u> </u>		
	·, 	\$	
d. Other Insurance		Ψ	••••
Paid to ()		
	.,)	¢	
Term ()	Φ	••••
11[12]. Other Amounts Finance	1		
a. ()	ı		
a. (Paid to (,		
	,		
b. ()	`		
Paid to ()		
12[13].TOTAL AMOUNT FINA	NCED (Add <mark>9[10]</mark> , <i>10</i> [11]	and 11[12])	\$
*Seller may retain or receive a po	ortion of this amount.		
SECTION D: VEHICLE RE AGREEMENT		CONTRACT	AND SECURITY
This continue is used at the	(1) -6 (1.) - f (1 4
This contract is made the	he Seller shown as Creditors chosen to pay the credit to buy and we agree to	or above. Having price (shown as sell, subject to	g been quoted a cash the Total Sales Price all the terms of this
New or Used:	. Year and Make:		
Series:	Body Style:	N	o. Cyl.:
If truck, ton capacity:			
Manufacturer's Serial Number:			
Use for which purchased:	☐ Personal	☐ Business	☐ Agriculture

INCLUDING:		
□ Sun/Moon Roof □ Power Steering □ Power Windows □ Cassette □ Compact Disc Player	☐ Air Conditioning ☐ Power Door Locks ☐ Tilt Wheel ☐ Cruise Control	 ☐ Automatic Transmission ☐ Power Seats ☐ Vinyl Top ☐ AM/FM Stereo
	olor Lic. No.	
above) according to the Pa		Total of Payments (shown in Section B in Section B above), until paid in full, ntage Rate disclosed above.
Commercial Code in the Insurance in which we or proceeds of such insurance security for this obligation successors and assigns, h	Collateral and in all access our assignee are named as less or refunds of unearned premand any other obligation createreby waive any other seculigations under this contract in this contract.	oney security interest under the Uniform ions to and proceeds of the Collateral. beneficiary or loss payee, including any niums, or both, are assigned as additional ated in connection with this sale. We, our arity interest or mortgage which would at except for the security interests and
Street		City
County		State
Your address after receipt of	of possession of Collateral:	
Street		City
County		State
Notice of Rescission Right	s	
If the Buyer signs here, the contract.	ne notice of rescission rights	on the reverse side is applicable to this

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. 13,
	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.

Buyer:	Date:
Co-Buyer:	Date:
Creditor:	
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 <u>NOT</u> 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 Insurance, Credit Disability Insurance and Debt Cancellation Coverage (GAP Coverage): If you indicated in Section B that you want optional credit life insurance, credit disability insurance 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] SELLER MAKES 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] SELLER [HAVE] HAS 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] SELLER MAKES AN EXPRESS WARRANTY IN THIS CONTRACT OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY [US] SELLER OR, WITHIN 90 DAYS AFTER THE DATE OF THIS CONTRACT, [WE] ENTERS 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 for 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; (i) 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; (1) the Collateral is insured 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, setoff 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.

By:.....

Date:....

Seller:

Title:	ate:
2. REPURCHASE: In the event of default by the Buyer under any of the terms or composed the contract, Seller will repossess and repurchase the Collateral, or if the Collateral been repossessed, Seller will repurchase the Collateral at the place of repossession of the Collateral will be repurchased in any event AS IS, at a price equal to the then ungoing the contract and any accrued interest, or such other amount agreed to by Seller are in a separate agreement as in effect as of the default, together with all costs, expreasonable attorney's fees incurred by Assignee in the collection of said amount. See all defenses arising by reason of any failure to give notice of acceptance of this agreefault of Buyer, or arising by reason of extension of time given to Buyer, or by refailure by Assignee to pursue Buyer or the Collateral or other property of Buyer or other security or remedies which may be available, and waives all other defenses otherwise have been available. At the time of repurchase, Seller shall pay to Appurchase price in cash and Assignee may reassign to Seller without recourse as	onditions of has already or recovery. Daid balance and Assignee appears and eller waives greement or ason of any to resort to a that might assignee the
warranties, express or implied, all title retention or lien instruments and all opromissory notes which Assignee then holds upon such Collateral.	
Seller: By	y:

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

Title:

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.

By:.....

Seller:....

Title:		Date:
	HOUT RECOURSE: This assignment shall be without recourse against Soligations as are set forth in the assignment above.	eller except for
Seller:		By:
Title:		Date:
Sec 2. 1	NAC 97.120 is hereby amended to read as follows:	
section, of a veh	as specifically provided in NAC 97.140 for the sale of any vehicle de the following form of contract for sale and security agreement must be unicle if the sale is governed by the provisions of NRS 97.299 and precomp is to be paid in connection with the sale:	sed in any sale
	Section A	
	Section B	
	Section C	
	Section D	
	Section E	
SECTIO		
Buyer's	Name(s):	•••••

Name:		
Address:		
City:		County:
State:		Zip:
Bus. Phone:		
CREDITOR:		
Address:		
City:		County:
State:		Zip:
Phone: ()		
Stock No.:		
Salesman:		Date:
SECTION B:		
DISCLOSURE MADE IN COMPLI	ANCE WITH FEDERAL	TRUTH IN LENDING ACT.
ANNUAL PERCENTAGE RATE		
The cost of your credit as a yearly	rate:	percent
y		F
FINANCE CHARGE		
The dollar amount the credit will	cost you: \$	
AMOUNT FINANCED		
The amount of credit provided to	vou or on vour behalf: \$	
r	y - a - c - y - a - c - c - c - c - c - c - c - c - c	
TOTAL OF PAYMENTS		
The amount you will have paid af	ter you have made all pay	ments as scheduled: \$
, i	, , ,	
TOTAL SALES PRICE		
The total cost of your purchase o	n credit, including your d	lown payment of \$
\$		
Vous Doymont Cahadula will ha		
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:	•••••	

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.

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 above. If you get the insurance from the Creditor you will pay \$ of the insurance will be	
SECURITY: You are giving a security interest in the goods or property being p	urchased.
☐ Other (Check if applicable)	
Filing fee: \$	

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.

<u>SECTION C:</u> ITEMIZATION OF AMOUNT FINANCED.

1. Vehicle Selling	Price	\$	
Plus: Docume	entary Fees	\$	
Plus: Emissio	n Inspection Fee	\$	
Plus: Other (.)	\$	
Plus: Other (.)	\$	
Taxable Selling	g Price	\$	
2. Total Sales Tax.			\$
[3. Luxury Tax			\$]
3[4]. Amounts Paid	d to Public Officials		
a. Titling Fee			\$
	n Fee		\$
c. Other	•••••		\$
Total Official I	Fees (Add 3[4]a throu	gh 3[4] c)	\$
4[5]. Plus Other Ch	narges		
	ervice Contract*	\$	
b. Driveaway	Permit	\$	
c. Other (\$	
d. Other ()	\$	
Total OTHER CHA	ARGES (Add 4 <mark>[5]</mark> a thi	ough 4 <mark>[5]</mark> d)	\$
<mark>5[6]</mark> .TOTAL CASH	I SALES PRICE (Add	d 1 through 4[5])	\$
6[7]. Gross Trade-l	In Allowance	\$	
Year	Make	Model	
Minus: Payo	off Balance	\$	
		Ψ	\$

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

a. Trade-In Sales Tax Creditb. Cash	\$ \$			
a Manufaatuman'a Dahata	Φ			
	\$			
d. Other ()	\$			
Down Payment (Add 7[8]a through 7[8]	3] d)	\$	• • • • • • • • • • • • • • • • • • • •	
8[9]. TOTAL DOWN PAYMENT AND N				
(Add 6 [7] and 7 [8])		\$		•
9[10]. UNPAID BALANCE OF CASH SA	LES PRICE			
(Subtract 8 [9] from 5 [6])		\$		
10[11]. Plus Optional Insurance Charges*				
a. Credit Life Insurance Premium				
Paid to ()				
Term ()		\$		
b. Credit Disability Insurance Premiu	m			
Paid to ()				
Term ()		\$		
c. Debt Cancellation Coverage (GAP				
Paid to ()	O ,			
Term (. \$		
d. Other Insurance				
Paid to ()				
Term ()		\$		
11[12]. Other Amounts Financed				
a. ()				
Paid to ()				
b. ()				
Paid to ()				
12[13].TOTAL AMOUNT FINANCED (A	dd 9[10], 10[11] an	ıd <i>11[12])</i>	\$	•••••
*Seller may retain or receive a portion of th	is amount.			
<u>SECTION D:</u> VEHICLE RETAIL IN AGREEMENT.	ISTALLMENT C	CONTRACT	AND	SECURIT

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 Numb	oer:		
Use for which purchased:	☐ Personal	☐ Busines	s
INCLUDING:			
 □ Sun/Moon Roof □ Power Steering □ Power Windows □ Cassette □ Compact Disc Player 	☐ Air Conditioning ☐ Power Door Locks ☐ Tilt Wheel ☐ Cruise Control	☐ Automatic ☐ Power Sea ☐ Vinyl Top ☐ AM/FM Se	
Cole	or Lic. No.		
above) according to the Paytogether with interest after in To secure such payment, you Commercial Code in the Code in the Commercial Code in the	promise to pay to us the Tyment Schedule (also shown naturity at the Annual Percentu grant to us a purchase model and in all accessiour assignee are named as bor refunds of unearned premulation. We, our successors and as would otherwise secure your assignments granted by you all be located:	in Section B ab tage Rate disclose oney security interiors to and proceed beneficiary or lost iums, or both, are ssigns, hereby war obligations und	pove), until paid in full, sed above. erest under the Uniform seeds of the Collateral. se payee, including any e assigned as additional aive any other security
Street			City
County		••••••	State
Your address after receipt of	f possession of Collateral:		
Street			City

•
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:
SELLER'S INITIALS:

State

SECTION E:

County

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 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.

Buyer:	Date:
Co-Buyer:	
Creditor:	
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 finance charge for the prepayment. The amount of the refund must be computed by applying the agreed rate of the finance charge to the unpaid time balance. Any greater amount of the 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 <u>NOT</u> 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 Insurance, Credit Disability Insurance and Debt Cancellation Coverage (GAP Coverage): If you indicated in Section B that you want optional credit life insurance, credit disability insurance 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] SELLER MAKES 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] SELLER [HAVE] HAS 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] SELLER MAKES AN EXPRESS WARRANTY IN THIS CONTRACT OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY [US] SELLER OR, WITHIN 90 DAYS AFTER THE DATE OF THIS CONTRACT, [WE] ENTERS 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 for 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; (1) the Collateral is insured 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, setoff 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:	Ву:
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

waives all other defenses that might otherwise have been available. At the time Seller shall pay to Assignee the purchase price in cash and Assignee may rea without recourse and without warranties, express or implied, all title retention or land all contracts or promissory notes which Assignee then holds upon such Collate	of repurchase, ssign to Seller ien instruments
Seller:	By:
Title:	Date:
3. LIMITED ENDORSEMENT: In the event of default of Buyer before Buyer of the first	y reassign the a consideration ayments (after r and Assignee s, expenses and es all defenses t or default of a of any failure resort to other
Seller:	By:
Title:	Date:
4. WITHOUT RECOURSE: This assignment shall be without recourse against Se such obligations as are set forth in the assignment above.	eller except for
Seller:	By:
Title:	Date:
Sec 3. NAC 97.125 is hereby amended to read as follows:	
The following form of contract for sale and security agreement must be used in vehicle if the transaction is governed by the provisions of NRS 97.299 and if, und the contract, the buyer: 1. Agrees to pay an originally scheduled final payment that is substantially lar the prior scheduled payments; and 2. Has the option to refinance the final payment:	ler the terms of

Section A

	i
Section B	
Section C	
Section D	
Section E	
SECTION A: Buyer's Name(s):	
Name:	
Address:	
City:	County:
State:	_
Bus. Phone:	1
CREDITOR:	
Address:	
City:	County:
State:	
Phone: ()	
Stock No.:	
Salesman:	Date:
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 pay	yments as scheduled: \$
TOTAL SALES PRICE	

	of your purcha	se on credit, inclu	iding your dov	wn payment of	\$:
Your Payment	Schedule will	be:			
NO OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE (MONTHLY BEGINNING)	FIXED VALUE PAYMENT	AMOUNT OF FIXED VALUE PAYMENT	WHEN FIXED VALUE PAYMENT IS DUE
NO OF PATMENTS	s	(MONTHLY BEGINNING)	PIAED VALUE PATMENT	\$	PATMENT IS DUE
•		miles justiles in "Return of Vehic		0 1	• •
	overage, are no	ability insurance a ot required to obta nal cost.		•	
Credit life: Premi	ium: \$			•••••	Term:
Signature(s): I want credit life	insurance:				
Joint credit life: F	Premium: \$				Term:
Signature(s): We want joint cre	edit life insuran	ce:			
Credit disability:	Premium: \$				Term:
Signature(s): I want credit disa	bility insurance	:			
Credit life and dis	sability: Premiu	ım: \$			Term:
Signature(s): I want credit life	and disability in	nsurance:			
Joint credit life an	nd disability: Pr	remium: \$			Term:
Signature(s): We want joint cre	edit life and sing	gle disability insur	ance:		
Debt cancellation	coverage (GA	P coverage): Prem	ium: \$		Term:
Signature(s): I want debt cance	ellation coverag	e (GAP coverage)	·		

You may obtain property insurance from above. If you get the insurance from the O of the insurance will be	Creditor you w	
SECURITY: You are giving a security into	erest in the goo	ods or property being purchased.
☐ Other (Check if applicable)		
Filing fee: \$	No	onfiling insurance: \$
LATE CHARGE: If a payment is more of the payment, which		late, you will be charged \$15 or 8 percent
PREPAYMENT: If you pay off early, you	ı may be entitle	ed to a refund of the Finance Charge.
See your contract documents for any adrequired repayment in full before the sched		* *
SECTION C: ITEMIZATION OF AMOU	INT FINANCE	ED.
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	••	\$ <u>]</u>
3[4]. Amounts Paid to Public Officials a. Titling Fee b. Registration Fee c. Other Total Official Fees (Add 3[4]a through		\$ \$
4[5]. Plus Other Charges a. Extended Service Contract* b. Driveaway Permit c. Other () d. Other ()	\$ \$ \$ \$	
Total OTHER CHARGES (Add 4[5]a thro	ough 4 <mark>[5]</mark> d)	\$
5[6].TOTAL CASH SALES PRICE (Add	1 through 4 [5]])\$

u [/] . Uluss	Trade-In Allowance	\$	
Year	Make	Model	
	us: Payoff Balance nde-In Allowance		
Net 116	ide-iii Anowance	•••••	. Ф
7[8]. Down	Payment (Other Than Net T	Trade-In Allowance):	
	de-În Sales Tax Credit	\$	
b. Cas	sh	\$	
	nufacturer's Rebate	\$	
	· ·	\$	
Down l	Payment (Add 7 <mark>[8]</mark> a through	7 [8] d)	\$
<mark>8[9]</mark> . TOT <i>A</i>	AL DOWN PAYMENT ANI	O NET TRADE-IN ALL	OWANCE
(A	dd <mark>6[7]</mark> and <mark>7[8]</mark>)		\$
<mark>9[10]</mark> . UNF	PAID BALANCE OF CASH	SALES PRICE	
	ıbtract 8 [9] from 5 [6])		\$
<i>10</i> [11] . Plu	s Optional Insurance Charge	s*	
	dit Life Insurance Premium		
Pai	d to ()		
Te	rm ()		\$
	dit Disability Insurance Pren		
	d to ()		
	rm ()		\$
	ot Cancellation Coverage (G.		
Pai	d to ()	<u>-</u>	
Te	rm (\$
d. Oth	er Insurance		
	d to ()		
Te	rm ()		\$
11[12] Oth	ner Amounts Financed		
11121 . Ou)		
a. (
a. (Par	id to ()		
a. (Pa: b. (

SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT.

Buyer(s) shown above, and price and a credit price and in Section B above), you	(day) of(n d us, the Seller shown as Cr l having chosen to pay the cr agree to buy and we agree cribed vehicle, accessories an cal"):	editor above. Having be edit price (shown as the to sell, subject to all	een quoted a cash Total Sales Price the terms of this
New or Used:	Year and Make:		
Series:	Body Style:	No. 0	Cyl.:
Odometer Reading:			
If truck, ton capacity:			
Manufacturer's Serial Num	ıber:		
Use for which purchased:	□ Personal	☐ Business	☐ Agriculture
INCLUDING:			
 □ Sun/Moon Roof □ Power Steering □ Power Windows □ Cassette □ Compact Disc Player 	☐ Air Conditioning ☐ Power Door Locks ☐ Tilt Wheel ☐ Cruise Control	☐ Automatic Trans ☐ Power Seats ☐ Vinyl Top ☐ AM/FM Stereo	mission
Co Tires	lor 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 recontract.	everse side is applicable to this
Buyer's signatureCo-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 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 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.

Co-Buyer: Date:	
Creditor: Date: 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 finance charge for the prepayment. The amount of the refund must be computed by applying the agreed rate of the finance charge to the unpaid time balance. Any greater amount of the 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.

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 <u>NOT</u> 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 Insurance, Credit Disability Insurance and Debt Cancellation Coverage (GAP Coverage): If you indicated in Section B that you want optional credit life insurance, credit disability insurance 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] SELLER MAKES 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] SELLER [HAVE] HAS 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] SELLER MAKES AN EXPRESS WARRANTY IN THIS CONTRACT OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY [US] SELLER OR, WITHIN 90 DAYS AFTER THE DATE OF THIS CONTRACT, [WE] ENTERS 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 for 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.

.....

 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; (i) 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; (1) the Collateral is insured 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, setoff 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:	Ву:
Title:	Date:
2. REPURCHASE: In the event of default by the Buyer under any of the terms of the contract, Seller will repossess and repurchase the Collateral, or if the Collate been repossessed, Seller will repurchase the Collateral at the place of repossessic The Collateral will be repurchased in any event AS IS, at a price equal to either to balance of the Total of Payments (after deducting the unearned Finance Charge) amount agreed to by Seller and Assignee in a separate agreement as in effect as together with all costs, expenses and reasonable attorney's fees incurred by A collection of said amount. Seller waives all defenses arising by reason of any notice of acceptance of this agreement or default of Buyer, or arising by reason of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the other property of Buyer or to resort to other security or remedies which may be waives all other defenses that might otherwise have been available. At the time Seller shall pay to Assignee the purchase price in cash and Assignee may reason and all contracts or promissory notes which Assignee then holds upon such Collateral to the contracts or promissory notes which Assignee then holds upon such Collateral transfer and the contracts or promissory notes which Assignee then holds upon such Collateral transfer and the contracts or promissory notes which Assignee then holds upon such Collateral transfer and the contracts or promissory notes which Assignee then holds upon such Collateral transfer and the collateral at the place of reposteral transfer and the collateral transfer and	ral has already on or recovery. he then unpaid or such other of the default, assignee in the failure to give of extension of the Collateral or available, and of repurchase, ssign to Seller ten instruments
Seller:	By:
Title:	Date:
3. LIMITED ENDORSEMENT: In the event of default of Buyer before Buyer sthe first	y reassign the consideration ayments (after r and Assignee e, expenses and es all defenses t or default of a of any failure resort to other
Seller:	By:
Title:	Date:
4. WITHOUT RECOURSE: This assignment shall be without recourse against Se such obligations as are set forth in the assignment above.	eller except for
Seller:	By:

Γitle:	•••••	Date:
Sec 4. NAC 97.130 is hereby amended to read as follows:		
The following form of contract for sale and security agreement vehicle if the transaction is otherwise governed by the provision the terms of the lease, the lessee is entitled to refinance the residuer of the lease:	ons of NRS 97.299	and if, under
Section A		
Section B		
Section C		
Section D		
Section E		
SECTION A: Buyer's Name(s): Name: Address:		
City:		
Address:	County:Zip:	
Stock No.:Salesman:	Date:	
SECTION B:		
DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL	TRUTH IN LENDI	NG 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 sche	eduled: \$
TOTAL SALES PRICE The total cost of your purchase on credit, including your down paymen \$	nt of \$
Your Payment Schedule will be: Number of payments: Amount of payments: When payments are due: Number of payments: When payments are due: Number of payments: When payments are due: Number of payments: This contract does not contain a Balloon Payment. This contract does contain a Balloon Payment. See paragraphs "Refinancing Balloon Payments" and "Return of Vehicle" on the bac for the agreements with respect to the Balloon Payment. You may	"Balloon Payment," k side of this contracted drive this vehicle for the thing as described in the thin
INSURANCE: Credit life insurance, credit disability insurance and debt cancellation cooknown as GAP coverage, are not required to obtain credit, and will not be 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	e:	
Joint credit life and disability: Premium	: \$	Term:
Signature(s): We want joint credit life and single disa	bility insurance:	
Debt cancellation coverage (GAP cover	age): Premium: \$	Term:
Signature(s): I want debt cancellation coverage (GAP	'coverage):	
You may obtain property insurance from the above. If you get the insurance from the of the insurance will be	e Creditor you will pay \$	
SECURITY: You are giving a security i	interest in the goods or property being p	urchased.
☐ Other (Check if applicable)		
Filing fee: \$	Nonfiling insurance: \$	
LATE CHARGE: If a payment is mo of the payment, which	• •	d \$15 or 8 percent
PREPAYMENT: If you pay off early, y	ou may be entitled to a refund to the Fir	nance Charge.
See your contract documents for any required repayment in full before the scl	- ·	_
SECTION C: ITEMIZATION OF AMO	OUNT FINANCED.	
Vehicle Selling Price Plus: Documentary Fees Plus: Emission Inspection Fee Plus: Other () Plus: Other () Taxable Selling Price	\$ \$ \$ \$ \$	

2. Total Sales Tax		\$
[3. Luxury Tax		<u>\$</u>]
3[4]. Amounts Paid to Public Official	s	
a. Titling Fee		
b. Registration Fee		
c. Other		
Total Official Fees (Add 3[4]a th	rough 3[4]c)	\$
4[5] . Plus Other Charges		
a. Extended Service Contract*	\$	
b. Driveaway Permit	\$	
c. Other ()	\$	
d. Other ()	\$	
6[7]. Gross Trade-In Allowance	\$	
Year Make	Model	
Minus: Payoff Balance	\$	
Net Trade-In Allowance		. \$
7[8]. Down Payment (Other Than Ne	t Trade-In Allowance):	
a. Trade-In Sales Tax Credit	\$	
b. Cash	\$	
c. Manufacturer's Rebate	\$	
d. Other ()	\$	
Down Payment (Add 7[8]a through	gh <mark>7[8]</mark> d)	\$
8[9]. TOTAL DOWN PAYMENT All (Add 6[7] and 7[8])		OWANCE \$
9[10]. UNPAID BALANCE OF CAS	SH SALES PRICE	
(Subtract 8 [9] from 5 [6])		¢
(Subtract of 110111 2 (01)		\$

10[11]. Plus Optional Insura a. Credit Life Insurance Paid to (ce Premium		
11[12]. Other Amounts Fine a. ()		
12 [13].TOTAL AMOUNT I	FINANCED (Add 9 <mark>[10]</mark> , <i>10</i>	[11] and <i>[11</i> [12])	\$
*Seller may retain or receive	e a portion of this amount.		
SECTION D: VEHICLE AGREEN This contract is made the Buyer(s) shown above, and price and a credit price and in Section B above), you a contract, the following descriptions.	MENT. (day) of(mus, the Seller shown as Crahaving chosen to pay the cragree to buy and we agree	nonth) of(year), editor above. Having be edit price (shown as the to sell, subject to all	between you, the been quoted a cash e Total Sales Price the terms of this
in this contract as "Collatera		id equipment (an or wi	nen are referred to
New or Used:	Year and Make:		
Series:	Body Style:	No.	Cyl.:
If truck, ton capacity:			
Manufacturer's Serial Numb	per:		
Use for which purchased:	☐ Personal	☐ Business	☐ Agriculture
INCLUDING:			
☐ Sun/Moon Roof ☐ Power Steering ☐ Power Windows ☐ Cassette ☐ Compact Disc Player	☐ Air Conditioning ☐ Power Door Locks ☐ Tilt Wheel ☐ Cruise Control	☐ Automatic Tran☐ Power Seats☐ Vinyl Top☐ AM/FM Stereo	smission

Tires	Lic. No.	
above) according to		otal of Payments (shown in Section B in Section B above), until paid in full, age Rate disclosed above.
Commercial Code : Insurance in which proceeds of such ins security for this ob interest or mortgage	in the Collateral and in all accession we or our assignee are named as be surance or refunds of unearned premiuligation. We, our successors and assignees	ney security interest under the Uniform ns to and proceeds of the Collateral. neficiary or loss payee, including any ams, or both, are assigned as additional igns, hereby waive any other security obligations under this contract except n this contract.
Address where Coll	ateral will be located:	
Street		City
County		State
Your address after re	eceipt of possession of Collateral:	
Street		City
County		State
Notice of Rescission	n Rights	
If the Buyer signs l contract.	nere, the notice of rescission rights or	n the reverse side is applicable to this
	·e	
	URE REQUIREMENTS: The provision this agreement for purposes of state of	ons of Section B and Section C above disclosure requirements.

Color

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SECTION E:

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.

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 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.

Buyer:	Date:
Co-Buyer:	Date:
Creditor:	Date:
Ву:	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 finance charge for the prepayment. The amount of the refund must be computed by applying the agreed rate of the finance charge to the unpaid time balance. Any greater amount of the 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 <u>NOT</u> 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 Insurance, Credit Disability Insurance and Debt Cancellation Coverage (GAP Coverage): If you indicated in Section B that you want optional credit life insurance, credit disability insurance 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] SELLER MAKES 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] SELLER [HAVE] HAS 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] SELLER MAKES AN EXPRESS WARRANTY IN THIS CONTRACT OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY [US] SELLER OR, WITHIN 90 DAYS AFTER THE DATE OF THIS CONTRACT, [WE] ENTERS 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.

.....

 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; (1) the Collateral is insured 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, setoff 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:

	<i>Dy</i>
Title:	ral has already on or recovery. he then unpaid) or such other of the default, assignee in the failure to give of extension of the Collateral or available, and of repurchase, ssign to Seller ien instruments
Seller:	By:
Title:	Date:
3. LIMITED ENDORSEMENT: In the event of default of Buyer before Buyer the first	y reassign the a consideration ayments (after r and Assignee s, expenses and es all defenses t or default of a of any failure resort to other
Seller:	By:
Title:	Date:

4. WITHOUT RECOURSE: This assignment shall be without a such obligations as are set forth in the assignment above.	recourse against Sel	ller except for
Seller:		Ву:
Title:		Date:
 Sec 5. NAC 97.135 is hereby amended to read as follows: As used in this section, "recreational vehicle" has the 118B.018. The following form of contract for sale and security agree a recreational vehicle if the sale is governed by the provisions of is to be paid in connection with the sale: 	ment must be used	in any sale of
Section A		
Section B		
Section C		
Section D		
Section E		
SECTION A: Buyer's Name(s): Name:		
Address: City: State: Bus. Phone: CREDITOR: Address:	County:Zip:Res. Phone:	
City:	County:Zip:	······································
Salesman:	Date:	

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 schedule	ed: \$
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: When payments are due: Number of payments: When payments: Number of payments: Number of payments: One of payments: When payments are due: (e) means an estimate	
NSURANCE: Credit life insurance, credit disability insurance and debt cancellation coverage known as GAP coverage, are not required to obtain credit, and will not be prosign and agree to pay the additional cost.	
Credit life: Premium: \$	Term:
Signature(s): want credit life insurance:	
Toint 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 acceptab above. If you get the insurance from the Creditor you will pay \$ of the insurance will be	
SECURITY: You are giving a security interest in the goods or property being p	ourchased.
 □ Other (Check if applicable) □ If this section is checked, I am also giving you a mortgage or deed estate described in the contract. 	of trust in the real
Filing fee: \$ Nonfiling insurance: \$	
LATE CHARGE: If a payment is more than 10 days late, you will be charge of the payment, whichever is less.	d \$15 or 8 percent
PREPAYMENT: If you pay off early, you will not have to pay a penalty.	
See your contract documents for any additional information about nonpayr required repayment in full before the scheduled date, and penalties.	ment, default, any
SECTION C: ITEMIZATION OF AMOUNT FINANCED.	
1. Vehicle Selling Price \$	

) g Price	\$ 	
			\$
[3. Luxury Tax			\$
3[4]. Amounts Pai	d to Public Officials		
			\$
Total Official	Fees (Add 3[4]a throu	ıgh <mark>3[4]</mark> c)	\$
4[5]. Plus Other Cl	harges		
		\$	
b. Driveaway		\$	
c. Other (\$	
Total OTHER CH) ARGES (Add 4[5]a th	\$ rough 4 <mark>[5]</mark> d)	¢
Total OTTIER CIT	Trops (ridd 16914 th	104511 1[3]4)	·····Ψ·······
<mark>5[6]</mark> .TOTAL CASI	H SALES PRICE (Ad	d 1 through 4[5])	\$
6[7]. Gross Trade-	In Allowance	\$	
Year	Make	Model	
Minus: Pay	off Balance	\$	
Net Trade-In Allow	vance	\$	
	ent (Other Than Net T		
	ales Tax Credit	\$	
		\$	
 c. Manufactu 	rer's Rebate	\$	
d. Other ()	\$	
Down Paymen	t (Add <mark>7[8]</mark> a through	7 [8] d)	\$
8 <mark>[9]</mark> . TOTAL DOV	WN PAYMENT AND	NET TRADE-IN ALL	OWANCE
(Add <mark>6[7]</mark>	and 7[8])		\$
	ALANCE OF CASH		
(Subtract &	8 [9] from 5 [6])		\$
_	nal Insurance Charge	s*	
	Insurance Premium		
Paid to ()		

Term ()	\$	
b. Credit Disability In	surance Premium		
Paid to ()		
,		 \$	
	Coverage (GAP Coverage)		
Paid to (_		
· ·		\$	
d. Other Insurance		, , , , , , , , , , , , , , , , , , , 	
Paid to ()		
Term ()	\$	
101111 (Ψ	
11[12]. Other Amounts Fin	anced		
a. ()	ancea		
Paid to (,		
· ·)		
b. () Paid to ()	,		
Paid to ()		
12[12] TOTAL AMOUNT	EINANCED (A 44 0[10] 10	[11] and [1[10])	•
<mark>12<mark>[13]</mark>.TOTAL AMOUNT I</mark>	FINANCED (Add 9 [10] , 10	[11] and 11[12]) \$)
*Callan may natain an nagair	a a mantian of this amount		
*Seller may retain or receive	e a portion of this amount.		
<u>SECTION D:</u> VEHICLE AGREEMENT.	RETAIL INSTALLME	NT CONTRACT A	ND SECURITY
This contract is made the			
Buyer(s) shown above, and		_	-
price and a credit price and		<u> </u>	
in Section B above), you a	•	•	
contract, the following description		nd equipment (all of wh	ich are referred to
in this contract as "Collatera	ıl''):		
	77 1361		
New or Used:	Year and Make:		
~ .			~ .
Series:	Body Style:	No. (Cyl.:
Manufacturer's Serial Numb	oer:		•••••
	<u></u>	_	<u></u>
Use for which purchased:	☐ Personal	☐ Business	☐ Agriculture
INCLUDING:			
□ Sun/Moon Roof	☐ Air Conditioning	☐ Automatic Trans	smission
☐ Power Steering	☐ Power Door Locks	☐ Power Seats	
☐ Power Windows	☐ Tilt Wheel	☐ Cassette	
☐ Cruise Control	☐ AM/FM Stereo	☐ Compact Disc P	layer

Tires	Color Lic. No.		••••
□ Range/Serial No □ Refrigerator/Serial □ Washer/Serial No. □ Dryer/Serial No □ Awnings □ Other (describe) □ Description of real est	No	☐ Furniture (including street address):	
City	County	State	
above) according to to together with interest. To secure such payme Commercial Code in Insurance in which we proceeds of such insurance security for this obligations successors and assignment.	the Payment Schedule (after maturity at the Andreat, you grant to us a post the Collateral and in the corour assignee are parance or refunds of uncertain and any other oblims, hereby waive any part obligations under the payou in this contract.	to us the Total of Payments (shown in Section also shown in Section B above), until paid in furnual Percentage Rate disclosed above. The urchase money security interest under the Uniformal accessions to and proceeds of the Collater named as beneficiary or loss payee, including a same premiums, or both, are assigned as additional gation created in connection with this sale. We, cother security interest or mortgage which wou has contract except for the security interests a	rm ral. iny nal our
Street		City	
County		State	
Your address after rec	eipt of possession of Co	ollateral:	
Street		City	
County		State	

Notice of Rescission Rights

contract.	C		11
Buyer's signature Co-Buyer's signature			
STATE DISCLOSURE REQUIRE are incorporated into this agreement	-		
Additional Terms and Condi reverse side hereof are a part of			
		he Total Amount Fina on or before the	
SELL	ER'S INITIALS:		
SECTION E:			

If the Buyer signs here, the notice of rescission rights on the reverse side is applicable to this

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.

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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.

Buyer:	Date:
Co-Buyer:	Date:
Creditor:	
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 <u>NOT</u> 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 Insurance, Credit Disability Insurance and Debt Cancellation Coverage (GAP Coverage): If you indicated in Section B that you want optional credit life insurance, credit disability insurance 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] SELLER MAKES 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] SELLER [HAVE] HAS 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] SELLER MAKES AN EXPRESS WARRANTY IN THIS CONTRACT OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY [US] SELLER OR, WITHIN 90 DAYS AFTER THE DATE OF THIS CONTRACT, [WE] ENTERS 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 for 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; (i) 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; (1) the Collateral is insured 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, setoff 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:	Ву:
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

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's the first	y reassign the consideration ecrued interest, in effect as of incurred in the failure to give any extension the Collateral
Seller:	Ву:
Title:	Date:
4. WITHOUT RECOURSE: This assignment shall be without recourse against Se such obligations as are set forth in the assignment above.	eller except for
Seller:	By:
Title:	Date:
Sec 6. NAC 97.140 is hereby amended to read as follows:	
 As used in this section, "recreational vehicle" has the meaning ascribed 118B.018. The following form of contract for sale and security agreement must be used a recreational vehicle if the sale is governed by the provisions of NRS 97.299 an or add-on interest is to be paid in connection with the sale: 	l in any sale of
Section A	
Section B	

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

Section C	
Section D	
Section E	
SECTION A:	
Buyer's Name(s):	
Name:	
Address:	
City:	County:
State:	•
Bus. Phone:	Res. Phone:
CREDITOR:	
Address:	
City:	County:
State:	Zip:
Phone: ()	=
Stock No.:	
Salesman:	
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 payr	ments as scheduled: \$
TOTAL SALES PRICE The total cost of your purchase on credit, including your d \$	own 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, credit disability insurance and debt cancellation covera known as GAP coverage, are not required to obtain credit, and will not be pro 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 above. If you get the insurance from the Creditor you will pay \$	

SECURITY: You are giving a security interest	st in the goods or property being purchased.	
☐ Other (Check if applicable) ☐ If this is section checked, I am also estate described in the contract.	giving you a mortgage or deed of trust in the	real
Filing fee: \$	Nonfiling insurance: \$	
LATE CHARGE: If a payment is more that of the payment, whicheve	n 10 days late, you will be charged \$15 or 8 peror is less.	ent
PREPAYMENT: If you pay off early, you Charge.	may be entitled to a partial refund of the Fina	nce
•	ional information about nonpayment, default, ed date, and prepayment refunds and penalties.	any
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	\$ <u>]</u>	
3[4]. Amounts Paid to Public Officials a. Titling Fee b. Registration Fee c. Other Total Official Fees (Add 3[4]a through 3	\$ \$	
b. Driveaway Permit c. Other () d. Other () Total OTHER CHARGES (Add 4[5]a through		
JED TOTAL CASH SALES PRICE (Add 1 th	hrough 4[5])\$	

6[7] .	Gross Trade-In Allowance	\$	
	Year Make	Model	
1	Minus: Payoff Balance Net Trade-In Allowance	\$	
	Down Payment (Other Than Net Trade a. Trade-In Sales Tax Credit b. Cash c. Manufacturer's Rebate d. Other () Down Payment (Add 7[8]a through 7[8]	\$ \$ \$	\$
8 [9] .	TOTAL DOWN PAYMENT AND NI (Add 6[7] and 7[8])		OWANCE \$
<mark>9[10]</mark>	. UNPAID BALANCE OF CASH SA (Subtract 8[9] from 5[6])		\$
10 [11	H. 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 of the Content of the Coverage (GAP of the Coverage	n 	
	Paid to (
	24. Other Amounts Financed a. () Paid to () b. () Paid to ()		
		z [10], z v[11] und 1	- []/Ψ

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

SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT.

Buyer(s) shown above price and a credit price in Section B above),	e, and us, the See and having che you agree to be described vehi	eller shown as Crosen to pay the crown and we agree	month) of(year), reditor above. Having be redit price (shown as the e to sell, subject to all nd equipment (all of wh	een quoted a cash Total Sales Price the terms of this
New or Used:		Year and Make:		
Series:	Body	Style:	No. 0	Cyl.:
If truck, ton capacity:				
Manufacturer's Serial	Number:			
Use for which purchase	ed:	☐ Personal	☐ Business	☐ Agriculture
INCLUDING:				
 □ Sun/Moon Roof □ Power Steering □ Power Windows □ Cassette □ Compact Disc Player 	□ Power □ Tilt W □ Cruise		☐ Automatic Trans ☐ Power Seats ☐ Vinyl Top ☐ AM/FM Stereo	smission
	Color Lic	e. No.		
□ Range/Serial No □ Refrigerator/Serial I □ Washer/Serial No □ Dryer/Serial No □ Awnings	No	□ Furni		
☐ Other (describe)				
			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 rever contract.	rse side is applicable to this
Buyer's signature Co-Buyer's signature	
STATE DISCLOSURE REQUIREMENTS: The provisions of Secretare incorporated into this agreement for purposes of state disclosure in the state of the sta	
Additional Terms and Conditions: The additional terms and reverse side hereof are a part of this contract and are incorporate	
OPTION:	
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 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.

Buyer:	Date:
Co-Buyer:	Date:
Creditor:	
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 finance charge for the prepayment. The amount of the refund must be computed by applying the agreed rate of the finance charge to the unpaid time balance. Any greater amount of the 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 <u>NOT</u> 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 Insurance, Credit Disability Insurance and Debt Cancellation Coverage (GAP Coverage): If you indicated in Section B that you want optional credit life insurance, credit disability insurance 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] SELLER MAKES 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] SELLER [HAVE] HAS 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] SELLER MAKES AN EXPRESS WARRANTY IN THIS CONTRACT OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY [US] SELLER OR, WITHIN 90 DAYS AFTER THE DATE OF THIS CONTRACT, [WE] ENTERS 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.

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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; (1) the Collateral is insured 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, setoff 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.

By:.....

Seller:

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

Seller:	Ву:	
Γitle:	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:	Ву:	
Γitle:	Date:	

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

Sec. 7. This temporary regulation shall become effective on February 18, 2003.

otherwise have been available.