

## ARBITRATION AGREEMENT

This Arbitration Agreement significantly affects your rights in any dispute with us. Please read this Arbitration Agreement carefully before you sign it.

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT.**
2. **IF A DISPUTE IS ARBITRATED, YOU AND WE WILL EACH GIVE UP OUR RIGHT TO A TRIAL BY THE COURT OR A JURY TRIAL.**
3. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US.**
4. **THE INFORMATION YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.**
5. **OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**
6. **EVEN IF A DISPUTE IS ARBITRATED, WE CAN STILL REPOSSESS YOUR VEHICLE IF YOU DO NOT HONOR YOUR CONTRACT AND YOU OR WE MAY SEEK PROVISIONAL REMEDIES FROM A COURT.**

In this Arbitration Agreement, "you" and "your" refer to the customer(s) signing below, and "we" "us" and "our" refer to the Seller signing below. This Arbitration Agreement is, by this reference, incorporated into and becomes a part of the Retail Installment Contract and/or Purchase Agreement between you and us signed on the date below.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause and the arbitrability of any issue), between you and us or our employees, agents, successors or assigns, which arises out of or relates in any manner to the purchase and financing of your vehicle or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election (or the election of any such third party), be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated on an individual basis and not as a class action, and **you expressly waive any right you may have to arbitrate a class action (this is called the "class action waiver")**.

You may choose the applicable rules of either the American Arbitration Association (1-800-778-7879) or the National Arbitration Forum (1-800-474-2371). We waive the right to require you to arbitrate an individual (as opposed to a class) claim if the amount you seek to recover, including attorneys' fees and expenses, is less than \$2,500. You may obtain a copy of the rules of these organizations by calling the numbers indicated or by visiting their web sites.

The arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules. The arbitration award shall be in writing, but without a supporting opinion. The arbitration hearing shall be conducted in the federal district in which you reside, unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. If you demand arbitration first, you will pay one half of any arbitration filing fee. We will pay the rest of the filing fee, and the whole filing fee if we demand arbitration first or if the arbitrator determines that applicable law requires us to do so or that you are unable to do so or that we must do so in order for this Arbitration Agreement to be enforceable. We will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. We will advance costs and fees on your behalf if directed to do so by the arbitrator, subject to later allocation by the arbitrator. **We will also pay any fees and charges that the arbitrator determines that we must pay in order to assure that this Arbitration Agreement is enforceable.** The arbitrator shall decide who shall pay any additional costs and fees.

The arbitrator's award shall be final and binding on all parties, except that in the event of an award of zero or in excess of \$100,000, or in the event of a grant of injunctive relief, the losing party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel.

This Arbitration Agreement relates to a contract that evidences a transaction involving interstate commerce. Any arbitration under this Arbitration Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.).

Both you and we retain the right to exercise self-help remedies and to seek provisional remedies from a court. Neither you nor we waive the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

If any part of this Arbitration Agreement other than the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder shall be enforceable. If the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder of this Arbitration Agreement shall be unenforceable. This Arbitration Agreement shall survive the termination of any contractual agreement between you and us, whether by default or repayment in full.

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

Buyer(s): \_\_\_\_\_

Seller: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_