

Disclosure Statement and Agreement for Installation of a Starter Interrupt and GPS Device

ADDENDUM TO A RETAIL INSTALLMENT CONTRACT DATED _____,
BETWEEN _____ (Buyer) _____ (Co-Buyer)
and _____ Dealer/Seller which contract was assigned to
Heritage Acceptance Corporation* (hereafter referred to as HAC).

Vehicle
Description _____
Year Make Model Vehicle Identification Number (VIN)

This Disclosure Statement and Agreement for Installation of a Starter Interrupt and GPS device (the "Agreement") is an addendum to the above described Retail Installment Contract (the "Contract") you signed in connection with your purchase of the vehicle described above (the "Vehicle"). You understand the Vehicle is not now equipped with a starter interrupt and GPS device (the "Device"). Such a Device is designed to ensure that you make your payments on time as required by the Contract.

PLEASE READ AND SIGN BELOW TO INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THE FOLLOWING TERMS AND THE CONSEQUENCES OF FAILING TO MAKE PAYMENTS AS REQUIRED BY THE CONTRACT.

1. You understand and agree that you have defaulted under the terms of the Contract and that HAC exercised rights it has under the Contract and had the Vehicle repossessed. The installation of the Device in the Vehicle must be consented to by you as a material condition for you to redeem the Vehicle repossessed by HAC on _____.
Date of Repossession
2. You understand that the Device is the property of HAC or any assignee of the Contract. When the Contract is paid in full, you may request the removal of the Device at a place and time designated by HAC or the assignee, and it will be removed at HAC's or assignee's expense. You will not receive any compensation for the removal of the Device.
3. You understand that tampering, altering, disconnecting or removal of the Device will be considered as default under this Agreement and your Contract.
4. You may be liable for cost to repair or replace the Device and to repair or replace parts of the Vehicle if you tamper, alter, disconnect, or remove the Device.
5. **You understand that if the Dealership or the Assignee does not receive a payment when the payment is due, the Device may activate an audible alarm as a warning OR the Vehicle may not start.** In such case the Dealership or its assignee will provide you with any notice of any right and/or notice of right to cure, if any are required by law, prior to disabling the Vehicle. **If the Vehicle is disabled you must make payment by cash, certified or cashier's check, wire transfer or other approved electronic transfer** to continue operation of the Vehicle. Payment must be made in one of the following ways: (1) by mail sent to Heritage Acceptance Corporation, 118 S. Second St. Elkhart, Indiana 46516; (2) in person at a designated payment center; or (3) by approved electronic means. If payment is made any other way, Dealership/Assignee may wait to enable the Vehicle until it receives confirmation that the funds have cleared. Once payment in clear funds is received by Dealership/Assignee the Vehicle will be enabled. **This is not a waiver of any right(s) the Dealership/Assignee has under the Contract or the Uniform Commercial Code of the state whose law governs this Agreement pertaining to default or repossession, nor does it create any additional right to cure beyond what you may have under state law or the Contract (if any).**
6. You understand that the HAC may assign its rights, title and interest in the Contract at any time. The assignment of the Contract will not in any way affect the terms or conditions of this Agreement.
7. You understand that only HAC, its authorized representatives, or its assignee is permitted to perform maintenance on the Device or any of its components. Should maintenance or repair be required, you agree to make the Vehicle available during normal business hours. You understand that HAC or its assignee has full responsibility for the cost of repairs to the Device, except for repairs caused by your tampering with, altering, disconnecting, or removing the Device.
8. You understand that this agreement is not a waiver of any rights HAC or other assignee has under the Contract and does not constitute a continuing right to cure. If you default again, HAC may choose to repossess the Vehicle pursuant to its rights under the Contract and state law.

NOTICE TO BUYER:

Do not sign this Agreement without reading it first. By signing below, you acknowledge that you have been given the opportunity to read this Agreement and have had any questions regarding the Device or the terms of the Contract answered to your satisfaction. This Agreement is hereby incorporated by reference into the Contract.

Dated: _____

X _____ Co-Buyer X _____
Buyer Co-Buyer