



# RightSize Funding

## CUSTOMER AGREEMENT AND DISCLOSURE STATEMENT FOR INSTALLATION OF GPS DEVICE

IMPORTANT: READ THIS ENTIRE DOCUMENT. IT DISCLOSES THE CONSEQUENCES OF FAILING TO MAKE TIMELY PAYMENTS. YOU SHOULD CONSULT THE CREDITOR BEFORE SIGNING THIS DOCUMENT IF YOU DO NOT UNDERSTAND ANY OF THE TERMS OF THIS AGREEMENT AND DISCLOSURE.

Date: _____	Name: _____
Vehicle Yr./Make/Model _____	
VIN# _____	
GPS # _____	

Customer(s) (“you” and “your”) and RightSize Funding (“we”, “us”, and “our”) enter into this Agreement and Disclosure made pursuant to the motor vehicle retail installment contract (“contract”) executed by you and us for the finance of the vehicle (“the vehicle”) identified and described above. This Agreement and Disclosure, when signed below by you and us, is incorporated into and becomes part of the Contract.

By initialing below, you acknowledge your understanding of an agreement to each of the terms of this Agreement and Disclosure.

### Description of the Device

#### Initials

\_\_\_\_\_ The vehicle will be equipped with a GPS device (“the Device”) designed to protect our interests in the Vehicle in the event you fail to keep your promise to make payments when due under the Contract. The Device’s GPS capabilities allow us to obtain the location of the Vehicle to assist in repossession in the event we must take back the Vehicle due to your default. The Device can also help to recover the Vehicle in the event that it is stolen.

\_\_\_\_\_ The Device will be installed at absolutely no cost to you. We own the Device. We will remove the Device upon your request when you have satisfied all of the obligations under the Contract. Once your loan is paid off we will have the device removed by our outside vendor. If the device is not removed there will be a fee applied to your account.



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\_\_\_\_\_ As the owner of the Device, only we or our authorized representatives are permitted to repair and perform maintenance on the Device or any of its components. You agree to make the Vehicle available to us or our authorized representative should maintenance or repair work become necessary. You will not be responsible for the costs of any repairs or replacement of the Device, except if repair or replacement is caused by your tampering with, altering, disconnecting, or removing the Device. To the extent permitted by law, you will pay the costs of necessary repairs or replacements required because you tampered with, altered, disconnected, or removed the Device.

## **If You Default**

\_\_\_\_\_ You understand and agree to voluntarily waive any right you may have to privacy in the location of the vehicle and you authorize the creditor to use the GPS devices capabilities to locate the vehicle if you default.

\_\_\_\_\_ You are obligated to make timely payments to us under the Contract. If we do not receive a payment from you on or before the scheduled due date, you will be in default. You also will be in default under the Contract if you tamper with, alter, disconnect, or remove the Device, to the extent prohibited by applicable law.

\_\_\_\_\_ If you default on your obligation or don't make payment, the Device enables us to track the Vehicle's location using satellite technology. We may use the Device's GPS capabilities to locate the Vehicle for any other purpose not prohibited by applicable law.

\_\_\_\_\_ If you fail to cure the default, we may take action as permitted under applicable law, including THE RIGHT TO REPOSSESS THE VEHICLE. We will use the Device's GPS technology to locate the Vehicle for the purpose and any other purpose not prohibited by applicable law.

## **Rights of the Assignees of the Contract**

\_\_\_\_\_ We have the right to assign our rights, title and interest in the Contract at any time. If the Contract is assigned, the holder of the Contract will have all of our rights under the Contract, including those incorporated into the Contract by this Agreement and Disclosure

\_\_\_\_\_ You also agree to hold harmless, defend and indemnify the creditor; it's agents; employees from all claims, demands, causes of action; damages/cost/liabilities or losses in the law or equity to property or person suffered or sustained by any other person or entity arising out of or resulting from the intended use of the device in the vehicle to the fullest extent permitted by applicable law.



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## Voluntary Election to Consent to Device

\_\_\_\_\_ We require the installation of the Device in the Vehicle as a condition to our extension of Credit to you under the Contract. The device must be installed in the vehicle prior to funding. (See Contract Payment Date) You are not obligated to finance the Vehicle with us. You are free to obtain financing from another source that does not require installation of the Device or similar GPS system. By executing this Agreement and Disclosure and the Contract, you acknowledge that you have voluntarily chosen to finance the Vehicle.

\_\_\_\_\_ You understand and agree to have an electronic locating device installed in the vehicle at no cost to you. When the contract is paid off you will allow the creditor to remove the device or you will purchase the device from the creditor.

\_\_\_\_\_ You understand and agree not to tamper with, disable or remove the device, nor will you direct or allow a third party to tamper with, remove or disable the device. You agree that if you tamper with, disable or remove the device or allow a third party to tamper with, disable or remove the device, the creditor may declare a default under the contract to the extent permitted by applicable law.



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BY SIGNING BELOW, you agree to the Device's installation and to its use until you satisfy all of the obligations under the Contract. In addition, you acknowledge that you understand how the Device works and agree that the installation and maintenance of the Device in the Vehicle is a material condition for us to finance the Vehicle, and as such constitutes consideration for the terms of the Contract. You acknowledge that you have had any questions regarding the Device answered to your satisfaction.

BY SIGNING BELOW, you voluntarily waive any right you may have to privacy in the location of the Vehicle and authorize us to use the GPS capabilities to locate the Vehicle if you default or for any other purposes not prohibited under applicable law. You also agree to hold harmless, defend and indemnify us, our agents, employees, and servants and each of them, from all claims, demands, causes of action, damages, costs, liabilities or losses, in law or equity, to property or person suffered or sustained by any other person or entity arising of or resulting from the intended use or termination of the Device in the Vehicle, to the fullest extent permitted by applicable law.

BY SIGNING BELOW, you acknowledge that you have been warned not to sign this document before you read it. You understand that you are entitled to receive a copy of this document. By signing below, you acknowledge reading and receiving a copy of this document and agreeing to its terms.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
CO-SIGNER PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-SIGNER SIGNATURE

\_\_\_\_\_  
DEALER REP/WITNESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RIGHTSIZE AGENT/DATE