

RETAIL INSTALMENT CONTRACT (MOTOR VEHICLE-CONNECTICUT)

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	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 scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of
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Your Payment Schedule will be: _____ e means estimate

No. of Payments	Amount of Payments	When Payments are Due

Security: You are giving a security interest in the motor vehicle being purchased.

Filing Fees: _____ **Non-Filing Insurance:** _____

Late Charge: If a payment is late more than 10 days. You will be charged up to \$10.00 or 5% of the instalment in default, whichever is less.

Prepayments: If you pay off early, You will not have to pay a penalty.

See below and attached pages and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment penalties.

1. SELLER/BUYER. This contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee named below.

Account No. _____

Date _____

In this Contract, we are the SELLER.

You are the BUYER and Co-Buyer(s)

If there is a Buyer and at least one Co-Buyer, each will be obligated, separately and together, for all sums due and the performance off all agreements as provided in this Contract. The term "Buyer" in this Contract refers to the Buyers and all Co-Buyers, separately and together.

2. VEHICLE. The terms shown in the boxes above are part of this Contract. You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" or the "Property" in this Contract.

New/Used Year and Make Model/Series Body Style No Cyl. Serial Number

Equipped with _____

You have traded in the following vehicle:

Year and Make Description

If a balance is still owing on the vehicle you have traded in, the Seller will payoff this amount on your behalf. You warrant and represent to us that any Trade-In is free from lien, claim, encumbrance or security interest, except as shown in the Itemization of Amount Financed as the "Lien Payoff."

3. PROPERTY INSURANCE AND VENDOR'S SINGLE INTEREST INSURANCE.

Property insurance is required, but you may obtain property insurance from anyone you want who is reasonably acceptable to us. (We may withhold approval only for reasonable cause.)

If checked , you must obtain Vendor's Single Interest Insurance ("VSI") for the Vehicle. You may get VSI from anyone you want who is reasonably acceptable to us. (We may withhold approval only for reasonable cause.) If obtained through us, the cost of such insurance is shown in the "Itemization of Amount Financed" in the box labeled "To VSI Insurance Company." * *

VSI only protects our interest in the Vehicle and no protection under it exists for your benefit. Any insurance included in the sale only insures the Vehicle. It does not include coverage for personal liability and property damage caused to others, as the case may be.

Itemization of Amount Financed	
Cash Price	_____
Cash Downpayment	-
Trade-in Value of Trade-in	-
Lien Payoff to:	+
Unpaid Cash Price Balance	1 =
To Credit Insurance Company*	2 +
Title/ Registration Fee to Govt Agency*	3 +
To VSI Insurance Company**	4 +
To Service Contract Company*	5 +
To _____ *	6 +
To _____ *	7 +
Amount Financed	
1 to 7 =	_____

*We may be retaining a portion of these amounts.

4. PAYMENT SCHEDULE. You agree to pay us the Total Sale Price for the Vehicle by making the Cash Down-payment, assigning the Trade-in, if shown, and paying us the Amount Financed, plus interest, in the number and amount of monthly payments shown above in the Payment Schedule. Payments are due on or before the same day of each month as the first payment date.

5. SERVICE CONTRACT. Although you are not required to do so, by initialing below, you are indicating that you choose to buy a Service Contract covering the repair of certain major breakdowns of the Vehicle and related expenses. You understand you must refer to the Service Contract for details about coverage and duration.

Service Contract Price \$ _____ Service Contract Administrator: _____ Term: _____ Your Initials: _____

6. CREDIT INSURANCE IS NOT REQUIRED. Credit Life Insurance and Credit Disability Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Your request for Credit Insurance is subject to the acceptance and approval of the insurer. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit

INSURER: By signing, you want Single Credit Life Insurance, which costs: Your Age _____ _____ Signature of Buyer to be insured for Single Credit Life Insurance	By signing, you want Single Credit Accident and Health insurance which costs: _____ _____ Signature of Buyer to be insured for Single Credit Accident and Health Insurance	By signing, you both want Joint Credit Life Insurance, which costs: _____ 1. N/A 2. _____ Signatures of both Buyers to be insured for Joint Credit Life Insurance.	By signing, you both want Joint Credit Accident and Health insurance which costs: _____ 1. N/A 2. _____ Signatures of both Buyers to be insured for Joint Credit Accident and Health Insurance.
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7. ASSIGNEE AND OTHER DEFINITIONS: We may assign this Contract and Security Agreement to a third party which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to, and be enforceable by, the Assignee. The Assignee will notify you when and if Seller makes an assignment. Payments must be made at the address of the Assignee shown here:

DEPENDABLE CREDIT CORP. P.O.B. 686, Ardsley, New York 10502-0686

NOTICE TO THE BUYER: 1. Do not sign this Agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled-in copy of the Contract when you sign it. 3. Under the law, you have the following rights, among others: (a) to pay off in advance, the full amount due and obtain a partial refund of any unearned finance charge; (b) to redeem the property if repossessed for a default; (c) to require, under certain conditions, a resale of the property if repossessed.

ADDITIONAL TERMS AND CONDITIONS: THIS CONTRACT CONTINUES ON THE ATTACHED PAGES 2 AND 3. YOU ARE OBLIGATED TO ALL THE TERMS OF THIS CONTRACT WHICH APPEAR ON PAGE 1 AND THE TERMS OF SECTIONS 8 THROUGH 19 ON THE ATTACHED PAGES 2 AND 3.

By signing below we agree to sell the Vehicle to you under the terms on this Contract, and we assign this Contract to the Assignee named above with the Assignment printed on page 2.

BY SIGNING THIS CONTRACT, YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

Seller _____

Buyer _____

By WITHOUT RECOURSE WITH FULL RECOURSE
 WITH LIMITED RECOURSE (REPURCHASE)

Co-Buyer _____

Co-Buyer _____

RETAIL INSTALMENT CONTRACT (MOTOR VEHICLE-CONNECTICUT)

ADDITIONAL TERMS AND CONDITIONS

8. **PURCHASE.** You shall purchase from us the Vehicle on the terms set forth on page 1 of this Contract. The Vehicle has been delivered. You have inspected it and it is acceptable.

9. **LATE CHARGE.** You will pay a late charge on each payment received by us more than 10 days late. The charge is shown in the box on page 1. Our acceptance of a late payment or late charge does not excuse your late payment or mean that you can keep making payments after they are due.

10. **HOW THE FINANCE CHARGE IS FIGURED.** The Finance Charge, which consists only of interest, has been computed on the basis that you will pay all installments on the scheduled due dates. If any installment is received later than the scheduled due date, you will be obligated to pay such additional amounts as may become payable by reason of the accrual of interest calculated daily on the unpaid balance of the Amount Financed. In the event that any installment is made in advance of the scheduled due date, the interest charges will be reduced accordingly. The amount of this decrease or increase will be reflected in the final payment. You have the right to prepay the unpaid principal balance, in full or in part, at any time, provided that payments are first applied to accrued interest as of the date of prepayment.

11. **COLLATERAL.** As Collateral for this Contract (to protect us if you don't pay), you give us a security interest in the Vehicle being purchased. You are giving us a security interest in the Vehicle and any accessories, equipment and replacement parts installed in the Vehicle. The security interest also covers (a) insurance premiums and charges for service contracts returned to us, (b) proceeds of any insurance policies or service contracts on the Vehicle, including any rebates of any unearned premiums, and (c) proceeds of any insurance policies on your life or health which are financed by this Contract. This secures payment of all amounts you owe on this Contract.

12. **VEHICLE CARE AND USE.** You promise:

- To keep the Vehicle in good condition and repair.
- To maintain insurance on the Vehicle as required in this Contract and to make us the loss-payee. We may use the proceeds of such insurance to replace the Vehicle or credit the amount you owe on this Contract.
- To get our written consent before you use the Vehicle outside Connecticut for a period in excess of 30 days or outside of the United States for any period.
- Not to use or permit anyone to use the Vehicle (i) for unlawful purposes, (ii) for hire, or (iii) if that person is not covered under the insurance policy required by us.
- To make sure no one else has a better right to the Vehicle than we have.
- Not to sell the Vehicle or give it away.
- To maintain current registration for the Vehicle.

13. **DEFAULT BY BUYER.** We can require you to pay the full unpaid balance on this Contract, if:

- You don't make a payment when it is due.

Buyer's Guide Window Sticker. If the Car which is described on the face of this Contract has a Buyer's Guide Window Sticker required by the Federal Trade Commission Used Car Trade Regulation Rule, the following notice applies:

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.

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.

ASSIGNMENT. To induce you, the "Assignee" named on the front of this Contract, or as follows Dependable Credit Corp. to purchase the within Contract, the Seller hereby warrants and represents, and continues to warrant and represent that: the sale has been made in strict conformity with all applicable federal, state and local laws and regulations; Seller's title to the Contract and the Vehicle and Property covered thereby is absolute free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine, arose from the sale of the Vehicle therein described, and all parties thereto are of full age and had capacity to contract; the description of the Vehicle and extra equipment is complete and correct; the cash down payment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks or other credit advanced by Seller to the Buyer; all warranties and statements therein are true; there is owing thereon the Amount Financed set forth therein; Seller has duly complied with the Truth-in-lending laws and with any other federal or state law, rule or regulation applicable to this Contract; a motor vehicle title certificate showing a lien or encumbrance in favor of Assignee has been or will be applied for promptly; the registration of the Vehicle has not been suspended and the Seller knows of no facts which may result in the suspension of said registration; the Buyer(s) in the within Contract is/are personally known to the Seller to be the same identical person(s) whose signature(s) is/are affixed to this Contract; and the Seller has no knowledge of facts impairing the validity or value of the Contract. Seller has taken all steps necessary to cause the Assignee to be designated first lienholder in the Vehicle and to have a perfected first priority security interest in the Property. If any such warranties or representations should be breached at any time, the Seller shall repurchase said Contract from Assignee, on demand, and will pay therefore the amount owing thereon, plus any and all costs and expenses paid or incurred by the Assignee in respect thereto, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against the Seller. In the event that the Buyer fails or refuses to make any payment due hereunder on the assertion, either oral or written, that the Vehicle is defective, not as represented to the Buyer by the Seller, or that the Seller refuses to honor any warranty or service agreement of the Seller or the manufacturer, the Seller agrees that, on being advised by the Assignee of such claim of the Buyer, the Seller will repurchase the Contract from the Assignee and pay the Assignee for same immediately in accordance with the repurchase terms set forth above, and the Seller further agrees to hold the Assignee harmless from any other claims of the Buyer, including attorneys' fees, costs and expenses incurred in defending against claims asserted by the Buyer and including claims for refund of payments made by the Buyer to the Assignee.

For value received, the Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder, and all right, title and interest in and to the Vehicle therein described, with full power in the Assignee in its or Seller's name to take such legal or other action which Seller might have taken save for this Assignment. Seller, by executing any of the endorsements captioned "WITHOUT RECOURSE," "WITH FULL RECOURSE," "WITH LIMITED RECOURSE (REPURCHASE)," adopts the provisions of and agrees with Assignee as set forth in such endorsement and the provisions of the paragraph titled "Assignment."

WITHOUT RECOURSE-Seller's assignment shall, except for the provisions of the paragraph above titled "Assignment," be without recourse.

WITH FULL RECOURSE-Seller agrees that, in addition to the paragraph above titled "Assignment," in the event of default by the Buyer in the full payment on the due date thereof of any installment payable under the Contract or in the prompt performance of any other obligation to be performed under the Contract by the Buyer, the Seller will, on demand by the Assignee, forthwith repurchase the Contract from the Assignee; together with the Vehicle as Collateral, for a repurchase price in cash equal to the full unpaid balance of the Contract as of the date of such repurchase, plus any then earned Finance Charge.

WITH LIMITED RECOURSE (REPURCHASE)- Seller agrees that, in addition to the provisions of the paragraph above titled "Assignment," in the event of any default by the Buyer which shall entitle the Assignee to repossess the Vehicle, the Seller will, if the Vehicle is repossessed by the Assignee and delivered to the seller, and without regard to the then condition of the Vehicle, forthwith repurchase the Contract, together with the Vehicle as Collateral, from the Assignee for a repurchase price in cash equal to the full unpaid balance of the Contract as of the date of such repurchase, plus any then earned Finance Charge.

b. You break any of your promises made in this Contract or in your credit application.

c. You make any false statements in this Contract or in your credit application.

d. Our security interest in the Vehicle is not the first and only lien on the Vehicle.

e. You sell, lease, give away or otherwise transfer the Vehicle.

f. The Vehicle is lost, damaged or seized without adequate insurance coverage.

g. You claim bankruptcy, or any proceeding is brought seeking relief from your debts.

h. You die or become legally unable to manage your affairs.

i. We have reason to believe you may be unable to keep your promises in this Contract.

j. The Vehicle is seized by a third party because of involvement in criminal activity and/or forfeiture proceedings have been instituted by the third party in any federal or state court, or by administrative proceedings.

We also have other legal rights, such as the right to take and sell the Vehicle. If we retake the Vehicle, our right to sell it and hold you responsible for any deficiency, as allowed by law, and your right to redeem the Vehicle before we sell it will be subject to any notice and cure rights which may apply under the laws of Connecticut.

If we have to sue you to collect this Contract, you may be responsible to us for attorneys' fees up to 15% of the amount due and payable at the time we send the Contract for suit, plus other collection costs, all as allowed by law. Such fees will not be imposed prior to commencement of a lawsuit.

14. **DELAY IN ENFORCEMENT.** We can delay enforcing any of our rights under this Contract without losing any rights.

15. **SIGNERS.** You know that each person signing this Contract, as Buyer or Co-Buyer, or Co-Signer is equally and separately responsible for making the payments and keeping the promises in this Contract.

16. **ASSIGNMENTS.** We may assign, and our Assignee may assign, this Contract and all rights and remedies under it without your consent.

17. **GOVERNING LAW.** This Contract shall be governed by the laws of the State of Connecticut.

18. **WARRANTIES AND REPRESENTATIONS.** You warrant and represent that the Vehicle is obtained and will be used in connection with lawful activities, pursuits, endeavors, ventures or businesses, and you will not use the Vehicle to violate any law that could result in forfeiture proceedings being instituted. You agree to promptly inform us of any proposed proceedings or actual proceeding which would subject the Vehicle to forfeiture to any government body.

19. **NOTICE.** The Notice below applies to this Contract if you are buying the Vehicle primarily for personal, family or household use.

RETAIL INSTALMENT CONTRACT (MOTOR VEHICLE-CONNECTICUT)

This page is an integral part of the RETAIL INSTALMENT CONTRACT between the below mentioned parties, which is so noted on the attached RETAIL INSTALMENT CONTRACT

Primary Buyer _____

Seller _____

CO-SIGNER NOTICE

YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.

CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer(s). You are making this promise to induce us to make this Contract with the Buyer(s), even though we will use the proceeds only for the Buyer(s) benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer(s) or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

Co-Signer's Signature

Date

Co-Signer's Signature

Date

CO-OWNER'S SECURITY AGREEMENT

OTHER OWNERS (ANY PERSON WHOSE NAME IS ON THE CERTIFICATE OF TITLE AS OWNER SIGNS HERE.

By signing below you don't have to pay this debt but you grant us a security interest in the Vehicle to secure payment of everything owed under this Contract. You also agree to all the terms of the Contract with regard to the Vehicle.

Co-Owner Signature

Date

CUT AND GIVE TO CO-SIGNER IF ANY.

NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower does not pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees for collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, etc. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.

Any Co-Signer must receive and a read a copy of this detachable notice before becoming obligated to this Contract.