

Reference Number:  
Date:

PAC Auto Finance  
PO Box 571680  
SLC, UT 84157

## GPS Tracking and Location Information Consent Addendum

### Disclosure Statement and Agreement for Installation of a Starter Interrupt and GPS Tacking Device and Information Location Services

ADDENDUM TO A RETAIL INSTALLMENT CONTRACT

BETWEEN You \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_  
Buyer ("Buyer") ("Co-Buyer") ("Dealership")

This Disclosure Statement and Agreement for Installation of a Starter Interrupt and GPS Device and Information Location Services (the "Agreement") is an addendum to the Motor Vehicle Retail Installment Contract (the "Contract") you signed in connection with your purchase of the vehicle described above ("the Vehicle"). You understand the Vehicle may be equipped with a starter interrupt and GPS device (the "Device") or may require the installation of such Device in the future. Buyer acknowledges that this Agreement and the Contract may be assigned as permitted by law.

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 have been informed of and consent to the holder of the Contract's desire to gain access to your location via GPS tracking, including but not limited to the Device, and your questions have been answered to your satisfaction. By agreeing to participate in this method of determining your location, you consent to the use of your data, generated by any tracking device of the holder of the Contract's choice, to be utilized as they deem necessary, through their normal course of business.
- 2) **You understand that the installation of the Device and your consent herein may be a material condition in order for the Dealership to finance the purchase of the Vehicle. You further understand that you may be able to purchase a vehicle from another dealership without the installation of such a Device.**
- 3) You understand that the Device is the property of the holder of the Contract, until the Contract is paid in full. Once the Contract is paid in full, you may remove the Device.
- 4) You understand that altering, disconnecting, removing or tampering with the Device will be considered a default under this Agreement and the Contract. You may be liable for the 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 from the Vehicle.
- 5) **You understand that if the holder of the Contract does not receive payment as required by the terms of the Contract, or you have breached the terms of the Contract, the Device on the Vehicle may be activated. If the starter interrupt is activated you will not be able to restart the vehicle until you have made the payment and/or satisfied the terms of the Contract that were breached. Payment may be paid in cash, certified or cashier's check, wire transfer or other approved electronic transfer to continue operation of the Vehicle as follows: a) if by mail, the payment must be made to holder of the Contract; b) in person, at a designated payment center; or c) by approved electronic means. If payment is made any other way, holder of the Contract, may refuse to enable the Vehicle until it receives confirmation that the funds have cleared. Once the holder of the Contract receives payment, the Vehicle may be enabled. This is not intended to serve as a waiver of any rights the holder of the Contract 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 which you might have under such law or the Contract (if any).**
- 6) You understand that the Dealership may assign its rights, title and interest in the Contract at any time as permitted by law. The assignment of the Contract will not in any way affect the terms or conditions of this Agreement.
- 7) You understand that only the holder of the Contract or its authorized representatives, are permitted to perform maintenance on the Device or any of its components. Should maintenance or repair to be the Device be required, you agree to make the Vehicle available during normal business hours to Dealership or assignee.
- 8) You acknowledge that you have not been charged, nor have you paid any fee or charge to the holder of the Contract relating to the initial installation of the Device.

**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 prior to signing the Contract and have had any questions regarding the Device answered to your satisfaction. This Agreement is hereby incorporated by reference into the Contract.**

Buyer X \_\_\_\_\_

Co-Buyer X \_\_\_\_\_