



Lessee (and Co-Lessee) - Name and Address (including County):

Lessor - Name and Address:



"Ford Credit" is Ford Motor Credit Company. The **"Holder"** is _____ and its assigns. By signing **"You"** (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease.

New/Used/Demo	Mileage at Delivery	Year/Make/Model	GVW if Truck (lbs.)	Vehicle ID #	Vehicle Use

1. Amount Due At Lease Signing or Delivery (Itemized Below) * \$ _____	2. Monthly Payments Your first monthly payment of \$ _____ is due on _____, followed by _____ payments of \$ _____ due on the _____ day of each month. The total of Your monthly payments is \$ _____	3. Other Charges (not part of Your monthly payment) Disposition fee (if You do not purchase the Vehicle) _____ _____ _____ Total \$ _____	4. Total of Payments (The amount You will have paid by the end of the lease) \$ _____

*** Itemization of Amount Due at Lease Signing or Delivery**

5. Amounts Due At Lease Signing or Delivery: a. Capitalized cost reduction \$ _____ b. First monthly payment _____ c. Refundable security deposit _____ d. Title fees _____ e. Registration fees _____ f. _____ g. _____ h. _____ i. _____ Total \$ _____	6. How the Amount Due At Lease Signing or Delivery will be paid: a. Net trade-in allowance \$ _____ b. Rebates and noncash credits _____ c. Amount to be paid in cash _____ d. _____ _____ Total \$ _____

7. Your monthly payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ _____) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) . . . \$ _____ (Itemized below)** b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost . . . - _____ c. Adjusted capitalized cost. The amount used in calculating Your base monthly payment . . . = _____ d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base monthly payment - _____ e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term . . . = _____ f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts . . . + _____ g. Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge . . . = _____ h. Lease payments. The number of payments in Your lease . . . ÷ _____ i. Base monthly payment . . . = _____ j. Monthly sales / use tax . . . + _____ k. _____ . . . + _____ l. _____ . . . + _____ m. Total monthly payment . . . \$ _____ n. Lease term in months. . . . _____

Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, **You must pay** to Lessor _____ cents per mile for each mile in excess of _____ miles shown on the odometer. See Items 19 and 23 on back for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive credit of _____ cents per unused mile for the number of unused miles between _____ and _____ miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than **\$1.00**.

10. Purchase Option at End of Lease Term
 \$ _____ plus official fees and taxes is Your lease end purchase option price. You have the option to purchase the Vehicle from Lessor in cash for the purchase option price at the end of this lease term if You are not not default.

Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

11. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below:
 Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.

If the Vehicle is of a type normally used for personal use and the Lessor, or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 90 days from the date of this lease, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You understand and agree that there are no such implied warranties, except as otherwise required by state law.

12. OFFICIAL FEES AND TAXES \$ _____. The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

13. LESSOR SERVICES _____ (See Item 18 on back) _____

14. LATE PAYMENTS You will pay a late charge on each payment that is not received within **10 days** after it is due. The charge is **7.5%** of the full amount of the scheduled payment or **\$50.00** whichever is less.

15. LIFE, DISABILITY AND OTHER INSURANCE These coverages are **not required** to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

Life Insurance	Insurer _____	\$ _____	Initial Coverage Amount
	Insured(s) _____	\$ _____	Premium
Disability Insurance	Insured's Signature(s) _____		
	Insurer _____	\$ _____	Monthly Coverage
Other Insurance	Insured _____	\$ _____	Premium
	Insured's Signature _____		
	Type _____		
	Insurer _____	\$ _____	Monthly Coverage
	Insured(s) _____	\$ _____	Premium
	Insured's Signature(s) _____		
	Total Premiums	\$ _____	

****16. Itemization of Gross Capitalized Cost**

Agreed Upon Value of the Vehicle \$ _____	Sales/Use Tax & Other Applicable Taxes + \$ _____	Title Fees + \$ _____	License & Registration Fees + \$ _____	Extended Warranty & Service Contract + \$ _____	Lessor Services + \$ _____	Acquisition Fee + \$ _____
Documentation Fee + \$ _____	Life Insurance Premium + \$ _____	Disability Insurance Premium + \$ _____	_____	_____	_____	Total Gross Capitalized Cost = \$ _____

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Ford Credit.
 Lessee: **X** _____ By: _____ Title: _____
 Co-Lessee: **X** _____ By: _____ Title: _____

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in. (2) You have the right to get a filled-in copy of this lease. You state that You have been given a filled-in copy of this lease at the time You sign it and notice of an assignment of this lease by the Lessor to Holder.
 Lessee: **X** _____ By: _____ Title: _____
 Co-Lessee: **X** _____ By: _____ Title: _____


Lessor is hereby notified that Holder has assigned to "Intermediary," as defined in the Red Carpet Lease Assignment, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.

Lessor accepts this lease and assigns it to Holder under the terms of the Red Carpet Lease - WOR Plan Agreement between Lessor and Holder unless otherwise indicated here: LEV GUARANTY
 Lessor: **X** _____ By: _____ Title: _____


1-800-727-7000	Motor Vehicle Lease Agreement	Lease Date: _____
	Lessee (and Co-Lessee) - Name and Address (including County): _____ _____	
	Lessor - Name and Address: _____ _____	

“Ford Credit” is Ford Motor Credit Company. The “Holder” is _____ and its assigns. By signing “You” (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease.


New/Used/Demo	Mileage at Delivery	Year/Make/Model	GVW if Truck (lbs.)	Vehicle ID #	Vehicle Use

 1. Amount Due At Lease Signing or Delivery (Itemized Below) * \$ _____	2. Monthly Payments Your first monthly payment of \$ _____ is due on _____, followed by _____ payments of \$ _____ due on the _____ day of each month. The total of Your monthly payments is \$ _____	3. Other Charges (not part of Your monthly payment) Disposition fee (if You do not purchase the Vehicle) _____ _____ _____ Total \$ _____	4. Total of Payments (The amount You will have paid by the end of the lease) \$ _____
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7. Your monthly payment is determined as shown below:

	a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ _____) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) . . . \$ _____ (Itemized below)** b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost - _____ c. Adjusted capitalized cost. The amount used in calculating Your base monthly payment = _____ d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base monthly payment - _____ e. Depreciation and any amortized amounts. The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term = _____ f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts + _____ g. Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge = _____ h. Lease payments. The number of payments in Your lease ÷ _____ i. Base monthly payment = _____ j. Monthly sales / use tax + _____ k. _____ + _____ l. _____ + _____ m. Total monthly payment \$ _____ n. Lease term in months. _____
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\$ _____ plus official fees and taxes is Your lease end purchase option price. You have the option to purchase the Vehicle from Lessor in cash for the purchase option price at the end of this lease term if You are not not default.

Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

11. WARRANTY The Vehicle is covered by any warranty, extended warranty or service contract indicated below:

Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.




If the Vehicle is of a type normally used for personal use and the Lessor, or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 90 days from the date of this lease, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You understand and agree that there are no such implied warranties, except as otherwise required by state law.

12. OFFICIAL FEES AND TAXES \$ _____. The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

13. LESSOR SERVICES _____ (See Item 18 on back) _____

14. LATE PAYMENTS You will pay a late charge on each payment that is not received within **10 days** after it is due. The charge is **7.5%** of the full amount of the scheduled payment or **\$50.00** whichever is less.

15. LIFE, DISABILITY AND OTHER INSURANCE These coverages are **not required** to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

 Life Insurance	Insurer _____ \$ _____ Initial Coverage Amount Insured(s) _____ \$ _____ Premium
 Disability Insurance	Insured's Signature(s) _____ Insurer _____ \$ _____ Monthly Coverage Insured _____ \$ _____ Premium
 Other Insurance	Insured's Signature _____ Type _____ Insurer _____ \$ _____ Monthly Coverage Insured(s) _____ \$ _____ Premium Insured's Signature(s) _____ Total Premiums \$ _____

****16. Itemization of Gross Capitalized Cost**

Agreed Upon Value of the Vehicle \$ _____	Sales/Use Tax & Other Applicable Taxes + \$ _____	Title Fees + \$ _____	License & Registration Fees + \$ _____	Extended Warranty & Service Contract + \$ _____	Lessor Services + \$ _____	Acquisition Fee + \$ _____
Documentation Fee + \$ _____	Life Insurance Premium + \$ _____	Disability Insurance Premium + \$ _____	_____ + \$ _____	_____ + \$ _____	_____ + \$ _____	Total Gross Capitalized Cost = \$ _____

SIGNATURES AND IMPORTANT NOTICES

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Ford Credit.

Lessee: _____ By: _____ Title: _____
 Co-Lessee: _____ By: _____ Title: _____

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in. (2) You have the right to get a filled-in copy of this lease. You state that You have been given a filled-in copy of this lease at the time You sign it and notice of an assignment of this lease by the Lessor to Holder.

Lessee: _____ By: _____ Title: _____
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Lessor is hereby notified that Holder has assigned to "Intermediary," as defined in the Red Carpet Lease Assignment, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.

Lessor accepts this lease and assigns it to Holder under the terms of the Red Carpet Lease - WOR Plan Agreement between Lessor and Holder unless otherwise indicated here: LEV GUARANTY

Lessor: _____ By: _____ Title: _____

VEHICLE MAINTENANCE, INSURANCE AND USE

17. VEHICLE USE AND SUBLEASING You will not use, or permit others to use the Vehicle (a) in violation of any law, (b) contrary to the provisions of any insurance policies covering the Vehicle, (c) outside the state where first titled or registered for more than **30** days without Ford Credit's written consent, (d) outside the United States, except for less than **30** days in Canada or (e) as a private or public carrier. You will keep this lease and Vehicle free of all liens and encumbrances. **You will not assign or sublease any interest in the Vehicle or lease without Ford Credit's written consent.**

18. VEHICLE MAINTENANCE AND OPERATING COSTS Proper Vehicle maintenance is Your responsibility. You must maintain and service the Vehicle at Your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. The manufacturer will invalidate warranty coverage on parts affected by a failure to maintain the Vehicle as required by the manufacturer. (See Lessor Services on the front of lease.)

19. DAMAGE REPAIR You are responsible for repairs of **All Damage** which are not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to **Exterior Sheet Metal and Plastic Components**, and to **Vehicle Safety Systems**, including air bag, seat belt and bumper system components. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts or those of equal quality. Discuss this requirement with Your insurance company prior to signing a collision repair estimate or before authorizing any collision repair work.

If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

20. VEHICLE INSURANCE You must insure the Vehicle during this lease. This insurance must be acceptable to Ford Credit and protect You and Holder with **(a)** comprehensive fire and theft insurance with a maximum deductible amount of **\$1,000**; and **(b)** collision and upset insurance with a maximum deductible of **\$1,000**; and **(c)** automobile liability insurance with minimum limits for bodily injury or death of **\$25,000** for any one person and **\$50,000** for any one accident, and **\$10,000** for property damage. If the state in which You title/register the Vehicle establishes or changes the minimum automobile liability insurance limits greater than those listed above for bodily injury or death and property damage insurance, You must insure the Vehicle and the Holder at the higher minimum limits established by the state. **These amounts may not be sufficient to cover all Your liabilities. You may wish to consult Your insurance advisor about obtaining additional coverage.** You will list the loss payee and additional insured as requested by Lessor. You must give Ford Credit evidence of this insurance.

You authorize Ford Credit, on Your behalf, to receive and endorse checks or drafts, and settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You also assign to Holder any other insurance proceeds related to this lease or Holder's interest in the Vehicle.

If You or Ford Credit obtain a refund for amounts paid to third parties for insurance, service contracts, or any other amount paid to a third party included in the Gross Capitalized Cost of this lease, You must pay to the Holder the entire amount of the refund and You authorize the Holder to subtract the refund from the amount You owe under this lease.

LESSOR IS NOT PROVIDING VEHICLE INSURANCE OR LIABILITY INSURANCE

If you title/register the Vehicle in, or change the garage location of the Vehicle to a state where Ford Credit has established minimum automobile liability insurance limits greater than those listed above for bodily injury or death and property damage insurance, You must insure the Vehicle and the Holder at the higher minimum limits established by Ford Credit.

ENDING YOUR LEASE

21. TERMINATION This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor, and (c) the payment by You of all amounts owed under this lease. Ford Credit may cancel this lease if You default.

22. RETURN OF VEHICLE If You do not buy the Vehicle, at lease end You must return it to Lessor unless Ford Credit specifies another place. If You fail to return the Vehicle, You must continue to pay the monthly payments **plus** other damages to Ford Credit, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.

23. STANDARDS FOR EXCESS WEAR AND USE You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) **Tires** which are unmatched, unsafe or have less than **1/8** inch of remaining tread in any place; (b) **Electrical or Mechanical** defects or malfunctions; (c) **Glass, Paint, Body Panels, Trim and Grill Work** that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented or rusted; (d) **Interior** rips, stains, burns or worn areas; and (e) **All Damage** which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts or those of equal quality. Your use or repair of the Vehicle must not invalidate any warranty. If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

24. ODOMETER STATEMENT Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease.

25. VOLUNTARY EARLY TERMINATION AND RETURN THE VEHICLE You may terminate this lease early, if You are not in default, by returning the Vehicle to Lessor and paying the following: (a) an early termination fee of **\$200, plus** (b) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, **plus** (c) all other amounts then due under this lease. You will never pay more than the sum of the remaining unpaid lease payments, plus any excess wear and use and mileage charges, and all other amounts then due under this lease.

VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE You may purchase the Vehicle from Lessor at any time for the sum of the remaining payments, less any unearned Rent Charges, plus the purchase option price and all other amounts then due under this lease.

Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent Charges earned in that month on an **actuarial basis**. Rent Charges are earned when due. Lessor or Ford Credit will provide You with a written explanation of the actuarial method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and the Lessor, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within **10** days from termination from an independent third party agreeable to Ford Credit, or (c) if not established by agreement or appraisal, the net amount received by Ford Credit upon the sale of the Vehicle at wholesale.

Please contact Ford Credit at 1-800-727-7000 or www.fordcredit.com if You have any questions regarding terminating Your Red Carpet Lease.

DEFAULT AND LOSS OF VEHICLE

26. DEFAULT You will be in default if (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.

If You are in default, Ford Credit may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Ford Credit the right to go on Your property to peacefully retake the Vehicle. Even if Ford Credit retakes the Vehicle, You must still pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the sale of the Vehicle, **plus** (b) all other amounts then due under this lease. The value which could be realized at the sale of the Vehicle at Your option will be: (a) the net amount received by Ford Credit upon the sale of the vehicle at wholesale, or (b) as determined by a professional appraisal obtained by You at Your expense within **10** days from default, from an independent

third party agreeable to Ford Credit. You must also pay all expenses, including reasonable attorney's fees, payable by Ford Credit to obtain, hold and sell the Vehicle, collect amounts due and enforce Holder's rights under this lease. You authorize Ford Credit to cancel Your insurance and apply any proceeds to Your obligation.

27. LOSS OR DESTRUCTION OF VEHICLE If the Vehicle is stolen or destroyed, You will pay to Ford Credit: (a) the Unpaid Adjusted Capitalized Cost, **plus** (b) all other amounts then due under this lease, **minus** (c) any insurance proceeds received by Ford Credit. Gap Waiver: If You had in effect the insurance required under this lease and Ford Credit receives the full proceeds, You will pay to Ford Credit: (a) any past due monthly lease payments, **plus** (b) the amount of the applicable insurance deductible, **plus** (c) all other amounts then due under this lease. Even if the Vehicle is insured, until Ford Credit receives the appropriate amount above, You are responsible for the scheduled monthly payments.

ADDITIONAL INFORMATION

28. ASSIGNMENT AND ADMINISTRATION When You and Lessor sign this lease, Lessor will assign it to Holder. Ford Credit or a substitute will administer this lease. You must then pay all amounts due under this lease to Ford Credit.

If Ford Credit is not the Holder of this lease, Holder has appointed Ford Credit as its agent. As agent for Holder, Ford Credit has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, You will look only to the Lessor for these services.

29. TAXES You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.

30. TITLING The Vehicle will be titled in the name of Holder. You will register the Vehicle as directed by Ford Credit. You will pay all license, title and registration costs.

31. LIFE INSURANCE If Ford Credit receives the benefits paid under any life insurance described on the reverse side, this lease will continue if there is a Co-Lessee. Any Co-Lessee will pay when due all amounts not paid by the insurance. If there is no Co-Lessee, Ford Credit will accept a reasonable replacement designated by Your estate who agrees in writing to perform Your obligations not covered by the insurance.

32. INDEMNITY You will indemnify and hold harmless Lessor, Ford Credit and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You will promptly pay all fines and tickets imposed on the Vehicle or its driver. If You do not pay, You will reimburse Ford Credit and pay a **\$20** administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.

33. SECURITY DEPOSIT Your security deposit may be used by Ford Credit to pay all amounts that You fail to pay under this Lease. You will not receive any interest, profits or other earnings on Your security deposit(s).

34. CONSUMER REPORTS: You authorize Ford Credit to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this lease.

35. GENERAL Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth on the front of the lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be good.

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY
ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Lessor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Such Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitrability of any issue; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP

If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- **RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY**
- **RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION**
- **BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT**
- **RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR**
- **OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT**

Rights You And We Do Not Give Up: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the ownership interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of law review whether the arbitrator exceeded its authority.

Either Party must contact any association below and the other Party to start arbitration. The applicable rules (the "Rules") may be obtained from the association.

- American Arbitration Association ("AAA"), at 1-800-778-7879, or www.adr.org;
- J.A.M.S./Endispute, at 1-800-448-1660, or www.jamsadr.com;
- National Arbitration Forum, at 1-800-474-2371, or www.arb-forum.com.

If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the Federal Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. We will pay your total reasonable arbitration fees and expenses (not including attorney fees, except where applicable law otherwise provides) in excess of \$125. We will pay the whole filing fee if we demand arbitration first. Any portion of this arbitration clause that is unenforceable shall be severed, and the remaining provisions shall be enforced.