



Powered by AUTRELLA

# NEW AND USED MOTORCYCLE EXTENDED SERVICE AGREEMENT

NO. \_\_\_\_\_  
(Last 8 digits of VIN)

## CUSTOMER INFORMATION

AGREEMENT HOLDER'S NAME		TELEPHONE NUMBER	EMAIL ADDRESS	
STREET ADDRESS		CITY	STATE	ZIP CODE

## COVERED MOTORCYCLE INFORMATION

YEAR	MAKE	MODEL	MOTORCYCLE IDENTIFICATION NUMBER
MOTORCYCLE MILEAGE ON DATE OF SALE		MANUFACTURER'S IN-SERVICE DATE	RETAIL SALES PRICE \$

## SELLING DEALER INFORMATION

NAME OF SELLING DEALER <b>Discount ESP</b>		TELEPHONE NUMBER <b>844-778-9175</b>
ADDRESS OF SELLING DEALER <b>P.O. Box 322, Naples, FL 34106</b>		DEALER NUMBER
LIENHOLDER NAME	LIENHOLDER ADDRESS	
SELLING DEALER SIGNATURE		

**I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS EXTENDED SERVICE AGREEMENT.**

CUSTOMER'S SIGNATURE

DATE OF SALE

**Contract Approval Is Pending Completed Vehicle Inspection**

## CONTRACT PLAN/TERM SELECTION

This Extended Service Agreement expires by time from the Manufacturer's Warranty expiration for New Motorcycles or from the Date of Sale for Used Motorcycles. Manufacturer's Warranty expires on \_\_\_\_\_

<b>NEW MOTORCYCLES</b> Maximum Years from Expiration of Manufacturer's Warranty	<b>USED MOTORCYCLES</b> Maximum Years from Date of Sale
<input type="checkbox"/> 1 YEAR / UNLIMITED MILEAGE <input type="checkbox"/> 2 YEARS / UNLIMITED MILEAGE <input type="checkbox"/> 3 YEARS / UNLIMITED MILEAGE <input type="checkbox"/> 4 YEARS / UNLIMITED MILEAGE <input type="checkbox"/> 5 YEARS / UNLIMITED MILEAGE	<input type="checkbox"/> 1 YEAR / UNLIMITED MILEAGE <input type="checkbox"/> 2 YEARS / UNLIMITED MILEAGE <input type="checkbox"/> 3 YEARS / UNLIMITED MILEAGE <input type="checkbox"/> 4 YEARS / UNLIMITED MILEAGE <input type="checkbox"/> 5 YEARS / UNLIMITED MILEAGE
EXPIRATION DATE FOR EXTENDED SERVICE AGREEMENT	

If no boxes have been indicated, coverage will be in effect for one (1) year from the Expiration of Manufacturer's Warranty for New Motorcycles and one (1) year from the Date of Sale for Used Motorcycles. From the Date of Purchase of the Extended Service Agreement, a 30-day, 300-mile claims hold will also be in effect.

<b>DEDUCTIBLE</b> Amount Per Repair Visit <b>\$50                      \$100</b>	<b>EXTENDED SERVICE AGREEMENT PRICE</b> <b>\$ _____</b>
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If no deductible is selected above, then the deductible is \$100

### OPTIONAL COVERAGE

- TIRE AND WHEEL COVERAGE / UNLIMITED MILEAGE
- PERFORMANCE PLUS PACKAGE
- BATTERY PROTECTION

This optional coverage is provided only if the box is checked and additional surcharge is paid.

**PLEASE REFER TO PAGE 3 OF THIS EXTENDED SERVICE AGREEMENT FOR SPECIFIC COVERAGE INFORMATION.**

ANY MODIFICATION, ALTERATION, OR CHANGE TO THE PREPRINTED TERMS AND CONDITIONS OF THIS EXTENDED SERVICE AGREEMENT IS INVALID AND OF NO FORCE OR EFFECT. THE PURCHASE OF THIS EXTENDED SERVICE AGREEMENT IS NOT REQUIRED EITHER TO PURCHASE OR TO OBTAIN FINANCING FOR A MOTORCYCLE. THIS AGREEMENT IS NOT AN INSURANCE POLICY, IT IS AN EXTENDED SERVICE AGREEMENT BETWEEN YOU AND THE PROVIDER, AUTRELLA ASSURANCE INC. ALL OBLIGATIONS AND LIABILITIES FOR REPAIRS COVERED BY THIS EXTENDED SERVICE AGREEMENT ARE THOSE OF AUTRELLA ASSURANCE INC. AND NOT THE SELLING DEALER.

### MAINTENANCE RESPONSIBILITIES

If you fail to perform the manufacturer's recommended maintenance, such as oil changes and other periodic services, and your failure to do so causes a breakdown, this will result in loss of your protection under this Extended Service Agreement. Maintenance records from the Date of Sale supported by receipts indicating dates, mileage, and services performed must be kept by the purchaser or subsequent owner of this Extended Service Agreement and made available to the Selling Dealer and/or the Administrator, Autrella Assurance Inc., upon request.

### WHAT TO DO WHEN REPAIRS ARE REQUIRED

If your Manufacturer's New Motorcycle Warranty is still in effect, contact the Selling Dealer. After the Expiration of your Manufacturer's New Motorcycle Warranty and if your motorcycle is within 40 miles of the Selling Dealer, you must deliver your motorcycle to the Selling Dealer at the address shown above. If your motorcycle is more than 40 miles from the Selling Dealer, or the Selling Dealer is no longer at that address, call the Administrator for instructions before you deliver your motorcycle to a licensed repair facility. You must authorize the licensed repair facility to perform necessary diagnostic work so that the licensed repair facility can provide an accurate estimate of repair. To ensure coverage under the terms of this Extended Service Agreement, authorization must be obtained prior to repair. Call the toll-free claims number listed below between the hours of 7 a.m. and 7 p.m. Central Time (CT) Monday-Friday and 9 a.m. to 3:30 p.m. CT on Saturdays.

### EMERGENCY REPAIRS

If repairs to a covered component are required outside normal business hours (i.e., on a weekend or holiday), you should deliver your motorcycle to a licensed repair facility and have the necessary repairs performed on your motorcycle at a reasonable and customary charge. On the next business day (or as soon as reasonably possible), you should report the repairs to the Administrator by calling the toll-free claims number listed below. To obtain a reimbursement for emergency repairs, you must also call the toll-free claims number below. Emergency repairs are defined as repairs required to enable your motorcycle to be driven.

<b>CUSTOMER'S SIGNATURE</b>	I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS EXTENDED SERVICE AGREEMENT.	DATE
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**PLEASE NOTE THAT AUTHORIZATION IS REQUIRED PRIOR TO THE COMMENCEMENT OF ANY AND ALL REPAIRS.  
FOR CLAIMS INFORMATION, CALL +1 (833) 428-8735.**

This contract does not cover any condition that can be reasonably assumed to have existed prior to the purchase date of this contract.

### WHAT IS COVERED

Upon payment of the deductible amount per repair visit indicated on the front of this Extended Service Agreement and before the expiration of this Extended Service Agreement, the Selling Dealer will make necessary repairs to covered components for the covered motorcycle. Replacement of any part may be made with new parts or with parts of like kind and quality at the time of breakdown, including used parts or remanufactured or non-original manufacturer's parts, at the option of the Administrator. Coverage under this Extended Service Agreement includes the parts of the components listed below and originally covered under the Manufacturer's Warranty. **Items listed under "What Is Not Covered" are excluded.**

### NEW AND USED MOTORCYCLE COVERAGE

Engine, Transmission, Primary Drive, Suspension, Steering Assembly, Brake System, Fuel System, Cooling System, Electrical System, Instruments and Gauges, Seals and Gaskets, and Touring Package

### TOURING PACKAGE

- 1. Audio Entertainment Group**  
Coverage limited to these listed parts: Receiver, tape deck, and CD player
- 2. CB Radio/Intercom**  
Coverage limited to these listed parts: Transmitter/receiver, headset, microphone, console pod, and cables and jacks
- 3. Fairing Hardware**  
Coverage limited to these listed parts: Mounting hardware, brackets, switches, covers, and latches and hinges
- 4. Saddlebag/Travel Trunks**  
Coverage limited to these listed parts: Bags, travel trunks, latches, hinges, and mounting hardware

### ADDITIONAL BENEFITS

- 1. Rental Reimbursement**  
If your motorcycle breaks down and becomes inoperative/unsafe to drive and must remain in the shop overnight, we will reimburse you for rental vehicle charges. The limit to this reimbursement per claim is \$350.00, not to exceed \$35.00 per 24-hour period. You must incur this expense between the date of the breakdown and the date on which covered repairs are completed. You must rent the substitute vehicle from a licensed rental agency. Rental receipts are required for reimbursement.
- 2. Pick-Up Reimbursement**  
If your motorcycle breaks down and becomes inoperative/unsafe to drive, we will reimburse you for pick-up charges incurred from a third party that is licensed to tow or pick up motorcycles that are not reimbursed to you by any road club or insurance policy or covered by the manufacturer's new motorcycle warranty. The limit to this reimbursement per claim is \$100.00. Valid receipts for towing/pick-up service are required for reimbursement.
- 3. Travel Lodging Reimbursement**  
If your motorcycle breaks down and becomes inoperative/unsafe to drive, you are stranded overnight, and covered repairs are completed more than 100 miles from your home, we will reimburse you for the lodging and meal expenses you incur between the date of breakdown and the date on which covered repairs are completed. The limit of this reimbursement per claim is \$300.00, not to exceed \$100.00 per 24-hour period. Valid receipts are required for reimbursement.

**These additional benefits are not subject to the deductible.**

### OPTIONAL COVERAGE

These optional coverages are provided only if the box on the front of this Extended Service Agreement is checked and additional surcharge is paid.

### TIRE AND WHEEL COVERAGE

We will pay for the costs to repair or replace the original equipment or like replacement tires and/or wheels of your motorcycle that fail due to contact with a road hazard (pothole or debris on the road surface, such as a nail, rock or tree limb). Pick-up, rental and travel lodging benefits apply to covered tire and wheel claims.

**Exclusions to this coverage include:** pre-existing conditions, normal wear and tear, damage due to collision (except road hazards described above), overloading based on the manufacturer's specifications, replacement covered by manufacturer, replacement exceeding manufacturer's specification for the motorcycle, dry rot, fire, flood, vandalism, acts of God; abnormal wear; and any consequential damage resulting from tire or wheel failure when tires have less than 3/32 of an inch of tread remaining at the time of failure. This coverage begins upon completion of the claims hold period or on the Date of Sale if no claims hold is indicated and expires according to the term selected.

### PERFORMANCE PLUS PLAN

We will pay for the costs to repair or replace performance or aftermarket power train and suspension components not covered under a Manufacturer's Warranty, provided these items are listed as an approved vendor below. An approved build sheet providing specific part information along with all

pertinent measurements and specifications must be provided prior to meeting qualifications for this coverage. Proper tuning by a qualified dyno tuner is required. All claims that fall under this coverage are subject to a \$50.00 administrative surcharge on top of the \$50.00 deductible.

**Exclusions to this coverage include:** damage to collision; replacement covered by manufacturer; damage due to fire, flood, vandalism, neglect, abuse, or acts of God; and any consequential damage resulting from failure. This coverage begins on the Date of Sale and expires according to the term selected. This contract is non-transferable to a new owner or rider. All other coverage details apply.

**Approved vendor list:** Pro Twin Performance, Jim's USA, Fueling Parts, Darkhorse Crankworks, S&S, Zipper's Performance Products, T-Man Performance, Wood Performance, KB Pistons, CP Pistons, Dynojet, HPI, Baker Drivetrain, Comet Gaskets, Bitubo Suspension, JRI, Legend Suspension, Progressive Suspension, and Ohlins

### BATTERY PROTECTION

We will pay for the cost of a replacement battery if the battery fails under normal operating conditions. Replacement will only be approved if an attempt to fully charge the battery is made and documentation of a failed load test can be provided. This coverage does not take effect until 60 days from the date of purchase of your plan. Maximum lifetime coverage under this optional coverage is \$1,200.00.

**Exclusions to this coverage include:** Improper jumping/charging; replacement covered by manufacturer; improper installation; loose or corroded battery terminal hardware; overloading; and lack of maintenance.

**You must submit all required documents to the Administrator within 90 days of date of loss before any claim can be processed for reimbursement. These documents must include accurate dates and mileage and detailed descriptions of the parts and services performed, as well as the specific charges. These documents may include repair orders, rental car bills, and other receipts evidencing amounts claimed under this Extended Service Agreement.**

### WHAT IS NOT COVERED

Any items not listed under the "What Is Covered" section of the specific plan you selected on the front of this Extended Service Agreement. Incidental or consequential damages or loss caused by breakdown of components (or otherwise), including property damage, personal injury, inconvenience, loss of motorcycle use, and damage to a covered part by a non-covered part. The following is also not covered:

- Any loss or expense if your motorcycle is used or equipped for towing, delivery or emergency purposes
- Competitive driving, racing, contests of speed; or overloading (including occupants, cargo, or tow loads) in excess of the maximum weights specified in your manufacturer's owner's manual
- Any damage due to collision or upset, breakage of glass, missile or falling objects, fire theft, larceny, explosion, earthquake, windstorm, hail, water, flood, mold, rust, corrosion, contamination, foreign objects, malicious, malicious mischief, vandalism, riot or civil commotion, lightning, nuclear contamination, freezing, smoke, or any loss normally covered by a motorcycle insurance policy, including injury or death to any person or people
- Any breakdown covered by any limited warranty, Manufacturer's Warranty, recalls, campaigns, repairer's guarantee, road club, or any other guarantee, warranty, or insurance policy
- Any part which the United States Environmental Protection Agency ("EPA") has determined is emissions-related, that is included on a current list published by the EPA of such parts, and is within the EPA time and mileage emissions warranty period
- Any expense for the modification of, or alteration to, existing parts necessitated by the replacement of obsolete, superseded, or unavailable current parts
- Any breakdown caused by sludge buildup, contaminants, foreign objects, improper amount or type of fluids, lubricants, or failure to perform the required maintenance as indicated in the "Maintenance Responsibilities" provision on the front of this Extended Service Agreement
- Any oil consumption or loss of compression or cylinder wear (Used Motorcycles only)
- Any damage resulting from continued operation of an impaired motorcycle or caused by your failure to take reasonable precautions to prevent further damage when an apparent problem exists
- Any repair in which it is determined that there is reasonable mechanical probability that the issue was present prior to contract purchase or claims hold period completion

### NON-COVERED PARTS

**This contract does not cover and we will not pay for:** Antenna mast and mirrors; Final drive chain or belt and rear sprocket; Clutch discs, plates, or springs; Audio speakers and wiring; Frame (except integral oil/fuel tanks); Cellular telephone; Glass, lenses, sealed beams, and lightbulbs; Battery, fuses, and fusible links; Mufflers or baffles; Belts, hoses, lines and clamps; Body parts, windshield, and their mounts; Sidecar (except as listed under Touring Package); Brake pads; Spark plugs and plug wires; Exhaust system rust out or discoloration; Tires, wheels, and spokes (unless optional Tire and Wheel coverage is purchased and only in conjunction with a covered tire and wheel repair); Fairing (except as listed under Touring Package); Trailer hitch; Filters and filter housing; and Trim, upholstery, and paint.

### NON-COVERED SERVICES

**This contract does not cover and we will not pay for:** Alignment of body parts; Removal of carbon, sludge, varnish or other contaminants; Cleaning of cooling system; Replacement or addition of fluids and lubricants; Cleaning of fuel system; Scheduled maintenance services; Correction of water leaks, squeaks, and rattles; Transmission service; Engine tune-up; Wheel balancing or spoke adjustment (unless optional Tire and Wheel coverage is purchased and only with a covered tire and wheel repair); and Ignition/fuel system adjustments and calibrations.

### LIMITS OF LIABILITY

The total of all benefits paid or payable under this Extended Service Agreement shall not exceed the Retail Sales Price of the motorcycle excluding taxes, title, and licenses cost of the motorcycle. The total benefits payable for any single repair or replacement shall not exceed \$5,000.00 or the actual cash value of the motorcycle immediately prior to the breakdown, whichever is less. This determination will be made using the most current National Automobile Dealers Association (NADA) Used Motorcycle Appraisal Guide for your motorcycle.

### CANCELLATION

**In the event the covered motorcycle is repossessed, declared a total loss, or you elect to give notice of cancellation, this Extended Service Agreement shall terminate.** This Extended Service Agreement may only be terminated or cancelled upon your or the Lienholder's request to the Administrator containing the following information: The Extended Service Agreement number; motorcycle identification number; and make and model of your motorcycle. If you cancel this Extended Service Agreement within 60 days of its Date of Sale and no claims have been made, a full refund will be paid. If you cancel this Extended Service Agreement after 60 days of the Date of Sale or after a claim has been made, a pro-rata refund, less a \$50 cancellation fee for the unexpired portion of this Extended Service Agreement, will be paid. The amount of the refund will be calculated as follows: The Retail Sales Price of this Extended Service Agreement shall be multiplied by the fraction obtained by dividing the number of months this Extended Service Agreement has been in effect since the Date of Sale by the difference between the maximum number of months covered under this Extended Service Agreement and the number of months the motorcycle was in service prior to the Date of Sale of this Extended Service Agreement. The difference between the numbers so obtained and the Retail Sales Price of this Extended Service Agreement, less the cancellation fee, is the amount of the refund. A like refund will be paid for termination of this Extended Service Agreement if your motorcycle is declared a total loss or repossessed. In the event of repossession, the Lienholder will be the sole payee. In the event that this Extended Service Agreement is properly transferred to an individual person purchasing your motorcycle, this Extended Service Agreement may not be canceled by the new owner of the covered motorcycle under any circumstance.

### CANCELLATION FEE

The Cancellation Fee is \$50.00. **See State Guidelines regarding your rights, privileges, and conditions governing cancellation of this Extended Service Agreement in your state.**

### TRANSFER OF MOTORCYCLE OWNERSHIP

In the event you sell the covered motorcycle, this Extended Service Agreement shall terminate. You may apply for a transfer to the new owner. Submit immediately (within 15 days of the change in ownership) to the Administrator in writing, along with the Transfer Fee of \$50.00, the following: The Extended Service Agreement number, motorcycle identification number, mileage, make and model of the motorcycle, date of sale of the motorcycle, and the name and address of both yourself and the new owner of the covered motorcycle. This Extended Service Agreement may not be assigned separately from the covered motorcycle nor can it be assigned to a new or used car dealer or anyone other than an individual purchasing the motorcycle for personal use. Copies of maintenance records on the covered motorcycle must be obtained from the original owner by a new owner. To ensure coverage under the Manufacturer's Warranty and under this Extended Service Agreement, contact the Administrator or an Authorized Dealer who

is franchised by the manufacturer of the covered motorcycle to assure transfer of the manufacturer's warranty. In the event this Extended Service Agreement is properly transferred to a new owner of the covered motorcycle, this Extended Service Agreement may not be transferred by the new owner of the covered motorcycle to any subsequent owner under any circumstance.

### RESPONSIBILITIES FOR BENEFITS

ALL BENEFITS PROVIDED UNDER THIS AGREEMENT ARE SOLELY THE OBLIGATION OF AUTRELLA ASSURANCE INC.

**CUSTOMER NOTICE: SEE STATE GUIDELINES FOR DETAILS OF YOUR STATE NOTICES AND PROTECTIONS REGARDING YOUR CLAIMS AND OTHER RIGHTS PROVIDED UNDER THIS EXTENDED SERVICE AGREEMENT.**

The following State Guidelines apply if your Extended Service Agreement was purchased in one of the following states and supersede any other provision herein to the contrary.

### ALABAMA

If you cancel this Extended Service Agreement, you will be provided a pro-rata refund less an administrative fee of \$25.00. In the event that the Provider initiates a cancellation, the \$25.00 administrative fee will not be applied. A 10% penalty per month will be added to any refund that is not paid or credited within 45 days of your return of the Extended Service Agreement to the Selling Dealer.

### ALASKA

This Extended Service Agreement does not provide coverage for damages for bad faith, punitive or exemplary damages, personal injury including bodily injury, property damage (except as specifically stated in the Extended Service Agreement), and attorney fees.

### ARIZONA

The Selling Dealer will perform, or arrange to have performed, any repair services promised within a reasonable time and competent and workmanlike manner. **CANCELLATION FEE:** \$25.00

### CALIFORNIA

**DEFINITIONS:** The definition of "Breakdown" is deleted and replaced with the following: "Breakdown" means the failure of any original or like replacement part due to defects in material and workmanship covered by this Service Contract to perform its intended function(s) in normal service, providing it has received all scheduled maintenance as recommended in the Owner's Manual. Breakdown does not include the gradual reduction in operating performance caused by wear and tear where a failure has not occurred. The definition of "Repair Facility" is amended to include: If a franchised powersports dealer or licensed repair facility does not provide a written parts and labor guarantee of 30 days, the Administrator will refer your vehicle to a franchised powersports dealer or licensed repair facility that provides a written parts and labor guarantee for covered repairs of 30 days or greater. **EXCLUSIONS:** Exclusion 34 is deleted in its entirety. Exclusion 40 is deleted in its entirety and replaced with the following: **FOR TOWING FROM AN UNLICENSED REPAIR FACILITY. GENERAL PROVISIONS: Subrogation** is deleted in its entirety. **GENERAL PROVISIONS – Cancellation – Cancellation By Us** is deleted in its entirety and replaced by the following: If we cancel this Service Contract, we will mail you written notice at least 60 days prior to cancellation. We may cancel this Service Contract for any reason within 60 days of the Service Contract Purchase Date. After 60 days, we may cancel this Service Contract: (a) If there has been a material misrepresentation or fraud by you; or (b) If you do not pay the Service Contract Price. **GENERAL PROVISIONS – Cancellation – Refunds** is deleted in its entirety and replaced by: If this Service Contract is cancelled within the first 60 days of the Service Contract Purchase Date and a claim has not been incurred, a 100% refund of the Service Contract purchase price will be made. After 60 days or if you have incurred a claim, a pro-rata refund of the unused months will be made. The pro-rata refund will be calculated by multiplying the Service Contract price by the percentage of the unused months compared to the total months of your Service Contract Term, less a cancellation fee of \$25.00 or 10% of the purchase price, whichever is less. No administrative fee will be charged within the first 60 days of cancellation from the Service Contract Purchase Date. If the Service Contract is canceled by us, no administrative fee will be charged. **GENERAL PROVISIONS – Insurance** is deleted in its entirety and replaced by the following: Performance to you under this Service Contract is guaranteed by a California approved insurance company. Y

### CONNECTICUT

The expiration date of this Service Contract shall automatically be extended by the duration that the Vehicle is in the custody of a Repair Facility while being repaired. If you purchased this Contract in Connecticut, you may pursue arbitration to settle disputes between yourself and the provider of this Contract. You may mail your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Contract.

### GEORGIA

**EXCLUSIONS:** Exclusion 10 – Breakdowns caused by sludge will not be excluded. Exclusion 14 – Only applies to parts or systems modified by you or with your knowledge. Exclusion 32 – Applies only to pre-existing conditions that were known by you. **GENERAL PROVISIONS – Cancellation – Refunds:** The cancellation fee will be \$50.00 or 10% of the unearned pro-rata Service Contract Price, whichever is less. If you cancel this Service Contract and do not receive a refund within 60 days of such cancellation, we must include a 25% penalty of the amount of the return and interest at 18% per annum, with penalties and interest, limited to 50% of the refund.

### HAWAII

**GENERAL PROVISIONS – Cancellation – Refunds:** If you cancel this Service Contract within the first 30 days and claim has not been incurred, a 10% penalty will be added to a refund not paid within 45 days of return of this Service Contract.

### IDAHO

Coverage afforded under this Service Contract is not guaranteed by the Idaho Insurance Guarantee Association.

### ILLINOIS

**GENERAL PROVISIONS – Cancellation – Refunds:** is amended as follows: All cancellations are subject to a \$50.00 dollar cancellation fee or 10% of the Contract purchase price, whichever is less.

### INDIANA

Your proof of payment to the Selling Dealer for this Service Contract shall be considered proof of payment to the insurance company, which guarantees our obligations to you, providing such insurance was in effect at the time you purchased this Service Contract.

### IOWA

This Service Contract is subject to the applicable provisions of the Iowa Consumer Credit Code, Chapter 357. If you have questions regarding your Service Contract, you may address them to the Iowa Insurance Commissioner at Iowa Insurance Division, 601 Locust Street, 4th Floor, Des Moines, IA 50309-3738. **WHAT THIS SERVICE CONTRACT COVERS** is amended to include: Used parts will not be used to replace covered parts without prior written authorization from you. Rebuilt parts will not be used to replace covered parts unless the parts are rebuilt according to national standards recognized by the Insurance Division. **GENERAL PROVISIONS – Cancellation – Refunds** is amended to include: If you **cancel** this Service Contract within 60 days of the Service Contract Purchase Date and you have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid within 30 days of return of this Service Contract. The sentence "All refunds will be paid to the Lienholder if any, otherwise to you." is revised to read "All refunds will be paid to the Lienholder if any, otherwise to you."

### KENTUCKY

Emergency Roadside Assistance is not available in Kentucky.

### LOUISIANA

**GENERAL PROVISIONS – Cancellation – Refunds** is deleted in its entirety and replaced by the following: If this Service Contract is cancelled within 30 days of the Service Contract Purchase Date, a 100% refund of the Service Contract Price will be made. After 30 days, a pro-rata refund of the unused Months or unused Miles will be made. The pro-rata refund will be calculated by multiplying the Service Contract Price by the lesser percentage of the unused Months or unused Miles compared to the total Months or total Miles of Your Service Contract Term, less an administrative fee of \$50. All refunds will be paid to the Lienholder if any, otherwise to you.

### MARYLAND

**GENERAL PROVISIONS – Cancellation – Refunds:** A 10% penalty per month will be added to a refund that is not paid or credited to you within 45 days after you return the Agreement to us.

### MICHIGAN

If the performance of this Agreement is interrupted because of a strike or work stoppage at the Selling Dealer or Repair Facility, the effective period of this Agreement shall be extended for the period of the strike or work stoppage.

### MINNESOTA

**GENERAL PROVISIONS – Cancellation – Refunds:** A 10% penalty per month will be added to a refund that is not paid or credited to you within 45 days after you return the Agreement to us.

### MISSOURI

**GENERAL PROVISIONS – Cancellation – Cancellation By You** is amended to include: If you cancel this Service Contract within 30 days of the Service Contract Purchase Date and you have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract. Cancellation by you will become effective as of the date the written notice of your cancellation is received by us. We will mail you written notice of our receipt and resulting cancellation of your Service Contract within 45 days of the date of cancellation. **GENERAL PROVISIONS – Insurance** is amended to include: A claim against the Provider may also include a claim for return of the unearned Provider fee.



### NEVADA

**GENERAL PROVISIONS – Service Contract Term** is amended to include: This Service Contract is not renewable. **GENERAL PROVISIONS – Cancellation – Cancellation by Us:** We may only cancel this Service Contract after 70 days for the following reasons: (a) If you do not pay the Service Contract Price; (b) If you are convicted of a crime that results in an increase in the risk covered under this Service Contract; (c) If there has been a material misrepresentation or fraud; or (d) If we discover an act or omission by you, or a violation by you of any terms or conditions of this Service Contract, after the Service Contract Purchase Date, that substantially and materially increases the risk covered under this Service Contract. **GENERAL PROVISIONS – Cancellation – Refunds** is amended to include: If you **cancel** this Service Contract within 30 days of the Service Contract Purchase Date and you have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract.

### NEW HAMPSHIRE

If you have any questions regarding this Contract, you may contact the Administrator by mail or by phone. Refer to the Contract for the address and toll-free number. New Hampshire residents only; In the event you do not receive satisfaction under this Contract, you may contact the New Hampshire Insurance Commissioner at the following address or phone number: New Hampshire Insurance Department, 21 Fruit Street, Suite 14, Concord, NH 03301; +1 (603) 271-2261.

### NEW JERSEY

**GENERAL PROVISIONS – Cancellation – Refunds:** The following is added to this section: A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after return of the contract to us. In the event of this occurring, we will cancel the Contract.

### NEW MEXICO

**GENERAL PROVISIONS – Service Contract Term** is amended to include: This Service Contract is not renewable. **GENERAL PROVISIONS – Cancellation – Cancellation By Us** is amended as follows: We may only cancel this Service Contract after 70 days for the following reasons: (a) If you do not pay the Service Contract Price; (b) If you are convicted of a crime that results in an increase in the risk covered under this Service Contract; (c) If there has been a material misrepresentation or fraud; or (d) If we discover an act or omission by you, or a violation by you of any terms or conditions of this Service Contract, after the Service Contract Purchase Date, that substantially and materially increases the risk covered under this Service Contract. **GENERAL PROVISIONS – Cancellation – Refunds** is amended to include: If you cancel this Service Contract within 30 days of the Service Contract Purchase Date and you have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid within 60 days of return of this Service Contract.

### NEW YORK

**GENERAL PROVISIONS – Cancellation – Refunds** A 10% penalty per month will be added to a refund that is not paid by us within 30 days after your return of the Contract to us.

### NORTH CAROLINA

**GENERAL PROVISIONS – Cancellation – Refunds** If you cancel this Service Contract within 30 days of the Service Contract Purchase Date and you have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid within 60 days of return of this Service Contract. If you cancel this Contract after the first 30 days, you will receive a pro-rata refund of the Contract purchase price less the cost of repairs made and less an administrative fee of 10% of the Contract purchase price up to \$50.00.

### OHIO

This Service Contract is not insurance and is not subject to the insurance laws of the state of Ohio.

### OKLAHOMA

Coverage afforded under this Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **This Service Contract is not issued by the manufacturer or a wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company.** Oklahoma service warranty statutes do not apply to commercial use reference in service warranty contracts. **GENERAL PROVISIONS – Cancellation By Us:** If we cancel this Service Contract, we will mail you written notice at least 30 days prior to cancellation. The pro-rata refund will be 100% of the unearned pro-rata premium. All refunds will be paid to the Lienholder if any, otherwise to you. If this Service Contract is financed and your vehicle is a total loss or is repossessed, you authorize your Lienholder (shown on the Information Schedule) to cancel this Service Contract and receive the refund. **GENERAL PROVISIONS – Cancellation – Refunds:** If you cancel this Service Contract within the first 30 days of the Service Contract Purchase Date and have not incurred a claim, you will receive 100% of the unearned pro-rata premium. If you cancel this Service Contract after 30 days or have incurred a claim within the first 30 days, you will receive a refund based on 100% of the unearned pro-rata premium less 10% of the unearned pro-rata premium or \$50, whichever is less. All refunds will be paid to the Lienholder if any, otherwise to you.

### SOUTH CAROLINA

If you have questions, concerns or complaints regarding your Service Contract, you may address them to: South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29201-3105 (+1 (803) 737-6180). **GENERAL PROVISIONS – Cancellation – Refunds** is amended to include: If you cancel



this Service Contract within 30 days of the Service Contract Purchase Date and you have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract.

### TEXAS

Unresolved complaints or questions concerning the regulation of service contracts may be directed to the Texas Department of Licensing and Regulation at P.O. Box 12157, Austin, TX 78711 (+1 (800) 803-9202). **GENERAL PROVISIONS – Cancellation – Cancellation by Us:** If this Service Contract is canceled by us, no administrative fee will be charged. **GENERAL PROVISIONS – Cancellation – Refunds** is amended to include: If you cancel this Service Contract within 30 days of the Service Contract Purchase Date and you have not incurred a claim, this Service Contract shall be void and a 100% refund of the Service Contract Price will be made. A 10% penalty per month shall be added to any refund on a voided Service Contract that is not paid within forty-five (45) days of return of this Service Contract.

### UTAH

Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **WHAT TO DO IN THE EVENT OF A BREAKDOWN – Emergency Repair Instructions** is amended to include: Utah residents are not limited to filing claims within 30 days for reimbursement consideration. The sentence "Emergency repairs are those required because your vehicle was inoperable or unsafe to drive." is deleted in its entirety. **GENERAL PROVISIONS – Cancellation – Cancellation By Us** is deleted in its entirety and replaced by the following: If we cancel this Service Contract, we will mail you written notice at least 30 days prior to cancellation. We may cancel this Service Contract for any reason within 60 days of the Service Contract Purchase Date. After 60 days, we may cancel this Service Contract: (a) For nonpayment of premium; (b) For material misrepresentation; (c) For substantial changes in the risk assumed, unless the insurer should reasonably have foreseen the change or contemplated the risk when entering into the contract; or (d) For substantial breaches in contractual duties, conditions or warranties. **GENERAL PROVISIONS – Cancellation – Cancellation By Lienholder** is deleted in its entirety and replaced by the following: If this Service Contract is financed and your vehicle is a total loss or is repossessed, you authorize your Lienholder to receive the refund.

### WISCONSIN

**THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. EXCLUSIONS:** Exclusion 4 is deleted in its entirety. **WHAT TO DO IN THE EVENT OF A BREAKDOWN – Emergency Repair Instructions:** The following is added: The 30-day time period for filing a claim after a breakdown is deleted and replaced with "as soon as reasonably possible." **GENERAL PROVISIONS – Subrogation:** In Wisconsin, in situations involving subrogation, the Purchaser must be made whole before we can retain amounts recovered. Pursuant to Wisconsin Supreme Court decision, Rimes v. State Farm Mutual Automobile Insurance Company, 106 Wis. 2d 263. **GENERAL PROVISIONS – Cancellation – Refunds:** If you cancel this Service Contract within 30 days and no claim has been made, the Service Contract is void and we shall refund to you or credit to your account, the full amount paid for this Service Contract. If we do not pay or credit a refund within 45 days after return of the Service Contract, we shall pay a 10% per month penalty of the outstanding amount, which we shall add to the amount of the refund. The cancellation fee is \$50.00, but not to exceed 10% of the purchase price. If your vehicle is declared a total loss, you may cancel this Service Contract and receive a pro-rata refund, less any claims paid. No cancellation fee will be charged.

### WYOMING

**GENERAL PROVISIONS – Cancellation – Cancellation By Lienholder** is deleted in its entirety and replaced by the following: If this Service Contract is financed and your vehicle is a total loss or is repossessed, you authorize your Lienholder to receive the refund. **GENERAL PROVISIONS – Cancellation – Refunds** is amended to include: If you cancel this Service Contract within 30 days of the Service Contract Purchase Date and you have not incurred a claim, a 10% penalty per month shall be added to a refund that is not paid within 45 days of return of this Service Contract. The sentence "All refunds will be paid to the Lienholder if any, otherwise to you." is revised to read "All refunds will be made payable to the Lienholder and you."

### BUYER INFORMATION

BUYER NAME		TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE

### SELLER INFORMATION

SELLER NAME	STREET ADDRESS	CITY	STATE	ZIP CODE
DISCOUNT ESP	PO BOX 322	NAPLES	FL	34106

### PROTECTION PRODUCT INFORMATION

PRODUCT ADMINISTRATOR	AGREEMENT NUMBER OF PRODUCTS
AUTRELLA	

### ITEMIZATION OF AMOUNT FINANCED

<b>CASH PRICE</b> (Seller may retain a portion of this amount)	\$	<b>ANNUAL PERCENTAGE RATE</b> Cost of your credit as a yearly rate	<b>0.00%</b>
<b>SALES TAX</b> (If applicable)	+	<b>FINANCE CHARGE</b> Dollar amount the credit will cost you	\$
<b>DOWN PAYMENT</b>	-	<b>AMOUNT FINANCED</b> Amount of credit provided to you or on your behalf	\$
<b>PAYMENT PLAN AMOUNT</b> (Unpaid Balance of Total Sale price, including tax if applicable)	=	<b>TOTAL OF PAYMENTS</b> Amount paid after you've made all payments as scheduled	\$
		<b>TOTAL SALE PRICE</b> Total cost of your purchase on credit, including your down payment	\$  \$ (Down payment amount)

### PAYMENT SCHEDULE

NUMBER OF PAYMENTS	PAYMENT AMOUNT	WHEN PAYMENTS ARE DUE
	\$	MONTHLY, STARTING _____

**SECURITY:** You are giving a security interest in the Protection Product purchased, any unearned premiums or other interests in the Protection Product, and any proceeds or refunds for early cancellation thereof.

**LATE CHARGE:** If a payment is received more than 10 days after the scheduled payment date, you will be charged the greater of the following: 5% of the installment payment or \$15.00 (or the maximum amount permitted by law).

**PREPAYMENT:** If you pay off early, you will not have to pay a penalty.

**ESTIMATES:** All numerical disclosures, except the amount of late charge, are estimates.

**See contract terms on Page 2 and on Exhibit A for any additional information about non-payment, default, and refunds.**



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# MONTHLY INSTALLMENT CONTRACT

Buyer has agreed to purchase from Seller a Protection Product ("PP"), issued by Administrator and to make payments under the NOVO Plan Program, which is a premium payment plan. Buyer acknowledges that the Seller will assign this Note & Contract to NOVO Financial, or its nominee, whose mailing address is P.O. Box 322, Naples, FL 34106.

**PROMISE TO PAY:** Buyer has paid Seller the Down Payment shown in the amounts set forth above. Buyer agrees to pay the remaining unpaid balance according to the payment schedule above, together with any additional delinquency charges or service fees that may be assessed. 1) Pursuant to the provisions of this Agreement or 2) as provide to effect repayment or servicing of the account. (A complete listing of customary service fees may be obtained from NOVO Financial Website at: MyNOVOLoan.com). Buyer will make all monthly payments when due to NOVO Financial. If any scheduled payment is not received within 10 days of its due date, then NOVO Financial may impose a late penalty in the amount of five percent (5%) of the payment amount or \$15.00, whichever is greater. As a courtesy provided by NOVO Financial to facilitate repayment, Buyer may select one of the convenience repayment options below. (If no payment option is selected, NOVO Financial will generate and mail a set of installment payment coupons to Buyer upon account activation. NOVO Financial does not mail monthly statements.) Buyer authorizes NOVO Financial to make the applicable number of consecutive monthly charges to the Buyer's Debit Card listed below, in the amounts and at the times set forth above (and as outlined in the "Auto Payments" provisions attached hereto). This authority will remain in effect until the Note & Contract is paid in full, together with applicable charges if any, or until NOVO Financial has received written notification of termination from Buyer in time to allow reasonable opportunity to act on such notifications. **Please note: If you are paying with a credit card and not a debit card, there may be a fee assessed by your credit card company, as it will be considered as a cash advance.**

DEBIT CARD NUMBER	EXPIRATION DATE	SSC
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**NOTICE TO THE BUYER:** 1. DO NOT SIGN this contract before you read it or if it contains blank spaces. 2. You are entitled to an exact copy of the agreement you sign. 3. Under the law, you have the right, among others, to pay in advance the full amount due and to obtain, under certain conditions, a partial refund of the finance charge. 4. Keep this agreement to protect your legal rights.

**BUYER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE PROVISIONS ATTACHED HERETO AS EXHIBIT A. BY THE SIGNATURE(S) BELOW, BUYER(S) ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.**

\_\_\_\_\_  
BUYER SIGNATURE DATE

\_\_\_\_\_  
CO-BUYER SIGNATURE DATE

\_\_\_\_\_  
SELLER SIGNATURE SALESPERSON NAME DATE

**EXHIBIT A - PROVISIONS TO NOTE AND CONTRACT****LATE CHARGE**

Unless NOVO Financial has received a written cancellation notice from Buyer, Seller, or Administrator, if any installment payment is not received within 10 days of the due date, NOVO Financial may impose a late charge in the amount of 5% of the payment amount or \$15.00, whichever is greater.

**DEFAULT AND CANCELLATION BY NOVO FINANCIAL**

If Buyer shall fail to make any scheduled payment within 30 days of its due date, or if Buyer shall default in the payment or performance of any other obligation or indebtedness due to NOVO Financial; or if any proceeding shall be instituted by or against the Buyer under any bankruptcy or insolvency statute or for an arrangement, or if Buyer shall make an assignment for benefit of Creditors, then upon any of the foregoing events of default, at the option of NOVO Financial, and if the PP provisions provide for cancellation, then NOVO Financial may cancel the PP without further notice or participation by Buyer. Accordingly, Buyer authorizes NOVO Financial to cancel the PP in the event of default, and to notify and direct the Seller and/or Administrator to cancel the PP in the Buyer's name. No actor inaction by NOVO Financial or its employees shall be construed to waive any default or to grant any additional grace period with respect to any default for failure to make any payment when due.

**NOVO Financial, LLC requires all contracts to be paid in full prior to approval of any claim that exceeds the total contract price.** At that time, you can choose to pay off your plan directly to us, or we will approve your claim for everything above your payoff amount and deductible. This remaining balance will be paid by you directly to the repair facility. Upon completion of the claim, your payment plan will be satisfied and considered paid in full. We reserve the right to cancel this agreement at any time and issue you a full refund or require the plan be paid in full at our discretion.

**POWER OF ATTORNEY**

Following any failure by Purchaser to make payment when due, default, or any act of Cancellation, Buyer hereby irrevocably appoints NOVO Financial as its true and lawful attorney-in-fact with respect to the PP until all amounts payable hereunder are paid in full. NOVO Financial shall have full power under this Power of Attorney to: 1) cancel or reinstate the PP; 2) endorse or execute, in Buyer's name, all checks issued and all other documents or instruments relating to the PP; 3) receive, demand, or sue for any amounts relating to the PP due and owing to NOVO Financial by Administrator, Insurer, Seller, or other obligor; and 4) take such other actions as are deemed necessary to further the purposes of this Agreement.

**CANCELLATION BY BUYER**

If the provisions of the PP provide that it may be cancelled and if Buyer decides to cancel the PP before making all of the scheduled payments, then Buyer must send written notice of such election to cancel to NOVO Financial. Buyer must subsequently follow all cancellation procedures outlined in the PP policy in order for such cancellation to be effective.

**EFFECT OF CANCELLATION, DEFAULT & ASSIGNMENT**

Following any act of cancellation, the payment schedule shall cease and the Buyer will have no further obligation to pay any amounts not yet due, excepting for any payments, indebtedness and earned premiums that become due to NOVO Financial prior to and as of cancellation. Buyer agrees that any unearned premiums, proceeds and cancellation refunds from the PP are assigned by Buyer to NOVO Financial and that any cancellation proceeds or refunds due under the PP shall be made payable solely to NOVO Financial by the Seller and/or Administrator. NOVO Financial will refund to the Buyer any surplus or credit balance on account after application of any proceeds to: 1) any remaining payments not yet due or payable on this Note; 2) any other amount payable, indebtedness, or obligation due NOVO Financial; 3) any earned premiums or contract charges; and 4) all reasonable Collection costs, including certified postage and any other expense incurred by NOVO Financial to notify Buyer of a default or to effect cancellation of the PP. If the terms of a PP do not provide for its cancellation, then Buyer acknowledges that any other PP benefits and product warranties will be similarly terminated.

**ASSIGNMENT OF CERTAIN RIGHTS**

As security, in the event of default or cancellation, Buyer hereby assigns to NOVO Financial all of Buyer's right, title, and interest in and to the PP being financed, including Buyer's rights to cancel or reinstate the PP(s), and to receive proceeds thereof, up to, and including any unearned premiums or contract charges and refund amounts due under the PP.

**BUYER CANCELLATION WHEN MULTIPLE PRODUCTS FINANCED**

If two or more PPs are financed together on the same Note & Contract, and if the Buyer elects to cancel any cancellable PP(s) but does not elect to cancel, or by lack of provision cannot cancel, all of the remaining PP's financed, then Buyer agrees that: 1) any cancellation proceeds and refunds shall be directed to NOVO Financial and applied to the account balance as outlined in the provisions above; 2) the payment schedule shall not cease and Buyer will continue to pay each successive monthly payment when due, until any remaining balance or indebtedness owed to NOVO Financial on account for any non-cancelled PP(s) are paid-in-full; and 3) upon default, NOVO Financial may cancel or terminate any remaining PP(s) in accordance with this Agreement.

**TRANSFER AND ACCELERATION**

This Agreement, any right to cancel, and all payments, obligations, or indebtedness created herein are not transferrable, unless made by express written agreement with NOVO Financial. If the PP contains a provision in which the rights or benefits granted to Buyer under the PP may be transferred, and if Buyer elects to transfer the remaining coverage to a new owner, then Buyer agrees that any remaining payments not yet due under this Agreement

shall accelerate and become immediately due and payable. Any action taken by Buyer to transfer the PP without NOVO Financial's knowledge and written consent, before all payments, indebtedness, and obligations to NOVO Financial have been satisfied, shall constitute an act of default, and NOVO Financial may proceed to cancel the PP and obtain refund as provided in this Agreement.

### PAYMENTS AFTER CANCELLATION

Any payment made by Buyer after NOVO Financial has requested cancellation for default will not constitute a reinstatement of the PP but shall be applied to Buyer's outstanding obligations under this Agreement. Neither the acceptance nor the application of any such payments shall constitute an undertaking by NOVO Financial to take steps to attempt to reinstate such PP or constitute a waiver of any default hereunder.

### ACCEPTANCE, RATIFICATION, ACCURACY

This Agreement shall be effective upon signature by Buyer, or where applicable, upon the mailing or other transmittal of this Agreement to Buyer. Receipt of the first payment by or on behalf of the Buyer serves to ratify this Agreement even if the Agreement is not signed by the Buyer. NOVO Financial shall have the authority to revise this Agreement to insert or modify any label or term that was previously omitted or inaccurate at the time of execution (including but not limited to the due date of the first monthly payment) upon written notice to Buyer, unless Buyer objects to such changes in writing. In addition, if the total of payments due hereunder are changed due to action taken by the Seller or Administrator (e.g. as a result of underwriting considerations, substitutions, Seller discounts, errors, or omissions), NOVO Financial shall have, following Buyer's authorization, the right to revise the figures on the face of this Agreement.

### AUTOMATIC PAYMENTS

If Buyer chooses Payment Option #1 (Debit Card), then Buyer hereby authorizes NOVO Financial to initiate periodic electronic funds transfers or recurring monthly charges to the debit card provided to satisfy the repayment of this Agreement. Automatic Payments will be processed monthly on the due date, unless it is a non-banking or bank holiday, in which case it will be re-scheduled for the next regular banking day. Buyer shall pay to NOVO Financial \$25.00 for each check or ACH debit that is dishonored by Buyer's bank and \$50.00 for each credit/debit card transaction that is charged back by the Buyer's card issues. If NOVO Financial is unable to process any Automatic Payment, or if any Automatic Payment is returned, dishonored, or charged back, then Buyer will be removed from Automatic Payments and agrees to make the required payments using another payment method. Buyer may discontinue Automatic Payments at any time; however Buyer agrees to provide a minimum of three (3) business days advance notice in order to act upon such request. Buyer understands and agrees that the failure to provide written notice of election to cancel shall not constitute any undertaking or obligation by NOVO Financial to refund any monies received after cancellation, excepting that any such monies received after cancellation will be credited to the Buyer's account and will reduce the outstanding balance retained by NOVO Financial from any cancellation proceeds. If the Automatic Payment is charged to a credit or debit card, then Buyer authorizes NOVO Financial to increase each Automatic Payment by a \$4.00 convenience fee. Buyer agrees that the sum of all scheduled convenience fees, calculated by multiplying the number of payments by \$400.00, may be added to the face value of this Note & Contract and represented in the account balance from time to time unpaid, and will be rebated upon early payoff or cancellation to the extent of the number of payments actually charged to Buyer's credit or debit card. Buyer agrees to provide and update the account information we keep on file to process Automatic Payments (such as card number, card expiration date, or billing address associated with the card). If an Automatic Payment is declined or dishonored for Buyer's failure to provide or update required information, then Buyer agrees to pay a \$25.00 maintenance fee.

### ASSIGNMENTS

NOVO Financial may, with or without notice to Buyer, assign or pledge its rights, title, and interest in, to, and under this Agreement and the collateral and Power of Attorney herein described. Upon notice from any such assignee, Buyer shall make all payments to such assignee without defense, offset, or counterclaim as to such assignment.

### ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Buyer and NOVO Financial. It supersedes any other written or oral agreement between the parties, and, except as otherwise set forth herein, may be modified only in writing signed by both parties.

### REMEDIES, GOVERNING LAW, WAIVERS

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin without regard to applicable conflict of law principles. Each provision hereof shall be interpreted so as to be effective and valid under applicable law. If any provision hereof is held to be unenforceable or invalid under applicable law, such provision shall not impair the validity or enforceability of the remaining provisions hereof. Any disputes in court or legal actions or proceedings arising out of or from or related to this Agreement or the PP, shall be brought only in courts having situs within Rock County, Wisconsin, and each party hereby consents and submits to the jurisdiction of any Local, State, or Federal Court located within Rock County, Wisconsin, and waives any right it may have to transfer the venue of any such action or proceeding. NOVO Financial's failure to require strict performance of any provision hereof or to exercise any of its rights hereunder shall not waive or relinquish any future right under such provision and the provision shall continue and remain in full force and effect. NOVO Financial shall be entitled to its reasonable attorney's fees and costs incurred in the enforcement of any provision of this contract.

### MISCELLANEOUS

The content and format of this agreement have been adopted to provide Buyer with important information in a clear and familiar form, and their use does not imply that any particular Federal or State Law relating to lending or installment sales is applicable to this agreement or the transaction it contemplates. Seller's signature on this Agreement, or the subsequent acceptance and negotiation of any proceeds advanced by NOVO Financial to



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# MONTHLY INSTALLMENT CONTRACT

Seller under this Agreement, creates an assignment per the terms of the Retailer Agreement between NOVO Financial and Seller.

**NOTICE TO CALIFORNIA RESIDENTS:** If married, you may execute this agreement separately as an individual.

**NOTICE TO OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers this law.

**NOTICE TO PENNSYLVANIA RESIDENTS:** Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of the goods and services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed the amount paid by the debtor hereunder.

**NOVO Financial, LLC**  
PO Box 322, Naples, FL 34106  
+1 (844) 778-9175

BUYER NAME

SIGNATURE

DATE

CO-BUYER NAME

SIGNATURE

DATE