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GPS TRACKING DISCLOSURE STATEMENT AND AGREEMENT FOR INSTALLATION

Buyer Name: _____ Date: _____

Co-Buyer Name: _____ Date: _____

Vehicle Description: _____
Year Make Model Vehicle Identification Number

IMPORTANT: READ THIS ENTIRE AGREEMENT AND DISCLOSURE STATEMENT CAREFULLY BEFORE YOU SIGN IT. IT DESCRIBES WHAT CAN HAPPEN IF YOU DON'T MAKE YOUR PAYMENTS ON-TIME OR BREAK OTHER PROMISES IN YOUR CONTRACT. IT ALSO GIVES STRIKE ACCEPTANCE PERMISSION TO HAVE A GPS DEVICE INSTALLED ON YOUR VEHICLE TO ENSURE YOU PAY ON-TIME AND ASSIST IN COLLECTION, IF NECESSARY. THIS AGREEMENT IS HEREBY INCORPORATED INTO THE MOTOR VEHICLE RETAIL INSTALLMENT CONTRACT FOR THE FINANCING OF THE VEHICLE DESCRIBED ABOVE AND ENTERED INTO BY CUSTOMER AND CREDITOR ON THIS DATE.

You understand that the vehicle (the "Vehicle") you are purchasing is equipped with an electronic device (the "Device") which includes a global positioning system ("GPS"). You agree to allow the Device to be installed on the Vehicle described above under the terms and conditions described in this Agreement. You understand that Strike Acceptance is only willing to extend credit to you or, if applicable, purchase your retail installment sales contract from the dealer who sold you the Vehicle, if you agree to the installation of the Device in the Vehicle. You acknowledge that you are free to purchase a vehicle from another dealer or obtain vehicle financing through another source that does not require installation of the Device instead of buying this Vehicle or obtaining financing from us subject to this Agreement.

The GPS will be used to ensure the GPS is still functioning, to monitor your compliance with the Contract, and to locate the Vehicle for repossession.

You agree to waive any right to privacy you may have as to the location of the Vehicle.

The GPS may be used to assist law enforcement agencies if law enforcement personnel request us to locate a Vehicle.

PLEASE READ AND SIGN BELOW TO INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THE FOLLOWING TERMS REGARDING THE INSTALLATION OF THE DEVICE, YOUR OBLIGATIONS UNDER THE CONTRACT AND THE CONSEQUENCES OF FAILING TO MEET YOUR OBLIGATIONS UNDER THE CONTRACT:

1. You understand that Strike Acceptance owns the Device, even if you pay the Contract in full. After you pay the contract in full, Strike will remove the Device from the Vehicle at your request or make the Device inoperable so that it will have no effect on the operation of the Vehicle.

Initials: _____(Buyer) _____(Co-buyer)

2. You understand that if you tamper with, disconnect, remove, or alter the Device, you will be considered in default under this Agreement and the Contract, except as prohibited by applicable law. You also understand that you may be liable for the cost to repair or replace the Device, unless prohibited by law.

Initials: _____(Buyer) _____(Co-buyer)

3. You agree not to attempt to nor remove, reinstall, repair, perform maintenance on, or tamper with the Device for any reason. You understand that Strike or its assignees are the only authorized parties permitted to install, remove, repair, or perform maintenance on the Device or any of its parts, and you agree to give Strike or its assignee access to the Vehicle if maintenance or repairs to the Device are necessary.

Initials: _____(Buyer) _____(Co-buyer)

4. You understand that Strike may periodically activate the Device's GPS function to check the vehicle's location even if you are not in default, but only to verify that the Device is functioning properly, or to confirm that the Vehicle has not been permanently moved to a location other than those addresses provided by you, or another address we approved.

Initials: _____(Buyer) _____(Co-buyer)

5. You understand that if Strike does not receive a full payment from you on or before the scheduled due date under the Contract, you will be considered in default under the terms of the Contract. If you fail to bring your payments current or otherwise cure the default, we may take any action the Contract or law allows us to take, including repossessing the Vehicle. We may use the Device's GPS to locate the Vehicle for repossession and any other purpose not prohibited by law.

Initials: _____(Buyer) _____(Co-buyer)

6. You understand that Strike can exercise its rights, title and interest in the Contract at any time, and that any assignee of the Contract will have the same rights under the Contract and this Agreement.

Initials: _____(Buyer) _____(Co-buyer)

7. You understand and agree that you have no right to privacy regarding the location of the Vehicle, but in the event that any court or other authority were to determine that such a right exists, you voluntarily waive any right you may have to privacy in the location of the Vehicle to the fullest extent of the law and authorize us to use the Device's GPS capabilities to locate the Vehicle in accordance with this agreement.

Initials: _____(Buyer) _____(Co-buyer)

DO NOT SIGN THIS DISCLOSURE STATEMENT AND AGREEMENT FOR INSTALLATION WITHOUT READING IT FIRST. By signing below, you acknowledge that you have been warned not to sign this document before you read it. You also acknowledge the following:

1. The installation and maintenance of the Device is a condition of financing your purchase of the Vehicle, and this Disclosure and Agreement is hereby incorporated into the Contract.
2. The Device may be installed on the Vehicle and used as described in this Agreement until all obligations under the Contract are satisfied.
3. You understand how the Device works and have had your questions regarding the Device answered.
4. You will hold harmless, defend and indemnify Strike Acceptance, its agents and employees, and any assignees, from all claims, demands, damages, costs, causes of action, liabilities or losses to property or person suffered by any other person or entity arising out of or resulting from the use of the Device in the Vehicle, to the fullest possible extent permitted by law.
5. You voluntarily waive any right you may have to privacy in the location of the Vehicle to the fullest extent of the law and authorize us to use the Device's GPS capabilities to locate the Vehicle in accordance with this agreement.
6. You understand that we have the right to assign our rights, title and interest in the Contract and this Agreement at any time. Our assignment of the Contract will not in any way affect the terms and conditions of this Agreement.

NOTICE: Do not sign this Agreement before reading it. By signing below, you acknowledge that you have been given the opportunity to read this Agreement. You acknowledge that you have had any questions regarding the Device answered to your satisfaction. You acknowledge that you have read and fully understand and agree to be bound by all of the terms and conditions in this agreement.

This Agreement is hereby incorporated by reference into the Contract.

Buyer Name _____ Signature _____ Date _____

Co-buyer Name _____ Signature _____ Date _____