

Retail Installment Contract and Security Agreement

Seller Name and Address
FORMULA FORD LINCOLN OF RUTLAND
 423 S MAIN ST
 RUTLAND, VT 05701
 802-773-9168

Buyer(s) Name(s) and Address(es)
ANDREA TARAVELLA

No. _____
 Date **07/24/2017**

☐ Business, commercial or agricultural purpose Contract. ☐ Refer to the attached addendum for additional Buyers and their signatures. **32646**

Truth-In-Lending Disclosure

Annual Percentage Rate The cost of your credit as a yearly rate.	Finance Charge The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid when you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your down payment of
3.99 %	\$ 3549.98	\$ 26610.52	\$ 30160.50	\$ 4000.00 \$ 34160.50

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
75	\$ 402.14	MONTHLY BEGINNING: 09/07/2017
	\$ N/A	N/A
	\$ N/A	

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of 12% of the unpaid amount of the payment due.

Prepayment. If you pay off this Contract early, you will not have to pay a penalty.

Filing Fees, \$ **N/A**

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2016	FORD	ESCAPE	MP	1FMCU9GX4GUC03352	6952
Other: _____					
<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo					

Description of Trade-In

2002 FORD ESCAPE

Conditional Delivery

☐ Conditional Delivery. A Conditional Delivery Agreement is being signed along with this Contract. The Conditional Delivery Agreement is incorporated by reference into this Contract, and a copy of the Conditional Delivery Agreement is attached to this Contract.

Itemization of Amount Financed

a. Price of Vehicle, etc. (incl. accessories)	\$ 24997.00
b. Manufacturer's rebate:	\$ N/A
c. Cash Price (a-b)	\$ 24997.00
d. Trade-in allowance	\$ 1000.00
e. Less: Amount owing, paid to (includes k):	\$ N/A
f. Net trade-in (d-e; if negative, enter \$0 here and enter the amount on line k)	\$ 1000.00
g. Cash payment	\$ 3000.00
h. Deferred down payment	\$ N/A
i. Down payment (f+g+h)	\$ 4000.00
j. Unpaid balance of Cash Price (c-i)	\$ 20997.00
k. Financed trade-in balance (see line f)	\$ N/A
l. Service Contract, paid to:	\$ 3000.00
FORD ESP	

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

Assignment

This Contract and Security Agreement is assigned to **NBT BANK, N.A.**

52 S BROAD ST. NORWICH, NY 13815

_____, the Assignee, phone

1-800-628-2285

This assignment is made

☒ under the terms of a separate agreement made between the Seller and Assignee.

☒ under the terms of the Assignment by Seller section on page 2.

☐ This Assignment is made with recourse.

Seller **FORMULA FORD LINCOLN OF RUTLAND COUNTY**

By:  Date **07/24/2017**

Additional Protections

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

Additional Gap Disclosures.

Parties to the agreement:

m. Paid to public officials - filing fees \$ 11.00
n. Paid to public officials - purchase and use tax \$ 1451.52
o. Paid to public officials - other \$ N/A
p. Insurance premiums \$ N/A
q. GAP \$ 795.00
r. \$ N/A
s. \$ N/A
t. FORMULA FORD FEE \$ 195.00
u. \$ N/A
v. \$ N/A
w. TO ASSIGNEE/VSI \$ 95.00
x. \$ N/A
y. Total Other Charges/Amts Paid (k thru x) \$ 5613.52
z. Prepaid Finance Charge \$ N/A
aa. Amount Financed (j+y-z) \$ 26610.52

We may retain or receive a portion of any amounts paid to others, except those fees paid to public officials.

Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life

☐ Single ☐ Joint ☐ None

Premium \$ N/A Term N/A

Insured _____

Credit Disability

☐ Single ☐ Joint ☐ None

Premium \$ N/A Term N/A

Insured _____

Your signature below means you want (only) the Insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

By: _____ DOB _____

By: _____ DOB _____

Property Insurance. You must insure the Property. You may purchase or provide the Insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ N/A. If you get

insurance from or through us you will pay \$ N/A for
N/A of coverage.

This premium is calculated as follows:

☐ \$ N/A Deductible, Collision Cov. \$ N/A
☐ \$ N/A Deductible, Comprehensive \$ N/A
☐ Fire-Theft and Combined Additional Cov. \$ N/A
☐ \$ N/A

Liability Insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated.

☒ **Single-Interest Insurance.** You must purchase single-Interest Insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$95.00 for N/A term of coverage.

Sales Agreement

Payment. You promise to pay us the principal amount of \$6610.52 plus finance charges accruing on the unpaid balance at the rate of 3.99 % per year from the date of this Contract until maturity. Finance charges accrue on a 365/365 day basis. After

Eligibility requirements for coverage:

Conditions or exclusions associated with the Gap Walver or Gap Coverage agreement:

Procedures for making a claim under the Gap Walver or Gap Coverage agreement:

☒ Service Contract

Term 96 MONTHS
Price \$ 3000.00
Coverage 96 MONTHS / 60000 MILES

☒ Gap Walver or Gap Coverage

Term 75 MONTHS
Price \$ 795.00
Coverage SEE GAP CONTRACT FOR COVERAGES

☐ N/A

Term N/A
Price \$ N/A
Coverage N/A

X Andrew Tomicelli 07/24/2017
By: _____ Date

By: _____ Date

Signature Notices

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

Signatures

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

X Andrew Tomicelli 07/24/2017
By: _____ Date

By: _____ Date

NOTICE TO RETAIL BUYER. 1. Do not sign this contract in blank. 2. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

Buyer
X Andrew Tomicelli 07/24/2017
By: _____ Date

By: _____ Date
Seller: FORMULA FORD LINCOLN OF RUTLAND COUNTY
07/24/2017

☒ Single-Interest Insurance. You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$95.00 for N/A term of coverage.

Sales Agreement

Payment: You promise to pay us the principal amount of \$6610.52 plus finance charges accruing on the unpaid balance at the rate of 3.99 % per year from the date of this Contract until maturity. Finance charges accrue on a 365 365/365 day basis. After maturity, or after you default and we demand payment, we will charge finance charges on the unpaid balance at 3.99 % per year. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the Truth-in-Lending Disclosures. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the Itemization of Amount Financed.

Retail Installment Contract-VT
Bankers Systems™
Wolters Kluwer Financial Services © 1995, 2009

ILD00037 2/01/10

RSSIMVLF-VT 6/15/2009 Customized
Page 1 of 2

Buyer

X Andrew Tomlin 07/24/2017

By:

Date

By:

Date

Seller FORMULA FORD LINCOLN OF RUTLAND COUNTY

By:

Date

Formula Ford Lincoln - Product Disclosure

Customer: ANDREA TARAVELLA
 Stock Number: 9786A
 Vehicle: 2016 FORD ESCA 6000 Miles

Selling Price: \$24,997.00
 Trade Allowance: \$1,000.00
 Payout: \$0.00
 Down Payment: \$3,000.00
 Rebate: \$0.00
 Sales Tax: \$1,451.52
 Fees: \$243.00
 Products: \$3,600.00
 Aftermarket Total: \$0.00
 Balance Due: \$26,291.52
 Retail Loan with 75 payments of 397.31 with an APR of 3.99

Products Purchased

Ford Extended Service Plan
 96 Months / 60000 Miles / PREMIUM CARE - NEW / \$100 Deductible
 Mechanical component coverage that also provides nationwide roadside assistance, rental vehicle & trip interruption.
GAP
 Pays difference between loan payoff and insurance settlement if vehicle is declared a total loss.

Products Not Purchased

Ford TireCARE
 Repairs or replaces tires and/or wheels if damaged by road hazard debris.
 \$0.00/mth ***
Surfacecare
 Protects your car's exterior against acid rain, salt, and other environmental hazards. Protects interior against stains from consumable goods.
 \$8.99/mth ***
Ford Premium Maintenance Plan
 Comprehensive plan that covers all manufacturer-recommended maintenance services plus 6 normal wear items.
 \$0.00/mth ***

I have been given the opportunity to purchase the products disclosed above and I have chosen to purchase the products as indicated above.

Buyer Andrea Taravella Date 07/24/17

Co-Buyer

Date

This is not a contract. The documentation regarding any products you elect to purchase has been provided separately. All products displayed in the menu are optional and may be purchased separately rather than as a package. The purchase of any displayed product in the menu, whether separately or as part of a package, is not required to obtain financing.

***The price per month is an estimate and may change based upon the inclusion or exclusion of other products



Formula Ford Lincoln - Customer Option Summary

Loan-75 of 342.91 @ 3.99% APR

Customer: ANDREA TARAVELLA

Stock Number: 9786A

Vehicle: 2016 FORD ESCA

Selling Price: \$24,997.00 Rebate: \$0.00
 Aftermarket Total: \$0.00 Sales Tax: \$1,451.52
 Trade Allowance: \$1,000.00 Fees: \$243.00
 Payoff: \$0.00 Down Payment: \$3,000.00
 Balance Due: \$22,691.52

PLATINUM

Ford Extended Service Plan

Mechanical component coverage that also provides nationwide roadside assistance, rental vehicle & trip interruption.

GAP

Pays difference between loan payoff and insurance settlement if vehicle is declared a total loss.

Ford TireCARE

Repairs or replaces tires and/or wheels if damaged by road hazard debris.

Surfacecare

Protects your car's exterior against acid rain, salt, and other environmental hazards. Protects interior against stains from consumable goods.

Ford Premium Maintenance Plan

Comprehensive plan that covers all manufacturer-recommended maintenance services plus 6 normal wear items.

GOLD

Ford Extended Service Plan

Mechanical component coverage that also provides nationwide roadside assistance, rental vehicle & trip interruption.

GAP

Pays difference between loan payoff and insurance settlement if vehicle is declared a total loss.

Ford TireCARE

Repairs or replaces tires and/or wheels if damaged by road hazard debris.

Surfacecare

Protects your car's exterior against acid rain, salt, and other environmental hazards. Protects interior against stains from consumable goods.

SILVER

Ford Extended Service Plan

Mechanical component coverage that also provides nationwide roadside assistance, rental vehicle & trip interruption.

GAP

Pays difference between loan payoff and insurance settlement if vehicle is declared a total loss.

Ford TireCARE

Repairs or replaces tires and/or wheels if damaged by road hazard debris.

BRONZE

Ford Extended Service Plan

96 Months / 60000 Miles / PREMIUMCARE - NEW / \$100 Deductible

Mechanical component coverage that also provides nationwide roadside assistance, rental vehicle & trip interruption.

GAP

Pays difference between loan payoff and insurance settlement if vehicle is declared a total loss.

AT

75 mths of 409.25 @ 3.99% (Rtl)*

* Rtl = Retail, Lse = Lease, Bln = Balloon

This is not a contract. The documentation regarding any products you elect to purchase has been provided separately. All products displayed in the menu are optional and may be purchased separately rather than as a package. The purchase of any displayed product in the menu, whether separately or as part of a package, is not required to obtain financing.

75 mths of 409.25 @ 3.99% (Rtl)*

75 mths of 400.25 @ 3.99% (Rtl)*

75 mths of 397.31 @ 3.99% (Rtl)*



FORD PROTECT

7/24/2017

1:53:04PM CST



FORD CREDIT

**Deficiency
Waiver
Addendum**
(Debt-Cancellation Agreement)

DEAL# 32646

FC-19971 12/16

CUSTOMER (BORROWER/LESSEE) INFORMATION

LAST NAME TARAVELLA FIRST NAME ANDREA MIDDLE INITIAL _____
STREET ADDRESS _____ APT. _____
CITY _____ STATE _____ ZIP CODE _____
HOME PHONE # _____ BUS. PHONE # _____

COVERED VEHICLE INFORMATION

MANUFACTURER FORD MODEL ESCAPE YEAR 2016
VEHICLE ID NUMBER 1FMCU9GX4GUC03352
CHARGE TO CUSTOMER FOR DEFICIENCY WAIVER ADDENDUM \$ 795.00 ORIGINAL DATE OF CONTRACT 07/24/2017
INSTALLMENT SALES ☒ CONTRACT/BALLOON ☐ LEASE ☐ AMT. FINANCED/ADJ. CAPITALIZED COST \$ 26610.52 CONTRACT TERM IN MONTHS 75 NEW VEHICLE ☐ USED VEHICLE ☒
CONTRACT APR 3.99 % MSRP/NADA RETAIL \$ _____ MILEAGE 6952

DEALER# _____ DEALERSHIP FORMULA FORD LINCOLN OF RUTLAND COUNTY
STREET ADDRESS 423 S MAIN ST
CITY RUTLAND STATE VT ZIP CODE 05701

ASSIGNEE NBT BANK, NA INSTALLMENT SALES CONTRACT / LEASE ACCT.# _____
STREET ADDRESS 52 SOUTH BROAD ST
CITY NORWICH STATE NY ZIP CODE 13815

WAIVER: Under this Addendum, the Dealer/Assignee agrees to waive a portion of the Customer's indebtedness in the event of a Total Loss of the Vehicle as defined herein. The waived amount shall equal the Unpaid Net Balance less the Actual Cash Value of the Vehicle as defined herein. Any indebtedness not waived under this Addendum remains the Customer's responsibility.

I (CUSTOMER), WHOSE SIGNATURE APPEARS BELOW, ACKNOWLEDGE THAT THE INFORMATION CONTAINED ABOVE IS, TO THE BEST OF MY KNOWLEDGE, TRUE. I HAVE READ THIS DEFICIENCY WAIVER ADDENDUM (ADDENDUM) IN ITS ENTIRETY, AND AGREE TO ALL OF THE PROVISIONS HEREIN. I UNDERSTAND I MAY OBTAIN GAP PROTECTION FROM AN ALTERNATE SOURCE. I UNDERSTAND I MAY CANCEL THIS ADDENDUM AT ANY POINT DURING THE ORIGINAL TERM OF THE INSTALLMENT SALES CONTRACT OR LEASE PRIOR TO TOTAL LOSS. I UNDERSTAND THAT A CANCELLATION REQUESTED WITHIN SIXTY (60) DAYS OF PURCHASE IS ELIGIBLE FOR A FULL REFUND. I UNDERSTAND THAT A CANCELLATION REQUEST RECEIVED AFTER SIXTY (60) DAYS OF PURCHASE WILL BE REFUNDED PRO-RATA, UNLESS OTHERWISE REQUIRED BY APPLICABLE STATE LAW.

☒ I WISH TO PURCHASE THE DEFICIENCY WAIVER ADDENDUM.
THE PURCHASE OF THE DEFICIENCY WAIVER ADDENDUM IS VOLUNTARY. NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT NOR THE TERMS OF THE RELATED MOTOR VEHICLE SALE ARE TO BE CONDITIONED UPON THE PURCHASE OF THIS ADDENDUM AND THE PURCHASE OF THE ADDENDUM IS NOT REQUIRED TO OBTAIN CREDIT.

DATE 07/24/2017 CUSTOMER'S SIGNATURE Andrea Taravella DEALER'S SIGNATURE [Signature]

Notice: Customer will remain responsible for amounts due under Installment Sales Contract/Lease and not included in the Unpaid Net Balance as defined herein. Refer to the additional information on the back of this Addendum for complete details.

Eligibility: Maximum Amount Financed: The lesser of \$125,000 or 150% of MSRP (new) / NADA Retail (used). Maximum Contract Term: 96 months. This Addendum must be purchased at the time of execution of the Installment Sales Contract/Lease.

DECLINATION OF DEFICIENCY WAIVER ADDENDUM

☐ I DO NOT CHOOSE TO PURCHASE THE DEFICIENCY WAIVER ADDENDUM. I UNDERSTAND THAT BY NOT ACCEPTING THIS DEFICIENCY WAIVER ADDENDUM, I AM NOT ENTITLED TO ANY OF THE BENEFITS IN THE EVENT OF A TOTAL LOSS OF THE VEHICLE.

DATE _____ CUSTOMER'S SIGNATURE _____ DEALER'S SIGNATURE _____

GAP Coverage
PO Box 29879
San Diego, CA 92193-3879
1-888-768-0100

NATIONAL VEHICLE SERVICE CONTRACT APPLICATION, TERMS & CONDITIONS

(All vehicles up to and including Transit and F-550)

32646



PROTECT

REGISTRATION INFORMATION

Vehicle Identification Number F M C U 9 G X 4 G U C 0 3 3 5 2		Signature Date 07/24/2017	Warranty Start Date 07/24/2017	<input type="checkbox"/> CPO <input type="checkbox"/> Incomplete (Cab/Chassis) <input type="checkbox"/> Limo/Livery Wrap <input type="checkbox"/> Component Wrap (Non-CPO)	
Internet Sale <input type="checkbox"/> Yes <input type="checkbox"/> No	Current Mileage 6952	Current Hours*	IPP <input type="checkbox"/>		Term <input type="checkbox"/>
Surcharges: <input type="checkbox"/> 12 Months/12,000 Miles <input type="checkbox"/> 36 months/36,000 miles (Ford and Competitive Make or 48 months/50,000 miles (Lincoln vehicles) <input type="checkbox"/> Turbocharger/Supercharger <input type="checkbox"/> Snowplow <input type="checkbox"/> Commercial Use <input type="checkbox"/> Specialty - Emergency (Fire, Ambulance) <input type="checkbox"/> Specialty - Emergency (Fire, Ambulance, Police pursuit units - except Ford Police Interceptor), Limo, Livery, Shuttle, Tow Truck					

New Plan Coverage: Core - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE (Standard Deductible is \$100)
 LeaseCARE - New PremiumCARE with Wear Items - (Standard Deductible is \$0)
 Rental Care - (RentalCARE - Standard Deductible is \$0)
 Super Duty Coverages - (Diesel EngineCARE, Diesel EngineCARE Plus - Standard Deductible is \$100)
 Used Plan Coverage: Core (PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE - Standard Deductible is \$100)

PLAN COVERAGE

☐ New Plan ☐ Used Plan

Plan Name A	Deductible	Plan Term	Plan Expiration - (Earliest of all 3)	Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
		Months Mileage Hours*	Date Mileage Hours*			
PREMIUMCARE	100.00	96 60000	11/31/24 60000	3000.00	\$	\$3000.00
Options <input type="checkbox"/> First Day Rental Delete <input type="checkbox"/> Enhanced Rental <input type="checkbox"/> Key Services Delete (New Plans only) <input type="checkbox"/> Interior/Exterior Lighting Delete (New Plans only) <input type="checkbox"/> Key Services Opt-In (Used Plans only) <input type="checkbox"/> Interior/Exterior Lighting Opt-In (Used Plans only) <input type="checkbox"/> PDL (Lincoln Only)						
Plan Name B	Deductible	Plan Term	Plan Expiration - (Earliest of all 3)	Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
		Months Mileage Hours*	Date Mileage Hours*			
N/A	N/A	N/A	N/A	N/A	N/A	N/A
Options <input type="checkbox"/> First Day Rental Delete <input type="checkbox"/> Enhanced Rental <input type="checkbox"/> Key Services Delete (New Plans only) <input type="checkbox"/> Interior/Exterior Lighting Delete (New Plans only) <input type="checkbox"/> Key Services Opt-In (Used Plans only) <input type="checkbox"/> Interior/Exterior Lighting Opt-In (Used Plans only) <input type="checkbox"/> PDL (Lincoln Only)						
*Super Duty and Incomplete Vehicle Plan Coverages require current hours and expiration hours for all vehicles with an hour meter.				Total	\$	\$

DISCLOSURE INFORMATION:

THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE. I acknowledge receipt of a complete copy of this Application and Terms and Conditions (the "Agreement") at signing and agree to all the terms and conditions. I agree to maintain the covered vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.

Mississippi Residents Only: By signing below, I agree to the binding arbitration language in the Mississippi Section.

Washington Residents Only: By Initialing this box, I acknowledge I have reviewed with Dealer the section of this Service Contract titled, What This Agreement Covers and What is Not Covered, Your Responsibilities for Care of the Vehicle, Implied Warranty of Merchantability and Your and Our Rights to Cancel Agreement.

Signature (not valid without Signature)

SERVICE CONTRACT HOLDER / PURCHASER

Signature (Not Valid without Signature)		Signature Date 07/24/2017
Name ANDREA TARAVELLA X D - when Towed		Address
C.,		E-mail Address
		Service Contract Holder Name NORWICH NY 13815

DEalership INFORMATION

Dealership Signature		FOR OFFICE USE ONLY
Dealer Name FORMULA FORD LINCOLN OF RUTLAND COUNTY		
Address 423 S MAIN ST	Address 2	
City RUTLAND	State VT	
Zip Code 05701	Telephone No 802-773-9168	
Employee Stars Id	P&A Code 0 0 2	

8/11/2017

Fwd: Taravella, Andrea (Formula Ford Lincoln of Rutland) CAP VT #2017-05827

From: Kim Gauthier <vtautocap@aol.com>

To: mike.lewis <mike.lewis@formulafordrutland.com>

Subject: Fwd: Taravella, Andrea (Formula Ford Lincoln of Rutland) CAP VT #2017-05827

Date: Fri, Aug 11, 2017 2:49 pm

Attachments: 081017 Taravella (ID 147796).htm (62K)

Dear Mike,

Attached please find an AUTOCAP complaint, forwarded to us by the Vermont Attorney General Consumer Assistance Program Office.

VADA's AUTOCAP Program was created in 1982 to provide consumers and our members with a dispute resolution mechanism to avoid costly legal litigation, including small claims court and the Attorney General's office. To be successful, we need your cooperation and timely response to the complaints we forward.

After reviewing this complaint; it is our hope that working directly with your customer, you will be able to answer questions and/or arrive at a mutually acceptable resolution. We understand this is not always possible. In some cases, both parties prefer working with VADA staff, which is an effective alternative.

Please provide a written response within ten days of the date of this email, via return email, fax or USPS addressing the complaint, actions taken to respond; and what, if any, relief you are willing to extend. Both parties receive copies of all the correspondence submitted to AUTOCAP.

Should a case be referred to the AUTOCAP Panel (which consists of an equal number of dealer and consumer members), a hearing will be scheduled at the VADA Offices. We will contact you and the consumer to insure availability prior to setting the date.

Your participation in the AUTOCAP program is greatly appreciated.

Sincerely,

Marilyn B. Miller
AUTOCAP Director

From: AGO CAP <ago.cap@vermont.gov>
Sent: Wednesday, August 09, 2017 9:04 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Andrea
Your Last Name	Taravella
Confirmation Number	WB17-00743
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Home
Your Age	70
I am a...	Senior Vulnerable Adult
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Formula Ford Lincoln of Rutland
Business Phone (1)	802-773-9168
Phone (1) Type	Office
Business Phone (2)	800-906-6065
Phone (2) Type	Office
Business E-Mail Address	mike.lewis@formulafordrutland.com
Business Address	4318 Middle Road

Business City	Rutland
Business State	VT
Business Zip Code	05701
Is your complaint about a vehicle you purchased?	Yes
What is the year of your vehicle?	2016
What is the make and model of your vehicle?	Ford Escape
Is the vehicle new or used?	Used
Where did the vehicle receive its last state inspection?	station 1187
Inspection sticker number, date and color:	2, 02-17-2017,blue
When was the vehicle purchased?	07-24-2017
What was the purchase price?	24997.00
Vehicle mileage at time of purchase:	6952
Current mileage on the vehicle:	7138
Did you receive a Buyer's Guide document with the vehicle?	Yes
Which of the following apply to the vehicle?	Service Contract (purchased warranty)
Description	<p>Background</p> <p>I, Andrea Taravella, age 70, came to this country as a legal immigrant from Sicily, Italy in the hopes of a better life. I worked, studied, got my citizenship, had a family, and continued taking English as a second language courses to improve my understanding of the English language. I am still currently employed and taking ESL courses every week. Needing a newer car, I went to Formula Ford on July 24th, 2017, to see if they had a newer</p>

	<p>version of the car I was driving; a Ford Escape. I explained to the salesman that I could not afford a large car-payment and was directed to a 2016 Ford Escape. I was told it would cost \$345.00 a month and that it was under warranty. At no time did they explain that I would be paying an extra \$3,000.00 for that warranty. GEICO, my car insurance agent was called and the representative told Ford that I had excellent coverage and did not need any liability, towing, etc. added to my purchase, but \$900.00 more was added to my bill for these items.</p> <p>I was urged to sign, saying that the car was a great deal and wouldn't be there tomorrow. When signing, the salesman covered the top of the contract papers leaving only the signature lines revealed.</p> <p>Upon returning home and showing my family, the price per month for the car payment had risen from \$345.00 a month to \$402.00 a month; the total for the used car being more than for a new one. I called the dealer back but the manager and salesman were not there. I was told after several days of calling that the district manager would get back to me to set up a meeting. No calls came, and the manager and salesman never there! Ford Headquarters were called to get the number of the district manager, however, there is none. They are independently owned and I, Andrea, was getting put off. Ford asked if a formal complaint wanted to be made and one was submitted.</p> <p>It is now August 9th, and still no calls have come from Formula Ford. The payment booklet came though, revealing the price to be \$402.00 a month!</p>
Amount of loss:	\$7000.00
How would you like this matter to be resolved?	I would like an additional \$7000.00 taken off the purchase price not to include my \$3000.00 down payment and \$1000.00 trade in value.
Please list any documents you have available related to this complaint (and attach copies at the end of this form, or mail/fax them to us)	Purchase/sales contract Buyer's Guide Warranty documentation Finance contract

Autocap Case Record

Case #

067-17

Date Received

08/29/2017

Closed Date

10/6/2017

Consumer-FIRSTN

Consumer-LASTNAM

Date Acknowledged

9/11/2017

John

Fitzpatrick

Consumer Respons

Complaint Type

Sales

Purchase Date

1/1/2014

Year/Make Model

2012 Frontier

Mileage

Price Sold

As Is

Member Name

Freedom Nissan

Member Contact

Mort Shapiro

Member Response Due

9/10/2017

Resolution Process

Staff

Panel

☐

Referred to

Resolution

Dropped

Case Notes

9/5 - Rec'd dealer response
9/8 - Asked if dealer was responsible for repairs
9/9 - Dealer wants to know which repairs the consumer is talking about
9/11 - Asked dealer if Freedom Nissan made any repairs before purchase
9/11 - Asked consumer to send photo's and any and all supporting documents
9/13 - Rec'd consumer response
9/17 - Rec'd response from dealer
9/18 - Sent email to consumer asking to send photo's
10/6 - no response from consumer

Notes (Summary)

Consumer states that bought vehicle in 2014 with clean CarFax but has since discovered the vehicle has repair damage. Consumer was not able to provide any photo's or supporting documentation so case was dropped.

From: Kim Gauthier <vtautocap@aol.com>
To: jfitz1866
Subject: Re: Complaint
Date: Mon, Sep 18, 2017 8:40 am

Good Morning Mr. Fitzpatrick,

Please send any pictures you have of the repaired damage or describe where the damage is. Is the repaired damage causing any issues with the vehicle currently?

Thank you,
Kim Gauthier
AUTOCAP Coordinator

-----Original Message-----


From: John
To: Kim Gauthier <vtautocap@aol.com>
Sent: Wed, Sep 13, 2017 9:12 am
Subject: Re: Complaint

Hi Kim, Thanks for getting back to me. I believe that the damage occurred in their lot, hence no accident report and a clean Carfax. I can send pics of where they tried to cover up the damage.

Is this a buyer beware type of deal?

Thanks for your time

John

From: Kim Gauthier <vtautocap@aol.com>
Sent: Monday, September 11, 2017 9:23:20 AM
To: 
Subject: Re: Complaint

Dear Mr. Fitzpatrick,

Your complaint did not have any supporting documentation when we received it to support your claim against Freedom Nissan. If you have photo's of the repaired damage, service records indicating damage has caused any current issues with your vehicle or an accident report of some kind that would be helpful. Please send any and all supporting documentation regarding your complaint via email or USPS to VADA, 1284 US Route 302, Suite 2, Barre, VT 05641.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

-----Original Message-----

From: John
To: vtautocap <vtautocap@aol.com>
Sent: Wed, Sep 6, 2017 5:37 pm
Subject: Complaint

Hello if you would like me to stop by and show you what I found just ask. Is there anything else that can be done?

Thanks, John



FREEDOM NISSAN

1095 Shelburne Road
South Burlington, VT 05403
(802) 864-7400 Fax (802) 846-3764

Sept 5, 2017
Vermont Consumer Assistance Program
1284 US Route 302 Suite 2
Berlin, VT, 05641

Re: Cap VT # 2017-06134

Dear Autocap,

After reviewing your email from August 31st, I called John Fitzpatrick twice, both times leaving a voicemail message. On September 1st he sent me an email (see attached copy) asking that I not contact him.

Sincerely
Freedom Nissan Inc.



Mort Shapiro-Owner

FREEDOM NISSAN

Mort Shapiro

From: John <
Sent: Friday, September 01, 2017 4:15 PM
To: Mort Shapiro
Subject: Nothing to say

Mort, Do not contact me anymore if you do the BBB will get another complaint.

You sold me a car that has been in an accident. Maybe you should make sure your shoddy body shop repaints all the parts that they replaced and not to over paint so you can notice excess paint running down the body panels.

I will never do business or recommend Freedom Nissan again, should have listened to those complaints on yelp, foolish me.

John Fitzpatrick

Mort Shapiro

From: Kim Gauthier <vtautocap@aol.com>
Sent: Thursday, August 31, 2017 3:55 PM
To: Mort Shapiro
Subject: Fwd: Fitzpatrick, John (Freedom Nissan) CAP VT #2017-06134
Attachments: 082817 Fitzpatrick (ID 148728).htm

Dear Mort,

Attached please find an AUTOCAP complaint, forwarded to us by the Vermont Attorney General Consumer Assistance Program Office.

VADA's AUTOCAP Program was created in 1982 to provide consumers and our members with a dispute resolution mechanism to avoid costly legal litigation, including small claims court and the Attorney General's office. To be successful, we need your cooperation and timely response to the complaints we forward.

~~After reviewing this complaint, it is our hope that working directly with your customer, you will be able to answer questions and/or arrive at a mutually acceptable resolution. We understand this is not always possible. In some cases, both parties prefer working with VADA staff, which is an effective alternative.~~

~~Please provide a written response within ten days of the date of this email, via return email, fax or USPS addressing the complaint, actions taken to respond; and what, if any, relief you are willing to extend. Both parties receive copies of all the correspondence submitted to AUTOCAP.~~

~~Should a case be referred to the AUTOCAP Panel (which consists of an equal number of dealer and consumer members), a hearing will be scheduled at the VADA Offices. We will contact you and the consumer to insure availability prior to setting the date.~~

~~Your participation in the AUTOCAP program is greatly appreciated.~~

~~Sincerely,~~

~~Marilyn B. Miller
AUTOCAP Director~~

From: Kim Gauthier <vtautocap@aol.com>

To: m_shapiro <m_shapiro@nissanvt.com>

Subject: Fwd: Fitzpatrick, John (Freedom Nissan) CAP VT #2017-06134

Date: Thu, Aug 31, 2017 3:54 pm

Attachments: 082817 Fitzpatrick (ID 148728).htm (53K)

Dear Mort,

Attached please find an AUTOCAP complaint, forwarded to us by the Vermont Attorney General Consumer Assistance Program Office.

VADA's AUTOCAP Program was created in 1982 to provide consumers and our members with a dispute resolution mechanism to avoid costly legal litigation, including small claims court and the Attorney General's office. To be successful, we need your cooperation and timely response to the complaints we forward.

After reviewing this complaint; it is our hope that working directly with your customer, you will be able to answer questions and/or arrive at a mutually acceptable resolution. We understand this is not always possible. In some cases, both parties prefer working with VADA staff, which is an effective alternative.

Please provide a written response within ten days of the date of this email, via return email, fax or USPS addressing the complaint, actions taken to respond; and what, if any, relief you are willing to extend. Both parties receive copies of all the correspondence submitted to AUTOCAP.

Should a case be referred to the AUTOCAP Panel (which consists of an equal number of dealer and consumer members), a hearing will be scheduled at the VADA Offices. We will contact you and the consumer to insure availability prior to setting the date.

Your participation in the AUTOCAP program is greatly appreciated.

Sincerely,

Marilyn B. Miller
AUTOCAP Director

From: AGO CAP <ago.cap@vermont.gov>
Sent: Saturday, August 26, 2017 1:49 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	John
Your Last Name	Fitzpatrick
Confirmation Number	WB17-00798
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Home
Your Age	57
I am a...	Veteran
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Freedom Nissan
Person's Last Name	Shaprio
Business Phone (1)	802-864-7400
Phone (1) Type	Office
Business Address	1095 Shelburne Rd
Business City	So. bURLINGTON
Business State	VT
Business Zip Code	05403
Description	Was sold a 2012 Frontier in 2014 and was given a car fax report stating no accidents. I have since found some repaired damage. Is there anything I can do? Thanks John
Incident Date	8/26/2017 12:00:00 AM

From: AGO CAP <ago.cap@vermont.gov>
Sent: Tuesday, September 5, 2017 3:44 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Joseph
Your Last Name	Cote
Confirmation Number	WB17-00822
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Mobile
Your Age	37
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Your Alternate Phone	
Alternate Phone Type	Mobile
Is your complaint about:	A bank, credit card or finance company
Business Name or Person's First Name	Toyota Financial Services
Business	(800) 874-8822

Phone (1)	
Phone (1) Type	Office
Business Address	PO Box 5490
Business City	Cedar Rapids
Business State	IA
Business Zip Code	52409
Business Website/URL	https://www.toyotafinancial.com/pub/home/
Description	<p>My father, Allyn Cote, died in February of this year. I am his son, Joseph Cote. He had a car loan with Toyota Financial Services for a 2015 Tundra. His payments were automatically taken from his checking account, which I am also named on. After notifying Toyota Financial he had died, I told them we intended to stay current on payments and eventually sell the truck. Unbeknownst to me, Toyota stopped taking payments from the checking account in May and after 3 missed payments, repossessed the truck on Sept. 1. Since I'm going through the probate process and haven't been officially named executor by a judge, Toyota refuses to discuss absolutely anything regarding my father's account, including refusing to take back payments.</p>
Amount of loss:	Estimated \$35,000
How would you like this matter to be resolved?	I would like the truck returned or it's actual value paid to us by Toyota less what is owed on the loan - not simply what they get at auction.
Incident Date	9/1/2017 12:00:00 AM



19001 South Western Avenue, WF21
Torrance, CA 90501

Hasler FIRST-CLASS MAIL

09/18/2017

US POSTAGE

\$000.42

ADDRESS

SERVICE

REQUESTED

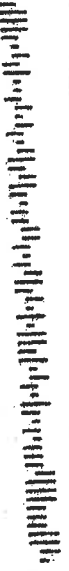
ZIP 90501
011E12650976



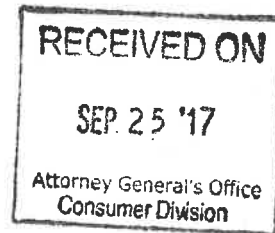
09/19/17 LA CA 90501

Ms. Mallory Curtis
State of Vermont
Office of the Attorney General
Public Protections Division
Consumer Assistance Program
Montpelier, VT 05609

05609



September 15, 2017



Office of the President and
Chief Executive Officer
19001 South Western Avenue
Torrance, CA 90501
(800) 874-8822 ext. 39479

Ms. Mallory Curtis
State of Vermont
Office of the Attorney General
Public Protections Division
Consumer Assistance Program
Montpelier, VT 05609

Re: Mr. Allyn Cote c/o Mr. Joseph Cote
Complaint No.: 2017-06289

Dear Ms. Curtis,

The Executive Office of Toyota Financial Services (TFS) is responding to a complaint filed by Mr. Joseph Cote concerning the account status for Mr. Allyn Cote.

Our records confirm that on June 21, 2017 we were notified of the passing of our customer Mr. Allyn Cote. We mailed an Autocheque Cancellation Confirmation Notice on that same day to the address that we have on file for Mr. Allyn Cote. Additionally, we did not assign the vehicle for repossession until August 29, 2017 based on the account being past due. Mr. Joseph Cote never advised us of his intentions to make payments and we do not have a Power of Attorney authorizing us to communicate with him regarding the status of his father's account.

On September 12, 2017 we mailed a notice of our plan to sell property which advised that we are allowing the vehicle to be purchased until the legal sales date of September 27, 2017 expires.

Please understand that Mr. Joseph Cote is not entitled to a refund as he is not our customer.

Should Mr. Joseph Cote have any further questions concerning the purchase of the vehicle, he can contact our Redemption Department at 800-279-9032.

Sincerely,

A handwritten signature in black ink, appearing to read "Adrian Chatman".

Adrian Chatman
Executive Administrator
(310)468-4227

2017-06289 (ID 150239)

From: webteam@uvm.edu on behalf of Allyn D Cote via The University of Vermont
<webmaster@uvm.edu>
Sent: Thursday, September 21, 2017 7:30 PM
To: AGO - CAP
Subject: 2017-06289

Submitted on Thursday, September 21, 2017 at 19:30

Complaint Number: 2017-06289

This update submitted by: Consumer (complainant) Your e-mail address:

Complaint

Status: unresolved Consumer Full Name: Allyn D Cote Business Name: Toyota Financial Services Business

Contact: Toyota Financial Services - (800) 874-8822 Response/update to complaint: Toyota, following what I believe is an illegal or at least unfair, repossession of my deceased father's

Toyota Tundra has not contacted me in response to the complaint I filed with your office. I have received a "Notice of Our Plan to Sell Property" listing my so-called options, which includes their plan to sell the truck at auction after Sept. 27, 2017, unless I pay off the loan in full PLUS their expenses. Their expenses, as far as I can determine, are all due to them refusing to take payments for the truck and repossessing it without notice. Please advise of any options I have moving forward.

Thank you,

Joseph Cote

Attach files to include in your complaint:

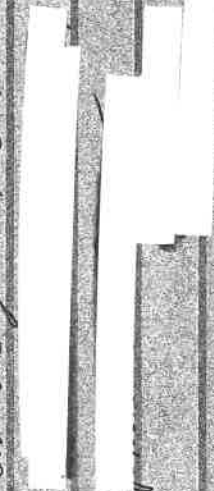
https://www.uvm.edu/sites/default/files/webform/Toyota_22notice_of_plan_to_sell_property22.jpg

The results of this submission may be viewed at:

<https://www.uvm.edu/node/244671/submission/10287>

FROM:

Chassey merton



1029



05809

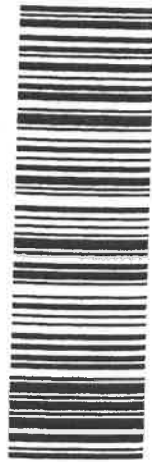
U.S. POSTAGE
PAID
PLAINFIELD, VT
05667
AUG 03, 17
AMOUNT
\$2.67
R2305K133375-02

first class

TO:

Consumer Assistance Program
109 State Street
Montpelier, VT,
05609

USPS TRACKING NUMBER



9500 1161 5886 7215 0695 27

ReadyPost®

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

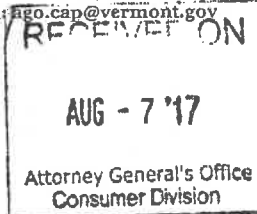
JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

WILLIAM E. GRIFFIN
CHIEF ASST. ATTORNEY
GENERAL



STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
PUBLIC PROTECTION DIVISION
TEL: (802) 656-3183
FAX: (802) 304-1014
OUTSIDE CHITTENDEN COUNTY
1-800-649-2424

ADDRESS REPLY TO:
CONSUMER ASSISTANCE PROGRAM
109 State Street
Montpelier, VT 05609
www.uvm.edu/consumer
e-mail: ago.cap@vermont.gov



Consumer Complaint Form

Reference Number: AG17-060603

Consumer Information (Complaint By):

Consumer First and Last Name: Chassidy Melton Age: 40
Submitted by: _____ (If filing on another's behalf.)
Organization Name: _____ (If filing on behalf of a business/organization.)
Mailing Address (For Complaint Correspondence): _____
City: _____
Primary Phone: _____ Phone Type (Circle One): Home ☐ Cell ☒ Office / Other: _____
E-mail: _____ @ _____
The Consumer is: A senior citizen _____ Active Military _____ A Veteran _____ A Student _____ Under 18 _____

Business Information (Complaint Against):

Business Name: Poulin Auto Sales, Inc.
Point of Contact for Business: Barre VT (Charay Beard Sales Person)
Mailing Address: 473 Barre RD City: Barre ST: VT ZIP: 05641
Business Phone: 802 - 476 - 8159 Fax: _____
E-mail: _____ @ _____ Website: _____

Amount of Loss: \$47,846.40 How did you find CAP? _____

Complaint Details (attach additional pages if needed):

Events as they happened:

Continue from page - (4)

Called Poulin auto on Aug. 2nd To Talk
to owner, Charay Stated owner was out
for a Operation, Not Shure when he'll be
back. Maybe a week, She left a Note on
~~the~~ his Desk, — He will call when he gets
back,

Relief you desire:

on Aug. 3rd Boyfriend Called
and asked for owner, lady
Stated he wasnt in because it was
Auction Day

Aug. 1. 2017.

PREPARED BY	
DATE	

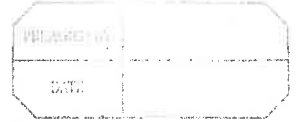
Hi my name is Chassidy Melton,
I'm a single mother of 2 children,

I bought a 2013 Ford escape last fall from Poulin Auto that seemed like it was in good shape but constantly had motor issues, I brought the car back to Poulin and told them I did not want the car for that simple fact and every other week I was at the shop with the car, And it was un-reliable, The Sales woman Charay Beard seemed to understand and was willing to help fix this problem and get me into a better car/Truck.

On 6-20-2017 I went back to the shop to make a trade for the 2013 escape, me and Charay Beard talked and I waited half the Day finally we talked about what I was wanting and Price Range Ideas, I told her I would like around the same amount as I was paying for the escape \$350. or less for that was in my Range,

Charay pulled up a 2013

(2)



1 \$-150 and told me to go
2 for a test Drive, I liked the Truck,

3 I went back and we
4 talked about the Truck, She
5 stated the payment was \$569.60
6 and they could pay off a
7 loan I had so that I could
8 afford the Truck, I wrote down
9 the math in front of her \$115. two
10 times and it seemed to be
11 OK. She also stated the bank
12 would let me do split payment
13 so my payment's would be
14 easier on me, so I agreed and
15 signed and drove away.

16 The next week I did not
17 get any paperwork from Poulin
18 on the Truck so I drove there
19 to get them, I got home and
20 read the paper's there was
21 no information about the loan
22 so I called. She stated
23 that that was not the loan
24 they could pay off, thus I
25 told her I could not pay
26 for this truck without that
27 extra money in my paycheck,
28

(3)

PREPARED BY	
DATE	

The next day I called the bank to see about split payments they told me they did not do that, I told the bank I could not pay for the truck and what to do? They said call Poulin and see if they would drop the agreement, thus I called Poulin yet again,

Charay said she would see what she could do and call me back I waited over a week!!

So I contacted legal aide, she called Charay and Charay told the lawyer she'd call. She never did so I called Poulin yet again,

I called her today Aug. 1st and told her I cannot pay for this truck plus the insurance and live!

Charay said she would let management call me I waited all day for a phone call,

PREPARED BY	
DATE	

I have tryed and tryed
to have them understand I
Cannot aford this truck on
what I make, And It Seems
I Just get the Run around,
I am beyond Stressed
and wait Nothing to do with
Poulin auto,

I feel i was taken advantage
of and misled,

I am gonna have to cancel
the Insurance for the Simple fact
I Cant pay for it NOR the
Truck,

I' Just wait them to
take the Truck back and call
It done, I am very unhappy,

Thank you for your time
and I pray Someone can help

I have enclosed copys of
what I make and what they
have charged me for wich is
more than my paychecks -

Thank you
Chas'ay merten

RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

Dealer Number 223 Contract Number N/A

Buyer Name and Address (Including County and Zip Code) PETER S JAMELE	Co-Buyer Name and Address (Including County and Zip Code) CHRISTY L MELTON	Seller-Creditor (Name and Address) POULIN AUTO SALES, INC 473 E Barre Rd Barre, VT 05641
--	---	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2013	FORD F-150		<input type="checkbox"/> Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ <u>0.00</u> is
<u>5.30 %</u>	<u>\$ 8,031.95</u>	<u>\$39,814.45</u>	<u>\$ 47,846.40</u>	<u>\$47,846.40</u>

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
<u>84</u>	<u>\$69.60</u>	Monthly beginning <u>08/04/17</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Or As Follows:

N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 10 or 5 % of the part of the payment that is late, whichever is greater.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

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

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price \$ 33,500.00 (1)

2 Total Downpayment = 2013 FORD ESCAPE
 Trade-In (Year) (Make) (Model)
 Gross Trade-In Allowance \$16,300.00
 Less Pay Off Made By Seller \$20,056.51
 Equals Net Trade In \$ 3,756.51
 + Cash \$ 2,599.00
 + Other \$ N/A
 (If total downpayment is negative, enter "0" and see 4l below) \$ 0.00 (2)
\$ 33,500.00 (3)

3 Unpaid Balance of Cash Price (1 minus 2)

4 Other Charges Including Amounts Paid to Others on Your Behalf
 (Seller may keep part of these amounts):

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.
 Life \$ N/A
 Disability \$ N/A \$ N/A

B Vendor's Single Interest Insurance
 Paid to Insurance Company \$ N/A

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A

Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A Term N/A
 Type of Insurance

Premium \$ N/A

Insurance Company Name N/A

Home Office Address N/A

☐ N/A Term N/A
 Type of Insurance

Premium \$ N/A

Insurance Company Name N/A

Home Office Address N/A

Chassidy L Melton

Company
7493
Number
594782
Social Security #
Hire Date
3/23/2016
Check Date
6/30/2017

Heaton Woods

CTO FT 60.560-59.920= 0.640 HOURS

10 Heaton Street
Montpelier, VT 05602 802-223-1157

Earnings

Description	Location / Job	Rate	Hours/Pieces	Current	Year To Date	Description	Current	Year To Date
Regular		12.50	3.14	39.25	459.83	Fed (S0) (1010.98)	120.45	1525.74
Bonus					74.32	OASDI (1010.98)	62.68	798.28
Holiday @1.5					10.50	Medicare (1010.98)	14.66	186.71
CTO		12.50	10.44	130.50	1230.30	VT (S0) (1010.98)	32.27	410.05
Evening Shift		13.00	51.67	671.71	8706.43	Savings 287XXXX	115.00	920.00
Night Shift		14.00	0.08	1.12	114.85	Checking		1520.26
Weekend Shift					11.04	Net Checking 08017XXXX	685.92	6548.43
Weekend Evening		13.50	14.67	198.05	2170.83	S125 Accident Insurance	12.48	162.24
Evening Shift OT					156.44	NCFU Loan		345.00
Night Shift OT					6.44	Affec Dental Pre-Tax	17.17	206.04
Evening Holiday Worked					300.00			
Total Earnings			80.00	1040.63	13243.98	Total Deductions	1040.63	12822.75
NET PAY			780.92	Total Direct Deposits	780.92	Check Amount	0.00	821.23

REMOVE DOCUMENT ALONG THIS PERFORATION

DO NOT ACCEPT THIS CHECK without confirming presence of Artificial Watermark on back. Other security features are listed on back.

Heaton Woods

10 Heaton Street
Montpelier, VT 05602

Burlington, VT 2116

Check Date 6/30/2017 Check Number Memo

Pay No Dollars and No Cents

To the Order of:

RCP
Chassidy L Melton
1995 East Hill Road
Plainfield, VT 05667

594782 -99968115
NON NEGOTIABLE



Authorized Signature

Poulin Auto Sales, Inc
473 E Barre Rd
Barre, VT 05641
(802) 476-8159

Date: 07/09/2017

013799 0 0711 4363 8729 1/1 BIN:0
CHASSIDY L MELTON

1



Dear Applicant,

Thank you for applying to us for auto financing. After carefully reviewing your application, we are sorry to advise you that we cannot provide credit to you at this time or that we cannot provide credit on the terms you requested.

You should understand that as a dealer, we generally sell or lease vehicles on credit only if a third party like a bank or finance company will agree to buy the contract from us on terms that are financially acceptable to us. Regrettably, we could not do that in this instance.

If you would like a statement of specific reasons why your application was denied, please contact our Finance Director at the number or address shown above within 60 days of the date of this letter. We will provide you with the statement of the reasons within 30 days after receiving your request. If we provide the reasons to you orally, you have the right to request us to confirm them in writing within 30 days of our receiving your written request to do so. You should also receive letters from the financing sources to which we submitted your credit application giving their reasons for not providing credit to you or not providing credit on the terms you requested.

If we obtained information from a consumer reporting agency as part of our consideration of your application, it is checked and its name, address, and toll-free telephone number is shown below. The reporting agency played no part in our decision and is unable to supply specific reasons why we denied credit to you. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. You have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

You can find out about the information contained in your credit report (if one was used) by contacting each consumer reporting agency that is checked below.

☒ Experian
P. O. BOX 2002
Allen, TX 75013
(888) 397-3742
www.experian.com

☐ Equifax
P.O. BOX 740241
Atlanta, GA 30374
(800) 685-1111
www.equifax.com

☒ TransUnion
P.O. BOX 1000
Chester, PA 19022
(800) 888-4213
www.transunion.com



Heritage Family Federal Credit Union

30 Allen Street
Rutland, VT 05701
Phone 888-252-8932 Fax 802-773-6259

06/27/2017

~~PETER JAMELE~~

Dear ~~PETER~~,

Welcome to Heritage Family Credit Union and congratulations on your recent purchase. Your acquisition was made even easier by selecting a dealer who participates in the Credit Union Direct Lending Program.

As a new member of the credit union you will find enclosed disclosures and account card with your membership number listed. This membership number is used for access to both your savings account, which was established when you became a member of the credit union, and also your new loan. Now that you are a member you may apply for other products and services that the credit union has to offer; please visit www.hfcvut.com and take a look!

This letter also confirms your loan information as follows:

Loan Amount: \$39814.45

Interest Rate: 5.300%

Term: 84

Payment Amount: \$569.60

First Payment Due Date: 08/04/2017

loan 01

****Please Note:** The credit union does not provide coupon books or bills.

Also enclosed are a few mailing envelopes that can be used to mail in your payment. You may also make your payment in the following manner:

- Complete the enclosed Automated Loan Payment Form
- Directly at any of our branches
- Direct Deposit from you payroll processor to you Savings Account and auto transfer to the loan
- Shared Branching visit; www.cuservicescenter.com to find a participating credit union near you and make payments at their teller line

Thank you for selecting Heritage Family Credit Union for your financing. We look forward to servicing your future financial needs. If you have any questions regarding your loan financing, further payment options, or credit union services please call our Call Center at (888) 252-8932.

Sincerely,

Randy Brown

Randy Brown
SVP/Consumer Lending

Called Bank, They are NOT willing to do split Payments

*as charged
Beard claimed*

they would AFTER

*me singing
Contract on \$150*

1/20



GEICO Indemnity Company

RECURRING CARD PAYMENT NOTIFICATION

Policy Number & Period

Auto

Policy:

Sep-09-17 to Mar-09-18

Payment Activity

Activity Date & Description

PREVIOUS BALANCE AS OF Jun-28-17

Jul-09-Payment Received - Thank You

Jul-21-Policy Renewal

CURRENT BALANCE AS OF Jul-24-17

Amount	
373.25	\$
-189.15	\$
1,405.00	\$
1,589.10	\$

Automatic Charges To Your Card Account

Due	Amount
Aug-09-17	\$ 189.10
Sep-09-17	\$ 239.17
Oct-09-17	\$ 239.17
Nov-09-17	\$ 239.17
Dec-09-17	\$ 239.17
Jan-09-18	\$ 239.17
Feb-09-18	\$ 239.15

Each installment includes a \$5.00 premium installment charge.

Thank you for enrolling in Auto Pay. We will automatically deduct your payments from your debit/credit card. If you have an email address on file and choose to receive Policy Services emails, you will receive reminder notices via email prior to your scheduled payment. Reminders will not be mailed. To terminate automatic payments, you must notify us by phone or at geico.com at least three business days before your next scheduled transaction to prevent payment processing. To review your billing and payment information, log in online at geico.com. Don't forget, you can also use GEICO's Mobile App to service your policy on the go.



401021445640804944060010353

169731417 0000108 0000001 0000001 00010353/0020000

From: AGO CAP <ago.cap@vermont.gov>
Sent: Friday, September 8, 2017 3:03 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Thomas
Your Last Name	Corso
Confirmation Number	WB17-00833
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Home
Your Age	73
I am a...	Senior
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Faith's Ford
Person's Last Name	Manager Ed
Business Phone (1)	802 258 2400
Phone (1) Type	Office
Business Phone (2)	802 258 2400
Phone (2) Type	Office
Business E-Mail Address	faithsfordbdc@bdctrsk.com
Business Address	1147 Poutney Rd.
Business City	Brattleboro
Business State	VT
Business Zip Code	05301
Business Website/URL	www.faithsford.com
Is your complaint about	Yes

a vehicle you purchased?	
What is the year of your vehicle?	2017
What is the make and model of your vehicle?	ford, focus sel
Is the vehicle new or used?	New
Where did the vehicle receive its last state inspection?	?
Inspection sticker number, date and color:	?
When was the vehicle purchased?	ordered,not purchased
What was the purchase price?	\$22,795
Which of the following apply to the vehicle?	Other
Description	<p>Signed contract to purchase new car Vin # 333731 on 9-5-2017. Dealer called on 9-7-2017 saying he could not get that car and he would look for the same type car from another dealer. Later that day he called back and said he found a car. and did I want it. I said yes but e-mail a copy of the invoice sticker, which he did. After looking at the invoice and thinking about it I decided against the deal as it was not the original vin I contracted for. The dealer lied about having that car.</p> <p>Today 9-8-2017 I called the dealer and asked for my \$500.00 deposit back and the dealer was nasty and said noway.end of conversation. Today I sent a certified letter.return receipt to dealer cancelling the order.</p>
Amount of loss:	\$500.00
How would you like this matter to be resolved?	I would loke my \$500.00 deposit back.
Please list any documents you have available related to this complaint (and attach copies at the end of this form, or mail/fax them to us)	Purchase/sales contract
Incident Date	9/8/2017 12:00:00 AM

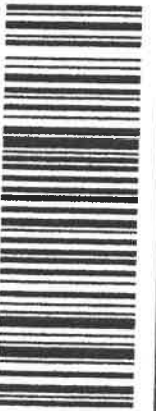
file # 2017-06488 (ID 150379)

From: Thomas Corso
Sent: Sunday, September 24, 2017 10:12 PM
To: AGO - CAP
Subject: file # 2017-06488

On Saturday 9-23 17 I received the return of my deposit from Faith's Ford.
I wish to thank you for your assistance with this problem.
Thomas Corso

CERTIFIED MAIL®

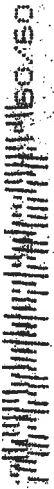
Dr Clark



7017 0660 0000 2400 0883

RETURN RECEIPT
REQUESTED

*Attorney General
T. J. Donovan
109 State Street
Montpelier VT 05609*



1000



05609

U.S. POSTAGE
PAID
CHESTER, VT
05143
SEP 09, 17
AMOUNT

\$6.31

R2305K133775-02



Sept 8, 2017

Attorney General

T. J. Donovan

Dear Sir.

Time is running out
for me

RECEIVED ON

SEP 12 '17

Attorney General's Office
Consumer Division

I am in need of urgent legal
advise. Feeling being taking advantage
of through car dealerships..

Not well, was in hospital for two days
from being hit on Wellwood Orchard Rd
So much would need to explain in letter

I was told if the car report was not at
The Motor Vehicle Dept by the 15th of
this month they would ^{fine} my driver's license

How could this be. I was hit. another car
ran into mine. For past - since July 19th
2017 been under so much stress having
tests - resulting from tests taking at the

Springfield Hospital. All this time I'm to
blame - was told I was to call the in-
surance co - Car in repair body shop. July 21st
up on over \$8,000.00 in damages. Still have not

received the report from Body Shop on Charles-
town Rd. Are they purposely causing this on me?

Why is everything against me. I feel
I've always been a good person. Please
I'm elderly, ill, arthritis. wear hearing aids
in both ears. Some kinds of problems in throat

would need someone very in depth as to
The laws even reading between the lines
a card (credit) was force on me through
the mail from car dealerships - also given
coupons to work done by them. (cut card up)

They never asked about my credit or
my health. Have all the paperwork

Please I need help.. Called Senior
Solutions. They or she told me the
Credit card was forgery.

many other charges such as to the
tires - a public tax. ? understanding one
has to pay a tax to state but all these
other charges - Besides my car was
gone when going back to get the floor mats
when calling asking to speak with owner
was told he was not there - has 9 other
business to run

Please I need help. No transportation
to go anywhere. Current only takes me to
3 appts (medical) a month.

Thank you

Dorinda R. Clark...

Autocap Case Record

Case #

085-17

Date Received

10/10/2017

Closed Date

12/6 /2017

Consumer-FIRSTN

Irvina

Consumer-LASTNAM

Clark

Date Acknowledged

11/17/2017

Consumer Respons

12/1 /2017

Complaint Type

Sales

Purchase Date

6 /12/2017

Year/Make Model

2016 Chevrolet Cruze

Mileage

35,964

Price Sold

\$18,755

As Is

☐

Member Name

Springfield Auto Mart, Inc.

Member Contact

Kyle Sipples

Member Response Due

11/6 /2017

Resolution Process

Staff

Panel

☐

Referred to

Resolution

Dealer

Case Notes

10/30 - Rec'd dealer response
11/17 - Mailed to consumer
11/28 - Rec'd consumers response
12/6 - Reviewed and closed

Notes (Summary)

Consumer states dealership talked her into buying a car she couldn't afford. Consumer signed all appropriate paperwork.

AUTOCAP

AUTOMOTIVE CONSUMER ACTION PROGRAM

December 6, 2017

AUTOCAP Case # 2017-06698

Irvina Clark

Thank you for your response to the letter from Springfield Auto Mart.

Based on your complaint and the response letters we received from both parties, you knowingly agreed to the deal and signed each of the documents. AUTOCAP does not have the authority to undo a legal transaction.

We will forward your complaint to the Office of Consumer Assistance where it will be kept on file for future reference.

Sincerely,



Kim Gauthier
AUTOCAP Coordinator

QUOTE # 67640
DATE 06/12/17



Route 106
No. Springfield, VT 05150
(888) 999-0748 • (802) 886-2281 • Fax (802) 886-2505

EMAIL		
BUYER'S NAME IVIRNA R CLARK		
STREET ADDRESS		
CITY	STATE	ZIP
PHONE HOME BUSINESS		
CO-BUYER'S NAME		
STREET ADDRESS		

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ OTHER SIDE)

THE INFORMATION YOU SEE ON THE (FEDERAL TRADE COMMISSION) WINDOW FORM IS PART OF THIS AGREEMENT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Purchaser warrants title of Trade-in is NOT marked SALVAGE OR REBUILT. If so marked and not disclosed, sale will be void or subject to renegotiation.

PURCHASER SIGNATURE: *Irvin R Clark*

THE VEHICLE

☐ NEW ☒ USED ☐ DEMONSTRATOR 1YB STOCK NO. SAP378

MAKE CHEV MODEL CRUZE

BODY COLOR SILVER BODY TYPE

SERIAL NO. 1 0 1 P F 5 S B 6 0 7 2 2 7 5 5 2

DEL. DATE 06/12/17 MILEAGE 35964

THE PRICE

PRICE	18755.00
SERVICE CONTRACT	1801.00
GAP	795.00
MAINTENANCE PLUS	369.00

THE TRADE

YEAR 2004 MAKE DODG

MODEL STRAD BODY TYPE SD

COLOR GRAY MILEAGE 88289

SERIAL NO. 1 E 3 E L 3 6 X X 4 N 3 7 7 4 5

PLATE NO. EXP. DATE NEED PLATES ☐

TOTAL	21720.00
TRADE ALLOWANCE	900.00
TRADE DIFFERENCE	900.00
TOTAL TAXABLE PRICE	20820.00

TRADE ALLOWANCE 900.00

BALANCE OWED

NET TRADE 900.00

TOTAL 21720.00

TRADE ALLOWANCE 900.00

TRADE DIFFERENCE 900.00

TOTAL TAXABLE PRICE 20820.00

THE CLOSEOUT

BAL. OWING TO

ADDRESS

ACCOUNT #

TOTAL TAXABLE PRICE 20820.00

TAXES AND OTHER FEES

DOCUMENTATION FEE \$ 275.00

OTHER

TOTAL SELLING PRICE 21095.00

TOTAL AMOUNT OWED

GOOD UNTIL

PER DIEM

SPOKE TO TELEPHONE #

CLOSE-OUT AMOUNT

SUB-TOTAL 21095.00

DEPOSIT OR CREDITS

SUB-TOTAL 21095.00

BANK FEE VSI FEE \$ 95.00

THIS FINAL AGREEMENT IS BASED ON:

\$ ALLOWANCE 900.00 \$ DIFFERENCE 900.00

CASH ON DELIVERY

MEMO: TAX: 1087.80

TITLE: 46.00

LICENSE: 25.00

TOTAL \$ 22348.80

BUYER'S SIGNATURE *Irvin R Clark*

CO-BUYER'S SIGNATURE

APPROVED *[Signature]*

DEALER OR AUTHORIZED REPRESENTATIVE

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER
SEE OTHER SIDE FOR ADDITIONAL TERMS

©NHAD SERVICES, INC. - 1-800-852-1372 (US-4735)

Retail Installment Contract and Security Agreement

Seller Name and Address

SPRINGFIELD AUTO MART INC.
ROUTE 106
NORTH SPRINGFIELD, VT 05150
802-886-2281

Buyer(s) Name(s) and Address(es)

IVIRNA R CLARK

No.

Date

06/12/2017

☐ Business, commercial or agricultural purpose Contract. ☐ Refer to the attached addendum for additional Buyers and their signatures.

67640

Truth-In-Lending Disclosure

Annual Percentage Rate The cost of your credit as a yearly rate.	Finance Charge The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid when you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your down payment of
5.00%	\$ 3805.20	\$ 22348.80	\$ 26154.00	\$ 900.00
				\$ 27054.00

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
76	\$ 344.78	MONTHLY BEGINNING: 07/27/2017
	\$ N/A	N/A
	\$ N/A	N/A

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of 12% of the unpaid amount of the payment due.

Prepayment. If you pay off this Contract early, you will not have to pay a penalty.

Filing Fees. \$ 9.00

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2014	CHEVROLET	CRUZE		1G1PF5SR6G7227552	35964
<input type="checkbox"/> New				Other:	
<input type="checkbox"/> Used					
<input type="checkbox"/> Demo					

Description of Trade-In

2004 DODGE STRATUS
1G3EL36XX4M371745

Conditional Delivery

☐ Conditional Delivery. A Conditional Delivery Agreement is being signed along with this Contract. The Conditional Delivery Agreement is incorporated by reference into this Contract, and a copy of the Conditional Delivery Agreement is attached to this Contract.

Itemization of Amount Financed

a. Price of Vehicle, etc. (incl. accessories)	\$ 18755.00
b. Manufacturer's rebate:	\$ N/A
c. Cash Price (a-b)	\$ 18755.00
d. Trade-in allowance	\$ 900.00
e. Less: Amount owing, paid to (includes k):	\$ N/A
f. Net trade-in (d-e; if negative, enter \$0 here and enter the amount on line k)	\$ 900.00
g. Cash payment	\$ N/A
h. Deferred down payment	\$ N/A
i. Down payment (f+g+h)	\$ 900.00
j. Unpaid balance of Cash Price (c-i)	\$ 17855.00
k. Financed trade-in balance (see line f)	\$ N/A
l. Service Contract, paid to:	\$ N/A
ALL APF	\$ 1801.00
m. Paid to public officials - filing fees	\$ 9.00
n. Paid to public officials - purchase and use tax	\$ 1087.80
o. Paid to public officials - other:	\$ 62.00
p. Insurance premiums	\$ N/A
q. P.A.P.	\$ 795.00
r. ROAD HAZARD TIRE	\$ 369.00
s.	\$ N/A

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

Assignment

This Contract and Security Agreement is assigned to NBT BANK, N.A.

62 S BROAD ST. NORWICH, NY 13816

The Assignee, phone

1-800-698-2255

This assignment is made

☒ under the terms of a separate agreement made between the Seller and Assignee.

☒ under the terms of the Assignment by Seller section on page 2.

☐ This Assignment is made with recourse.

Seller: SPRINGFIELD AUTO MART INC.

By: [Signature] Date: 06/12/2017

Additional Protections

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

Additional Gap Disclosures.

Parties to the agreement:

Eligibility requirements for coverage:

Conditions or exclusions associated with the Gap Waiver or Gap Coverage agreement:

U. _____ \$ _____ N/A
V. _____ \$ _____ N/A
W. 10 ASSIGNMENT / VS \$ _____ 55.00
X. _____ \$ _____ N/A
Y. Total Other Charges/Amts Paid (k thru x) \$ _____ 4492.80
Z. Prepaid Finance Charge \$ _____ N/A
aa. Amount Financed (j+y-z) \$ _____ 22340.90
We may retain or receive a portion of any amounts paid to others, except those fees paid to public officials.

Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life

☐ Single ☐ Joint ☒ None

Premium \$ _____ Term _____ N/A

Insured

Credit Disability

☐ Single ☐ Joint ☒ None

Premium \$ _____ Term _____ N/A

Insured

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

By: _____ DOB _____

By: _____ DOB _____

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ _____ 500.00. If you get insurance from or through us you will pay \$ _____ N/A for _____ of coverage.

This premium is calculated as follows:

☐ \$ _____ N/A Deductible, Collision Cov. \$ _____ N/A
☐ \$ _____ N/A Deductible, Comprehensive \$ _____ N/A
☐ Fire-Theft and Combined Additional Cov. \$ _____ N/A
☐ \$ _____ N/A

Liability Insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated.

☒ Single-Interest Insurance. You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ _____ 55.00 for _____ term of coverage.

Sales Agreement

Payment. You promise to pay us the principal amount of \$ _____ 22340.90 plus finance charges accruing on the unpaid balance at the rate of _____ 5.04% per year from the date of this Contract until maturity. Finance charges accrue on a _____ 365/365 day basis. After maturity, or after you default and we demand payment, we will charge finance charges on the unpaid balance at _____ 5.04% per year. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the Truth-in-Lending Disclosures. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the itemization of Amount Financed.

Retail Installment Contract-VT
Bankers Systems
Wollers Kluwer Financial Services © 1995, 2009

ILD00037 20140

RSSIMVLP-VT 2/15/2009 Customized
Page 1 of 2

Service Contract

Term _____
Price \$ _____ 72 MONTHS 1801.00
Coverage _____ 72 MONTHS / 48000 MILES

Gap Waiver or Gap Coverage

Term _____ 75 MONTHS
Price \$ _____ 795.00
Coverage _____ SEE GAP CONTRACT FOR COVERAGES

N/A

Term _____ N/A
Price \$ _____ N/A
Coverage _____ N/A

By: Josina R Clark 06/12/2017
Date

By: _____ Date _____

Signature Notices

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

Signatures

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

By: Josina R Clark 06/12/2017
Date

By: _____ Date _____

NOTICE TO RETAIL BUYER. 1. Do not sign this contract in blank. 2. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it.

Buyer
By: Josina R Clark 06/12/2017
Date

By: _____ Date _____

Seller
WINDFIELD AUTO MART INC.

By: _____ 06/12/2017
Date

SPRINGFIELD AUTO MART INC.
ROUTE 106
NORTH SPRINGFIELD, V05150
802-886-2281

WE OWE

67640

NAME IVIRNA R CLARK STK. NO. SAP3781 NEW USED XXX
ADDRESS YEAR MAKE CHEVROLET
CITY ZIP MODEL CRUZE
PHONE SERIAL NO. 1G1PF5SB6G7227552
SALESMAN DEAL, HOUSE DEL. DATE 06/12/2017

QTY.	NAME OF ITEM	PART	LABOR
	NOTHING OWED FROM DLR		

No verbal promises or representations have been made except _____
I hereby accept this WE OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE,
and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.
(FOR APPOINTMENT CALL SERVICE DEPT.)

YOU OWE

YOU OWE	TO BE RECEIVED		YOU OWE	TO BE RECEIVED	
	DATE	TIME		DATE	TIME
1) Title to Trade In Vehicle			4) Other TRADE TITLE		
2) All Monies			5) Other		
3) Valid Insurance Card			6) Other		

I hereby agree to provide such items in a timely manner.

DATE 06/12/2017

CUSTOMER IVIRNA R CLARK

APPROVED [Signature] MANAGER

TRUTH IN LENDING ACT DISCLOSURE AFFIRMATION

I, IVIRNA R CLARK, as indicated by my signature below, affirm the following:

Check any non-applicable statements:

☐ At a point prior to consummating the finance agreement, if requested I took into my personal possession, for the purpose of reviewing its contents, a blank copy of the finance agreement I was asked to sign.

☐ In the course of consummating the finance agreement, I received a fully completed contract and was given ample time to review its contents, including the itemized charges for the optional products and services, before being asked to sign it.

After reviewing the contents of the finance agreement:

☐ Any questions I had were answered to my complete satisfaction before I was asked to sign.

☐ I signed the agreement with a clear understanding of the terms and conditions.

☐ After the contents were fully disclosed and comprehended by myself and my co-buyer (if applicable), the finance agreement was signed and I was given an executed copy to keep in my possession.

☐ I HAVE BEEN ADVISED OF MY INTEREST RATE AND UNDERSTAND ALL CHARGES PERTAINING TO MY PURCHASE.

x IVIRNA R CLARK
(Customer Signature)

6/12/17
(Date)

x [Signature]
(Dealer Representative)

6/12/17
(Date)



ALLY PREMIER PROTECTIONSM - VERMONT CONTRACT REGISTRATION

Vehicle Information				
Vehicle ID Number	Year	Make	Model	
1G1PF5SB6G7227552	2016	Chevrolet	Cruze Limited	
Vehicle In-Service Date	Contract Purchase Date	Current Odometer Reading	<input type="checkbox"/> Certified Pre-Owned <input type="checkbox"/> Walk-In	
06/12/2016	06/12/2017	35964	<input type="checkbox"/> Limited Warranty	
Contract Holder(s)				
Contract Holder's First & Last Name or Company Name			Email Address	
IVIRNA CLARK				
Address			Phone Number	
State			Zip Code	

Vehicle Service Contract (VSC)				
Coverage Level	Deductible	Surcharges	Term	Cost
<input checked="" type="checkbox"/> Major Guard _®	<input type="checkbox"/> \$0 <input type="checkbox"/> \$50 <input checked="" type="checkbox"/> \$100 <input type="checkbox"/> \$200	<input type="checkbox"/> Business	Term in months / miles 72 / 48000	VSC \$ 1801.00
<input type="checkbox"/> Value Guard _®	<input type="checkbox"/> \$100 Disappearing (Deductible will be waived if covered repairs are performed by the selling dealership)	<input type="checkbox"/> Emergency		Surcharge(s) \$
<input type="checkbox"/> Basic Guard _®		<input type="checkbox"/> Lift Kit		Tax \$ 0.00
<input type="checkbox"/> Powertrain Wrap _®		<input type="checkbox"/> Snowplow		Total
				\$ 1801.00

Major Guard, Value Guard, and Basic Guard coverage starts on the Contract Purchase Date and at the Current Odometer Reading listed above, and expires at the earlier of the time and/or mileage of the selected Term, whichever occurs first. *Powertrain Wrap coverage starts from the Vehicle In-Service Date and zero odometer miles, and expires at the earlier of the time and/or mileage of the selected Term, whichever occurs first.

Lienholder		
<input type="checkbox"/> Ally or <input type="checkbox"/> SPP or Enter Lienholder Name		
NBT BANK (NBT)		
Address		
52 S BROAD ST		
City	State	Zip Code
NORWICH	NY	13815

Selling Dealer Information			
Dealership Name	Dealer ID (Required)	Employee ID (Optional)	Phone Number
SPRINGFIELD BUICK, GMC	160005	1817	802-886-2281
Mailing Address	City	State	Zip Code
431 RIVER ST	NORTH SPRINGFIELD	VT	05150-9756

Signature	
By signing this, I agree to all the terms and conditions on the front and back of this form. I acknowledge receipt of the complete VSC coverage agreement at the time of signing. I acknowledge that purchase of this Contract is not required in order to purchase or obtain financing for a motor vehicle.	
Contract Holder Signature <i>Ivirna R Clark</i>	Date 06/12/2017

The service company/provider is Universal Warranty Corporation, PO Box 6855, Chicago, IL 60680-6855 1-800-631-5590.

Promotion Code: _____

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Ally Auto, Major Guard, Value Guard, and Basic Guard
are registered service marks of Ally Financial.
Ally Premier Protection is a service mark of Ally Financial.

R1

POSTED

VSC-REG-AGR-UWC-VT (10-14)
LZX97363

If you do not receive your Coverage ID Card in the mail within 60 days, call 1-800-631-5590



Ally GAP Addendum

Vehicle Information					
Vehicle ID Number 1G1PF5SB6G7227552	Year 2016	Make Chevrolet	Model Cruze Limited		
MSRP (New) / NADA (Used) 17050.00		Odometer Reading 35964			
Customer/Borrower/Lessee					
First & Last Name or Company Name IVIRNA CLARK			Co-Buyer Name		
Address			Email Address		
City	State	Zip Code	Phone Number		
Financial Agreement					
<input checked="" type="checkbox"/> Installment Sale	<input type="checkbox"/> Lease	<input type="checkbox"/> Balloon	Effective Date 06/12/2017	Term 75	
Amount Financed/Lease Cap Cost 22348.80			Finance Rate/Lease Charge 5.04		
Guaranteed Auto Protection (GAP)					
The Charge to You for this GAP Addendum: 795.00			<input type="checkbox"/> COMMERCIAL USE/REGISTRATION: AVAILABLE ONLY FOR MOTOR VEHICLES UP TO 14,000 POUNDS GVW		
Maximum Amount Financed/Lease Cap Cost: \$125,000			Maximum Deductible Amount: \$1,000		
MAXIMUM ELIGIBILITY LIMIT: The amount financed or lease cap cost may not exceed 150% of the lowest of (a) the vehicle purchase price as shown on the Financial Agreement, (b) MSRP, or (c) NADA or equivalent retail book value.			Maximum GAP and Financial Agreement Term: 84 MONTHS FOR NEW AND USED VEHICLES.		
PROGRAM ADMINISTRATOR: Universal Warranty Corporation PO Box 6543, Chicago, IL 60680 Toll Free: 800-631-5590					
Financial Institution			Issuing Dealer		
Name NBT BANK (NBT)			Dealership Name/Dealer ID (Required) SPRINGFIELD BUICK, GMC 160005		
Address 52 S BROAD ST			Address 431 RIVER ST		
City NORWICH	State NY	Zip Code 13815	City NORTH SPRINGFIELD	State VT	Zip Code 05150-9756
Phone Number			Phone Number 802-886-2281	Employee ID (Optional) 1817	
<p>You have read the entire disclosures and terms of this GAP Addendum and You agree to all of the terms of this GAP Addendum. You understand that neither the extension of credit, the terms of the credit, nor the terms of the related motor vehicle sale or lease may be conditioned upon the purchase of this GAP Addendum. This GAP Addendum will not be provided unless You sign below and pay the charges as shown above. THIS GAP ADDENDUM IS NOT A CREDIT INSURANCE POLICY AND NEITHER DOES IT PROVIDE PHYSICAL DAMAGE COVERAGE NOR ELIMINATE YOUR OBLIGATION TO INSURE YOUR VEHICLE UNDER APPLICABLE STATE LAW. YOU MAY WISH TO CONSULT AN INSURANCE AGENT TO DETERMINE WHETHER SIMILAR COVERAGE MAY BE OBTAINED AND AT WHAT COST. Unless You provide proof that the Financial Agreement has been terminated, all refunds will be made payable to the Financial Institution and may be applied to reduce the total amount owed under the Financial Agreement.</p>					
Signature					
<input checked="" type="checkbox"/> You want to purchase this GAP Addendum					
Customer/Borrower/Lessee Signature 			Co-Borrower/Co-Lessee Signature		Date
Issuing Dealer/Title Representative Name			Issuing Dealer Representative Signature 		Date

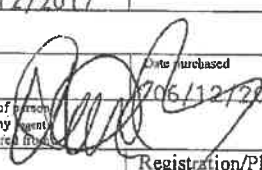

POSTED

OLD #1	<input type="checkbox"/> 2 Year	Title Brand	In Lieu Plate	Temp Plate Date	Reg Type	Index #	Expires
NEW #1	<input type="checkbox"/> LP						/
NEW #2		<input type="checkbox"/> 225 <input type="checkbox"/> 227 <input type="checkbox"/> 231 <input type="checkbox"/> 232 <input type="checkbox"/> 233 <input type="checkbox"/> 452 <input type="checkbox"/> 453 <input type="checkbox"/> 454 <input type="checkbox"/> 455 <input type="checkbox"/> 465 <input type="checkbox"/> 490C <input type="checkbox"/> 490P <input type="checkbox"/> NNR					

Vermont Registration Tax & Title Application | D119 05/2016 MTC

Audit/Receipt Line:

Do Not Write In Shaded Areas

Owner/Lessee	1 Vehicle is <input checked="" type="checkbox"/> Owned or <input type="checkbox"/> Leased		Email	
	Name IVIRNA R CLARK		EIN # (If business)	Phone
	Address where you get mail		Address where you live	
	City	State	ZIP	City
If name has changed, list previous name(s):		<input checked="" type="checkbox"/> Female <input type="checkbox"/> Male		Date of birth
Co-Owner/Lessor	Name		EIN # (If business)	Phone
	Address where you get mail		Address where you live	
	City	State	ZIP	City
	If name has changed, list previous name(s):		<input type="checkbox"/> Female <input type="checkbox"/> Male	
<input type="checkbox"/> Spouses <input type="checkbox"/> Joint Tenants <input type="checkbox"/> Tenants In Common <input type="checkbox"/> Business Partners <input type="checkbox"/> Transfer on Death (requires form T-07)				
Lienholder Name NBT BANK N.A.		Date of loan 06/12/2017	VT license # (if individual)	
Lienholder Address 52 SOUTH BROAD ST NORWICH NY 13815		Date purchased 06/12/2017		
Name of person or company vehicle acquired from SPRINGFIELD AUTO MART INC 017		Signature of person or company agent 		VT Dealer number 017
Address of person or company vehicle acquired from RTE 106 N SPRINGFIELD VT 05150		Date of sale 06/12/2017		
<input type="checkbox"/> New Registration (421) <input type="checkbox"/> Lease Buy-Out (421) <input type="checkbox"/> Title Only <input type="checkbox"/> Renew (421) <input type="checkbox"/> IRP Tax & Title <input type="checkbox"/> Exempt Title (25yr) <input checked="" type="checkbox"/> Transfer (421) <input type="checkbox"/> Weight Change <input type="checkbox"/>		Plate # DXS382	Registration/Plate Type <input checked="" type="checkbox"/> Car (19) <input type="checkbox"/> Truck (27) <input type="checkbox"/> Trailer (26, 25, 06) <input type="checkbox"/> Motorcycle (18)	
		Expires (month/year) 05/18	see instructions (#)	
Make CHEVROLET		Model CRUZE	Model Year 2016	Body Type 4 Dr.
Serial Number (VIN) 1G1PF5SB6G7227552		Color SILVER	Mileage (No Tenth) 35964	<input checked="" type="checkbox"/> Miles <input type="checkbox"/> Km <input type="checkbox"/> Hours
		# of Cylinders 4	<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel <input type="checkbox"/> Propane <input type="checkbox"/> Rebuilt <input type="checkbox"/> Hybrid <input type="checkbox"/> Electric <input type="checkbox"/> Other	
Trucks	# of Axles	Brake Type <input type="checkbox"/> HYD <input type="checkbox"/> Air <input type="checkbox"/> Other	Length x Width	Empty Weight
	Empty Weight	Loaded Weight	Trailer <input type="checkbox"/> 1500 or less (26) <input type="checkbox"/> 1501 or more (25)	# of Wheels
			CC's	# of Passengers
				Empty Weight
Purchase Price 9030.00		Purchaser of old vehicle SPRINGFIELD AUTO MART INC.		Do Not Write In Shaded Areas
Credit for Trade 900.00		City NORTH SPRING		
NADA Value		State VT		
Adjustments		Date of Sale 06/12/2017		
Net Taxable 8130.00		Year 2004		
		Make DODGE		
		Plate DXS382		
		VIN 1B3EL36XX4N371745		
		Tax Exempt #		
		Return #		
		Renewal Fee		
		Rater #		
		Registration (1)		
		Tax (2) 1087.80		
		Title (3) 46.00		
		Transfer (4) 25.00		
		Warranty (12)		
		Fuel User (31)		
		Other		
		Total 1158.80		
<p>The owner certifies that this vehicle 1) is properly equipped and in good mechanical condition; 2) was placed into use on or before the date this application was signed; 3) currently has liability insurance in effect as required by 23 V.S.A. §600 (a). If transfer of plates, the owner and/or this vehicle are not under suspension pursuant to 23 V.S.A. §3009(b). As the applicant for registration of a commercial motor vehicle, I hereby declare that I have knowledge of the Federal Motor Carrier Safety Regulations, Title 49 of the Code of Federal Regulations, as adopted by the State of Vermont.</p> <p>Application Must be Signed (In Ink)</p> <p> Signature (Owner/Lessee) 06/12/2017 Date</p> <p>Signature (Co-Owner/Lessor)</p>				



Dealer Report of Sale – Temporary Registration

Department of Motor Vehicles
Agency of Transportation
dmv.vermont.gov

67640

120 State Street
Montpelier, Vermont 05603-0001
802.828.2000
Toll Free: 888-99-VERMONT

This Form Must be Completed in Full and is NOT Valid for Intransit Permits
SPRINGFIELD AUTO MART INC.

017

Dealer: _____ Dealer #: _____

Owner(s): _____

Address: _____

Vehicle: CHEVROLET CRUZE 2016 SILVER 06/12/2017

Make Model Year Color Date Purchased
1G1PF5SB6G7227552 DXS382

Vehicle Identification Number Auto/Truck Plate #
06/12/2017 05/18

Date Issued: _____ Date Expires: _____

COMPLETE ONLY IF VEHICLE IS SALVAGE, SALVAGE AND REBUILT, OR TOTALED:

I/We certify that the motor vehicle described above is: ☐ Salvage ☐ Salvage and Rebuilt ☐ Declared a total loss by the insurer. This information has been conveyed to the purchaser, both orally and in writing in accordance with 23 VSA §2093(b) and §2093(c). If this section is completed, Buyer/Lessee please sign here:

THE TEMPORARY REGISTRATION EXPIRES 60 DAYS FROM DATE OF ISSUE
ANY ALTERATIONS WILL VOID THE CERTIFICATE

Motor Vehicle Trade In: 2004

Make Year Plate #
1B3EL36XX4N371745

Vehicle Identification Number

Purchase Price \$	19030.00
Trade-In Credit \$	900.00
Net Taxable Cost \$	18130.00
Tax Due \$	1087.80
Registration Fee \$	N/A
Transfer Fee \$	25.00
Title Fee \$	46.00
Warranty Fee \$	N/A
Misc. \$	N/A
TOTAL \$	1158.80

A VEHICLE NOT DISPLAYING A VALID VT INSPECTION STICKER MUST BE INSPECTED WITHIN 15 DAYS OF REGISTRATION. YOU MAY USE THIS TEMPORARY REGISTRATION TO HAVE YOUR VEHICLE INSPECTED.

ODOMETER DISCLOSURE STATEMENT

I state the odometer now reads 35964 (no tenths) and I hereby certify to the best of my knowledge that (check applicable statement below):

- ☐ The odometer reading is the actual mileage.
☐ The odometer reading reflects the amount of mileage in excess of its mechanical limits.
☐ The odometer reading is not the actual mileage. WARNING – ODOMETER DISCREPANCY

Dealer/Lessor Name (Print): SPRINGFIELD AUTO MART INC. Phone #: 802-886-2281

Dealer/Lessor Address: ROUTE 106 NORTH SPRINGFIELD, VT 05150

Dealer/Lessor Signature: _____

Buyer/Lessee Name (Print): IVIRNA R CLARK

Buyer/Lessee Address: _____

Buyer/Lessee Signature: _____

Date of Statement: 06/12/2017 Date To Lessee: _____

Date from Lessee: _____

White – DMV | Yellow – Dealer | Pink – Customer

BIG DEAL PLUS - 3 years

SPRINGFIELD BUICK GMC

431 RIVER ST

Card #: 2187285102161727

NORTH SPRINGFIELD, VT, 05150

Customer Name IVIRNA CLARK				
Address				
City	State	Zip		
VIN 1G1PF5SB6G7227552				
Email Address				
Telephone	Lienholder NBT BANK, N.A. 52 S BROAD ST NORWICH, NY 13815			
<table><tr><td>Big Deal Plus Membership Includes: 6 - Oil and Filter Changes 6 - Tire Rotations 6 - Multi-Point Inspections 5% Reward on Service Purchases \$500 Service Coupon Book \$300 Next Vehicle Trade-In Bonus Lifetime State Inspections for this vehicle \$50 Off Accessories over \$500 for this vehicle \$100 Off Extended Service Contract for this vehicle \$1000 Reimbursement Benefits (Travel Interruption, Emergency Road Service, Towing, Key Lock Out, Insurance Deductible)</td><td>Plan: BIG DEAL PLUS - 3 years Price: \$369.00 Expiration: 6/12/2020</td></tr></table>			Big Deal Plus Membership Includes: 6 - Oil and Filter Changes 6 - Tire Rotations 6 - Multi-Point Inspections 5% Reward on Service Purchases \$500 Service Coupon Book \$300 Next Vehicle Trade-In Bonus Lifetime State Inspections for this vehicle \$50 Off Accessories over \$500 for this vehicle \$100 Off Extended Service Contract for this vehicle \$1000 Reimbursement Benefits (Travel Interruption, Emergency Road Service, Towing, Key Lock Out, Insurance Deductible)	Plan: BIG DEAL PLUS - 3 years Price: \$369.00 Expiration: 6/12/2020
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This agreement is between the customer & issuing dealer. Dealer agrees to fulfill the obligations of this Membership as outlined above until the expiration date. This Membership is not refundable or transferable, unless the vehicle has been repossessed or declared a total loss. The cancellation method used is the pro-rata method based upon the number of months of the term expired at the time of cancellation. A \$50.00 cancellation fee and any claims paid or pending will be deducted from the refund. Incidental or consequential damage or loss caused by breakdown of components (or otherwise) including properly damage, personal injury, inconvenience, loss of vehicle use, and or commercial loss and punitive damage is expressly excluded.

Customer acknowledges that services must be performed at the issuing dealership. Other services may be suggested by this dealership or the manufacturer of the vehicle, which are not included with this membership. Failure of the customer to return for scheduled services will result in forfeiture of the specific services with annual limits in effect. Purchase of this Membership is not required in order to obtain vehicle financing.

REIMBURSEMENT BENEFITS DISCLAIMER: The reimbursement benefits in the Membership are non transferable, and are subject to the information and limitations found in the membership packet. These reimbursement benefits are for reimbursement only.

6/12/17
Date

Ivirna R Clark
IVIRNA CLARK

[Signature]
Dealer Representative

RIGHT OF RESCISSION

Seller and Buyer have entered into a Retail Installment / Lease contract on 06/12/17 for the sale and purchase or lease of 16 CHEVROLET CRUZE more fully described therein.

Seller and Buyer agree that the Seller may rescind the Retail Installment / Lease Contract should the assignment of such contract or Agreement be refused by any lending institution. Upon such decision, buyer agrees to return the vehicle purchased to Seller, and Seller agrees to return any and all consideration received. If the vehicle traded in has been sold, Seller shall refund the appraised value less any encumbrances that have been paid by the seller. Buyer further agrees that, if required, buyer shall make themselves available to re-sign any documents as required by lending institution.

If the Seller elects to rescind, Buyer shall pay the Seller the sum of \$50 per day and \$.25 per mile for the use of the vehicle plus any and all costs for damages incurred during the use of the vehicle while in custody of the Buyer.

Seller's right to rescind shall terminate 30 days after the date of this agreement unless Seller has notified Buyer that Seller's RIGHT OF RESCISSION has been exercised. Such notice shall be effective by mailing Notice to Buyer(s) address shown on the Retail Installment Contract/Lease Agreement.

The payoff on my trade-in is estimated to be . I hereby agree to pay the difference if the actual payoff is higher. If said payoff is lower, the difference will be refunded to the customer.

*** OUT of State Residents: I hereby agree that the manufacturer's certificate of origin or the title will be mailed certified to me, upon clearing of funds, money due the dealer, and receiving title to trade.

____ (initials)

Termin R Clark

(Buyer/Lessee)

(Co-Buyer/Co-Lessee)

6/12/17

(Date)

[Signature]

(Seller)

6/12/17

(Date)

RECEIVED

NOV 28 2017

VADA

Nov 20, 2017

Autocap Coordinator

Dear Kim Ganthier:

Receiving your letter. I disagree in this as to Springfield Automart taking advantage of people/me who walks over trips outside, to ask questions. There is very cleverly maneuvered into signing papers in a aggressive manner. Yes I had been under stress with high blood pressure - by no means did I plan to purchase a vehicle that I could not afford living on Social Security of 1,277.00 a month. I was not allowed to even think about.

Of course the dealership doesn't care as long as they get their take from whoever. I refused to accept this.

Thank you
Dorina Clark



AUTOMOTIVE CONSUMER ACTION PROGRAM

November 17, 2017

AUTOCAP Case # 2017-06698

Irvina Clark

Dear Ms. Clark,

AUTOCAP is in receipt of your complaint against Springfield Auto Mart regarding your recent purchase. Enclosed please find an email response Springfield Auto Mart. Please review and respond, in writing, within 10 business days or December 1, 2017. If we do not hear from you on or before December 1, 2017 your case will be closed and sent back to the Consumer Assistance Program officer where you originally filed your complaint.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kim Gauthier", with a long horizontal flourish extending to the right.

Kim Gauthier
AUTOCAP Coordinator

11/18/2017

RE: Clark, Ivirna (Springfield Auto Mart) 2017-06698

From: Kyle Sipples <ksipples@autosavergroup.com>
To: Kim Gauthier <vtautocap@aol.com>
Cc: Kyle Sipples <ksipples@autosavergroup.com>
Subject: RE: Clark, Ivirna (Springfield Auto Mart) 2017-06698
Date: Mon, Oct 30, 2017 8:55 am

Kim,

The dealer response is as follows:

Springfield Automart was not aware that Ms. Clark was under any sort of duress or confusion at the time of the sale. She presented as entirely coherent and seemed to understand all aspects of the transaction.

Inasmuch as Ms. Clark takes issue with some of the terms of the transaction, everything was clearly disclosed to her prior to finalizing the transaction. If she wished to take more time to review anything, we would have been more than happy to give her that time. She did not, however, indicate that she was at all confused or uncertain.

Her payment was approved by a lending institution, and it was that institution's judgment that Ms. Clark could afford the payments. Springfield Automart take no position on whether or not payments are affordable. Rather, we leave that decision to the lender and the consumer. Ms. Clark did not voice any objection over the amount of her payment.

From: Kyle Sipples <ksipples@autosavergroup.com>
To: Kim Gauthier <vtautocap@aol.com>
Cc: Kyle Sipples <ksipples@autosavergroup.com>
Subject: RE: Clark, Ivirna (Springfield Auto Mart) 2017-06698
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Kyle C. Sipples, Esq.
General Counsel
Autosaver Group
PO Box 408
St. Johnsbury, VT 05819
Phone: (802) 745-1452
Mobile: (802) 535-8004
Fax: (802) 748-4288

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From: Kim Gauthier [<mailto:vtautocap@aol.com>]
Sent: Monday, October 23, 2017 1:45 PM
To: Kyle Sipples <ksipples@autosavergroup.com>
Subject: Fwd: Clark, Ivirna (Springfield Auto Mart) 2017-06698

Dear Kyle,

Attached please find an AUTOCAP complaint, forwarded to us by the Vermont Attorney General Consumer Assistance Program Office. *The first attachment was sent to us on 9/26/17 for which I returned due to lack of content (see email below). We received the second attachment as an update to the complaint on 10/10/17.*

VADA's AUTOCAP Program was created in 1982 to provide consumers and our members with a dispute resolution mechanism to avoid costly legal litigation, including small claims court and the Attorney General's office. To be successful, we need your cooperation and timely response to the complaints we forward.

After reviewing this complaint; it is our hope that working directly with your customer, you will be able to answer questions and/or arrive at a mutually acceptable resolution. We understand this is not always possible. In some cases, both parties prefer working with VADA staff, which is an effective alternative.

Please provide a written response within ten days of the date of this email, via return email, fax or USPS addressing the complaint, actions taken to respond; and what, if any, relief you are willing to extend. Both parties receive copies of all the correspondence submitted to AUTOCAP.

Should a case be referred to the AUTOCAP Panel (which consists of an equal number of dealer and consumer members), a hearing will be scheduled at the VADA Offices. We will contact you and the consumer to insure availability prior to setting the date.

Your participation in the AUTOCAP program is greatly appreciated.

Sincerely,

Marilyn B. Miller
AUTOCAP Director

-----Original Message-----

From: AGO - CAP <AGO.CAP@vermont.gov>
To: Kim Gauthier <vtautocap@aol.com>
Sent: Tue, Oct 10, 2017 1:31 pm
Subject: RE: Clark, Ivirna (Springfield Auto Mart) 2017-06698

Kim,

Attached is an update with details of the complaint. It was transcribed by myself on 10/10/17.

Sincerely,

Mallory Curtis
Consumer Advisor

State of Vermont
Office of the Attorney General
Consumer Assistance Program
109 State Street
Montpelier, VT 05609-1001

Website: consumer.vermont.gov
Email: ago.cap@vermont.gov
Phone: (800) 649-2424 (toll free from VT phone) or (802) 656-3183

From: Kim Gauthier [<mailto:vtautocap@aol.com>]
Sent: Tuesday, September 26, 2017 4:06 PM
To: AGO - CAP
Subject: Re: Clark, Ivirna (Springfield Auto Mart) 2017-06698

Good Afternoon Mallory,

Based on the letter you sent I can not tell what the complaint is about except for this consumer being in a car accident and needing legal advise. There is no supporting documentation showing which VADA member this is about or how a dealership is involved other than repairing the vehicle after an accident.

Can you please get more information from the consumer.

Thank you,
Kim Gauthier
AUTOCAP Coordinator

-----Original Message-----

From: AGO - CAP <AGO.CAP@vermont.gov>
To: vtautocap <vtautocap@aol.com>
Sent: Tue, Sep 26, 2017 2:21 pm
Subject: Clark, Ivirna (Springfield Auto Mart) 2017-06698

Re: Complaint 2017-06698

Dear Ivirna Clark:

By copy of this email, I am forwarding your complaint to the Vermont Auto Dealer Association. Your complaint has been referred to the Vermont Auto Dealers Association (VADA), because the business named in your complaint is a VADA member. Complaints regarding VADA members are reviewed by VADA and may be brought before the Auto Consumer Assistance Program Panel (AutoCAP). The panel is comprised of both dealer and consumer representatives and works to resolve complaints between dealers and consumers.

Please be advised that VADA will not process your claim if an attorney is involved, if the issue is currently in litigation, or if the vehicle is not in your possession.

I have included the contact information for VADA, should you need to contact their office regarding your complaint:

VADA
1284 US Route 302-Berlin, Suite 2
Barre, VT 05641
Phone: 802-461-2655
Email: vtautocap@aol.com

At this time, please direct any further inquiries about this matter to that office. If you would like more information on our action to refer your complaint, please feel free to contact our office.

Sincerely,
Mallory Curtis
Consumer Advisor

State of Vermont
Office of the Attorney General
Consumer Assistance Program
109 State Street
Montpelier, VT 05609-1001

From: AGO CAP <ago.cap@vermont.gov>
Sent: Wednesday, September 20, 2017 9:25 AM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Kathi
Your Last Name	Austin
Confirmation Number	WB17-00885
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Mobile
Your Age	51
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Your Alternate Phone	
Alternate Phone Type	Mobile
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Kia Motors
Business Phone (1)	8003334542
Phone (1) Type	Office
Business Address	180 Foster Crescent

Business City	Mississauga
Business State	ON
Business Zip Code	L5R 4J5
Is your complaint about a vehicle you purchased?	Yes
What is the year of your vehicle?	2012
What is the make and model of your vehicle?	Kia Optima
Is the vehicle new or used?	Used
Where did the vehicle receive its last state inspection?	Meinike
When was the vehicle purchased?	2012
What was the purchase price?	16000
Vehicle mileage at time of purchase:	5000
Current mileage on the vehicle:	91000
Did you receive a Buyer's Guide document with the vehicle?	No
Which of the following apply to the vehicle?	Manufacturer's extended warranty
Description	I have a KIA optima that is part of the KIA motor recall. 2 years ago my car was 1,000 miles out of KIA warranty and my engine failed. I paid for another engine to be put in. Last may my son was driving the car and the engine seized. I had it taken to a dealer who told me about the pending recall. I had it taken to Fairfield Kia in Keene, NH where they reworked my engine after having it for 6 weeks. I got the car back and in less than a week the engine light came one. They took the car back and reworked then engine again. I had the car less than 2 weeks and the engine light came back on again. The car is now at the dealer to be reworked yet again. I believe that at this point KIA should pay off this car and help me get in to a more reliable vehicle.
Amount of loss:	4200

How would you like this matter to be resolved?	I would like kia to either swap out my car with a newer car (since the others are a part of the recall) or to buy out my car, and give me financing for a new one
Please list any documents you have available related to this complaint (and attach copies at the end of this form, or mail/fax them to us)	Repair Orders
Incident Date	9/15/2017 12:00:00 AM

From: AGO CAP <ago.cap@vermont.gov>
Sent: Friday, October 6, 2017 9:21 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	Joshua
Your Last Name	Longley
Confirmation Number	WB17-01058
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Mobile
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Poulin Auto Sales
Business Phone (1)	8028590090
Phone (1) Type	Office
Business Address	1795 Shelburne Rd
Business City	South Burlington

Business State	VT
Business Zip Code	05403
Business Website/URL	http://www.poulinautosales.com
Is your complaint about a vehicle you purchased?	Yes
What is the year of your vehicle?	2011
What is the make and model of your vehicle?	Ford F150
Is the vehicle new or used?	Used
Where did the vehicle receive its last state inspection?	Unknown
Inspection sticker number, date and color:	Blue February
When was the vehicle purchased?	5/23/17
What was the purchase price?	20,500
Current mileage on the vehicle:	87050
Did you receive a Buyer's Guide document	Yes

with the vehicle?	
Which of the following apply to the vehicle?	Manufacturer's extended warranty
Description	<p>Purchased truck on 5/23/17, have had issues with the truck since approx 2-3 weeks after purchase, brought back to dealer, they diagnosed it as a vacuum pump, went to ford to be replaced and still didn't resolve the issue. Went back and forth with dealer trying to resolve issue, ended up bringing vehicle back to Ford dealer due to worsening conditions, diagnosed as Integrated wheel ends (4wd hubs) bad as well as a turbo (both of which were brought to the attention of selling dealer) shortly after this diagnosis the transmission malfunctioned and needed replacement which was all done by Ford dealer. Upon mechanical issues, I have still not received registration for the vehicle (transferred plates from previous truck) DMV express does not show an active registration for this vehicle, also the finance company has not received the title for the vehicle. I have been in constant contact with the dealership only to be told I will get a call back and never receiving said Call. I am very frustrated and turning to the AG office as a last resort. Honestly fed up with the constant stress since day one of purchasing this vehicle.</p>
How would you like this matter to be resolved?	I would like the dealership to take the vehicle back
Please list any documents you have available related to this complaint (and attach copies at the end of this form, or mail/fax them to us)	<p>Purchase/sales contract Buyer's Guide Warranty documentation Finance contract Repair Orders</p>

2017-07227 (ID 153719)

From: webteam@uvm.edu on behalf of Joshua Longley via The University of Vermont <webmaster@uvm.edu>
Sent: Wednesday, November 1, 2017 7:12 PM
To: AGO - CAP
Subject: 2017-07227

Submitted on Wednesday, November 1, 2017 - 19:12

Complaint Number: 2017-07227

This update submitted by: Consumer (complainant) Your e-mail address:

Complaint Status: unresolved Consumer Full Name: Joshua Longley Business Name: Poulin Auto Sales

Business Contact: 8028590090 Response/update to complaint: Received registration for vehicle, received no response from dealership. Took almost 5 months to receive registration and bank to receive title, not to mention the amount of problems I've had with the vehicle and arguments with Poulin's service department.
Attach files to include in your complaint:

The results of this submission may be viewed at:
<https://www.uvm.edu/node/244671/submission/11536>

From: AGO CAP <ago.cap@vermont.gov>
Sent: Tuesday, October 17, 2017 12:38 PM
To: AGO - CAP
Subject: CAP Complaint

The following CAP complaint was submitted:

Your First Name	David
Your Last Name	Lane
Your E-Mail Address	
Your Daytime Phone	
Daytime Phone Type	Home
Your Age	70
I am a...	Senior Veteran
Your Mailing Address	
Your City	
Your State	
Your Zip Code	
Your Alternate Phone	
Alternate Phone Type	Mobile
Is your complaint about:	An automobile dealer
Business Name or Person's First Name	Faith's Ford phone 1/ Ford Credit phone 2
Person's Last	Scott Buehler,Charlie Carter,Paul general manager, Ed general sales

Name	
Business Phone (1)	802-258-2400
Phone (1) Type	Office
Business Phone (2)	877-349-5260
Phone (2) Type	Office
Business E-Mail Address	fmba@faithsford.com
Business Address	1147 Putney Rd.
Business City	Brattleboro
Business State	VT
Business Zip Code	05301-9052
Business Website/URL	www.faithsford.com
Is your complaint about a vehicle you purchased?	Yes
What is the year of your vehicle?	2017
What is the make and model of your vehicle?	F-150
Is the vehicle new or used?	New
Where did the vehicle receive its last state inspection?	Vermont
When was the vehicle purchased?	6-23-2017
What was	21584.16

the purchase price?	
Vehicle mileage at time of purchase:	104
Which of the following apply to the vehicle?	I'm not sure
Description	<p>My name is Brenda Davis. I am writing this report on behalf of David Lane. He is a 70 year old Senior Citizen, Veteran. He works as a Para Professional at Brattleboro Union High School. His hours are not steady or guaranteed. The truck he leased was repossessed on October 2, 2017. We tried to negotiate with Faith Ford. I personally stopped in and talked to the Sales Team and at length with the owner on the telephone. I was told there was nothing they could do. He said the traded vehicle (F150, 2010) was sold /gone. His credit report on June 23rd 2017 was 637 and 678 and stated clearly serious delinquency. The sales manager admitted to me the lease put less liability on the dealership due to his credit. The dealership said a default would fall on the leasing company. They deny seeing signs of a vulnerable adult or incompetency. Another family member and I spoke to Dave on June 23rd, while at the dealership; he displayed signs of confusion and anxiety.</p> <p>Dave recalls calling family members asking for help but no one was available and advised him to leave. He described to me that he displayed frustration, anxiety and resistance. Upon his attempt to leave however, several salesmen and managers kept at him and before he knew it they had convinced him that the old truck was on its way out, a negative burden and to get rid of it now. They said the deal they had made he could not refuse. When he tried to walk away they would follow him and pressure him with incentives and gifts. He told them he was not prepared to put down a deposit but ultimately they pressured him to give a post dated check.</p> <p>Back in May 2017 the Month before he leased the truck; Faiths Ford refused him credit. This gave Dave confidence and trust in the dealership to use good judgment on his behalf. With this in mind he decided to try again. June 23rd they were having a special promotion with music, food, new rates on vehicles and a 55 inch TV. He decided to see if he could qualify under this special promotion. He confided in them that he did not have the money to repair his f150 2010 at this time. He asked upfront that the payment be the same or lower and wanted a plow truck. None of these requests were honored. They told him they paid off his loan on the truck he traded for the lease (F150 2010), which sounded good but he did not realize that meant they actually added it back into the lease figures</p> <p>Dave had a medical crisis on June 24th; the day after signing the lease agreement on June 23, 2017.</p> <p>*Special note: Dave had a string of documented medical and physical symptoms in June prior to the encounter with Faiths Ford. Faiths Ford sales team intentionally set Dave up for disaster and added undue stress to his life.</p> <p>The reported income was inaccurate as well. As a semi retired senior citizen he is always unemployed in the summer. In the summer his only income is social security and they knew this.</p> <p>The signature page on all the paper work is not on the page of the financial disclosure details. He states he did not clearly understand and thought he could trust them. He does not recall the lease being fully disclosed or explained to him. He remembers papers being passed to him to sign but no details. They said this was the best they could do and it was a good deal. He would be riding around in a new truck and get rid of the old negativity.</p> <p>Another disservice; the lease was also rated for very minimal mileage 10,500 per year. The facts are that this 3 year lease ultimately is more expensive than a right out purchase new vehicle or simply keeping</p>

his old truck.

His trade in truck was a F150 2010. It had a big payoff but only had 101,764 miles with a blue book value of 9-12,000. The new payment was 599.56 versus his old payment of 458.91 and when paid off he would own it. . I cannot see where this trade in was fairly figured into the calculations of the lease. The figures are a distortion of facts. The monthly cost of the lease was more than the vehicle he traded in.

They falsely reported his income and misrepresented him. At the time he leased the truck his average monthly income was based on just his social security \$1,464.00 per month due to summer break. Faiths Ford disclosure stated 5,115.00 per month. He told them that he works for a school and is unemployed in the summer. The post dated check was for \$1000.00 and his rent is \$600.00 plus food, gas and other expenses, insurance other credit card debt. This would have caused a financial hardship as his social security is net \$1464.00. The checking account was closed before the check was deposited to avoid overdrafts and a bigger hardship.

Even if they used 2016 tax return their figures are way off. His actual monthly income average when working plus social security as stated on 2016 taxes adjusted gross income 14,789 plus social security net 17,637.60 after medical insurance deductions. Total net income of 32,424 or 2,702.00 per month in 2016. A far cry from their reported 5,115.00 on the credit application.

I believe Dave is a Vulnerable Adult as well there is Elder Abuse involved. This lease put him in a vulnerable position and they took advantage of him. I have known Dave for over 30 years, He is not the type to distort or lie. He is honest and trusting to a fault. Since the repossession he has to rely on rides to get to work. He processes slowly and tested below average on a recent neuro-psyc. test in some areas. The information I have provided is from his written and verbal accounting, recollection of the encounter with Faiths Ford.

The day after signing this lease Dave was admitted to Cheshire Medical hospital on June 24th until July 1st, 2017 diagnosis was panic attacks. Further medical conditions and testing are in process. He has returned to work. I am his rep payee and medical durable power. After this episode I have acted as durable power of attorney to protect his rights and further being taken advantage of. Dave is his own guardian.

Please investigate this dealership and consider Elder Abuse, Vulnerable Person, undue stress and pressure, misrepresentation, falsely reporting income.

Sincerely,
Brenda Davis
David Lane

Amount of loss:	18,000
How would you like this matter to be resolved?	I would like them to return the retail value of the f150 trade in, or return the 2010 f-150 and drop all legal obligations to the lease of 2017 f 150, report to credit bureau no fault on Daves credit from this transaction. Pay all legal fees incurred , other hardship as a result of the misrepresentation.
Please list any documents you have available related to this complaint (and attach	Purchase/sales contract Finance contract

copies at the end of this form, or mail/fax them to us)	
Incident Date	6/23/2017 12:00:00 AM



State of Vermont
Department of Financial Regulation
89 Main Street
Montpelier, VT 05620-3101
www.dfr.vermont.gov

For consumer assistance:
[Banking] 888-568-4547
[Insurance] 800-964-1784
[Securities] 877-550-3907

December 5, 2017

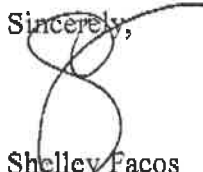
Office of the Attorney General
Consumer Assistance Program
146 University Place
Burlington, VT 05405

Re: Consumer: David C. Lane

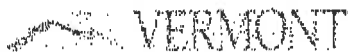
To Whom This May Concern:

Enclosed is a consumer complaint relative to a business practice which may be within your regulatory purview or may otherwise be of interest to your agency. We are providing this information to your agency for your review and information. We have notified the consumer that we have copied your agency for informational purposes.

Sincerely,


Shelley Facos
Consumer Services Analyst
cc: David C. Lane
cc: Brenda Davis





Vermont Banking Division Consumer Complaint Form

Please Note:

- We cannot offer legal advice.
- We cannot become involved in complaints where you are represented by an attorney, are in litigation, or have been litigated.
- If your dispute involves contract interpretation, questions of fact, or other legal issues that fall under the jurisdiction of the courts, you will be advised to seek legal counsel.

The Vermont Banking Division does not regulate all financial institutions in Vermont. If your complaint involves an entity that is not regulated by the Vermont Banking Division, then the matter will be forwarded to the appropriate governmental regulatory agency.

Your Information

Salutation: Mr. <input checked="" type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Other: _____			
First Name: David		Middle Initial: C	Last name: Lane
Street Address/P.O. Box: _____			
City: Dummerston		State: _____	Zip: _____
Home Phone: _____		Work Phone: _____	
Email: cl			
What is the best way to contact you? Phone <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Email <input checked="" type="checkbox"/>			
What is the best time to contact you? Morning <input type="checkbox"/> Afternoon <input checked="" type="checkbox"/> Evening <input checked="" type="checkbox"/>			

Additional Contact Information

If you want us to communicate with someone else, such as a family member or other person representing you about this complain, then please provide your representative's information below. If you list someone else and sign this form, you allow us to communicate with and provide relevant information that is about you to that person.

Name of Representative: Brenda Davis			
Relationship: Advanced directive, rep payee, durable power			
Street Address/P.O. Box: _____			
City: _____		State: _____	Zip: _____
Phone: _____		or cell@ _____	

Financial Institution or Company Information That is Subject of the Complaint

Name of Financial Institution or Company: Faiths Ford		
Street Address: 1147 putney rd.		
City: Brattleboro	State: VT.	Zip: 05301
Phone: 802-257-5051		
Type of Complaint: Loan <input checked="" type="checkbox"/> Deposit <input type="checkbox"/> Other <input type="checkbox"/>	Account Number: 55031043	
Have you tried to resolve your complaint with the entity? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
If Yes, When?	How? Phone <input checked="" type="checkbox"/> Mail <input type="checkbox"/> Person <input checked="" type="checkbox"/> Other <input type="checkbox"/>	
Contact Name: Faith MBA	Title: OWNER	
Have you filed a complaint or contacted another government agency? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
If Yes, Agency Name? adult protective services, Attorney general		

Complaint Information

Describe events in the order in which they occurred, including any names, phone numbers, and a full description of the problem with the amount(s) and date(s) of any transaction(s). You should also include any response from the entity.

Be as brief and complete as possible to make the explanation clear. Use separate sheet(s) of paper if you need more space.

Please include COPIES of documents related to your complaint such as contracts, monthly statements, receipts and correspondence with the entity. DO NOT SEND ORIGINAL DOCUMENTS.

see attached document

Desired Resolution

What action by the entity would resolve this matter to your satisfaction?

I would like them to return the retail value of the f150 trade in, or return the 2010 f-150 and drop all legal obligations to the lease of 2017 f 150, report to credit bureau no fault on Dave's credit from this transaction. Pay all legal fees incurred, other hardship as a result of the misrepresentation.

Additional Refunds: tax \$579.23, title \$41.00, registration \$112.00, acquisition fee \$645.00, documentation fee \$399.00 Total fees of \$1,776.23

Amount of loss: F150 2010, V8, 4 door, retail value \$12,555 to replace
2010 F150 Vehicle ID # 1FTFX1EV6AKB83300 MILES 101,764.

This truck was worthy of many more years of use. Nothing Faiths Ford did was a benefit to Dave.

Individuals involved: web address faiths ford: www.faithsford.com

Scott Bueler sales rep, Charlie Carter finance manager, Paul general manager, Ed general sales,
Faiths Mba owner (e-mail: fmba@faithsford.com)

Please be advised that the issues described in this complaint will be shared with the entity in question for their response.

I certify that the information provided on, or with, this form is true and correct to the best of my knowledge. I authorize the Vermont Department of Financial Regulation to obtain any relevant documentation from any concerned party in order to investigate the issues outlined in this complaint.

Signature: 

Date: 10-4-17

This form must be signed and the original with any attachments mailed or faxed to:

Vermont Department of Financial Regulation
Banking Division – Consumer Assistance
89 Main Street
Montpelier, VT 05620-3101
Telephone: (888) 568-4547
Fax: (802) 828-1477

Scanned documents may be emailed to: DFR.BnkConsumer@vermont.gov

COMPLAINT INFORMATION Faith Ford verses David Lane

My name is Brenda Davis. I am writing this report on behalf of David Lane. He is a 70 year old Senior Citizen, Veteran. He works as a Para Professional at Brattleboro Union High School. His hours are not steady or guaranteed. The truck he leased was repossessed on October 2, 2017. We tried to negotiate with Faith Ford. I personally stopped in and talked to the Sales Team and at length with the owner on the telephone. I was told there was nothing they could do. He said the traded vehicle (F150, 2010) was sold /gone. His credit report on June 23rd 2017 was 637 and 678 and stated clearly serious delinquency. The sales manager admitted to me the lease put less liability on the dealership due to his credit. The dealership said a default would fall on the leasing company. They deny seeing signs of a vulnerable adult or incompetency. Another family member and I spoke to Dave on June 23rd, while at the dealership; he displayed signs of confusion and anxiety.

Exploitation: Dave recalls calling family members asking for help but no one was available and advised him to leave. He described to me that he displayed frustration, anxiety and resistance. Upon his attempt to leave however, several salesmen and managers kept at him and before he knew it they had convinced him that the old truck was on its way out, a negative burden and to get rid of it now. They said the deal they had made he could not refuse. When he tried to walk away they would follow him and pressure him with incentives and gifts. He told them he was not prepared to put down a deposit but ultimately they pressured him to give a post dated check.

Vulnerable Adult: Back in May 2017 the Month before he leased the truck; Faiths Ford refused him credit. This gave Dave confidence and trust in the dealership to use good judgment on his behalf. With this in mind he decided to try again. June 23rd they were having a special promotion with music, food, new rates on vehicles and a 55 inch TV. He decided to see if he could qualify under this special promotion. He confided in them that he did not have the money to repair his f150 2010 at this time. He asked upfront that the payment be the same or lower and wanted a plow truck. They neglected to honor his intentions: None of these requests were honored.

Dave had a medical crisis on June 26th after signing the lease agreement on June 23, 2017.

*Special note: Dave had a string of documented medical and physical symptoms in June prior to the encounter with Faiths Ford. Faiths Ford sales team intentionally set Dave up for disaster and added undue stress to his life.

Abuse of power, false and inaccurately reporting information: The signature page on all the paper work is not on the page of the financial disclosure details. He states he did not clearly understand and thought he could trust them. He does not recall the lease being fully disclosed

or explained to him. He remembers papers being passed to him to sign but no details. They said this was the best they could do and it was a good deal when he asked questions. They used language like; He would be riding around in a new truck and get rid of the old negativity.

Another disservice; the lease was also rated for very minimal mileage 10,500 per year. The facts are that this 3 year lease ultimately is more expensive than a right out purchase new vehicle or simply keeping his old truck.

His trade in truck was a F150 2010. It had a big payoff but only had 101,764 miles with a blue book value of 9-12,000. The new payment was 599.56 versus his old payment of 458.91 and when paid off he would own it unlike the lease. I cannot see where this trade in was fairly figured into the calculations of the lease. The figures are a distortion of facts. The monthly cost of the lease was more than the vehicle he traded in. They told him they paid off his loan on the truck he traded for the lease (F150 2010), which sounded good but he did not realize that meant they actually added it back into the lease figures

He told them over and over he could not afford a down payment and had no money in his checking account but ultimately they suggested a post dated check. The post dated check was for \$1000.00 and his rent is \$600.00 plus food, gas and other expenses, insurance other credit card debt. This would have caused a financial hardship as his social security is net \$1464.00. The checking account was closed before the check was deposited to avoid overdrafts and a bigger hardship.

Grossly distorted and misrepresented his income: The reported income was inaccurate as well. As a semi retired senior citizen he is always unemployed in the summer. In the summer his only income is social security and they knew this they falsely reported his income and misrepresented him. At the time he leased the truck his average monthly income was based on just his social security \$1,464.00 per month due to summer break. Faiths Ford disclosure stated 5,115.00 per month. He told them that he works for a school and is unemployed in the summer. Even if they used 2016 tax return their figures are way off. His actual monthly income average when working plus social security as stated on 2016 taxes adjusted gross income 14,789 plus social security net 17,637.60 after medical insurance deductions. Total net income of 32,424 or 2,702.00 per month in 2016. A far cry from their reported 5,115.00 on the credit application.

I believe Dave is a Vulnerable Adult as well there is Elder Abuse involved. This lease put him in a vulnerable position and they took advantage of him. I have known Dave for over 30 years, He is not the type to distort or lie. He is honest and trusting to a fault. Since the repossession he has to rely on rides to get to work. He processes slowly and tested below average on a recent neuro-psyc. test in many areas. Dave mainly struggles in financial management, organization

and has a language barrier in communicating. He is a slow processor. He shuts down if rushed or under stress, He gets embarrassed and resist admitting he is confused so tends to trust blindly. Otherwise, he is a normal functioning in daily activities of living. He does have difficulty advocating for himself in situations such medical navigating and finances. The information I have provided is from his written and verbal accounting, recollection of the encounter with Faiths Ford.

On June 26th 2 days after signing the lease Dave was admitted to Cheshire Medical hospital from June 26th until July 1st, 2017 diagnosis was panic attacks. Further medical conditions and testing are in process. He has returned to work. I am his rep payee and medical durable power. After this episode I have acted as durable power of attorney to protect his rights and further being taken advantage of. Dave is his own guardian.

Please investigate this dealership and consider Elder Abuse, Vulnerable Person, undue stress and pressure, misrepresentation, falsely reporting income.

Sincerely,

Brenda Davis 8

ell

David Lane

I would like them to return the retail value of the f150 trade in, or return the 2010 f-150 and drop all legal obligations to the lease of 2017 f 150, report to credit bureau no fault on Daves credit from this transaction. Pay all legal fees incurred, other hardship as a result of the misrepresentation.

Additional Refunds: tax \$579.23, title \$41.00, registration \$112.00, acquisition fee \$645.00, documentation fee \$399.00 Total fees of \$1,776.23

Amount of loss: F150 2010, V8, 4 door, retail value \$12,555 to replace

Vehicle ID # 1FTFX1EV6AKB83300 MILES 101,764.

This truck was worthy of many more years of use. Nothing Faiths Ford did was a benefit to Dave.

Individuals involved: web address faiths ford: www.faithsford.com

Scott Bueler sales rep, Charlie Carter finance manager, Paul general manager, Ed general sales, Faiths Mba owner (e-mail: fmbsa@faithsford.com)

This is a Copy of the Customer Completed signed electronic form held by RouteOne LLC.

MOTOR VEHICLE LEASE AGREEMENT

FORD CREDIT

www.fordcredit.com

1-800-727-7000

DATE 06/23/2017

LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)

DAVID LANE

N/A

LESSOR (Name and Address)

Faith's Ford
1147 Putney Rd
Brattleboro, VT 05301"Finance Company" is Ford Motor Credit Company. The "Holder" is CAB East LLC and its assigns.

By signing "You" (Lessor and Co-Lessee) agree to lease this Vehicle according to the terms in this lease and the terms of the WearCare Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."

If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
New	104	2017 Ford F-150	1FTEX1EP5HFA49913	Personal

This is a Copy of the Customer Completed signed electronic form held by RouteOne LLC.

MOTOR VEHICLE LEASE AGREEMENT



FORD CREDIT

www.fordcredit.com

1-800-727-7000

DATE 06/23/2017

LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)

DAVID LANE

N/A

LESSOR (Name and Address)

Faith's Ford
1147 Putney Rd
Brattleboro, VT 05301

"Finance Company" is Ford Motor Credit Company. The "Holder" is CAB East LLC and its assigns.

By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms in this lease and the terms of the WearCare Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."

If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

Now/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
New	104	2017 Ford F-150	1FTEX1EP5HFA40913	Personal

This is a Copy of the Customer Completed signed electronic form held by RouteOne LLC.

1. Amount Due At Lease Signing or Delivery (Itemized Below) *	2. Payments (a) Monthly Payments Your first payment of \$ <u>599.56</u> is due on <u>08/23/2017</u> , followed by <u>35</u> payments of \$ <u>599.56</u> due on the <u>23rd</u> day of each month. The total of Your monthly payments is \$ <u>21,584.16</u> (b) Advance Payment Your Payment of \$ <u>N/A</u> is due on <u>N/A</u> The total of Your payment is \$ <u>N/A</u>	3. Other Charges (not part of Your monthly payment) Disposition fee (if You do not purchase the Vehicle) \$ <u>N/A</u> <u>N/A</u> <u>N/A</u>	4. Total of Payments (The amount You will have paid by the end of the lease)
\$ <u>5,050.00</u>		Total \$ <u>N/A</u>	\$ <u>26,034.60</u>

5. Amounts Due At Lease Signing or Delivery:		6. How the Amount Due At Lease Signing or Delivery will be paid:	
a. Capitalized cost reduction	<u>4,450.44</u>	a. Net trade-in allowance	\$ <u>0.00</u>
b. First monthly payment	<u>599.56</u>	b. Rebates and noncash credits	<u>4,050.00</u>
c. Advance payment	<u>N/A</u>	c. Amount to be paid in cash	<u>1,000.00</u>
d. Refundable security deposit	<u>N/A</u>	d. N/A	<u>N/A</u>
e. Title fees	<u>N/A</u>		
f. Registration fees	<u>N/A</u>		
g. Acquisition fee	<u>N/A</u>		
h. N/A	<u>N/A</u>		
i. N/A	<u>N/A</u>		
j. N/A	<u>N/A</u>		
k. N/A	<u>N/A</u>		
l. N/A	<u>N/A</u>		
m. N/A	<u>N/A</u>		
n. N/A	<u>N/A</u>		
o. N/A	<u>N/A</u>		
p. N/A	<u>N/A</u>		
q. N/A	<u>N/A</u>		
r. N/A	<u>N/A</u>		
s. N/A	<u>N/A</u>		
t. N/A	<u>N/A</u>		
u. N/A	<u>N/A</u>		
Total \$	<u>5,050.00</u>	Total \$	<u>5,050.00</u>

7. Your payments determined as shown below:	
a. Gross capitalized cost. The agreed upon value of the Vehicle (\$ <u>38,000.00</u>) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (See item 10) **	\$ <u>49,179.53</u>
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebates, noncash credit, or cash that You pay that reduces the gross capitalized cost	<u>4,450.44</u>
c. Adjusted capitalized cost. The amount used in calculating Your base payment	<u>44,729.09</u>
d. Residual value. The value of the Vehicle at the end of the lease used in calculating Your base payment	<u>24,695.25</u>
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	<u>20,033.84</u>
f. Rent charge. The amount charged in addition to the depreciation and any amortized amounts	<u>1,550.32</u>
g. Total of base payments. The depreciation and any amortized amounts plus the rent charge	<u>21,584.16</u>
h. Lease payments. The number of payments in Your lease	<u>36</u>
i. Base payment	<u>599.56</u>
j. Sales / Use tax	<u>N/A</u>
k. N/A	<u>N/A</u>
l. N/A	<u>N/A</u>
m. Total payment	<u>599.56</u>
n. Lease term in months	<u>36</u>

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 \$0.20 per mile for each mile in excess of 31,804 miles shown on the odometer. See items 23 and 28 and the Wear Care Addendum, if any, attached to this lease for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of \$0. N/A per unused mile for the number of unused miles between 31,604 and 31,604 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. \$ 24,695.25 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

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

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12. WARRANTY The Vehicle is covered by any warranty indicated below: <input checked="" type="checkbox"/> Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle. <input type="checkbox"/> N/A		15. OPTIONAL 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. a. Credit Life Insurance \$ <u>N/A</u> (Initial Coverage) \$ <u>N/A</u> (Premium) N/A (Insured(s)) N/A (Insurance Company) Lessee: <u>XA</u> <u>N/A</u> Co-Lessee: <u>XA</u> <u>N/A</u> b. Credit Disability Insurance \$ <u>N/A</u> (Monthly Coverage) \$ <u>N/A</u> (Premium) N/A (Insured(s)) N/A (Insurance Company) Lessee: <u>XB</u> <u>N/A</u> Co-Lessee: <u>XB</u> <u>N/A</u>				
13. OFFICIAL FEES AND TAXES \$ <u>584.23</u> 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.		16. 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.				
14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company 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 \$ <u>25,000.00</u> for any one person and \$ <u>50,000.00</u> for any one accident, and \$ <u>10,000.00</u> for property damage. You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 24) LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE		17. LESSOR SERVICES (See Item 22) <u>N/A</u>				
18. RETURN CHECK CHARGE You agree to pay a returned check charge of \$ <u>N/A</u> for each check, draft, or other order of payment that is dishonored for any reason.						
19. Itemization of Gross Capitalized Cost						
Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
\$ <u>38,000.00</u>	+\$ <u>579.23</u>	+\$ <u>41.00</u>	+\$ <u>112.00</u>	+\$ <u>N/A</u>	+\$ <u>645.00</u>	+\$ <u>399.00</u>
Outs. Prior Credit Bal.	N/A	N/A	N/A	N/A	N/A	N/A
+\$ <u>9,403.30</u>	+\$ <u>N/A</u>	+\$ <u>N/A</u>	+\$ <u>N/A</u>	+\$ <u>N/A</u>	+\$ <u>N/A</u>	+\$ <u>N/A</u>
N/A	N/A	N/A	N/A	N/A	N/A	N/A
+\$ <u>N/A</u>	+\$ <u>N/A</u>	+\$ <u>N/A</u>	+\$ <u>N/A</u>	+\$ <u>N/A</u>	+\$ <u>N/A</u>	+\$ <u>N/A</u>
N/A	N/A	N/A	N/A	N/A	N/A	Total Gross Capitalized Cost
+\$ <u>N/A</u>	+\$ <u>N/A</u>	+\$ <u>N/A</u>	+\$ <u>N/A</u>	+\$ <u>N/A</u>	+\$ <u>N/A</u>	= \$ <u>49,179.53</u>

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VEHICLE MAINTENANCE, INSURANCE AND USE

- 20. 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 Finance Company's written consent, (d) outside the United States, except for less than 30 days in Canada or Mexico 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 Finance Company's written consent.
- 21. IMPLIED WARRANTIES** 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 law.
- 22. 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. (See Lessor Services, Item 17)
- 23. COLLISION REPAIR** You are responsible for repairs of All Damage that is 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 and all other repairs must be made with Original Equipment Manufacturer parts. Discuss this requirement with Your insurance company prior to authorizing any collision repair work.

- 24. VEHICLE INSURANCE** You must insure the Vehicle and the Holder as set forth in this lease under Item 14, "Vehicle Insurance Minimums." If the state where You title/register the Vehicle establishes higher Vehicle Insurance Minimums than those listed in this lease, You must insure the Vehicle and Holder at the amounts required by Your state. If You move to a state where Finance Company has established higher Vehicle Insurance Minimums than those listed in this lease, You must insure the Vehicle and Holder for these higher amounts. These amounts are minimum requirements and may not be sufficient to protect Your assets. You should consult Your insurance advisor to determine if additional insurance coverage is right for You.

You agree that Finance Company can file a claim under the insurance policy. You authorize the insurance company to provide Finance Company any information Finance Company believes necessary to make a claim. You agree that Finance Company may receive and sign Your name on any checks or drafts received by Finance Company from Your insurance provider. In addition, You authorize Finance Company to 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.

- 25. RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES** This lease may contain charges for insurance, service contracts, or other contracts. You agree that Finance Company can claim benefits under these contracts. Unless prohibited by law, Finance Company may upon default or termination cancel these contracts to obtain refunds of unearned charges. You authorize Finance Company to subtract any refund from the amount You owe under this lease. If You receive a refund, You must pay the entire amount of the refund to Finance Company.

ENDING YOUR LEASE

- 26. TERMINATION** This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor, or another place designated by Finance Company, and (c) the payment by You of all amounts owed under this lease. Finance Company may cancel this lease if You default.
- 27. RETURN OF VEHICLE** If You do not buy the Vehicle at lease end, You must return it to Lessor unless Finance Company specifies another place. Prior to the scheduled return of the Vehicle, You may be requested to present the Vehicle for inspection at a reasonable time and location. Upon return of the Vehicle, You must pay the disposition fee, if any is shown in this lease under Item 3 "Other Charges." If You fail to return the Vehicle within 10 days after Your scheduled termination date, You will be charged one Monthly Payment and Your term will be extended one month. If You continue to fail to return the Vehicle You must pay damages to Finance Company, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.
- 28. 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 that have sidewall damage/plugs, exposed cords/belts, or are unmatched for Vehicle or unsafe; (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; (d) Interior rips, stains, burns or damaged areas; (e) Replacement of any missing equipment or parts that were in or on the vehicle when delivered; and (f) All Damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal and all other repairs must be

made with Original Equipment Manufacturer parts. 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. You will maintain the Odometer of the Vehicle so that it always reflects the Vehicle's actual mileage. If the odometer is at any time inoperative, You will provide us with reasonable evidence of the Vehicle's actual mileage at vehicle return. If You are unable to do so, You will pay us our estimate of any reduction of the Vehicle's wholesale value caused by the inability to determine the Vehicle's actual mileage.

- 29. 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 unless Finance Company designates another place. You must pay the following: (a) the amount by which the Unpaid Adjusted Capitalized Cost exceeds the Vehicle's Fair Market Wholesale Value, plus (b) all other amounts then due under the lease (except for excess wear and use and mileage). If You entered an Advance Payment Lease and the Vehicle's Fair Market Wholesale Value exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

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21. IMPLIED WARRANTIES 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 law.

22. 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. (See Lessor Services, Item 17)

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30. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE You may purchase the Vehicle from the Lessor or a party designated by Finance Company at any time if You are not in default. If You have a Monthly Payment Lease, you must pay the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) the amount by which the lease end purchase option price (Item 10) exceeds the Residual Value (Item 7d), plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law. If You have an Advance Payment Lease, you must pay the following: (a) the lease end purchase option price (Item 10) less (b) any unearned Rent Charges, plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law.

31. DEFINITION OF TERMS Unpaid Adjusted Capitalized Cost If You have a Monthly Payment Lease, the Unpaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost and is reduced each month on the due date by the difference between the Base Monthly Payment and the part of the Rent Charge earned in that month on an actuarial basis.

If You have an Advance Payment Lease, the Unpaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost less the Base Payment. This amount is increased each month on the due date by the part of the Rent Charge earned in that month on an actuarial basis.

In both cases, rent charges are earned when due. Lessor or Finance Company will provide You with an explanation of the actuarial method upon request.

Fair Market Wholesale Value will be: (a) an amount agreed to by You and Lessor or Finance Company, 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 Finance Company, or (c) if not established by agreement or appraisal, the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the Vehicle at wholesale or other commercially reasonable manner.

Monthly Payment If You have a Monthly Payment Lease, Monthly Payment is the Total Payment (Item 7m). If You have an Advance Payment Lease, Monthly Payment is the Total Payment (Item 7m) divided by the Lease Term in Months (Item 7n).

Base Monthly Payment If You have a Monthly Payment Lease, Base Monthly Payment is the Base Payment (Item 7i). If You have an Advance Payment Lease, Base Monthly Payment is the Base Payment (Item 7i) divided by the Lease Term in Months (Item 7n).

32. CONTACT NUMBER FOR FINANCE COMPANY Please contact Finance Company at the telephone number or website listed in this lease if You have any questions regarding terminating Your lease or purchasing the Vehicle.

33. YOUR ODOMETER OBLIGATIONS Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

DEFAULT AND LOSS OF VEHICLE

34. 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, Finance Company may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Finance Company the right to go on Your property to peacefully retrieve the Vehicle.

If Finance Company retakes the Vehicle, You must pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the wholesale sale of the Vehicle, plus (b) any other amounts then due under the lease (except charges for excess wear and use and mileage). If You entered into an Advance Payment Lease, and the value which could be realized at the wholesale sale of the Vehicle exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

The value which could be realized at the wholesale sale of the Vehicle will be: (a) the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the vehicle at wholesale or other commercially reasonable manner, 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 Finance Company. You must also pay all expenses, including reasonable attorneys fees, payable by Finance Company to obtain, hold and sell the Vehicle, collect amounts due and enforce Holder's rights under this lease.

35. THEFT OR DESTRUCTION OF VEHICLE If the Vehicle is stolen or destroyed, the amount You owe will depend upon whether You had the required insurance in effect and the claim for the Vehicle is fully honored. If Finance Company does not receive the full insurance proceeds, You will pay to Finance Company the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under the lease (except charges for excess wear and use and mileage), less (c) any insurance proceeds received by Finance Company.

GAP Waiver If You had in effect the insurance required under this lease and Finance Company receives the full insurance proceeds, You will not be required to pay the difference (GAP) between the Unpaid Adjusted Capitalized Cost and the insurance proceeds. You will only be required to pay: (a) any past due Monthly Payments, plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease (except charges for excess wear and use and mileage).

Even if the Vehicle is insured, if You have a Monthly Payment Lease, until Finance Company receives payment of the insurance proceeds, You agree to continue to make Your Monthly Payments. If You have an Advance Payment Lease, after any insurance proceeds are paid, You will receive a credit equal to the Base Monthly Payment multiplied by the number of remaining months in the Lease Term in Months, beginning with the month immediately following the date of theft or destruction.

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30. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE You may purchase the Vehicle from the Lessor or a party designated by Finance Company at any time if You are not in default. If You have a Monthly Payment Lease, you must pay the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) the amount by which the lease and purchase option price (Item 10) exceeds the Residual Value (Item 7d), plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law. If You have an Advance Payment Lease, you must pay the following: (a) the lease and purchase option price (Item 10) less (b) any unearned Rent Charges, plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law.

31. DEFINITION OF TERMS Unpaid Adjusted Capitalized Cost If You have a Monthly Payment Lease, the Unpaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost and is reduced each month on the due date by the difference between the Base Monthly Payment and the part of the Rent Charge earned in that month on an actuarial basis.

If You have an Advance Payment Lease, the Unpaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost less the Base Payment. This amount is increased each month on the due date by the part of the Rent Charge earned in that month on an actuarial basis.

In both cases, rent charges are earned when due. Lessor or Finance Company will provide You with an explanation of the actuarial method upon request.

Fair Market Wholesale Value will be: (a) an amount agreed to by You and Lessor or Finance Company, 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 Finance Company, or (c) if not established by agreement or appraisal, the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the Vehicle at wholesale or other commercially reasonable manner.

Monthly Payment If You have a Monthly Payment Lease, Monthly Payment is the Total Payment (Item 7m). If You have an Advance Payment Lease, Monthly Payment is the Total Payment (Item 7m) divided by the Lease Term in Months (Item 7n).

Base Monthly Payment If You have a Monthly Payment Lease, Base Monthly Payment is the Base Payment (Item 7i). If You have an Advance Payment Lease, Base Monthly Payment is the Base Payment (Item 7i) divided by the Lease Term in Months (Item 7n).

32. CONTACT NUMBER FOR FINANCE COMPANY Please contact Finance Company at the telephone number or website listed in this lease if You have any questions regarding terminating Your lease or purchasing the Vehicle.

33. YOUR ODOMETER OBLIGATIONS Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

DEFAULT AND LOSS OF VEHICLE

34. 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, Finance Company may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Finance Company the right to go on Your property to peacefully retake the Vehicle.

If Finance Company retakes the Vehicle, You must pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the wholesale sale of the Vehicle, plus (b) any other amounts then due under the lease (except charges for excess wear and use and mileage). If You entered into an Advance Payment Lease, and the value which could be realized at the wholesale sale of the Vehicle exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

The value which could be realized at the wholesale sale of the Vehicle will be: (a) the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the vehicle at wholesale or other commercially reasonable manner, 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 Finance Company. You must also pay all expenses, including reasonable attorneys fees, payable by Finance Company to obtain, hold and sell the Vehicle, collect amounts due and enforce Holder's rights under this lease.

35. THEFT OR DESTRUCTION OF VEHICLE If the Vehicle is stolen or destroyed, the amount You owe will depend upon whether You had the required insurance in effect and the claim for the Vehicle is fully honored. If Finance Company does not receive the full insurance proceeds, You will pay to Finance Company the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under the lease (except charges for excess wear and use and mileage), less (c) any insurance proceeds received by Finance Company.

GAP Waiver If You had in effect the insurance required under this lease and Finance Company receives the full insurance proceeds, You will not be required to pay the difference (GAP) between the Unpaid Adjusted Capitalized Cost and the insurance proceeds. You will only be required to pay: (a) any past due Monthly Payments, plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease (except charges for excess wear and use and mileage).

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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 Finance Company.

Lessee: DAVID LANE By: XC David Lane Title: N/A

Co-Lessee: N/A By: XC N/A Title: N/A

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 paper copy of this lease. You acknowledge that You received a filled-in paper copy of this lease at the time You electronically signed it and notice of an assignment of this lease by the Lessor to Holder.

Lessee: DAVID LANE By: XD David Lane Title: N/A

Co-Lessee: N/A By: XD N/A Title: N/A

Lessor and Lessee are hereby notified that Holder has assigned to Qi Exchange, in its capacity as Holder's qualified intermediary, 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 lease plan agreement between Lessor and Holder.

Lessor: Faith's Ford By: XE JP Title: Finance Manager

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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 Finance Company.

Lessee: DAVID LANE

By: XC David Lane

Title: N/A

Co-Lessee: N/A

By: XC

N/A

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Lessee: DAVID LANE

By: XD David Lane

Title: N/A

Co-Lessee: N/A

By: XD

N/A

Title: N/A

Lessor and Lessee are hereby notified that Holder has assigned to QI Exchange, in its capacity as Holder's qualified intermediary, 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 lease plan agreement between Lessor and Holder.

Lessor: Faith's Ford

By: XE

Title: Finance Manager

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