

Consumer Financial Services

ARBITRATION AGREEMENT

This arbitration agreement significantly affects your rights in any dispute with us.

Please read this Arbitration Agreement (“Agreement”) carefully before you sign it.

Date: _____ Name: _____ Vin: _____

- EITHER YOU/WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT
- IF A DISPUTE IS ARBITRATED, YOU AND WE WILL EACH GIVE UP OUR RIGHT TO A TRIAL BY THE COURT OR JURY
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS
- THE INFORMATION YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT
- OTHER RIGHTS YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION
- YOUR AND OUR RIGHTS TO APPEAL OR CHANGE AN ARBITRATION AWARD IN COURT ARE VERY LIMITED

In this agreement “you” means the customer or the customer who signs below. “We”, “us” and “finance company” means Consumer Financial Services, and includes our employees, agents, assigns and parent and affiliated companies. Parties means you and us. “Vehicle” means the vehicle identified by the VIN shown above. “Claims” has the broadest possible meaning, and includes but is not limited to any and all disputes, claims, or controversies, in law or equity, between the parties relating in any way to the vehicle and arising out of or relating in any way to: (a) the vehicle's condition, warranty, workmanship, servicing, maintenance, or repair, (b) the application for and terms of enforceability of the date, lease, or financing of the Vehicle, including any deposit arrangement regarding the Vehicle, (c) the purchase or terms of any product or coverage, including, without limitation, any warranty service agreement, maintenance plan, paint/undercarriage/interior protection product, anti-theft etching product and warranty, GAP protection, deficiency waiver addendum, or any insurance coverage, (d) any claims of breach of contract, misrepresentation, conversion, fraud, or unfair and deceptive trade practices, (e) any claim relation to the advertising or marketing of either the Vehicle or the financing for the Vehicle, or (f) any claim of a violation of any local, state or federal statute, regulation, ordinance, rule, etc.

At the request of either party, any claim shall be decided in binding arbitration before your choice of the American Arbitration Association (“the AAA”) or any other arbitration organization that you choose and that we approve in writing (“The Arbitration Organization”). The arbitration shall be conducted under the then current rules for the Arbitration Organization. To the extent that any claim is deemed a “customer dispute”, the Parties agree that the fee schedule provided in the rules for the consumer disputes by the Arbitration Organization, if any, may apply. You can get a copy of the rules from the AAA by calling (1-800-778-7879). The arbitration hearing shall be conducted in the federal district in which you reside or in which the Vehicle was purchased or leased.

Customer initials: _____

The parties agree that once one of the parties has elected to arbitrate, binding arbitration is the exclusive method for resolving any and all claims and that by entering into this agreement the parties are waiving their right to a jury trial and their right to bring or participate in any class action in court or through arbitration (this is referred to below as "the class action waiver").

The arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules. The arbitration award shall be in writing, but without a supporting opinion is requested by one of the parties. If you elect arbitration first, you will pay one half of the arbitration filing fee. We will pay the rest of the filing fee, and the while filing fee is we elect arbitration first or if the arbitrator determines that the applicable law requires us to do so or that you are unable to do so. We will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. *We will also pay any fees and charges that the arbitrator determines that we must pay in order to assure that this agreement is enforceable.* The arbitrator shall decide who shall pay any additional cost and fees. The arbitrator shall have the authority to award fees, costs, injunctive or equitable relief in accordance with this agreement and applicable law.

If the party fails to arbitrate as required under this agreement, the party electing arbitration shall, unless prohibited by applicable law, be entitled to recover its/their attorneys fees and costs incurred in compelling the other party to arbitrate the claim.

The parties acknowledge and agree that the Federal Arbitration Act (9 U.S.C. 1 et seq.) shall govern any arbitration under this agreement.

If any terms of this agreement conflicts with the terms of any other document or agreement between the parties or the rules of the arbitration organization, the terms of this agreement shall prevail. If any part of this agreement other than the class action waiver shall be deemed or found unenforceable for any reason, the remainder of the agreement shall remain enforceable. If the class action waiver shall be deemed or found unenforceable for any reason, the remainder of the agreement shall be unenforceable.

You and we agree that the mutual promises in this agreement constitute the consideration necessary to make this agreement enforceable even if we do not enter into any further agreements concerning the vehicle. This agreement shall survive the termination, recession or payment in full of any other sale, financing or lease agreement between the parties.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND AGREE TO THE TERMS OF THIS AGREEMENT.

Customer: _____

Customer: _____

Dealer: _____

Consumer Financial Services: _____