BUYER’S DISCLOSURE AND AGREEMENT FOR INSTALLATION OF A GPS TRACKING SYSTEM AND/OR A VEHICLE STARTER DISABLING DEVICE OR BOTH

Procon GPS, Inc. (Product Vendor “Device” “GPS”) Emergency Toll-Free Number: (877)-563-0012

DATE: ____________________ DEALER: __________________________________________

BUYER’S NAME: ____________________________________________________________

CO-BUYER’S NAME: __________________________________________________________

VEHICLE DESCRIPTION: ______________________________________________________

YEAR MAKE MODEL

VEHICLE IDENTIFICATION NUMBER: ____________________________________________

“I”, “we”, “my”, “me”, “You” and “Your” means each Buyer identified above, jointly and severally. I am buying the above referenced vehicle (“Vehicle”) from the dealer identified above (“Dealer”) in accordance with the terms and conditions of a Retail Installment Contract signed by me (“Contract”), where said contract is dated the same date as this Buyer Disclosure for installation of a starter disabling device, a GPS tracking system, or both (“Device”) (“Agreement”).

SECTION A – GENERAL UNDERSTANDING

In addition to the retail sales Contract I am signing in connection with the purchase of the above referenced vehicle, dated the same date as this BUYER’S DISCLOSURE AND AGREEMENT FOR INSTALLATION OF A GPS TRACKING SYSTEM AND/OR A VEHICLE STARTER DISABLING DEVICE OR BOTH. I understand that the Dealer has equipped the vehicle I am purchasing with a starter disabling device, or a GPS tracking system, or both. The GPS tracking system will allow the Dealer, or any entity that purchases the Contract from the Dealer to locate the Vehicle in the event of default or theft. I understand that until I have paid my contract in full, I do not own the device. I understand that the cost of this device, and any cost of installation were not directly or indirectly charged to me. The GPS device is designed to ensure that I make my payments on time as required by the Contract.

BUYER’S INITIALS __________________ CO-BUYER’S INITIALS __________________

SECTION B – ACKNOWLEDGEMENT AND CONSENT

By initialing and signing below, I am acknowledging that the Vehicle I am purchasing is equipped with a starter disabling device, a GPS Tracking System, or both. I understand that other sellers of automobiles may not require the installation of this Device. It is my choice to purchase this Vehicle from the Dealer and I consent to the installation of the GPS Location System. I understand that the Device may include a GPS (global positioning system) tracking unit that can determine the exact location of my vehicle at any time. This GPS device will not be used to monitor my driving practices or habits. I understand that it will be randomly activated to verify the unit is functioning properly, and that it will be specifically activated when necessary to service my loan, keep my loan current, or
locate my vehicle for possible repossession. The Dealership or its assignee will not provide access or disclosure of the tracking record of my vehicle unless required to do so under State or Federal law, or to enforce any right the Dealership of its designated assignee may have to secure payment(s) due under any contract between us, and/or to secure repossession of the vehicle as allowed by law. I further understand that the Device may include a starter disabling feature that will prevent my vehicle from starting if I am in default of my Contract. The starter disabling device can be remotely activated by the Dealership or its designated assignee if I fail to make my scheduled payments or otherwise default on my contractual obligations.

I further understand that the Device may include a starter disabling feature that will prevent my vehicle from starting if I am in default of my Contract. The starter disabling device can be remotely activated by the Dealership or its designated assignee if I fail to make my scheduled payments or otherwise default on my contractual obligations.

BUYER’S INITIALS

CO-BUYER’S INITIALS

By initialing and signing below, I am acknowledging my understanding and acceptance of the terms and conditions of this Agreement regarding the installation of “DEVICE”, plus my obligation to make timely payments under the Contract, and the consequences if I fail to make my payments when they are due.

I understand that installing and maintaining the Device is a material Condition for the Dealership to finance the purchase of this vehicle. I understand and agree that I may be able to purchase a vehicle from another Dealership that may not require the installation of this Device, but I choose to purchase this vehicle and I consent to having the starter disabling device, GPS Tracking system, or both installed on my vehicle.

I understand and agree that I do not own this device until I pay off my Contract in full. Until my contract has been paid in full, I acknowledge and agree that the Device is owned by the Dealer or its designated assignee, and that as long as I am not the owner, I agree not to tamper with, alter, disconnect or remove the Device. I agree to reimburse the dealer, or its designated assignee for the cost of any repairs or replacement of the Device made necessary by my attempt to disable or tamper with the Device. I also understand that tampering or attempting to remove the device may present a risk of fire, property damage or even death by my actions. I further acknowledge and agree that if I attempt to tamper or disable the device, I will be considered in DEFAULT under this agreement and my contract.

A. I understand and agree that the Dealer has the right to assign its rights, title and interest in the Contract at any time. The assignment of the Contract does not in any way affect the Terms and conditions of this Agreement.

B. I understand and agree that Dealership or its designated assignee may Activate the GPS at any time to:
   1. Verify it is functioning correctly.
   2. Ensure loan servicing requirements are met.
   3. To locate the vehicle for the purpose of effecting a lawful repossession if I am in default of my Contract.
C. I understand and agree that only the Dealer and its authorized Representatives are permitted to perform maintenance on the Device or any of its components. Should maintenance or repair be required, I agree to make the Vehicle available to the Dealer or its representatives during normal business hours. I understand and agree that the Dealer is responsible for the full cost of any necessary maintenance or repairs, except those caused by my attempt to tamper with, alter, disconnect, or remove the Device.

D. I understand and agree that when I have paid my contract in full, I am the owner of the Device. If I wish to keep the unit as an anti-theft Device, I will contact the product manufacturer to contract and pay them directly for the services I desire. If I do not want the device after my contract has been paid in full, the Dealership or its designated assignee will electronically disable the Device at no charge to me.

E. I understand and agree that any claim, dispute, or controversy arising out of, or related to the installation or removal of the Device is a matter that is strictly between me and the Dealer or its authorized third party installer.

F. I understand and agree that I HAVE NO RIGHT TO PRIVACY regarding the use of The GPS Device to track my vehicle's location. I further understand and agree that should any State of Federal Authority, Court, Arbitrator, Mediator, or other third party dispute resolution entity determine such a right exists, I HEREBY WAIVE SUCH RIGHT TO THE FULLEST EXTENT POSSIBLE.

G. I understand that if a scheduled payment is not received by the Dealership or its designated assignee on or before the due date, and the vehicle is equipped with a starter disabling device, the VEHICLE WILL BE DISABLED, AND WILL NOT START.

H. I have been provided with a toll-free phone number (877-563-0012) for use in the event of an emergency. This phone is staffed 24 hours per day, every day by the Device vendor. I understand that in the case where the Dealership or its designated assignee has disabled my vehicle because I am in default of my contract and I am unable to start my vehicle, I understand that I am entitled to have it enabled for 24 hours if needed during an emergency.
NOTICE: **DO NOT** sign this Disclosure Statement and Agreement without reading it first. By signing below, you are acknowledging that you have been the opportunity to read it in its entirety, and have had any and all questions regarding the Device, or the Terms and Conditions of this Disclosure answered to your satisfaction. You are further acknowledging that you completely and fully understand, and agree to be bound by all the terms and conditions contained in this Disclosure Agreement, and acknowledge that this Agreement is hereby incorporated by reference into the Contract.

Dated this ________day of________________, 20____

___________________________________________
BUYER

___________________________________________
AUTHORIZED DEALERSHIP REPRESENTATIVE

____________________________________________
CO-BUYER