

GPS DISCLOSURE
Addendum to Lease Agreement

Name and Address of Owner/Lessor _____

Name and Address of Lessee _____

DESCRIPTION OF LEASED MOTOR VEHICLE

Year _____ Make _____ Model _____ Body Style _____ VIN # _____

Date of Lease Agreement: _____

THIS ADDENDUM is hereby made a part of the Lease Agreement (the "Lease") between the Owner/Lessor (the "Lessor") and the Lessee – Co-Lessee (the "Lessee") identified above, as if fully set out therein. "Vehicle" or "Property" means the Leased motor Vehicle described herein. In the event of conflict or inconsistency between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

BY SIGNING BELOW, THE LESSEE AGREES AND CONSENTS TO ALL OF THE TERMS AND CONDITIONS OF THIS ADDENDUM

- 1. Tracking and Starter Disabling Device.** The Lessee agrees to permit the Lessor to install and use a device (the "Device") on the Vehicle that allows the Lessor to track the location of the Vehicle and/or disable the starting system. In addition, this Device allows the Lessor to track the Vehicle for law enforcement in the event it is stolen. This Device is also intended to protect the Lessor until the Lessee has fully paid and performed all the Lessee's obligations under the Lease and the Lessor has removed the Device from the Leased Vehicle.
- 2.** In the event the Lessee exercises a purchase option, as provided in the Lease, the Device WILL NOT be sold with the Vehicle. The Lessor will remove Device from the Leased Vehicle at no cost to the Lessee. The Lessee agrees to the removal of the Device and at the Lessor's designated location during normal business hours, but prior to completing the purchase option.
- 3.** The Lessee holds the Lessor harmless from and free from any liability, loss, damage or injury resulting from (1) any activation or malfunction of the Device, and (2) any damage to the Vehicle or personal injury caused by any tampering with, or the unauthorized removal of, the Device.

IMPORTANT NOTICE: The Lessor shall treat the misuse, alteration, disconnection, removal, disabling or otherwise tampering with the Device as fraudulent and as an attempt to do theft by conversion, to steal, to misappropriate, or to embezzle the Vehicle (or as otherwise specified by law) from the Lessor. Any of the foregoing shall be an Event of Default under the Lease.

- 4. The Lessor's Use of the Device.** If the Lessee does not make all or any of the Lessee's payments to the Lessor on time, as shown in the Lessor's records, or any other Event of Default occurs under the Lease or this Addendum at any time, the Lessor has the right, exercised at the Lessor's sole discretion (**ONLY AFTER COMPLYING WITH STATE APPLICABLE PROVISIONS REGARDING DEFAULT, CURE OF DEFAULT AND NOTICE OF RIGHT TO CURE ANY DEFAULT**), to use the device to disable the Vehicle's starting system and/or locate the Vehicle for recovery. Any delay or forbearance in the Lessor's exercise of this right does not operate as a waiver of that right. **THE LESSEE AGREES THAT THE LESSOR IS NOT RESPONSIBLE FOR ANY CONSEQUENCES RESULTING FROM THE USE OF THE DEVICE TO DISABLE THE VEHICLE'S STARTING SYSTEM, OR TO LOCATE THE VEHICLE FOR RECOVERY.**
- 5. The Lessor's Use of Information Obtained Through the Device.** the Lessee agrees that the Lessor may (i) use the Device to gather information about the location of the Vehicle, (ii) use that information to assist in the recovery of the Vehicle or other exercise of our remedies under the Lease, (iii) give that information to other persons who may or may not be affiliated with Lessor in connection with the recovery of the Vehicle or other exercise of the Lessor's remedies under the Lease, and (iv) also provide that information to law enforcement. The Device and all information that the Lessor obtains from the Device is and remains the sole property of the Lessor.
- 6. Default.** The Lessee agrees that the Lessee's breach of any of the Lessee's obligations under this Addendum is an **Event of Default** under the Lease.
- 7. No other Amendment.** Except as otherwise expressly provided in this Addendum and any other addendum to the Lease, all terms and provisions of the Lease remain in full force and effect as written in the Lease.

INSTALLATION OF THE DEVICE IS REQUIRED AS A CONDITION OF THE LEASE.

IF THIS IS NOT ACCEPTABLE, DO NOT SIGN THIS OR ANY OTHER RELATED DOCUMENTS.

BY SIGNING BELOW, THE LESSEE AGREES AND CONSENTS TO ALL OF THE TERMS AND CONDITIONS OF THE ADDENDUM. THE LESSEE ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS ADDENDUM.

LESSEE _____ OWNER/LESSOR _____
PRINT NAME _____ BY _____
CO-LESSEE _____ PRINT NAME _____
PRINT NAME _____ ITS _____ DATE _____