

**PINNACLE FINANCIAL GROUP  
GPS LOCATOR DEVICE ACKNOWLEDGMENT**

In this Agreement and Disclosure Statement, the following words have the following definitions.

“I,” “me” and “mine” means the customer(s) signing this Agreement and Disclosure Statement.

“You” and “Yours” mean the Dealer shown as the “CREDITOR (Seller)” in the Retail Installment Sales Contract for the credit sale of a vehicle by the dealer to me that I have signed on the date I signed this Agreement and Disclosure Statement. If the dealer assigns the Retail Installment Sales Contract to Pinnacle Financial Group (“PFG”), these words shall mean PFG. If PFG subsequently assigns the Retail Installment Sales Contract to another party, these words shall include such other party.

I understand and agree that a GPS locator device (“the device”) has been installed in the vehicle I am buying. I understand and agree that the device belongs to you. I understand and agree that keeping the device in my vehicle is a condition of my receiving credit and that I am free to choose to purchase the vehicle from another source that may not require the device. I agree not to remove, tamper with or disconnect the device. **I agree that I am in default of my contract if the device is removed or tampered with and may subject my vehicle to repossession where legally applied.**

I understand that I am in default if my payment is even one day late, and that any time any payment is late or in default or if I default in any other manner, you may exercise any right or rights you may have under the Retail Installment Sales Contract that I have signed and under applicable law.

The device is and will remain your property. When I have paid what I owe on this vehicle in full, the device will become my property at that time, I have the option of keeping the device or having it removed from my vehicle. **If I chose to remove the device it is solely my responsibility to pay the cost of doing so and for any damages it may cause.**

I understand that the device may help protect my vehicle from theft until I have paid my obligations under my Retail Installment Sales Contract in full. I may qualify for a discount on my comprehensive insurance, but you make no representations concerning whether any such discount may be available. I agree to contact my insurance company to determine whether I am eligible for such a discount. I am entering into this Agreement and Disclosure Statement without regard to whether any such discount may be available.

Should the vehicle be repossessed as a result of non-payment or because I tampered with, altered, disconnected or removed the device, I release and hold harmless Selling Dealer, You and the manufacturer of the device from any and all liability or damages I may suffer as a result of not being able to drive the vehicle, including, but not limited to, lost wages, economic benefit, loss of compensation, any incidental and consequential damages that may accrue on account of foreseen or unforeseen bodily and personal injuries and property damages and I do release and discharge Selling Dealer, You and the manufacturer of the device and Your and their heirs, successors and assigns from all claims, demands, actions or causes of actions resulting therefrom.

I agree to indemnify You for any money You may have to pay to any other person or entity asserting any claims arising out of or related to any injuries or damages that may result from the actions described above, including any expenses incurred in defending such claims. I understand and agree that only You and Your representatives are authorized to maintain the device. If repairs are required, I will make the vehicle available to You or Your representatives, as You instruct, during normal business hours.

I understand and agree that this Agreement and Disclosure Statement does not contain the federal Truth in Lending disclosures that You are required to provide to me, and that such Truth in Lending disclosures are contained in the Retail Installment Sales Contract that I have signed on the date appearing with my signature below.  
**Customer should read an initial each statement below**

\_\_\_\_\_ I understand an electronic GPS locator device (“Device”) has been installed in my vehicle.

\_\_\_\_\_ I understand the Device belongs to the Creditor/Seller, or their successors or assigns that extended credit to me.

\_\_\_\_\_ I understand that keeping the Device in my vehicle over the life of my contract is a condition of the extension of credit to me.

\_\_\_\_\_ I understand that I could have purchased a vehicle from another Creditor/Seller that did not require the use of this Device.

\_\_\_\_\_ I understand the Arbitration Provisions contained in this Agreement, and I understand that these provisions will require me to resolve any claims or disputes through the use of an arbitrator.

**I ACKNOWLEDGE THAT I HAVE READ ALL OF THIS AGREEMENT AND DISCLOSURE STATEMENT, INCLUDING THE ARBITRATION CLAUSE, BEFORE SIGNING BELOW. I ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED IN COPY OF THE RETAIL INSTALLMENT SALES CONTRACT, THIS AGREEMENT AND DISCLOSURE STATEMENT AND EVERY OTHER DOCUMENT THAT I SIGNED DURING CONTRACT NEGOTIATIONS.**

**Customer (sign):** \_\_\_\_\_

**Customer (sign):** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_