



LEASE EXCESS WEAR & TEAR WAIVER INFORMATION PAGE

This Addendum is not valid unless
completely filled out. Please print or type.
FOR ADMINISTRATOR USE ONLY
ADDENDUM NUMBER:

LESSEE INFORMATION

LAST NAME:	FIRST NAME:	MI:
MAILING ADDRESS:	CITY:	STATE: ZIP CODE:
EMAIL:	TELEPHONE:	

CO-LESSEE INFORMATION (IF APPLICABLE)

LAST NAME:	FIRST NAME:	MI:	TELEPHONE:
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SELLER AND LENDER/LESSOR INFORMATION

SELLER NAME:	LENDOR/LESSOR NAME:
SELLER ADDRESS:	LENDOR/LESSOR ADDRESS:
CITY, STATE & ZIP CODE:	CITY, STATE & ZIP CODE:
TELEPHONE:	TELEPHONE:

COVERAGE DESCRIPTION

YEAR:	MAKE:	MODEL:	VEHICLE IDENTIFICATION NUMBER:
ODOMETER:	LEASE INCEPTION DATE:	FIRST PAYMENT DATE:	MSRP: CLASS:
TERM (MONTHS):	SCHEDULED TERMINATION DATE:	MONTHLY PAYMENT AMOUNT:	CONTRACT PURCHASE PRICE:
OPTIONAL SURCHARGE: ☐ COMMERCIAL USE		MANDATORY SURCHARGE: ☐ ELECTRIC VEHICLE	
MAXIMUM BENEFIT: ☐ \$5,000 ☐ \$7,500		SINGLE-EVENT LIMIT: ☐ \$500 ☐ \$1,000	DEDUCTIBLE: ☐ \$0 ☐ \$100 ☐ \$250

DECLARATIONS

The undersigned acknowledges and understands that:

1. **THIS ADDENDUM IS NOT INSURANCE** and is not a vehicle service contract. It does not replace any physical damage or liability insurance required under Your Lease Agreement.
2. This Addendum amends Your Lease Agreement by waiving certain excess wear and tear charges at lease-end, subject to the terms, conditions, limitations, and exclusions on the following pages.
3. The Administrator is HeroProtects, [13801 Riverport Drive, Suite 100, Maryland Heights, MO 63043], [(855) 203-9876], whose role is to administer this Addendum on Our behalf.
5. **PURCHASE OF THIS ADDENDUM IS OPTIONAL, IS NOT REQUIRED TO OBTAIN CREDIT OR TO LEASE THE COVERED VEHICLE, AND WAS NOT A FACTOR IN THE LEASE OR CREDIT APPROVAL.**

Lessee

Date

Seller / Lessor Representative

Date

I. PARTIES & INTRODUCTION

This HeroProtects Lease Excess Wear & Tear Waiver Addendum (the "Addendum") is entered into between You (the Lessee and any Co-Lessee identified on the Information Page) and the Seller, Lender, or Lessor that signs the Information Page or to which Your Lease Agreement is assigned ("We," "Us," or "Our"). The Administrator is HeroProtects, 13801 Riverport Drive, Suite 100, Maryland Heights, MO 63043, [phone], whose role is to administer this Addendum on Our behalf. This Addendum amends and becomes part of Your Lease Agreement.

II. DEFINITIONS

Addendum. This waiver amendment to Your Lease Agreement.

Administrator. HeroProtects, which administers claims and benefits under this Addendum.

Covered Vehicle. The vehicle identified on the Information Page.

Excess Wear and Tear. A condition identified at lease return that results in a charge under Your Lease Agreement to correct damage or diminishment beyond normal use, as determined by the Lessor and subject to the exclusions below.

Lease Agreement. Your motor vehicle lease (or residual-based finance agreement that includes an excess wear provision) with the Lessor.

Maximum Benefit. The aggregate amount We will waive under this Addendum, as selected on the Information Page (\$5,000 or \$7,500).

Single-Event Limit. The most We will waive for any one item or related set of items of Excess Wear and Tear, as selected (\$500 or \$1,000).

Scheduled Termination Date. The original lease end date shown on the Information Page.

You / Your. The Lessee and any Co-Lessee identified on the Information Page.

III. WAIVER BENEFIT

Subject to the conditions, limitations, and exclusions of this Addendum, We will waive or reimburse the Excess Wear and Tear charges assessed against You at the time You turn in the Covered Vehicle, up to the Maximum Benefit selected on the Information Page, and not more than the Single-Event Limit for any individual item. You are responsible for any deductible shown. This Addendum also includes an Excess Mileage benefit of up to two hundred dollars (\$200), applied toward excess mileage charges assessed at lease-end.

IV. CONDITIONS — WHAT YOU MUST DO

A waiver is available only if all of the following are met:

- a. You have made all payments as scheduled under Your Lease Agreement.
- b. You turn in the Covered Vehicle within one (1) year after the Scheduled Termination Date.
- c. You do not exercise any purchase option under Your Lease Agreement.
- d. The Covered Vehicle's odometer accurately reflects actual mileage and has not been altered.
- e. The Covered Vehicle was not used for any prohibited commercial purpose (see Section VI), unless a Commercial Use surcharge was elected and paid.
- f. You maintained the Covered Vehicle in the condition required by Your Lease Agreement and complied with its terms.
- g. You sign the lessor's vehicle condition / inspection report at turn-in.
- h. You purchased this Addendum on the same date You entered into Your Lease Agreement.
- i. The Covered Vehicle met the eligibility requirements at inception: it had less than ten thousand (10,000) miles on the odometer at the time of lease, has never been titled, and its MSRP and term were within program limits. If any eligibility requirement was not met, this Addendum is void and the charge will be refunded.
- j. You followed the claim procedure in Section VIII **How to Request a Waiver Benefit — Your Responsibility**.

V. LIMITATIONS

1. The total amount waived under this Addendum will not exceed the Maximum Benefit selected.
2. No single item or related set of items will be waived beyond the Single-Event Limit selected.
3. Missing items are subject to an aggregate sublimit of two hundred dollars (\$200).
4. For tires or wheels, all four tires or wheels are treated as a single event, subject to a combined limit of three thousand dollars (\$3,000).
5. Any excess mileage charge(s) exceeding two hundred dollars (\$200).

VI. COMMERCIAL USE

A Permitted Commercial Purpose means professional use by a single driver for transportation to and from work-related activities (for example, real estate, sales, light professional services). A Prohibited Commercial Purpose includes hauling, construction, delivery, rideshare or for-hire passenger service, rental, towing, snowplowing, government or emergency use, or use by multiple drivers under a company name. Coverage for a Permitted Commercial Purpose is available only if the Commercial Use surcharge is elected and paid on the Information Page. The Administrator may request reasonable documentation to confirm use.

VII. EXCLUSIONS — WHAT IS NOT WAIVED

This Addendum does not waive Your obligations under the Lease Agreement, and We will not waive charges:

1. for repairs completed before lease termination, or for any condition existing before the Lease Agreement date;
2. that would be covered by a manufacturer's warranty or guarantee, a vehicle service contract, or any automobile insurance policy (including any deductible), whether or not such coverage is in force;
3. for damage from alterations, improper repairs, modifications, non-conforming or mismatched parts, poor body work, or frame/alignment damage;
4. charges due to missing parts valued over two hundred dollars (\$200) each, or improper replacement parts;
5. for damage to any part, equipment, or accessory added after delivery of the Covered Vehicle to You;
6. for removal of, or damage from, signs, lettering, decals, or other adhesive items;
7. arising from mechanical or electrical breakdown, except for head lamps, tail lamps, sealed beams, lenses, bulbs, factory or dealer audio equipment, convertible tops, mirrors, door handles, and antennae;
8. from Your wrongful or intentional acts, racing or competition, or operation under the influence;

9. charges due to any excess mileage charge(s) exceeding two hundred dollars (\$200);
10. if the Covered Vehicle is a total loss, is repossessed, or where You failed to meet Lease Agreement obligations;
11. for charges not itemized on the lessor's inspection statement;
12. for incidental or consequential damages, including loss of use, lost time, or inconvenience;
13. from acts of God, flood, fire, hail, war, terrorism, riot, vandalism, or neglect.

VIII. HOW TO REQUEST A WAIVER BENEFIT — YOUR RESPONSIBILITY

At least thirty (30) days before You turn in the Covered Vehicle, contact the Administrator at (855) 203-9876 or www.heroprotects.com to begin Your request and, if requested, schedule an inspection. After the lessor's end-of-lease inspection and within ninety (90) days of turn-in, submit to the Administrator: (1) the lessor's itemized statement of Excess Wear and Tear charges; (2) the lease-end vehicle condition / inspection report; (3) a copy of this Addendum; (4) a copy of Your Lease Agreement; (5) proof of the date the Covered Vehicle was returned; and (6) any other documentation the Administrator reasonably requests. Failure to provide the required documentation within ninety (90) days of turn-in may result in denial. The Administrator may inspect the Covered Vehicle or require photographs.

IX. CANCELLATION & REFUND

You may cancel this Addendum at any time by written notice to the Administrator or Seller. If You cancel within sixty (60) days of the Lease Inception Date and no benefit has been provided, You will receive a full refund of the charge. After sixty (60) days, You will receive a pro-rata refund based on the months elapsed, less a cancellation fee not to exceed seventy-five dollars (\$75), where permitted by state law. If the charge was financed in Your lease, any refund may be applied to Your lease balance and both You and the Lessor may be named on the refund. This Addendum is non-cancelable once a waiver benefit has been provided. We may cancel for non-payment of the Addendum charge. Some states require different cancellation terms; any state-specific requirement controls.

X. ASSIGNMENT & TRANSFER

We may assign Our rights under this Addendum. This Addendum stays part of the Lease Agreement upon assignment. This Addendum is not transferable.

XI. STATE DISCLOSURES

Alabama

The INFORMATION PAGE is amended to include the following: The Addendum Charge is not regulated and You should determine if the cost of this Addendum is reasonable in relation to the protection provided by this Addendum.

Arkansas

The INFORMATION PAGE is amended to include the following: The Addendum Charge is not regulated and You should determine if the cost of this Addendum is reasonable in relation to the protection provided by this Addendum.

California

A Cancellation fee does not apply in California.

Connecticut:

The Addendum is not insurance and does not take the place of automobile insurance coverage. The Addendum is an authorized charge and not to be construed as a finance charge or interest.

Kansas

For questions or complaints, You may contact the Kansas Office of the State Bank Commissioner, 700 S.W. Jackson #300, Topeka, KS 66603, <https://osbckansas.org/>.

Georgia

If You cancel this Addendum, You must provide the written cancellation request within ninety (90) days of Your decision to cancel this Addendum.

Louisiana

Warranties and misrepresentations by You made in the negotiation of a contract cannot be deemed material or void the contract unless such is made with the intent to deceive. If the Addendum is voided, all charges will be refunded. This Addendum is non-renewable. Any person who knowingly presents a false or fraudulent claim for payment of a benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. A Cancellation fee does not apply in Louisiana.

Missouri:

The terms and conditions governing cancellation consistent with all applicable Missouri laws.

Nebraska

This Addendum is not insurance and is not regulated by the Nebraska Department of Insurance. The Dealer, Lender/Lessor, or Administrator cannot unilaterally modify the terms of the Addendum unless the modification is favorable to the buyer and is made without additional charge to the buyer, or the buyer is notified of the proposed modification and has the option to cancel the waiver without penalty.

New Jersey

Cancellation & Refund is amended to include the following: If cancellation is due to an early termination of the Lease Agreement, You are not required to submit a written refund request.

North Carolina

If no benefit has or will be provided and You wish to cancel this Addendum, You must provide the written cancellation request within ninety (90) days of the occurrence of the event terminating the Lease Agreement.

Oklahoma

If no benefit has or will be provided and You wish to cancel this Addendum, You must provide the written cancellation request within ninety (90) days of the occurrence of the event terminating the Lease Agreement.

Pennsylvania

A portion of the price You pay for the addendum will be retained by the Dealer.

Tennessee

The cost of the Addendum is not regulated and You have the responsibility to determine whether the cost of the Addendum is reasonable in relation to the coverage afforded by this Addendum.

Utah

There is a deductible for this Addendum. This Addendum is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage under this Addendum is not guaranteed by the Property and Casualty Guarantee Association.

Washington

This Addendum is not credit insurance, nor does it eliminate Your obligations to insure the collateral as provided by the laws of this state. Purchasing and Addendum does not eliminate Your rights and obligations under the vendor single-interest and collateral protection coverage laws of this state. This Addendum shall be void if any material facts have been intentionally concealed or misrepresented, or in the case of fraud and all charges will be refunded.

In the event You cancel this Addendum or opt for early termination, You must provide written notice to the Administrator within ninety (90) days of this cancellation date or the event terminating your Lease Agreement. Any refund of the Addendum Charge for an Addendum that was included in the financing of the collateral may be applied by the creditor as a reduction of the overall amount owed under the Lease Agreement, rather than applying the refund strictly to the Addendum Charge.

Wisconsin

A Cancellation fee does not apply in Wisconsin.

SAMPLE