



**SOUTHEAST AUTO FINANCIAL SERVICES, LLC
DEALER AGREEMENT**

THIS AGREEMENT ("**Agreement**") is made and is effective as of the latest date set forth below the signatures of the parties, by and between SOUTHEAST AUTO FINANCIAL SERVICES, LLC ("**SAFS**") and the undersigned motor vehicle dealer ("**Dealer**").

From time to time, SAFS has purchased or will purchase from Dealer retail installment contracts, conditional sales contracts or other instruments (collectively, "**Contracts**") appropriately endorsed or as otherwise made subject to the terms of this Agreement covering motor vehicles ("**Vehicles**") and insurance plans, service contracts or warranty plans (collectively, "**Plans**") sold and delivered by Dealer in the ordinary course of business to retail buyers ("**Buyers**"). SAFS and Dealer desire to set forth the terms and conditions applicable to such purchases of Contracts. The parties stipulate and agree as follows:

- 1. Purchase.** SAFS will purchase from Dealer such Contracts as SAFS, in its sole discretion, finds acceptable. All Contracts. Buyers and information contained in each Buyer's credit application will be satisfactory to SAFS in its sole discretion. Any prior review or acceptance of any Contract by SAFS will not waive any representation, warranty or agreement of Dealer in this Agreement or in such Contract.
- 2. Representations and Warranties.** Dealer's presentation of any Contract to SAFS will constitute Dealer's representation, warranty and covenant with respect to each such Contract, and the Vehicle, Buyer and any Plans described in such Contract, that (i) Dealer has good title to the Contract free and clear of all liens and encumbrances and has all necessary power and authority to assign the Contract to SAFS, (ii) Dealer has conveyed good title to the Vehicle to Buyer free and clear of all liens and encumbrances other than the security interest in favor of SAFS as Dealer's assignee, (iii) the Contract complies with all applicable laws and regulations including, without limitation, those federal and state laws concerning consumer credit, truth-in-lending and retail consumer sales, (iv) each Contract represents a valid, bonafide sale and accurately sets forth the cash price, down payment, trade-in allowance, additional charges, unpaid balances, finance charges, deferred payment price, annual percentage rate of interest and other terms of sale (v) any Plan sold in connection with such sale is accurately set forth on the Contract or on an appropriate endorsement to the Contract, (vi) all signatures of Buyer and any guarantor or endorser on the Contract are genuine and each such Buyer,

guarantor and endorser had full legal capacity to enter into the Contract, (vii) the obligations of Buyer and any guarantor and endorser under the Contract are valid and enforceable in accordance with their terms, (viii) the Vehicle is protected by insurance for fire, theft, combined additional coverage and collision, with a loss payable clause in favor of SAFS in at least the amount of the cash price of the Vehicle set forth in the Contract, (ix) the Dealer has, and assigns to SAFS, a first priority perfected purchase money security interest in the Vehicle securing the total indebtedness provided for in the Contract, (x) Buyer has not been required to pay by electronic funds transfer, or purchase a Plan or other goods or services, as a condition to obtain credit pursuant to the Contract, and (xi) the Contract and all documents and information submitted by Dealer to SAFS are authentic and complete as of the date of submission to SAFS.

3. **ECOA.** Both SAFS and Dealer will comply in a timely manner with all obligations under the Equal Credit Opportunity Act and all regulations promulgated under such Act. SAFS is not a consumer reporting agency, as defined in the Fair Credit Reporting Act. Dealer will notify each applicant that their credit application is being submitted to SAFS for credit approval. If SAFS declines to purchase a Contract, then SAFS will prepare the appropriate Notice of Adverse Action and send it directly to the address shown on the credit application.

4. **Privacy.** Both SAFS and Dealer will comply with all federal privacy laws with respect to the Buyer's nonpublic personal information.

5. **Repurchase by Dealer.** Notwithstanding anything in this Agreement to the contrary, if at any time (i) Dealer has breached any obligation, representation, warranty or agreement under this Agreement, (ii) any Buyer denies liability under the Contract or asserts any claim, counterclaim, setoff or defense against SAFS on the grounds of any act or omission of Dealer, or on the grounds of a defect to the Vehicle, or (iii) any failure of or defect in the Buyer's title to the Vehicle shall occur or arise or the first priority perfected security interest in favor of SAFS in the Vehicle shall be challenged, or be lost, then on demand by SAFS, Dealer will repurchase such Contract from SAFS for a price equal to the balance due and owing under the Contract plus any amount paid by (including reasonable attorney's fees) incurred by SAFS in connection with such Contract. At SAFS option, any repurchase obligation may be deducted from any other sums (in whole or in part) due to be paid by SAFS to Dealer for any new Contract being purchased under this Agreement. Any repurchase by Dealer will be without recourse to SAFS and without any representations or warranties from SAFS.

6. **Certificate of Title.** Dealer will (i) perfect a first lien in SAFS name on each Vehicle's Certificate of Title within 20 days of the sale date and (ii) deliver to SAFS an original Certificate of Title to each Vehicle with SAFS shown thereon as the first lienholder within 30 days from the date of each Contract. Dealer authorizes Southeast Auto Financial Services, LLC to immediately institute and take such action in the name of SAFS and/or Dealer as SAFS deems necessary or convenient in its sole discretion to obtain such Certificate of Title. "Salvage", "rebuilt" and "true mileage unknown" Vehicle titles are not acceptable.

7. **Purchase Price; Processing Charge.** The purchase price for each Contract will be established pursuant to SAFS policies and procedures as in effect from time to time. A Contract processing charge as agreed to between SAFS and Dealer from time to time will be subtracted and withheld from the sums paid Dealer by SAFS for the Contract.

8. **Controlling Agreement; Riders.** This Agreement supersedes any prior understanding or agreement between the parties. All Contracts purchased by SAFS under any such prior agreements are now subject to all the terms and provisions of this Agreement. If SAFS and Dealer enter into any Riders to this Agreement, then each such Rider will become a part of this Agreement at the time any such Rider is signed by all parties.

9. **Administrative Provisions.**

- i. Dealer will indemnify, defend and hold harmless SAFS from any and all claims, suits, liabilities, losses, expenses and costs (including reasonable attorney's fees) (collectively, "**Claims**") arising from or otherwise connected with any Contract purchased by SAFS; provided that Dealer will have no obligation to indemnify SAFS from any Claims arising solely from the acts or omissions of SAFS.
- ii. If Dealer defaults under this Agreement then Dealer will pay to SAFS, on demand, all SAFS costs, expenses, liabilities and damages of any nature, including reasonable attorney's fees, arising from such default or in connection with enforcement of this Agreement.
- iii. This Agreement is binding on the parties and their respective successors and assigns, but neither this Agreement nor any rights or obligations of Dealer will be assignable by Dealer without the prior written consent of SAFS.
- iv. SAFS, or Dealer when requested by SAFS, will notify all Buyers that their Contracts have been assigned to SAFS and that all future payments should be made to SAFS. If Dealer receives any payments under any Contract, then Dealer immediately will pay such amount to SAFS.
- v. This Agreement will be construed, enforced and performed in accordance with the laws of Mississippi without regard to any applicable conflict of law provisions. Any legal proceeding related to this Agreement shall be commenced in the General District Court or Circuit Court of the City of Gulfport, or the United States District Court. Dealer agrees that the jurisdiction and venue of such courts is proper.
- vi. No party will be deemed the drafter of this Agreement and no court will construe any provision of this Agreement against any party as its drafter.

SOUTHEAST AUTO FINANCIAL SERVICES, LLC

By: _____

Name: _____

Title: _____

Date signed: _____

Address for Notices:

Southeast Auto Financial Services, LLC

12100 Hwy. 49 Ste. 724

Gulfport, MS 39503

DEALER NAME:

By: _____

Name: _____

Title: _____

Date signed: _____

Address for Notices:
