

Lease Excess Wear and Tear Limited Waiver Addendum



**VEHICLE
PROTECTION**
A PRODUCT OF FCA US LLC

Customer Information

Last Name		First Name	Middle Initial
Street Address			Apt #
City		State	ZIP Code
Primary Phone Number	Secondary Phone Number	E-mail Address	

Co-Signing Customer Information

Last Name		First Name	Middle Initial
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Covered Vehicle Information

Make	Model	Trim	Model Year
Vehicle Identification Number (VIN)	Odometer Reading at Time of Lease	MSRP \$	

Dealer Information

Dealer Code	Dealer Name		
Street Address			
City	State	ZIP Code	Dealer Phone Number

Lessor Information

Lessor Name			
Street Address			
City	State	ZIP Code	Lessor Phone Number

Lease Agreement/Limited Waiver Addendum Information

Lease Agreement Term (in months)	Lease Inception Date	Scheduled Lease Termination Date
Gross Capitalized Cost \$	Lease Excess Wear and Tear Addendum Retail Price \$	
Option Code		

THE PURCHASE OF THIS LEASE EXCESS WEAR AND TEAR LIMITED WAIVER ADDENDUM IS OPTIONAL AND WILL NOT BE A FACTOR IN THE LEASE PROCESS OR THE CREDIT APPROVAL PROCESS. NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT, NOR THE TERMS OF THE RELATED MOTOR VEHICLE LEASE MAY BE CONDITIONED UPON THE PURCHASE OF THIS LEASE EXCESS WEAR AND TEAR LIMITED WAIVER ADDENDUM. THIS ADDENDUM IS NOT AN INSURANCE CONTRACT. THIS IS NOT AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE POLICY. SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES.

Lease Excess Wear and Tear Limited Waiver Addendum Coverage

This MOPAR Vehicle Protection Lease Excess Wear and Tear Limited Waiver Addendum ("Addendum") is entered into by the Customer and the Lessor, both as described above. This Addendum amends the terms of Your Motor Vehicle Lease Agreement ("Lease Agreement") in accordance with the terms and conditions contained herein, and is a part thereof. You are responsible to Lessor under the terms of the described Lease Agreement for the amount of any charges defined as Excess Wear and Tear in the Lease Agreement that are, or may be, assessed by Lessor at the time the Covered Vehicle, as described on this Registration Page, is turned in. Subject to the terms of this Addendum, We will waive the Excess Wear and Tear charges assessed at the time You turn in the Covered Vehicle, if any (including excess mileage charges up to two hundred (\$200) dollars total), up to a maximum of five thousand (\$5,000) dollars total. There is no required deductible that must be met prior to obtaining a Waiver Benefit under this Addendum. To obtain the Waiver Benefit provided hereunder, You must turn in the Covered Vehicle to Us or to Our designee any time prior to, or, if the Lessor agrees to grant an extension, within six (6) months after the original Scheduled Lease Termination Date.

I (Customer), whose signature appears below, acknowledge that the information contained above is, to the best of my knowledge, true. I have read this Addendum in its entirety and I understand that I am entering into a contractual agreement with the Lessor. I understand and agree to all of the provisions, terms, and conditions contained herein, including the exclusions, cancellation and transfer sections. I agree to purchase this Addendum and I elect to have the Lessor modify my Lease Agreement, as detailed herein, in exchange for payment of the Addendum Retail Price listed above. I understand that this Addendum has been issued in accordance with the information contained on this Registration Page. The terms of this Addendum are in addition to any other Lease Agreement requirements and, except for Our agreement to waive some or all of Your Excess Wear and Tear charges, do not supersede other terms and conditions of the Lease Agreement. All other terms and conditions of the Lease Agreement remain in full force and effect, but, if a conflict exists between the terms and conditions of the Lease Agreement and the terms and conditions contained in this Addendum (other than with respect to Excess Wear and Tear charges), the Lease Agreement shall control. The purchase of this Addendum is not a replacement for physical damage insurance or any other insurance on the Covered Vehicle which may be required by the Lease Agreement. **THE TERMS AND CONDITIONS CONTAINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENT SHOULD BE RELIED UPON BY YOU.**

Customer Signature _____ Date _____ Dealer Signature _____ Date _____

Nevada Residents Only: By initialing this box, You acknowledge that this Addendum contains an arbitration provision, that You have read and understand Section 8, Arbitration Procedure, and affirmatively agree to the terms contained therein.

Administrator: Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 1-833-531-8951

MOPAR Vehicle Protection Lease Excess Wear and Tear Terms & Conditions

1. Introduction and Parties

This Lease Excess Wear and Tear Limited Waiver Addendum ("Addendum") is not insurance; it is a debt cancellation agreement which amends and becomes a part of Your Motor Vehicle Lease Agreement ("Lease Agreement"). This Addendum is entered into between the Customer (referred to herein as "Customer," "You" or "Your") and the Lessor listed on the Registration Page (referred to herein as "Lessor," "We," "Us," or "Our"). Lessor has appointed Safe-Guard Products International, LLC as the Administrator of this Addendum. Administrator is not a party to this Addendum and its sole responsibility is to perform the administration for this Addendum.

2. Definitions

For the purpose of this Addendum, the following terms shall mean:

Addendum means this MOPAR Vehicle Protection Lease Excess Wear and Tear Limited Waiver Addendum.

Administrator means Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, GA 30328.

Covered Vehicle means the vehicle listed on the Registration Page that is the subject of the Lease Agreement.

Customer, You, Your mean the lessee of the Covered Vehicle, as listed on the Registration Page, who is also the purchaser of this Addendum.

Dealer means the automotive dealership listed on the Registration Page that leased the Covered Vehicle and sold this Addendum to the Customer.

Final Invoice/Turn-In Settlement Statement means the final itemized statement of Excess Wear and Tear charges which includes the lease turn in date.

Lease Agreement means the agreement between the Customer and the Lessor entered into on the Lease Inception Date that evidences the terms and conditions of the lease.

Lessor, We, Us, Our mean the financial institution extending the Gross Capitalized Cost to the Customer under the terms of the Lease Agreement, as listed on the Registration Page.

Permitted Commercial Purpose means a commercial purpose which is commonly categorized as "professional." A Permitted Commercial Purpose is generally limited to using the Covered Vehicle for transportation to and from commercial work-related activities, including, but not limited to: vehicles used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening) or light duty services (e.g. electrician, carpenter and plumber).

Prohibited Commercial Purpose means a commercial purpose other than a Permitted Commercial Purpose. A Prohibited Commercial Purpose generally involves using the Covered Vehicle to perform commercial work-related functions, including, but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, livery, carrying passenger for hire (taxi, limousine, or shuttle services), ride share vehicles, towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use, or if the Covered Vehicle is both leased in a company's name and may be used by multiple drivers.

Registration Page means the first page of this Addendum.

Scheduled Lease Termination Date means the original date the Lease Agreement is scheduled to terminate, as listed on the Registration Page.

Vehicle Inspection/Condition Report means the itemized list of the condition of the Covered Vehicle, including Excess Wear and Tear items, which is completed at the time of the Covered Vehicle's lease turn in.

Waiver Benefit means the amount waived by the Lessor pursuant to the terms of this Addendum.

3. Disclaimers

Subject to the terms, conditions, and exclusions contained herein, We will waive Your Excess Wear and Tear charges up to a maximum of five thousand (\$5,000) dollars, provided:

- A. You are assessed for Excess Wear and Tear charges upon Your return of the Covered Vehicle.
- B. You have made all payments as scheduled under the Lease Agreement.
- C. You have returned the Covered Vehicle to Us or to Our designee as instructed, and not more than six (6) months after the original Scheduled Lease Termination Date.
- D. The Covered Vehicle's odometer has not been tampered with and does not in any way misrepresent the Covered Vehicle's actual mileage.
- E. The Covered Vehicle was not used for competitive driving, racing, or for a Prohibited Commercial Purpose.
- F. The Covered Vehicle has not been declared a Total Loss by an insurance company.
- G. You have complied with all of the terms and conditions of the Lease Agreement, except those related to Excess Wear and Tear.
- H. You have complied with the procedures for requesting a Waiver Benefit as described below in Section 7, Waiver Benefit Procedures (How to File a Claim).
- I. Your Lease Agreement Term is not less than twelve (12) months and not greater than forty-eight (48) months.
- J. You do not exercise the purchase option under the Lease Agreement.
- K. You purchased this Addendum on the same date that You executed the Lease Agreement.

4. Exclusions

This is a Limited Excess Wear and Tear Waiver Addendum. THIS ADDENDUM MAY NOT WAIVE ALL ITEMS DECLARED AS EXCESS WEAR AND TEAR IN YOUR LEASE AGREEMENT.

This Addendum does NOT waive any of Your obligations under the Lease Agreement to pay, and We will not waive:

- A. **Charge(s) for repairs completed prior to termination of the Lease Agreement.**
- B. **Any Excess Wear and Tear charge for a single line item on the Vehicle Inspection Report/Final Invoice/Turn-In Settlement Statement that exceeds one thousand (\$1,000) dollars.**
- C. **Charge(s) for damage or repair due to alterations, improper repairs, or modifications including, but not limited to: replacement parts that do not meet the manufacturer's specifications; mismatched parts to a set; add-on parts; poor or incomplete body work, body filler, mismatched paint; or damage to the Covered Vehicle's frame or alignment.**
- D. **Any Excess Wear and Tear charge(s) for which You are not billed by Us or by Our designee; for example, if You purchase the Covered Vehicle or otherwise do not surrender the Covered Vehicle to Us or to Our designee.**
- E. **Any portion of the aggregate charge(s) for missing parts that is in excess of two hundred fifty (\$250) dollars.**
- F. **Charge(s) due to damage to any part, equipment, or accessory added to the Covered Vehicle after delivery of the Covered Vehicle to You, unless such items were added with Our prior written consent.**
- G. **Charge(s) due to the presence of or the cost to remove decals, signs, lettering, bumper stickers, or other adhesive items, including any subsequent repairs resulting from their removal.**

MOPAR Vehicle Protection Lease Excess Wear and Tear Terms & Conditions

- H. Charge(s) resulting from mechanical or electrical breakdown, EXCEPT for the following parts and/or surfaces: head lamps, tail lamps, sealed beams, lenses, light bulbs, factory or dealer installed audio equipment and systems, convertible tops, mirrors, door handles, and antennae.
- I. Charge(s) resulting directly or indirectly from any dishonest, fraudulent or illegal act by the Customer, family member, or other person acting under the Customer's authority; charge(s) caused by a willful, wanton or recklessly negligent act by the Customer, family member, or other person acting under the Customer's authority; charge(s) occurring due to repossession; charge(s) occurring because You failed to fulfill Your Lease Agreement obligations, except those related to Excess Wear and Tear.
- J. Any charge(s) if the Covered Vehicle is used for a Prohibited Commercial Purpose.
- K. Any excess mileage charge(s) in excess of two hundred (\$200) dollars.
- L. Charge(s) not set forth on Lessor's itemized inspection statement detailing the Excess Wear and Tear charge(s).
- M. Charge(s) for damage or repairs that are covered by the manufacturer's warranty on the date of inspection.
- N. Charge(s) for failure to complete the Covered Vehicle's scheduled maintenance.
- O. Charge(s) other than Excess Wear and Tear assessed by the Lessor after taking possession of the Covered Vehicle (such as disposition fees, termination fees, or extension fees).
- P. Charge(s) or costs associated with any consequential or incidental damages.
- Q. Charge(s) resulting from off-roading and/or using the Covered Vehicle on non-maintained roads, beaches, or open fields.
- R. Charge(s) resulting from vandalism or neglect.
- S. Charge(s) resulting from Acts of God, floods, hail, fires, war, terrorism, riots or civil unrest.
- T. Charge(s) resulting from the operation, use, or maintenance of the Covered Vehicle during competition, racing, track use, or other similar event.

5. Transfer

This Addendum is non-transferable.

6. Cancellation

This Addendum terminates when Your Lease Agreement terminates. This Addendum is cancelable. To cancel the Addendum, You must provide Mopar Vehicle Protection with written notice of Your request to cancel the Addendum. The effective date of such cancellation shall be no earlier than ninety (90) days prior to the date such written notice is received by Mopar Vehicle Protection. This Addendum may be cancelled for a full refund of the Addendum Retail Price within sixty (60) days of the Lease Inception Date, provided that no Waiver Benefit has been provided. If cancelled after sixty (60) days, any refund will be calculated pro-rata, less a seventy-five (\$75) dollar processing fee, unless otherwise required by applicable law. However, in the event a Waiver Benefit has been provided, this Addendum will be deemed as fully earned, and no refund will be due or paid to the Customer. To cancel this Addendum, please submit Your request in writing using a cancellation form along with a copy of the Registration Page to Mopar Vehicle Protection, P.O. Box 2700, Troy, MI 48007-2700, 1-800-521-9922. You may obtain

a copy of the cancellation form by contacting the Administrator. We may cancel this Addendum due to total loss, default or repossession of the Covered Vehicle. Any and all refunds due pursuant to this section shall be applied to Your outstanding obligations under the Lease Agreement, if any, before returning any surplus refund amount to You. In the event the Covered Vehicle is sold, assigned, transferred, traded, or the Lease Agreement is terminated for default, this Addendum will be terminated immediately, and You will not receive any Waiver Benefit. If You exercise any purchase option under Your Lease Agreement, Excess Wear and Tear charges will not be assessed, and You will not receive a Waiver Benefit under this Addendum.

7. Waiver Benefit Procedures (How to File a Claim)

At least thirty (30) days prior to turning in the Covered Vehicle, You must contact Administrator at 1-833-531-8951 to register and initiate Your request for a Waiver Benefit.

Within two hundred ten (210) days of the date of the Final Invoice/Turn-In Settlement Statement, You must provide Administrator with the following documents:

- A. A copy of all pages of this Addendum;
- B. A copy of the original Lease Agreement;
- C. A copy of the itemized Vehicle Inspection/Condition Report;
- D. A copy of the itemized Final Invoice/Turn-In Settlement Statement that indicates the date the Covered Vehicle was turned in; and
- E. Any additional documents reasonably requested by Administrator.

Documents should be:

- A. Mailed to Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, GA 30328;
- B. Faxed to Administrator at 678-394-2955; or
- C. Emailed to: customerserv@mvp-protection.com (Please list the Customer's full name or claim number in the subject line of the email).

Administrator reserves the right to conduct its own inspection of the Covered Vehicle or require photographs of the Excess Wear and Tear which is the subject of Your claim. Please make sure all documents are legible, otherwise the Waiver Benefit may be suspended until legible copies can be obtained.

8. Arbitration Procedure

You agree that all individual claims or disputes arising from or relating to this Addendum, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Lessor, or Dealer, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If Administrator demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Addendum was purchased, the state's arbitration rules will govern.

ADMINISTRATOR WILL INVESTIGATE AND PROSECUTE ANY SUSPECTED FRAUDULENT CLAIMS TO THE FULLEST EXTENT OF THE LAW. ADMINISTRATOR WILL CANCEL ANY ADDENDUM THAT WAS SECURED BY CUSTOMER VIA FRAUDULENT OR MISREPRESENTATIVE STATEMENTS OR ACTIONS.