



Dealer Agreement Checklist
INDEPENDENT DEALER

- 1. Dealer Agreement
- 2. Dealer Application
- 3. Personal Guaranty
- 4. EFT (ACH) form with a voided check ONLY
- 5. Copy of DMV license (No temporary)
- 6. Copy of Banking and Finance License or Business License
- 7. Copy of Sales Tax License or Sellers Permit
- 8. Copy of Surety Bond (Insurance)
- 9. Three (3) months of most recent dealership's bank statements
- 10. Copy of Retail Installment Contracts (for review purposes only to avoid funding delays)

***** All Forms Must Be Signed by the Principal Owner*****

We look forward to having you as a Golf Acceptance partner. If you have any questions, please contact your Sales Representative.



Dealer Application

Franchise and Independent Dealers

Corporation Name/Legal Entity _____

DBA/Dealership Name _____

Mailing Address _____

Physical Address _____

Phone Number _____ FAX Number (for fax back approvals) _____

Principal Owner _____ General Manager _____

Business/Office Manager _____ Finance Manager/Director _____

Retail Units Sold (per month) New _____ Used _____

Current Lenders (top three) 1 _____ 2 _____ 3 _____

Flooring Company _____

Address _____

Phone Number _____ Contact _____

Primary Dealer Contact

Name _____ Email _____ Phone Number _____

Independent Dealers Only

Principal Owner's SSN _____ Home Phone Number _____

Home Address _____

Time in Business (current location) _____ Time in Business (prior location) _____

Website _____

Type of Dealership Location: Standard Lot _____ Warehouse _____

Other (explain) _____

You make the above representations, which are certified correct, and authorize us and affiliated entities, to obtain your consumer credit reports and verify flooring information as necessary and appropriate. You agree that any assignee and we may monitor and record telephone calls to assure the quality of our service or for other reasons. You agree that our assignees and we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we and our assignees may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

Authorization/Signature of Principal Owner _____

Name and Title (print) _____



Dealer Agreement (Independent Dealer)

This Dealer Agreement, dated as of the date set forth on the signature page, hereof, is entered into by and between Golf Acceptance, partners, or assignees (hereinafter "Golf Acceptance") and the undersigned automobile dealer ("Dealer"). Golf Acceptance may act as a fulfillment provider in certain cases for its partners. The Dealer proposes to submit to Golf Acceptance for purchase, contracts and/or security agreements evidencing installment sales of goods and/or services to Buyers, including their successors in interest, in connection with the retail credit sales of motor vehicles (together with all related accessories and equipment, the "Vehicle"), and security interests in the goods and services thereof (hereinafter collectively the "Contracts"). The terms, conditions, representations and warranties (collectively, the "Provisions") in this Dealer Agreement, in any separate contract assignment form and in any other related written agreement (e.g. rate sheets, etc.) between Dealer and Golf Acceptance (collectively, the "Agreement") apply to all Contracts submitted to Golf Acceptance. For the purpose of the Agreement, the term "Buyer" refers to any person or other legal entity that purchased a motor vehicle from Dealer, and any co-buyer, co-signer, or guarantor, the singular includes the plural.

1. Sale and Purchase of Contracts

- a. Golf Acceptance or its assignees may from time-to-time purchase Contracts from Dealer written or completed on forms, including electronic forms, satisfactory to Golf Acceptance and otherwise acceptable to Golf Acceptance. All Contracts will be purchased at purchase prices determined in accordance with Golf Acceptance's practices and this Agreement. Any amounts owed by Golf Acceptance may be applied at Golf Acceptance's discretion to any indebtedness of Dealer to Golf Acceptance arising under this Agreement or otherwise and shall secure the performance of Dealer's obligations to Golf Acceptance arising under this Agreement or otherwise.
- b. To the extent permitted by applicable law, Dealer shall communicate to Golf Acceptance or its assignees all such credit information concerning a Buyer (and any other person named as an obligor in the credit application) as Dealer may have available. Golf Acceptance will make a decision as to whether Golf Acceptance would purchase each Contract offered to it by Dealer if the documentation received (including credit information) is satisfactory to Golf Acceptance. If Golf Acceptance decides that it will purchase a Contract after receipt of such documentation, Dealer shall (i) execute an assignment of the Contract to Golf Acceptance; (ii) deliver the original executed Contract (as well as any supporting documentation as Golf Acceptance may require) to Golf Acceptance; (iii) file and record within thirty (30) days of the date of the sale of the motor vehicle all such documents and take all such action as may be necessary under the Uniform Commercial Code and other applicable law to convey the Contract to Golf Acceptance (and to record such conveyance of), to



perfect a valid and enforceable first priority security interest in favor of Golf Acceptance on the Vehicle, and to comply with all related provisions of applicable motor vehicle laws; and (iv) if required by applicable law, send to the Buyer a notice that Dealer has assigned the Contract to Golf Acceptance.

- c. Golf Acceptance may purchase Contracts, if acceptable, at the purchase price. The purchase price of each Contract purchased by Golf Acceptance shall be determined by Golf Acceptance in accordance with its practices and this Agreement. Such price will be paid to the Dealer upon Golf Acceptance's receipt of satisfactory documentation. Payment of the purchase price by Golf Acceptance, as described herein, shall be conclusive proof that the Dealer employee executing the assignment section of the Contract or separate assignment agreement on behalf of Dealer was authorized to do so.

2. Dealer Compensation

- a. Pursuant to the Participation Plan agreed to by the Dealer and defined below, Golf Acceptance will credit the Dealer with the agreed upon dealer finance income participation ("Dealer Participation"), as set out in each Contract approval notification sent from Golf Acceptance to Dealer, for each Contract it purchases from Dealer. All amounts credited will be paid by Golf Acceptance concurrently with the purchase of each Contract, less charge-back, if any, in accordance with the Participation Plan.

Participation Plan

50% / 50% Split. Under the Participation Plan, as to each Contract purchased by Golf Acceptance, Dealer receives 50% of the agreed upon participation amount and is forgiven from any obligation to reimburse such participation amount upon payoff or termination (including repossession) of the Contract occurring more than 120 days after the date of the Contract. Dealer shall reimburse Golf Acceptance for any unearned portion of the paid Dealer Participation should pay off or termination (including repossession) of a Contract occur prior to expiration of such 120-day period.

For certain Contracts sold to Golf Acceptance, Dealer may be paid a flat fee amount, as determined between the parties and set out in the relevant Contract approval notification sent from Golf Acceptance to Dealer, rather than Dealer Participation. Flat fee amount will be paid by Golf Acceptance concurrently with the purchase of each Contract. With respect to any Contract for which a flat fee equal to or greater than \$500 is paid to Dealer, if payoff or termination (including repossession) of such Contract occurs during the first 120 days following the date of the Contract, Dealer shall reimburse Golf Acceptance for any unearned portion of the paid flat fee amount.

- b. Dealer will also be responsible for Dealer's proportionate share of any insurance premiums, and on a pro-rata basis charges for GAP insurance or debt cancellation extended warranty, mechanical breakdown of comparable programs



whether or not the Agreement has been terminated upon payoff of termination (including repossession) of a Contract prior to its original scheduled termination date.

- c. If at any time the Dealer has not in a timely manner paid its share of the items listed and described in Paragraphs a. or b. of Section 2 above, Golf Acceptance may, without prior notice of demand, reduce any payment to Dealer required up to an amount equal to such deficiency, or further collect the amounts due by any means, or allowed by this Agreement. Dealer agrees to pay Golf Acceptance on demand for any such deficiency.

3. Payment from Buyer

After purchase of a Contract, Dealer will forward to Golf Acceptance any payments on a Contract received from the Buyer. In the event such payment is made by check or other instrument payable to Dealer, Dealer will endorse such check or other instrument to Golf Acceptance. Dealer will not make any payment due on a Contract on behalf of a Buyer, unless authorized and approved in writing by Golf Acceptance.

4. Insurance

Dealer warrants and represents that as of the date a Contract is funded by Golf Acceptance or its assignees, the vehicle sold under the Contract is covered by fire, theft, and collision insurance in such amounts as required by Golf Acceptance and consistent with applicable law. Dealer shall confirm coverage is appropriate and sufficient at the time of Contract submission to Golf Acceptance. Dealer shall further submit with each Contract written evidence of acceptable insurance (with respect to coverage and insurer) covering each Vehicle sold under Contract to Golf Acceptance, or its agents. If such procedure is not followed or coverage cannot be confirmed, Dealer will be responsible for any loss suffered by Golf Acceptance that would have been covered by the required insurance. If such procedure is followed, and written evidence of insurance is provided to Golf Acceptance or its assignees, Golf Acceptance will assume responsibility for Buyer's compliance with all property insurance requirements after the relevant Contract is funded.

5. Covenants, Representations, and Warranties

Contract covenants, representations, and warranties

As to each Contract sold by Dealer to Golf Acceptance and related application, Dealer represents, warrants, and covenants that, as of the time of such sale and as of the date the Contract is purchased by Golf Acceptance:

- a. Dealer has fully complied with the requirements of all applicable federal, state, and local laws, rules, and regulations governing consumer or installment credit transactions, such as those covering fair and responsible lending, fair credit reporting, fair trade, unfair, deceptive, and abusive acts and practices, servicemembers' relief, privacy and data security, and the sale of insurance, including but not limited to the Federal Truth in Lending Act/Regulations A, the Federal Equal Credit Opportunity Act/Regulation B, N.Y. Exec. Law § 296-a, the



- Federal Fair Credit Reporting Act/Regulation V, Section 5 of the Federal Trade Commission Act, Americans with Disabilities Act and the Gramm-Leach-Bliley Act;
- b. The Vehicles sold under the Contract and all other property, goods, and services sold to the Buyer are fully and correctly described in the Contract and any Vehicle sold has no damage or impairment other than those specifically identified in the Contract;
 - c. The Vehicle sold under the Contract and all other property, goods, and services described in the Contract and related documents were actually delivered to and accepted by the Buyer and Buyer is in possession thereof;
 - d. Dealer is the sole owner of the Contract and has the power and authority to assign the Contract to Golf Acceptance;
 - e. Dealer or its authorized representative has executed the Contract, assignment, and all related documentation and each such document contained no forged or unauthorized signatures;
 - f. Dealer has received the down payment from the Buyer specified in the Contract and has not made a loan or cash rebate to the Buyer, or assisted the Buyer in obtaining a loan from any third party, to be used as a part or all of such down payment or any other payment on the Contract, except as may be specifically indicated on the face of the Contract;
 - g. Dealer shall disclose all agreed upon payments, including any form of deferred down payment on the Contract and collect any such agreed upon form of deferred payment;
 - h. Dealer has good and marketable title to the Vehicle free from all claims, liens, and encumbrances except for those in favor of Golf Acceptance;
 - i. All registered owners of the Vehicle have signed the Contract either as Buyers or as parties agreeing to the security interest in favor of Dealer or its assignees;
 - j. Dealer does not know of any fact or circumstance which indicates the uncollectability of this Contract;
 - k. Dealer has confirmed (1) the identity of the Buyer(s) as being the person(s) named in the Contract, (2) that all information provided in the application of the Buyer(s) is accurate; (3) the Buyer(s) has/have been issued a valid and unexpired driver's license by the appropriate United States state agency of the residence of the Buyer(s), unless otherwise agreed in writing by Golf Acceptance; and (4) the Buyer(s) was/were of legal age and competent to execute the Contract on the date of execution;
 - l. The Contract arose from a bona fide sale in the ordinary course of business to the Buyer(s) on the terms set forth in the Contract of Vehicle and other property, goods and services described in the Contract and related documents;
 - m. Dealer has provided to the Buyer(s) a legible, completely filled in copy of the Contract and any purchase order, customer credit statement or other document which Buyer(s) was/were asked to sign in connection with the Contract or any notice or other documents which are required to be provided to Buyer(s) by applicable law or regulation;
 - n. Dealer holds all approvals, consents, registrations, and licenses required in connection with the origination of Contracts and in the offering, procuring, or furnishing of any insurance, GAP, warranties, or other products related to the

Contract;

- o. Dealer has complied with all applicable federal and state statutes, rules, and regulations regarding the sale, offering, procuring, or furnishing of any ancillary products including, but not limited to credit, life, accident, or health insurance, GAP insurance, warranties, or debt cancellation products, and will ensure that the price of such products (1) will be the fair market retail value of such goods and services, (2) will not be overstated or inflated in any way, and (3) (except for GAP insurance or credit insurance) represents the price for such goods and services by Dealer in cash sales of such goods and services;
- p. All documentation covering other agreements related to the Contract including, but not limited to credit, life, accident or health, GAP insurance, warranties, or debt cancellation documentation has been disclosed and delivered to the borrower consistent with applicable law.
- q. Dealer has taken all action necessary to effectuate transactions related to and contemplated by the Contract, including, but not limited to, submission of documentation and payments to any third-party service provider necessary to effectuate credit, life, accident or health insurance, GAP insurance, warranties, debt cancellation products and other coverage included in the Contract;
- r. Dealer shall advertise products and services, without regard to race, ethnicity, color, marital status, national origin, religion, sex, age (other than confirming that the applicant is of legal age to have capacity to contract), family status, disability, sexual orientation, gender identification, military or veteran status, the applicant's receipt of income derived from any public assistance program, or the applicant's exercise in good faith of any right under the consumer protection laws (each of "prohibited basis") in a manner that promotes the availability of credit to all customers;
- s. Dealer shall (1) make products available to qualified applicant, (2) offer consistent and fair quality of assistance in the sales and application process, (3) accept, process, and evaluate application with regard to any prohibited basis, and (4) shall not discourage consumers or potential applicant from applying for vehicle financing;
- t. The Contract and any guaranty thereof are genuine, legally valid and enforceable and all terms were (1) reached without regard to any prohibited basis, and (2) documented in a manner and form acceptable to Golf Acceptance;
- u. None of the Vehicles described in the Contract (1) will be subject to a certificate of title reflecting a status of salvage, reconditioned, prior rental or fleet, lemon-law buyback, manufacturer's buyback, warning-not actual mileage, flood damage, not manufactured for origination distribution in the United states, or similar condition noted on the certificate of title, or (2) will have sustained significant damage which materially impairs the value of such Vehicle unless such damage has been disclosed to Golf Acceptance at time of submission of the application and acknowledged by the Buyer(s) in writing with a copy of such noticed to be provided to Golf Acceptance;
- v. The transaction evidenced by the Contract is not a "straw purchase", i.e. the Vehicle is being purchased for the use and benefit of the Buyer(s) identified on the applicable Contract, and payment will be remitted primarily by the Buyer(s)



- for the benefit of the Buyer(s);
- w. Dealer shall be liable for any First Payment Default. "First Payment Default" means a Buyer's or Buyers' failure to pay to Golf Acceptance the first payment due, pursuant to the Contract after its purchase by Golf Acceptance, within forty-five (45) days of its due date. Dealer shall not remit any payment on behalf of the Buyer(s) to cure a First Payment Default unless approved in writing by Golf Acceptance. In case of a First Payment Default, Dealer shall be required to repurchase such Contract from Golf Acceptance. The repurchase price shall be the amount Golf Acceptance originally paid to purchase such contract plus any actual costs incurred by Golf Acceptance. If Dealer fails to pay such amount within ten (10) days of demand by Golf Acceptance, then in addition to all other remedies available to Golf Acceptance, such repurchase price shall accrue interest at the applicable Contract rate from the date of the Contract, and Golf Acceptance shall have the right, without having thus elected its remedy, to set off against other amount(s) then or later due to Dealer such repurchase price and accrued interest;
 - x. Dealer shall secure a perfected first priority lien interest and title on the Vehicle in favor of Golf Acceptance within one hundred twenty (120) days of the date of the sale of the Vehicle to Buyer; and

Dealer's general covenants, representations, and warranties

Dealer represents, warrants, and covenants, as applicable, that:

- y. Dealer is in good standing in its state of incorporation or formation, is appropriately licensed and franchised as required by applicable law and, if it uses an alternate business name, is in compliance with all applicable laws pertaining to such use;
- z. Dealer represents and warrants that this Agreement constitutes its legal, valid, and binding obligation enforceable against it in accordance with its terms;
- aa. (1) Dealer's entry into the Agreement, delivery of the Agreement, and performance under the Agreement, do not violate any provisions of Dealer's organizational documents or other agreements or legal requirements by which Dealer is bound; (2) Dealer has taken all necessary legal, corporate, or other action to authorize the execution, delivery, and performance of the Agreement; (3) the individual executing the Agreement on behalf of the Dealer has legal power, right, and authority to bind the Dealer to the terms of the Agreement; and (4) Dealer is not in violation of any statute, ordinance, law, rule, or regulation of any federal, state, county, or municipality applicable to it or the organization of this business;
- bb. Golf Acceptance is committed to fair, non-predatory, and non-discriminatory lending, and to compliance with all applicable federal, state, and local laws prohibiting discriminatory, unfair, deceptive, and abusive lending practices. Dealer agrees to comply with such lending practices during the term of this Agreement, and to procure the compliance of its employees and agents. Dealer agrees and understands that while Golf Acceptance or any of its parent, subsidiary, or affiliate entities have the right to monitor and verify Dealer's compliance with applicable fair lending laws and regulations, Dealer shall be held responsible for Dealer's compliance. If Golf Acceptance identifies any significant



fair lending concerns associated with Dealer, including those arising from any Contract or related application, Golf Acceptance may take any actions it deems appropriate to address such concerns, including, without limitation, any action permitted under this Agreement.

- cc. Dealer will (i) forward to Golf Acceptance any complaint it receives from a Golf Acceptance customer concerning or alleging discrimination or unfair, deceptive or abusive acts or practices within twenty (20) calendar days of receipt; and (ii) notify Golf Acceptance of the existence of any regulatory agency action, litigation, or material complaint concerning or alleging discrimination or unfair, deceptive, or abusive acts or practices by Dealer;
- dd. Dealer and Golf Acceptance agree that, to the extent permitted by applicable law, all of the rights and interest of Dealer in any and all Accounts, including the right to claim sales tax refunds, reductions or credits are irrevocably assigned, transferred and relinquished to Golf Acceptance. Dealer and Golf Acceptance agree that, to the extent permitted by applicable law, Golf Acceptance is the party entitled to claim any potential sales tax refunds or deductions as a result of bad debt losses charged off by Golf Acceptance on any and all Accounts which have been assigned from Dealer to Golf Acceptance. Dealer represents, warrants, and agrees that it has not and will not claim a deduction or refund with respect to any Accounts and, to the extent permitted by applicable law, hereby relinquishes to Golf Acceptance all rights to the Accounts and all rights to claim such deduction or refunds. Dealer and Golf Acceptance hereby make an irrevocable election pursuant to the applicable state tax code that designates and entitles Golf Acceptance (not Dealer) to claim the deduction or refund provided under such code with respect to any Accounts found worthless and charged off for income tax purposes. Dealer and Golf Acceptance agree to furnish any and all documentation required by the applicable state, necessary to support the claim for refund filed by Golf Acceptance, if any. For purposes of this subsection, "Accounts" means any and all accounts and contracts, whether currently existing or created in the future, created between Dealer and its retail customer with respect to the purchase of tangible personal property, which is subject to state sales tax, which accounts are, have been, or will be assigned directly from Dealer to Golf Acceptance.

6. Dealer Liability

- a. If any Dealer representation, covenant, or warranty made in the Agreement or in connection with a Contract is breached, misleading, incomplete, or untrue, if Dealer has failed to perform any obligation it has under the Agreement or the Contract, or if Dealer breaches any provision of the Agreement, or if the Buyer(s) asserts a claim for rescission with respect to a Contract, Dealer will promptly pay Golf Acceptance any or all of the following amounts at the election of Golf Acceptance:
 - i. (i) The unpaid balance, including earned and unpaid finance charges, as determined by Golf Acceptance, of the Contract affected by such a breach, misrepresentation, failure to perform or claim for rescission;



- ii. (ii) Dealer's portion of any finance charges previously paid to Dealer as finance income participation, flat fees, insurance premiums, and/or charges for extended warranty, mechanical breakdown or comparable programs;
- iii. (iii) All damages, losses, and expenses incurred by Golf Acceptance as a result of such breach, misrepresentation, failure to perform or claim for rescission; and
- iv. (iv) All out of pocket expenses paid or incurred by Golf Acceptance in connection with the collection of any amount due under the Contract, including reasonable attorney's fees and court costs incurred.

Golf Acceptance has no duty or obligation to repossess, recover, or otherwise secure the Vehicle and return to Dealer as a condition for Dealer to repurchase any Contract due to a breach of this Agreement or any other agreement by Dealer.

- b. Dealer shall indemnify, defend, and hold Golf Acceptance, its parent, affiliates, and subsidiaries, and their respective officers, directors, members, agents, attorneys, and employees, harmless from any complaint, claim, defense to payment, suit, loss, damage, liability or expense, including without limitation, court costs, and reasonable attorney's fees, directly or indirectly incurred by Golf Acceptance, arising out of or in connection with Dealer's failure to perform or observe any covenants, representations, warranties, or other provisions contained in this Agreement. Dealer agrees that Golf Acceptance may proceed against Dealer for any and all amounts due to Golf Acceptance from Dealer under the Agreement, or any Contract or otherwise without taking any action whatsoever against Buyer(s) or any other party and without proceeding against or applying any security which Golf Acceptance may have or hold.

7. Exercise of Remedies

The exercise of any right or remedy available to Golf Acceptance under this Agreement and/or any Contract shall not operate as a waiver of any other right or remedy. The failure of Golf Acceptance to exercise any right or remedy or a delay by Golf Acceptance in exercising any right or remedy shall not operate as a waiver of such right or remedy or any other right or remedy. All of Golf Acceptance's rights and remedies shall be cumulative and may be exercised singularly or concurrently.

8. Successors and Assigns

This Agreement shall be binding upon and will inure to the benefit of the parties to this Agreement and their respective successors and assignees provided, however that this Agreement and all rights and obligations under this Agreement may not be assigned or transferred by the Dealer without Golf Acceptance's prior written consent, and any purported assignment without such consent will be void and without effect. Any obligation of Golf Acceptance or any obligation to be performed by Golf Acceptance under this Agreement may, at the sole option of Golf Acceptance, be delegated to and performed by an agent of Golf Acceptance, which agent will have such power and authority as Golf Acceptance delegates to it.

9. Agency

Neither this Agreement nor any action pursuant hereto shall make the Dealer the agent,



representative, or employee of Golf Acceptance for any purpose. Dealer is not granted any express or implied right to bind Golf Acceptance in any manner whatsoever. Wherever in this Agreement reference is made to an agent of Golf Acceptance, such reference is intended to mean any third party that Golf Acceptance may from time to time appoint to fulfill any of its obligations under this Agreement.

10. Waivers

Dealer waives all demands and notices of default, non-payment, or non-performance, and any release or impairment of collateral securing the obligations of the Buyer(s) under any Contract assigned hereunder. Golf Acceptance may, without notice to Dealer, discharge, release, extend, vary, modify, by operation of law or otherwise, any obligation of the Buyer(s) or any other obligor or any rights against the Buyer(s) or any other obligor without affecting or altering the obligations or duties of Dealer under this Agreement. No waiver by Golf Acceptance of any default, breach, or misrepresentation under this Agreement shall be effective unless in writing nor shall it operate as a waiver of any other different or subsequent default, breach, or misrepresentation.

11. Cooperation

Dealer will cooperate and assist Golf Acceptance in enforcing its rights in, to, and under the terms of this Agreement and the Contracts assigned hereunder.

12. Severability

Any portion or provision of this Agreement, which is deemed invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability without affecting in any way the remaining portions or provisions hereof in such jurisdiction, or, to the extent permitted by law, rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

13. Attorney's Fees and Costs

In any litigation or other proceeding related to or arising from the Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs incurred.

14. Notice

Except as otherwise provided in the Agreement, all notices and other communications hereunder will be in writing and will be deemed duly given if and when personally delivered or, in any event, forty-eight (48) hours after mailing by registered or certified mail, return receipt requested, postage prepaid, to the address shown below. Either party may change the address to which such notices communications will be sent by giving written notice of such new address to the other party in the manner provided in this paragraph. If either party provides its fax number or email address, it consents to receiving notices and other communications via such manner.

15. Inspection of Books and Records

Dealer shall maintain complete and accurate records concerning the following:

- a. Credit applications forwarded to Golf Acceptance for consideration;
- b. Any Contract sold to Golf Acceptance, as well as the interest in the Vehicles sold thereby; and



c. All other transactions affecting the sale and finance of the Vehicle.

Golf Acceptance shall have the right to review and inspect Dealer's records relating to the credit applications, Contracts, associated Vehicles, and all matters and transactions relating to the sale and finance of the associated Vehicles, upon reasonable notice to Dealer during normal business hours. Upon request by Golf Acceptance, Dealer shall promptly furnish to Golf Acceptance, copies or extracts of any of Dealer's books, records, or accounts concerning such credit applications, Contracts, related documents, and Vehicles sold thereby at Dealer's expense.

16. Fair Credit Reporting Act

Dealer shall inform each applicant that his/her credit application will be sent to Golf Acceptance for review and will make Golf Acceptance's information available upon request. Dealer shall also advise each applicant whose credit application is to be sent to Golf Acceptance that the applicant may be considered withdrawn if the applicant does not inquire with Golf Acceptance about its status within thirty (30) days of the date of the application.

17. Safeguarding Rule

Golf Acceptance may from time to time provide Dealer with Non-public Personal Information ("NPI") about Consumers and Customers, as those terms are defined in the Federal Trade Commission Rule governing Privacy of Consumer Financial Information (16 C.F.R. Section 313.3, which is incorporated herein by reference) related to performing services or function in connection with this Agreement.

Dealer shall regard and preserve as confidential all NPI belonging to Golf Acceptance and pertaining to Golf Acceptance Consumers and/or Customers, which Dealer obtains access to in the course of performing under this Agreement. Dealer further agrees that it will not use such information for its own benefit or purpose, nor disclose such information to third parties, without the prior written consent of Golf Acceptance.

Dealer's violation of this section will be considered a material breach of this Agreement and entitles Golf Acceptance to terminate this Agreement without penalty. Upon termination of this Agreement, Dealer shall immediately deliver possession of all such NPI and all copies thereof to Golf Acceptance. Dealer's obligation under this section shall survive termination of this Agreement.

Dealer agrees to maintain a commercially acceptable written information security plan to protect NPI about Consumers and/or Customers in compliance with the Standard for Safeguarding Customer Information issued pursuant to Section 501(b) of the Gramm-Leach-Bliley Act (the "Safeguarding Rule"). Dealer will protect NPI from Golf Acceptance no less rigorously than it protects its own NPI.

The objectives of the standards are to (i) ensure the security and confidentiality of customer information; (ii) protect against any anticipated threats or hazards to the security or integrity of such information; and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any Consumer and or Customer.

Dealer must comply with the Safeguarding Rule by maintaining appropriate information security safeguards for consumer information. By submitting credit applications to Golf Acceptance,



Dealer represents that Dealer presently maintains and will continue to maintain and periodically test the efficacy of appropriate administrative, technical, and physical information security safeguards for customer information.

18. Governing Law and Venue

This Agreement shall be governed and enforced in accordance with the laws of the state of California without regard to any otherwise applicable conflict of laws and principles thereof. Any action relating to this Agreement, or arising out of this Agreement, shall be initiated in the state of federal courts in Orange County, California. Dealer agrees to submit to the exclusive jurisdiction of the Superior Courts in Orange County, California or in the United States District Court of the Central District of California Southern Division in Orange County, California in connection with any such action and the parties hereto agree venue will be proper in such courts. The parties hereto agree not to assert the doctrine of *forum non conveniens* in any action in such state or federal court.

19. Amendment

This Agreement constitutes the complete understanding between the parties hereto with respect to the subject matters of this Agreement and no alteration, amendment, or modification of any of the terms and provisions hereof will be valid unless made in writing signed by all parties hereto.

20. Construction

Dealer and Golf Acceptance acknowledge and agree that no rule of construction to the effect that any ambiguities are to be resolved against the drawing party shall be employed in the interpretation of this Agreement, including any Exhibits, Addenda, or Schedules attached hereto. Whenever required by the context of the Agreement, the singular shall include the plural, the masculine shall include the feminine, and vice versa.

21. Termination

Golf Acceptance or Dealer may terminate this Agreement upon written notice to the other party, such termination to be effective on the date set out in such notice. The termination of this Agreement shall not release Golf Acceptance or Dealer from any obligations incurred with regard to any Contracts purchased prior to the effective date of such notice, and all such obligations will remain in full force and effect until satisfied in accordance with the terms and conditions of this Agreement.

22. Counterparts

For the convenience of Dealer and Golf Acceptance, copies of this Agreement may be executed in counterparts and may be exchanged by facsimile or electronic mail. Dealer and Golf Acceptance intend that counterpart copies signed and exchanged as provided in the preceding sentence shall be fully binding as an original handwritten executed copy hereof and all of such copies together shall constitute one instrument.

23. Paragraph Headings

The paragraph headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement.



24. Supersede

This Agreement shall supersede all prior oral or written agreements between Dealer and Golf Acceptance related to the subject matter of this Agreement.

Dealer: _____

Golf Acceptance

dba: _____

By: _____
Signature

By: _____
Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

Telephone Number: _____

Telephone Number: _____

Facsimile Number: _____

Facsimile Number: _____

Dealership's State Seller's Permit Number (if applicable): _____

Date: _____



PERSONAL GUARANTY

This Guaranty, dated _____, 20__ is made by _____ (hereinafter, referred to as “Dealer Principal” or “Guarantor”), whose address is _____ (“Guarantor’s Address”), for the benefit of Golf Acceptance.

WHEREAS, _____ (“Dealer”) concurrently herewith is entering into a Dealer Agreement (or has previously entered into a Dealer Agreement dated as of _____) (the “Dealer Agreement”), pursuant to which Dealer has and/or will offer to sell retail installment sale contracts for the purchase of motor vehicles (“RISCs”), and Golf Acceptance may purchase RISCs at its sole discretion pursuant to the terms of the Dealer Agreement.

WHEREAS, Golf Acceptance’s willingness to purchase RISCs under the Dealer Agreement is dependent upon Guarantor’s guaranty of payment of all sums owing to Golf Acceptance thereunder and performance of all terms thereof by Dealer, and Dealer has requested Guarantor to execute this Guaranty.

NOW, THEREFORE, in consideration of the promises and other valuable consideration, receipt of which is hereby acknowledged, and to induce Golf Acceptance to enter into the Dealer Agreement and/or to purchase RISCs from Dealer, Guarantor hereby covenants and agrees with Golf Acceptance as follows:

1. **Definitions.** All capitalized terms used herein shall have the meaning defined in the Dealer Agreement.

2. **Guaranty.** Guarantor absolutely, irrevocably and unconditionally guarantees to Golf Acceptance (a) the due and punctual payment of all sums becoming due and payable to Golf Acceptance under the Dealer Agreement as and when they shall become due and payable whether by lapse of time, by acceleration of maturity or otherwise, and (b) the performance of any and all of the obligations of Dealer there under (collectively, the “Obligations”). This is a guaranty of performance and payment, and not of collection.

3. **Representations and Warranties.** Guarantor represents and warrants to Golf Acceptance that (a) Guarantor has received copies of the Dealer Agreement and is familiar with and fully understands all of its terms and conditions; (b) Golf Acceptance has not made any representations or warranties to Guarantor regarding the creditworthiness of Dealer or the prospects of repayment from sources other than Dealer; (c) this Guaranty is executed at the request of Dealer; and (d) Guarantor has established adequate means of obtaining from Dealer on a continuing basis any information concerning Dealer’s financial condition, business operations, assets and other matters bearing on the risk of non-payment or non-performance.

4. **Continuation of Liability.** The obligations and liability of the Guarantor shall in no way be



affected or impaired by (a) any amendment, alteration, extension, renewal, waiver, indulgence or other modification of the Dealer Agreement; (b) any settlement or compromise in connection with the sums by Dealer to Golf Acceptance or any of the Obligations; (c) any subordination of payments under the Dealer Agreement to any other debt or claim; (d) any substitution, exchange, release or other disposition of all or any part of the sums owed by Dealer to Golf Acceptance or any of the Obligations; (e) any failure, delay, neglect, act or omission by Golf Acceptance in connection with sums owed by Dealer to Golf Acceptance or the Obligations; (f) any advances for the purpose of performing any Obligation, or curing any breach of the Dealer Agreement by the Dealer (each, an "Event of Default"); (g) the filing by or against Dealer of bankruptcy, insolvency, reorganization or other debtor's relief afforded Dealer pursuant to the present or future provisions of the Bankruptcy Code or any other state or federal statute or by the decision of any court; or (h) any other matter whether similar or dissimilar to the foregoing. The obligations and liability of Guarantor hereunder shall in no way be affected or impaired by any defect in the genuineness, validity, regularity or enforceability of RISCs sold to Golf Acceptance by Dealer, or any other circumstances whether or not referred to herein, which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor. Guarantor and Golf Acceptance (by its acceptance of this Guaranty, and Golf Acceptance's execution of the Dealer Agreement shall for the avoidance of doubt be conclusive evidence of Golf Acceptance's acceptance of this Guaranty) confirm that the parties intend that this Guaranty and the obligations of Guarantor hereunder not be a fraudulent transfer or conveyance for purposes of the federal bankruptcy law, any state insolvency, receivership, fraudulent conveyance or transfer law, or any other applicable federal or state law, and therefore, the obligations of Guarantor under this Guaranty at any time shall be limited to the maximum amount as will result in the obligations of such Guarantor not constituting a fraudulent conveyance or transfer.

5. Waivers.

(a) Guarantor hereby waives, to the fullest extent allowed by law: (1) notice of acceptance of this Guaranty and of creations of any and all indebtedness by Dealer to Golf Acceptance pursuant to or in connection with the Dealer Agreement or otherwise (collectively, "Indebtedness"); (2) any demand for payment under this Guaranty; (3) any defense arising by reason of any disability or other defense of Dealer by reason of the cessation of the liability of Dealer as a result of any cause whatsoever, whether consensual or arising by operation of law or any bankruptcy, insolvency or debtor relief proceeding, or from any other cause; (4) any rights to extension, composition or otherwise under the Bankruptcy Code, or under any state or other federal statute; (5) any right or claim or claim of right to cause a marshalling of Dealer's assets; (6) any defense based upon (A) the unenforceability or invalidity of all or any part of the Indebtedness or any security or other guaranty for the Indebtedness or the lack of perfection or failure of priority of any security for the Indebtedness, or (B) any act or omission of Golf Acceptance or any other person that directly or indirectly results in the discharge or release of Dealer or any other person for any of the Indebtedness or any security therefore; (7) all other rights and defenses, the assertion or exercise of which would in any way diminish the liability of Guarantor hereunder; (8) all statutes of limitations as a defense to any action brought by Golf Acceptance against Guarantor; (9) any right (whether now or hereafter existing) to require Golf Acceptance, as a condition to the enforcement of this Guaranty, to (A)



accelerate the Indebtedness, (B) give notice to Guarantor of the terms, time and place of any public or private sale of any security for the Indebtedness, or (C) institute any proceeding in law or equity against Dealer, any other guarantor or any other person, or proceed against or exhaust any security for the Indebtedness; (I0) presentment, demand, protest and notice of any kind, including without limitation notices of default or dishonor and notice of acceptance of this Guaranty; and (II) all suretyship defenses of every nature otherwise available under applicable law. (b) Guarantor hereby waives any duty on the part of Golf Acceptance to disclose or report to Guarantor any information now or hereafter known to Golf Acceptance relating to the business, operation, condition or assets of Dealer, regardless of whether Golf Acceptance has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor. Golf Acceptance shall have no duty to inquire into the authority or powers of Dealer or any officer, employee or agent of Dealer with regard to any Indebtedness, and all Indebtedness made or created in good faith reliance upon the professed exercise of any such authority or powers shall be guaranteed hereunder. (c) AS SPECIFIC INDUCEMENT FOR GOLF ACCEPTANCE TO ENTER INTO THE DEALER AGREEMENT WITH AND PURCHASE CONTRACTS FROM THE DEALER, AND AFTER HAVING THE OPPORTUNITY TO CONSULT COUNSEL, GUARANTOR EXPRESSLY WAIVES ANY RIGHT GUARANTOR MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS GUARANTY.

6. No Reliance by Guarantor. Guarantor is fully aware of the financial condition of Dealer, and delivers this Guaranty based solely on its own independent investigation and does not rely in any way on any representation or statement of Golf Acceptance with respect to Dealer's financial condition. Guarantor is in a position to and assumes full responsibility for obtaining any information concerning Dealer's financial condition, business operations, assets and other matters bearing on the risk of non-payment of the Indebtedness or non-performance of the Obligations, as Guarantor may deem material to its obligations hereunder.

7. Subordination. In the event that for any reason whatsoever Dealer is now or hereafter becomes indebted to Guarantor, Guarantor agrees that the amount of such indebtedness and all interest thereon and any security interests related thereto shall at all times be subordinate as to lien, time and priority of payment and in all other respects to all sums owed to Golf Acceptance under the Dealer Agreement, and that Guarantor shall not be entitled to enforce or receive payment thereof until all sums then due and owing to Golf Acceptance shall have been paid in full. Nothing herein contained is intended or shall be construed to give to Guarantor any right of subrogation in or under the Dealer Agreement, or any right to participate in any way therein, or in the right, title and interest of Golf Acceptance in and to the collateral covered by the Dealer Agreement, notwithstanding any payments made by Guarantor under this Guaranty, all rights of subrogation, reimbursement, contribution and participation being hereby expressly waived and released.

8. Exercise of Rights by Golf Acceptance.

(a) Immediately upon the occurrence of an Event of Default and written demand by Golf



Acceptance, Guarantor shall pay to Golf Acceptance the full amount of all sums owed by Dealer to Golf Acceptance and shall do and perform each and every one of the Obligations, as if such sums and Obligations constituted the direct and primary obligations of Guarantor. Golf Acceptance shall be entitled to proceed directly against Guarantor for payment of all such sums or performance of the Obligations, without first pursuing or exhausting any remedy that Golf Acceptance then may have against Dealer, any other guarantor or third party, or any security or collateral for the sums owed and obligations to be performed. Guarantor agrees that any failure of Golf Acceptance to exercise its right to proceed directly against Guarantor, or any delay in the exercise thereof, shall not be construed as a waiver by Golf Acceptance with respect thereto, and that Golf Acceptance may proceed directly against Guarantor at any time after the occurrence of an Event of Default.

(b) All remedies afforded to Golf Acceptance by reason of this Guaranty are separate and cumulative remedies. No one of such remedies, whether exercised by Golf Acceptance or not, shall be deemed to be in exclusion of any of the other remedies available to Golf Acceptance, and shall in no way limit or prejudice any other legal or equitable remedy which Golf Acceptance may have in any security or collateral for the Indebtedness or the Obligations. Nothing in this Guaranty is intended or shall be construed to prevent Golf Acceptance, upon the occurrence of an Event of Default, in the exercise of its sole discretion, from exercising all rights under the Dealer Agreement and enforcing the provisions thereof.

(c) This Guaranty shall continue to be effective, or be reinstated, as the case may be, if at any time any whole or partial payment of the Indebtedness or performance of the Obligations is, or is sought to be, rescinded or must otherwise be restored or returned by Golf Acceptance upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Dealer, or upon or as a result of the appointment of a receiver, intervener or conservator or trustee or similar office for, Dealer or any substantial part of its property, or otherwise, all as though such payments and performance had not been made.

9. General.

(a) Any notice, demand or request by Golf Acceptance or Guarantor to the other shall be in writing, and shall be deemed to have been duly given or made if either delivered personally to the other party or mailed by certified mail or registered mail addressed to Guarantor at Guarantor's Address, or to Golf Acceptance at Golf Acceptance's Address, to the attention of Dealer Desk Department with a copy to Legal Department, as the case may be.

(b) Guarantor agrees that Golf Acceptance may (1) transfer or assign the Dealer Agreement, and (2) assign this Guaranty and all of its rights, interests and remedies hereunder, to any other person, firm, bank or corporation whatsoever, without notice to or consent by Guarantor. In no event shall Guarantor assign, transfer or delegate, as applicable, this Guaranty or its rights or obligations hereunder without the prior written consent of Golf Acceptance, which consent may be granted or withheld in Golf Acceptance's sole discretion. This Guaranty shall inure to the benefit of Golf Acceptance and Golf Acceptance's successors and assigns, and shall bind Guarantor, and



Guarantor's heirs, executors, administrators, legal representatives, successors and permitted assigns.

(c) In the event that more than one person guarantees performance of one or more of the Obligations, the covenants and agreements of Guarantor contained herein shall be the joint and several covenants and agreements of each such person including each Guarantor hereunder.

(d) This Guaranty shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to principles of conflict of laws, except as may be preempted by federal law.

(e) Guarantor authorizes Golf Acceptance to obtain consumer reports or other credit reports as it deems necessary for the origination, review, collection and enforcement of this Guaranty.

(f) Golf Acceptance and Guarantor intend this writing to be a final expression of the subject matter hereof and (without limiting the Indebtedness or Obligations under the Dealer Agreement, as amended) a complete and exclusive statement of the terms governing the subject matter hereof. No modification or waiver of the terms of this Guaranty shall be effective unless in writing. No course of prior dealings between the parties, no usage of the trade, and no parole or extrinsic evidence of any nature, shall be used or be relevant to supplement or explain or modify any term used in this agreement of guaranty. No notice to or demand on Guarantor shall be deemed to be a waiver of the obligation of Guarantor or the right of Golf Acceptance to take further action without notice or demand as provided herein nor shall any such waiver be applicable except in the specific instance for which given.

(g) Guarantor (1) submits to the personal jurisdiction in the State of California, the courts thereof and the United States District Courts sitting therein for the enforcement of this Guaranty, (2) waives any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue within the State of California for the purpose of litigation to enforce this Guaranty and the Dealer Agreement, and (3) agrees that service of process may be made upon Guarantor in any manner prescribed by applicable federal rules of civil procedure or by applicable local rules or laws of civil procedure for the giving of notice to Guarantor. Nothing contained here, however, shall prevent Golf Acceptance from bringing any action or exercising any rights against Guarantor personally, its assets and any security for the Guaranty within any other state or jurisdiction. Guarantor/Dealer Principal has executed this Guaranty as of the date first set forth above.

_____ Name (signed)

_____ Name and Date (please print legibly)



FUNDS TRANSFER AGREEMENT AND AUTHORIZATION

Name and Branch of Bank

Bank ABA Number

Bank Checking Account Number

Bank Branch Phone Number

Bank Address

1. Dealership agrees to indemnify and hold Golf Acceptance harmless from any loss, cost or expense (including reasonable attorney's fees) caused by Dealerships' mistakes, omissions, or failure to exercise reasonable care or to comply with this agreement.
2. Golf Acceptance shall use reasonable care to process entries according to this agreement. Golf Acceptance shall not be liable for loss or damage to Dealership arising out of acts or omissions of any third party, including without limitation, courier services, other financial institutions or any party involved with the processing or entries done pursuant to this agreement.
3. In the event that any entry or file of entries is delivered to Golf Acceptance by an agent of Dealership, Golf Acceptance may act without further inquiry and shall be fully protected in acting in reliance upon such entry or file of entries of Dealership as to whether the same is authorized.
4. This agreement may be modified only by an agreement in writing, signed by both the Dealership and Golf Acceptance. Either party, however, may terminate the agreement upon written notice to the other. Termination shall not, however, relieve either party of any obligations of liabilities incurred prior to the effective date of such termination.
5. Either party may change its information by providing 10 day written notice of such change to the other party hereto in the manner prescribed above. This document, and any notices, sent by facsimile or photocopy shall be as binding as the original for all purposes.
6. Dealership hereby grants to Golf Acceptance the authority to initiate credit and debit entries for retail installment contract proceeds, dealer participation payments and other agreed fees and proceeds to and from Dealership's Consumer Loan Account at its financial institution. The Dealership Bank and account information is provided above:

IN WITNESS HEREOF, each of the parties hereto has caused this agreement to be duly executed on its behalf as of the day and year written below.

DEALERSHIP: _____

Golf Acceptance

Authorization/Signature

Authorization/Signature

Name and Title (print)

Name and Title (print)

Facsimile Number

Date

Please attach a copy of a Voided Check ONLY for verification of banking information.



ELECTION FORM FOR ENTITLEMENT TO REFUND OR DEDUCTION UNDER SECTION 6055, CALIFORNIA REVENUE AND TAXATION CODE AND 18 CCR § 1642

1) Definitions. The following terms are defined as follows:

a) "Retailer" means _____ and all of its subsidiaries, affiliates and assignees
(insert Dealership's full legal name).

Retailer's California seller's permit number is _____.

Retailer's address is _____.
(insert Dealership's address)

b) "Lender" means Golf Acceptance, LLC and all of its subsidiaries, affiliates and assignees.
Lender's California Certificate of Registration - Lender account number is SL EA 102-038128. If Lender has not applied for a Certificate of Registration-Lender, Lender agrees to apply for a Certificate of Registration-- Lender no later than the date Lender first claims a deduction or refund for bad debts charged off on the Accounts (see definition below).

c) "Accounts" means any and all accounts and contracts created between Retailer and its retail customers with respect to the purchase of tangible personal property, which is subject to California sales tax, which accounts are, have been or will be assigned directly from Retailer to Lender.

2) Blanket Assignment of Retailer's Rights and Interest in Accounts. Retailer and Lender agree that all of the rights and interests of Retailer in any and all Accounts, whether currently in existence or created in the future, including the right to claim sales tax refunds, deductions or credits, are irrevocably assigned, transferred and relinquished to Lender.

3) Entitlement to Tax Refund or Deduction on Accounts. Retailer and Lender agree that Lender is the party entitled to claim any potential sales tax refunds or deductions as a result of bad debt losses charged off by Lender on any and all Accounts currently existing or created in the future which have been assigned from Retailer to Lender. Retailer agrees that it has not and will not claim any tax deduction or refund with respect to any Accounts currently existing or created in the future and hereby relinquishes to Lender all rights to the Accounts and all rights to claim such deductions or refunds.

4) Election Pursuant to Section 6055(b)(4), California Revenue and Taxation Code. Retailer and Lender hereby make an irrevocable election pursuant to Section 6055(b)(4), California Revenue and Taxation Code, that designates and entitles Lender (and not Retailer) to claim the deduction or refund provided under Section 6055(b) with respect to any Accounts found worthless and charged off for income tax purposes. The effective date of this election is the earlier of October 1,1999 or the date on which Retailer commenced doing business with Lender.

5) Payment of Sales Tax. Retailer represents and warrants that it reported the tax on the sale of the property with respect to the Accounts, and that it will report the tax on the sale of the property with respect to future Accounts.

6) Confidentiality. Retailer and Lender acknowledge that the California State Board of Equalization may disclose relevant confidential information to all parties involved in order to evaluate, support and confirm the deductions or refunds claimed pursuant to Section 6055, California Revenue and Taxation Code. Retailer and Lender agree to retain a copy of this Election Form and any amendments or revocations hereto.

7) Documentation. Retailer and Lender agree to furnish any and all documentation required or requested by the California State Board of Equalization that is necessary to support the claim for refund filed by Lender.

8) Term. This election may not be amended or revoked unless a new election is signed by both Retailer and Lender.

9) Counterparts. This election may be executed in several counterparts, which may be exchanged by facsimile or electronic mail. Retailer and Lender intend that counterpart copies signed and exchanged as provided in the preceding sentence shall be fully binding as an original handwritten executed copy hereof and all of such copies together shall constitute one instrument.



IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this election as of this ____ day of _____, 20__.

Retailer

By: _____

Name: _____

Title: _____

Lender
Golf Acceptance

By: _____

Name: _____

Title: _____



FAIR LENDING - THE CUSTOMER COMMITMENT

At Golf Acceptance, LLC, we are committed to making quality credit and lending services available to all applicants on an equal opportunity basis. Golf Acceptance has adopted a Fair Lending Policy that affirms our commitment to comply with fair lending laws and regulations, and our expectations for those with whom we do business.

Fair lending laws and regulations apply to all consumer and commercial credit transactions and creditors (including automobile dealers who offer credit products and services). The Equal Credit Opportunity Act (ECOA), which is implemented by Regulation B, applies to every aspect of the credit transaction. This includes advertising, pre-application discussions, taking and processing applications, underwriting applications, offering rates and terms, as well as funding, servicing, and collecting retail installment sales contracts, loans, and leases. The ECOA prohibits discrimination and requires equal treatment of all credit applicants, without regard to race, ethnicity, color, marital status, national origin, religion, sex, age (provided the applicant has the legal capacity to enter into binding contracts), receipt of income derived from any public assistance program, or exercise in good faith of any right under the consumer protection laws. Additionally, it is the policy of Golf Acceptance to prohibit discrimination and require equal treatment of all credit applicants, without regard to familial status, disability, sexual orientation, gender identification, or military or veteran status.

As a provider of credit services subject to ECOA, you may not, based on any of the above factors:

- Fail to provide the information regarding any aspect of the lending process, including credit availability, application procedures, or lending standards.
- Discourage or selectively encourage consumers regarding inquiries about or applications for credit.
- Refuse to extend credit or use different standards in determining whether to extend credit.
- Vary the terms of credit offered, including the amount, interest rate, duration, or type of loan.
- Use different standards to evaluate collateral.
- Require that a co-signer be a spouse of the applicant.

In order to ensure compliance with our fair lending obligations, we periodically review applications received and contracts purchased from your automobile dealership to determine if any potential fair lending concerns exist. If we discover any concerns, we will review them with you to determine what steps may be needed for correction. In the event there are ongoing unexplained disparities identified with respect to loans purchased from your automobile dealership, we will take appropriate corrective action, including, but not limited to, restricting or eliminating “dealer participation” for loans purchased from your automobile dealership, or excluding your automobile dealership from future transactions. We also require that you forward to us any complaints that you receive about retail installment sales contracts purchased by Golf Acceptance that allege discrimination or unfair, deceptive or abusive acts or practices, and information related to any regulatory agency related actions or litigation.

Golf Acceptance is committed to treating all applicants fairly and equally without regard to any prohibited basis. Compliance with these laws is not only our legal obligation, it is our customer commitment. We expect all automobile dealers that work with us to share in our commitment to fair lending, comply with fair lending laws and regulations, and adhere to these expectations, which include the Top 10 Fair Lending Expectations for Automobile Dealers (listed on the back of this document).

We value our relationship with you and thank you for joining us in this commitment to fair lending. If you have any questions or comments regarding Golf Acceptance’s Fair Lending Policy, practices or expectations, please contact your credit and sales team or the Golf Acceptance Compliance Manager.



Top 10 Fair Lending Expectations for Automobile Dealers

1. Interest rates, fees, other terms, and, where applicable, the cost of additional products such as vehicle service contracts, guaranteed auto protection and insurance premiums, should be consistently charged based on objective empirical risk-based factors (e.g. FICO, LTV, DTI, auto year, mileage, etc.). "Dealer participation" or "dealer reserve" program criteria should have no impact on the pricing of a loan or additional products.
2. Sales price should be the same whether a consumer pays cash or purchases the vehicle with financing, and should be the same whether financing includes any "dealer participation."
3. Provide consistent levels of assistance, diligence, patience and flexibility to all applicants in the lending process to ensure that all consumers receive fair and equitable treatment.
4. Readily and consistently provide consumers with information about the lending process and key loan terms and conditions, including credit availability, application procedures, lending standards, and payment options. Do not discourage or selectively encourage consumers with respect to inquiries about or applications for credit.
5. Use consistent and objective standards in determining whether to extend credit and refrain from basing decisions on assumptions, opinions or stereotypes regarding potential customers. The terms of credit offered, including the amount, interest rate, duration, type of loan and standards used to evaluate collateral should be based on objective criteria and data specifically related to the loan application.
6. Where applicable, offer additional products consistently to all eligible applicants. Provide clear, transparent and understandable disclosures related to the cost, features and restrictions. The disclosures should make it clear that purchasing products are not required to obtain credit. Additional products should only be sold when they have a demonstrable value to the applicant.
7. Assure that disclosures describe all material terms, concepts and requirements relevant to the purchase transaction in a clear and transparent manner. Avoid putting key terms in fine print or footnotes of the purchase and/or loan contract. Highlight key terms and limitations, and discuss them with the customer to assure comprehension.
8. Utilize messages, images and media in your marketing and advertising programs that are inclusive to all applicants and customer demographics. Assure that all marketing and advertising clearly and conspicuously discloses all material qualifications and restrictions, if any, including, but not limited to, those on: (a) a consumer's ability to obtain a discount, rebate, bonus, incentive or price; and (b) the number of vehicles or additional products available at the discount, rebate, bonus, incentive or price. Do not misrepresent information related to these or any other material facts about the price, sale, financing, or leasing of motor vehicles or additional products.
9. Thoroughly investigate and respond in a timely and appropriate manner to consumer complaints that allege discrimination or unfair, deceptive, or abusive acts or practices. All such complaints involving Golf Acceptance customers, including retail installment sales contracts sold to Golf Acceptance, and any responses to such customers must be provided to Golf Acceptance on a timely basis.
10. Maintain a credit compliance program, which includes fair lending, fair customer treatment, and consumer protection. Credit compliance programs generally include policies, procedures, training, and monitoring for compliance with laws and regulations, including ECOA, applicable to the financing of a vehicle. Provide fair lending compliance training to all personnel involved in any aspect of the credit transaction, including marketing, underwriting, pricing, and the sale of vehicles or additional products.

While not an endorsement, the National Automobile Dealers Association (NADA) has published a guide that is designed to provide automobile dealers with a Fair Credit Compliance Program. This guide may serve as a useful template for automobile dealers to consider in developing their own program for fair credit compliance.