



**CHICO**  
Auto Finance, Inc.

## Dealer Package



## Cover Sheet for Dealer Applications

Dealer Relationship Specialist: \_\_\_\_\_

Does Dealer use Dealertrack?                      Yes                      No

In order to add a Dealer to Dealertrack access of CAF, the info needed is:

Dealership Legal Name: \_\_\_\_\_

DBA Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_



70 Declaration Dr. Suite 102, Chico, CA 95973

Phone: 530.895.8321 Fax: 855.369.6666

## Dealer Signup Checklist

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

Dealership Legal Name: \_\_\_\_\_

DBA Name: \_\_\_\_\_

The following checklist is to ensure that you fill out and send back the correct paperwork to Chico Auto finance, Inc. If you have any questions, please call (530) 895-8321.

- |   |   |
|---|---|
| <input type="checkbox"/> Dealer Application           | <input type="checkbox"/> Driver License All Signers |
| <input type="checkbox"/> Dealer Agreement             | <input type="checkbox"/> Dealer Bond                |
| <input type="checkbox"/> Business License             |   |
| <input type="checkbox"/> Dealer License               |   |
| <input type="checkbox"/> Sellers Permit               |   |
| <input type="checkbox"/> Corporate Resolution         |   |
| <input type="checkbox"/> ACH Authorization Form WITH: |   |
| <input type="checkbox"/> Voided Check                 |   |

Please forward completed package to:

**Chico Auto Finance, Inc.**  
**70 Declaration Dr. Suite 102**  
**Chico, CA 95973**  
**Phone: (530) 895-8321 Fax: 855.369.6666**



# Dealer Application

Legal Name		( ) Franchise ( ) Non Franchise
DBA		Federal Tax ID #
Business Address / City / State / Zip Code		Resale License #
Business Type: (choose one) ( ) Sole Proprietorship ( ) Partnership ( ) Corporation ( ) LLC		Business Phone:
Time At Current Location:	Date Business Established	Finance Office Phone:
Dealership Email Address		Fax Number
Brands Sold	Additional Dealership Locations (Address / City / State / Zip	

Principal(s) Information:	Title	Soc Sec#	DOB	% Owned	Home Address

Contact Information:		
General Mgr.	Phone	Email Address
Finance Mgr.	Phone	Email Address
Comptroller	Phone	Email Address
Office Mgr.		
Sales Manager	Phone	Email Address

**Other Experience and Positions Held in Automotive Industry:** (Work history on all principals and General Manager required for non-franchise dealers if less than 5 years in business)

Company Name	Position	Length of Time

## AGREEMENT (All Owners must sign)

The above named Dealer certifies that all of the information provided on this application is true and correct. I also authorize CAF\* to investigate my credit and employment history and obtain credit information.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Chico Auto Finance \_\_\_\_\_ Date: \_\_\_\_\_



## Dealer Information

Dealership Name	Dealership Number
-----------------	-------------------

### Sales Information (sum of new and used)

Gross Annual Vehicle Sales	Annual Units Sold (sum of new and used)
Percentage of Total Annual Sales the are New	

### Finance Sources

Primary Prime Lending Source	
Secondary Primary Lending Source	Current Floor Plan Provider
Sub-prime Lending Source	Floor Plan Insurance Provider
Sub-prime Lending Source	Current Gap Provider
Information on Extended Service Contracts	

Dealer Website	eCommerce Annual Unit Sales Volume
email Address for Owner & GM	eCommerce Manager
eCommerce Referral Service	

### Other

Dealer Management Operating System (computer system, ADP)	
CPA Firm	Member 20 Group
Currently involved in any legal proceedings? If yes, explain.	

### Banking References:

Bank Name:	Contact Name:
	Phone #:
Bank Name:	Contact Name:
	Phone #:

Onsite Inspection of dealer facility and inventory:


Site Manager Summary and Recommendation




## Dealer Agreement

This Dealer Agreement ("Agreement") between Chico Auto Finance, Inc. ("CAF") and \_\_\_\_\_, ("Dealer") contains the terms and conditions under which CAF may purchase conditional sale contracts and/or retail installment sale contracts from Dealer and the rights and obligations of CAF and Dealer with respect to such contracts.

### 1. Definitions: The following terms when used in this Agreement have the following meanings:

- a. "Asserted Liability" is defined in subsection 6(b) of this Agreement.
- b. "Assignment" means assignment of a Contract by Dealer to CAF on a recourse basis as set forth in section 4 of this Agreement.
- c. "Base Buy Rate" means the annual percentage rate at which CAF will purchase an Eligible Contract.
- d. "Buyer" means the person who buys a Vehicle under a Contract, except if there is a co-buyer such term shall mean both persons collectively.
- e. "Complaint" means any claim, demand, complaint, cross-complaint or defense relating to a Contract or Vehicle, which is, or could have been, asserted against Dealer.
- f. "Contract" means a conditional sale contract or a retail installment sale contract for the sale of a motor vehicle, which is assigned to CAF under this Agreement.
- g. "Date of Assignment" is the date of CAF's payment of the Purchase Price.
- h. "Department" means the government agency in any state charged with the responsibility of registering and transferring titles to motor vehicles.
- i. "Eligible Contract" means any Contract presented by Dealer to CAF for CAF to consider purchasing from Dealer.
- j. "Losses" is defined in subsection 6(a) of this Agreement.
- k. "Purchase Price" means the Amount Financed shown on a Contract.
- l. "Repurchase Price" means the entire amount due to CAF under a Contract, plus costs and fees, including but not limited to, any unpaid late charges, insurance premiums placed on the Vehicle by CAF, and reasonable expenses incurred by CAF in attempting to enforce the terms of the Contract or to repossess the Vehicle.
- m. "Services" means any service contract, GAP coverage, insurance and any other services sold to a Buyer as set forth in a Contract.
- n. "Vehicle" means a motor vehicle subject to a Contract.

### 2. Purchase and Assignment of Contracts: Transfer of Title:

- a. Purchase and Assignment of Contracts: The purchase and assignment of a Contract shall be at CAF's sole discretion. CAF shall be under no obligation to purchase any Contract (even if CAF previously indicated that such Contract was acceptable.) Upon assignment of a Contract CAF shall pay Dealer the Purchase Price less any discount and full title to the Vehicle shall thereupon be transferred to CAF. If CAF agrees to purchase a Contract before it has had an opportunity to investigate fully the creditworthiness of a Buyer, CAF shall have the unconditional right to return such Contract to Dealer within thirty (30) days, and Dealer shall immediately repurchase the Contract for its Repurchase Price. CAF agrees to advise Dealer of its approval or disapproval of the Contract and CAF shall have no liability to Dealer or to Buyer for CAF's failure to approve any Contract.
- b. Transfer of Title: Within five (5) business days of the Date of Assignment of a Contract, Dealer will make a complete application, submit all necessary documents to the Department and take all other actions and steps necessary to report the sale of the Vehicle to the Buyer and to show that CAF has a first priority security interest in the Vehicle. Dealer is obligated to take all reasonable steps to title the Vehicle. Should Dealer be notified or have knowledge of any event that may cause the Department not to transfer title as set forth in this subsection, Dealer will immediately notify CAF and take any necessary corrective action, including unwinding the assignment. Dealer agrees to indemnify CAF against any Losses relating to the Department's failure or refusal to show CAF as the sole legal owner of the Vehicle. Dealer agrees to immediately reimburse CAF for all fees, expenses and costs of whatever kind or nature incurred by CAF or Buyer that result from any failure of Dealer to promptly transfer good and marketable title to the Buyer and CAF as required by this Agreement.

### 3. Dealer's Representations and Warranties:

- a. Representations and Warranties on Contracts: Dealer represents and warrants to CAF with regard to each Contract as follows:
- (i) the Contract arose from a bona fide sale to Buyer on the terms set forth in the Contract and related documents;
  - (ii) the person purchasing the Vehicle identified as Buyer on the Contract is that person and not some other person using a false identity;
  - (iii) the Vehicle is fully and accurately described in the Contract, including whether the Vehicle is new or used and the mileage indicated on the odometer of the Vehicle is accurate;
  - (iv) Dealer has made no misrepresentation to the Buyer concerning the condition of the Vehicle or its prior ownership;
  - (v) the Vehicle was delivered to, and accepted by, the Buyer;
  - (vi) Dealer furnished and installed all articles and materials and fully completed all work necessary in connection with the Contract and paid for all labor and materials used in connection with such work;
  - (vii) Dealer has good and marketable title to the Vehicle described in the Contract free and clear of all claims, liens, encumbrances and rights of third parties, except for those created by the Contract;
  - (viii) Dealer is the sole and unconditional owner of the Contract and has the right and authority to assign it;
  - (ix) all statements made by or on behalf of Buyer and furnished to CAF by Dealer, and all information concerning Buyer on any documents prepared by Buyer or based on statements by Buyer and submitted to CAF, are true to the best of Dealer's knowledge and belief;
  - (x) Buyer received a legible, completely filled in copy of the Contract, customer credit statement or other document(s) which Buyer was asked to sign in connection with the Contract, in each case prior to Buyer's signature on it, except that if purchase negotiations were conducted in Spanish, an unexecuted Spanish language translation of the Contract was delivered to Buyer prior to Buyer's execution of the English-language Contract;
  - (xi) components of the total down payment shown on the Contract are accurately and fully described and where shown as cash was actually paid in cash and not its equivalent by Buyer to Dealer, and Dealer has not lent Buyer part or all of the cash portion of the down payment, has not assisted Buyer in obtaining a loan from a third party to be used as part or all of the down payment on the Contract, nor does Dealer have knowledge of any such loan by a third party, and any trade-in was valued at its fair market value on the date of the Contract;
  - (xii) any Services or warranty contract shown on a Contract was paid for by Dealer in full to the provider of such services or warranty; Dealer has taken all necessary actions so that such contract will be effective; and such contract is cancelable on a pro-rata basis, and Dealer agrees that in the event the Vehicle is repossessed, any refund due under such contract will be assigned to CAF, and Dealer further agrees to pay an amount equal to such refund to CAF if for any reason such refund is not paid to CAF or such contract fails to include such a cancellation provision;
  - (xiii) Buyer was of legal age and competent to execute the Contract on the date of execution;
  - (xiv) the Contract and any guaranty thereof are legally valid and enforceable;
  - (xv) Dealer complied with, and the Contract is valid under any and all applicable laws, rules and regulations of the Federal government and of any state or other governmental agency or authority regulating consumer or installment credit sales or transactions (including, without limitation, laws, rules and regulations relating to usury, consumer protection, truth in lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy);
  - (xvi) the cash price of the Vehicle was not increased nor was the value of any trade-in decreased to compensate for any discount and/or acquisition fee that Dealer anticipated CAF may charge on a Contract, and specifically the cash price of the Vehicle or any accessories (or the value of any trade-in) does not include any amount or charge (or deduct any amount or charge) that would not be included if the Vehicle was sold to Buyer for cash, nor does any other entry in the Contract contain any amount or charge that could be construed to constitute a concealed charge for credit;
  - (xvii) the cash price of the Vehicle was not increased nor was the value of any trade-in decreased to compensate for any fee or fees paid to a broker or brokers in connection with obtaining financing for the Contract, and specifically the cash price of the Vehicle or any accessories (or the value of any trade-in) does not include any broker fee, amount or charge (or deduct any such fee, amount or charge) that would not be included if the Vehicle was sold to Buyer for cash without the involvement of any broker, nor does any other entry in the Contract contain any amount or charge that could be construed to constitute a concealed brokerage charge;
  - (xviii) all amounts shown on the Contract as paid to others were, in fact, paid in full to others;

- (xix) neither the cash price of the Vehicle nor any pricing entry or other term of the Contract was determined in any way that takes into account the race, gender or other protected status of Buyer, or that could have a disparate impact on members of any protected class;
- (xx) If Dealer has offered and Buyer has accepted any right to rescind the Contract in accordance with applicable California laws and regulations, then Dealer covenants that it will not submit such Contract to CAF until the applicable rescission period has expired and Buyer has not exercised his or her right to rescind such Contract prior to such expiration.
- (xxi) the Vehicle does not have a "branded title," which shall include but not be limited to, a title marked Salvage, Gross Polluter, Junked, Dismantled, Prior Taxi, Prior Law Enforcement, Non-USA, SPCM (constructed or altered by non-manufacturer), Factory Buyback, "True Mileage Unknown" or Lemon Law Buyback, or any other special marking of title pursuant to section 4453 of the Vehicle Code or otherwise; and
- (xxii) Dealer made no representation or warranty to Buyer that the Annual Percentage Rate on the Contract is the "best available financing" or any other similar representation or warranty.
- (xxiii) On the Date of Assignment of the Contract, Dealer is in possession of all necessary documents that will permit the Department, upon application, to transfer title to the Vehicle showing Buyer as the registered owner of the Vehicle and CAF as the legal owner.

b. Additional Dealer Representations and Warranties. Dealer further represents and warrants to CAF as follows:

- (i) Dealer is licensed as required by law, and there is no action or proceeding pending against Dealer with respect to its license, except as previously disclosed in writing to CAF, and Dealer will promptly inform CAF if there is any such action or proceeding taken in the future;
- (ii) Dealer is a corporation, LLC, partnership, sole proprietorship or other type of entity as set forth below its signature in this Agreement and is in good standing and is legally authorized to conduct its business;
- (iii) the person signing this Agreement on behalf of Dealer has the full and complete authority to do so and any necessary approvals or consents have been obtained;
- (iv) Dealer shall designate a representative of Dealer who is authorized to execute assignments to CAF by designating such person in a written authorization which shall include a specimen signature of the designated person; provided, however, that payment of the Purchase Price by CAF to Dealer shall be conclusive proof that the person executing the assignment section of the Contract on behalf of Dealer was authorized to do so; and
- (v) All Contracts subject to this Agreement shall be prepared on the current preprinted forms provided to Dealer from various suppliers from time to time. CAF may provide Dealer with a supply of blank contracts from time to time, but CAF shall have no liability for the provisions of any such form and makes no representation, express or implied, with respect thereto.

All the foregoing representations and warranties shall be true both on the date of execution of this Agreement by Dealer and the Date of Assignment of each Contract.

#### 4. **Liability of Dealer under Assigned Contracts:**

Assignment of a Contract by Dealer to CAF shall be on a recourse basis. Dealer shall be bound by the terms of the applicable assignment provision of the Contract and by this Agreement with respect to a Contract upon payment by CAF of the Purchase Price of a Contract. The rights and obligations of Dealer and CAF on the type of assignment are set forth in the following subsections and in section 6 and elsewhere in this Agreement.

In the event of a conflict between term(s) of the assignment provision and this Agreement, term(s) of this Agreement shall control.

- a. Assignment with Recourse. Dealer extends full performance of the Contract designated with Recourse in all its terms and the prompt payment of any and all sums provided therein, for the Recourse period, for Complete Payments by Buyer to CAF. The term Complete Payment as used herein shall mean the full contractual payment provided in the Contract including, but not limited to, any insurance add on, return check fee, late fee, repossession and impound fees and/or collection costs effecting said payment. In the event Dealer makes any payment due by the Buyer to CAF, the number of installments with recourse will increase by the number of payments made by Dealer.
- b. A Contract shall be deemed a payment default when the payment or any part thereof or any obligation on the part of the Buyer has not been received by CAF or performed within ten (10) days of the due date specified in the Contract. In the event of Buyer's default herein, Dealer at the sole option of CAF shall repurchase the



Contract from CAF at the Repurchase Price on the Contract within five (5) days of written or verbal demand by CAF upon Dealer.

- c. The length of the Recourse period shall be from three (3) months to twelve (12) months as stipulated by CAF on a case by case basis.

## 5. Repurchase of Contracts by Dealer:

- a. General. Dealer must repurchase a Contract purchased under this Agreement if any of the following events occur:
- (i) a Complaint is asserted against CAF and the Complaint is not resolved to the satisfaction of CAF and/or to the person who asserted it within twenty (20) days;
  - (ii) a breach of any representation or warranty of Dealer contained in a Contract, an assignment provision or this Agreement shall have occurred or any representation or warranty shall have been untrue when made and regardless of whether a Buyer is in default under the Contract and regardless of whether CAF knew of or is chargeable with knowledge of the falsity of such representation or warranty;
  - (iii) Dealer, without CAF's prior written consent, agrees to any waiver, modification or settlement with the Buyer; accepts any payment from Buyer, whether regularly scheduled installments or otherwise, after assignment of the Contract to CAF; agrees to the sale, mortgage or transfer of Buyer's interest in the Contract or the Vehicle; or take any judicial or non judicial action to obtain possession of the Vehicle or if the Dealer accepts surrender thereof;
  - (iv) the Contract is rescinded by operation of law or otherwise;
  - (v) the Vehicle is not properly registered and/or titled, in such manner as required under applicable law and regulations to perfect the first priority security interest of CAF as legal owner or lien holder of subject Vehicle within thirty (30) days of the sale date of Contract by Dealer to CAF;
  - (vi) there shall have occurred any fraud, fraudulent scheme, trick or device, including the forgery of signatures, by Buyer or Dealer in connection with Contract, the Vehicle or the sale of the Contract to CAF;
  - (vii) the Buyer defaults on the first installment payment due under the Contract;
  - (viii) CAF elects to return a Contract under the terms of subsection 2(a) of this Agreement; or
  - (ix) no choice is designated in the assignment section of a Contract, then in such event and regardless of whether the Buyer is in default under the Contract, Dealer shall, at the election and demand of CAF, either unconditionally guarantee payment of all amounts remaining unpaid under the Contract, or repurchase the Contract at the Repurchase Price.
- b. Return of Security Interest in the Vehicle. If CAF elects to require Dealer to repurchase a Contract pursuant to the terms of subsection (a) above, Dealer shall pay CAF the Repurchase Price, whereupon CAF shall convey all its right, title and interest in the Vehicle to the Dealer. Should Dealer then elect to repossess the Vehicle, Dealer shall indemnify CAF from any Loss in connection with such repossession. Any such repurchase shall be made without recourse or warranty, express or implied.

## 6. Indemnification:

- a. Dealer's Obligation to Indemnify. Dealer agrees to indemnify, defend and hold harmless CAF from and against all losses, liabilities, damages, costs and expenses, including interest, penalties, attorneys' fees, costs and disbursements incurred by CAF ("Losses") relating to (i) a Complaint, (ii) repurchase of a Contract or any action taken by Dealer or its agents relating to a repurchased Contract or a Vehicle described therein, or (iii) any claim, complaint, cross-complaint or demand asserted against CAF arising from a complaint, regardless of whether such liability is asserted against CAF or CAF and Dealer jointly.
- b. Notice of Asserted Liability. Promptly upon receipt by CAF of a notice of any demand, claim or circumstances which, with the lapse of time or failure to take demanded action or both, could give rise to an obligation under subsection (a) above, or the commencement (or threatened commencement) of any lawsuit, proceeding or investigation that may result in a Loss to CAF (as "Asserted Liability"), CAF shall give notice thereof to Dealer and shall describe the Asserted Liability in reasonable detail.
- c. Dealer's Opportunity to Settle. Dealer may elect to compromise or settle, at its own expense, any Asserted Liability; provided, however, that Dealer may not compromise or settle any Asserted Liability without the consent of CAF unless such compromise or settlement requires no more than a monetary payment for which CAF is fully indemnified or involves other matters not binding on CAF. If Dealer elects to compromise or settle

an Asserted Liability, it shall complete such action within twenty (20) days of its knowledge of an Asserted Liability, and CAF, at Dealer's expense, shall cooperate in such action.

- d. Dealer's Obligation to Pay for CAF's Defense. In the event an Asserted Liability is not settled or otherwise resolved to CAF's satisfaction within the time specified in subsection (c) above, Dealer agrees to pay all of CAF's legal fees and costs incurred by CAF's selected counsel, in CAF's defense against the Asserted Liability. Dealer agrees to pay all invoices for such fees and costs upon receipt. At CAF's discretion, CAF may elect to have Dealer defend CAF against an Asserted Liability by Dealer's own counsel, subject to CAF's right to participate, at Dealer's expense. CAF may, however, terminate Dealer's defense at any time and assume CAF's defense at Dealer's sole cost and expense.

#### 7. Insurance:

Each Vehicle sold under a Contract must be covered by fire, theft and collision insurance protecting CAF's interest in the Vehicle at the time of the assignment. It is Dealer's responsibility to submit with each Contract, evidence of such insurance satisfactory to CAF, a completed copy of Buyer's agreement to furnish such insurance, or other similar documents satisfactory to CAF. Coverage must thereafter be confirmed by CAF. Dealer will have no further obligation with respect to any amounts added to the account due to the placement of insurance by CAF. If such procedure is not followed, Dealer will be responsible for any loss that would have been covered by the required insurance. Dealer acknowledges responsibility for vehicle loss or damage through close of business on the Date of Assignment.

#### 8. Offset:

CAF may deduct from any deposit, funds, or obligation due Dealer any amount Dealer owes CAF, whether under this Agreement or otherwise.

#### 9. Miscellaneous:

- a. Entire Agreement; Amendments or Modifications. This Agreement, including other writings referred to herein or delivered pursuant hereto which form a part hereof, contains the entire agreement and understanding between the parties. There are no restrictions, promises, representations, warranties or undertakings other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between CAF and Dealer, written or oral, with respect to the subject matter. This Agreement may only be amended by a written instrument duly executed by both CAF and the Dealer.
- b. Notices in Writing. All notices, consents and other communications of any kind required or permitted under this Agreement shall be in writing and either be sent by first class mail or be transmitted by facsimile with a copy sent by first class mail, and if sent to Dealer at the address and facsimile number set forth in the signature page of this Agreement and if to CAF to this address: P. O. Box 4271, Glendale, CA 9122 or fax # 818-241-2434.
- c. Successor and Assigns; Assignment by Dealer Restriction. This Agreement shall be binding upon and for the benefit of the parties' successors and assigns. Dealer may not voluntarily assign this Agreement without the prior written consent of CAF. As used in this subsection (c), a material change in Dealer's ownership, management or form of organization shall be deemed to be an assignment. If Dealer does not obtain CAF's consent to any assignment, Dealer shall be liable to CAF for any failure of such assignee or subsequent assignee to comply with the terms of this Agreement, unless Dealer has terminated this Agreement pursuant to subsection 9(f).
- d. Waiver. Dealer waives all demands and notices of default, non-payment, or non-performance, and any release or impairment of collateral securing a Buyer's obligations under any Contract. CAF may, without notice to Dealer, discharge, release, extend, vary or modify any obligation of a Buyer, without affecting or altering the obligations or duties of Dealer. No waiver by CAF of any default, breach or misrepresentation hereunder shall be effective unless in writing, nor shall it operate as a waiver of any other or subsequent default, breach or misrepresentation.
- e. Inspection of Books and Records. So long as any Contract which is assigned by Dealer to CAF where payment is unconditionally or partially guaranteed under section 5 of this Agreement is approved, and until any such Contract is paid in full, Dealer shall provide CAF every twelve (12) months with a balance sheet and statement of income, certified by Dealer's owner or the person acting as the chief financial officer of Dealer that such information is complete and accurate in all respects. Dealer authorizes CAF to make such inquiries of third parties concerning the financial conditions or business operations of Dealer, as CAF may deem necessary.

- f. Effective Date and Termination. This Agreement shall become effective on the date CAF first purchases a Contract from Dealer hereunder and shall be binding on Dealer and CAF and their respective successors and assigns from such date until terminated by receipt of written notice by either party from the other; provided, however, that any such termination shall not relieve either party from any obligation or duty incurred prior to the effective date thereof or from any obligations in respect to any Contract purchased by CAF hereunder prior to termination of this Agreement.
- g. Relationship of Parties. This Agreement does not make either party the agent or legal representative of the other for any purpose. Neither party owes the other any fiduciary obligation.
- h. Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of California.
- i. Attorneys' Fees. The prevailing party in any legal action arising from this Agreement shall be entitled to reasonable attorneys' fees and its costs as fixed by the court.
- j. Marketing Materials. Dealer agrees to accept faxed marketing materials, unless Dealer advises appropriate CAF personnel to the contrary.

IN WITNESS WHEREOF, CAF and Dealer have executed this Agreement as of the day and year set forth below.

**Dealer:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, CA, Zip** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_

By: \_\_\_\_\_  
 Authorized Signature                      Title/Date                      Authorized Signature                      Date

Dealer is a: Corporation \_\_\_      LLC \_\_\_      Partnership \_\_\_      Sole Proprietorship \_\_\_

**Chico Auto Finance, Inc.**  
**70 Declaration Drive, Ste. 102, Chico CA 95973**  
**T. 530.895.8321 Fax. 855-369-6666**

By: \_\_\_\_\_  
 Brenda Bowen                      President                      Authorized Signature                      Date



## CONSENT TO ACTION WITHOUT MEETING

Written consent to action without meeting of the sole director of

\_\_\_\_\_ (the "Corporation") dated this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

### **BACKGROUND:**

- A. The Corporation is a corporation organized and operating under the laws of the State of  
\_\_\_\_\_.

### **IT IS RESOLVED THAT:**

1. Anyone director or officer of the Corporation is authorized to sign all documents and perform such acts as may be necessary or desirable to give effect to the above resolution.

Dated in the State of \_\_\_\_\_ on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2016.

\_\_\_\_\_  
(Signature)

Director Name: \_\_\_\_\_



70 Declaration Dr. Suite 102 Chico, CA 95973  
Phone: 530.895.8321 Fax: 855.369.6666

### Authorization Agreement for Automatic Deposits (ACH)

Dealer Name:

Contact Name:

Phone Number:

Fax Number:

I hereby authorize Chico Auto Finance, Inc. to initiate credit entries (and/or debit entries if necessary for corrections, unwinds, or reversals) electronically, by paper means or by any other commercially accepted method to the checking account indicated below and financial institution named below, to credit and/or debit the same to such account.

Financial Institution

Phone Number:

City

State

Routing Number: \_\_\_\_\_

Checking Account Number: \_\_\_\_\_

**YOU MUST ATTACH A VOIDED CHECK WHICH CONTAINS BOTH THE ROUTING AND ACCOUNT INFORMATION**

This authorization will remain in full force and effect until Chico Auto Finance, Inc. has received written notification from Authorized Personnel of Dealer, least 30 days prior, to date of termination of ACH.

#### Authorizing Officer for Dealership

First: \_\_\_\_\_ M.I.: \_\_\_\_\_ Last: \_\_\_\_\_

Title: \_\_\_\_\_

Signature:

Date:



70 Declaration Dr. Suite 102, Chico, CA 95973  
Phone: 530.895.8321 Fax: 855.369.6666

## Terms and Conditions

Minimum Finance Amount	\$2,500
LTV	UP TO 125% + \$595.00 IF GAP OR WARRANTY INCLUDED. BASED ON QUALIFICATIONS
TERMS	24-60 MONTHS DEPENDING ON QUALIFICATIONS
MIN. INCOME	\$1,500.00
DEBT TO INCOME RATIO	50%
RENT RULE	\$500.00 MINIMUM
BANKRUPTCY	NEW CREDIT ESTABLISHED WILL CONSIDER
REPO	WILL CONSIDER
FORECLOSURE	NEW CREDIT ESTABLISHED WILL CONSIDER
QUALIFYING CREDIT	3 OPEN ACCTS CURRENT PLUS RENT/MORTGAGE: 12 MONTHS MIN.
EMPLOYMENT	VERIFIABLE INCOME
RESIDENCE	MIN. 6 MONTHS IN THE AREA WITH LOCAL REFERENCES COMPLETE
PHONE	MUST HAVE PHONE
000-600	24.99%
601-650	20.99%
651-675	18.99%
676-699	14.25%
700 AND UP	12.25%
ACQUISITION FEE	STARTING AT \$395.00



## Funding Checklist

- Sale Contract
- Credit Application, all buyers
- Wholesale Book Sheet (current date)
- Pay Stub listing YTD/Taxes if stipulated
- Proof of Residence
- References List: Complete address and phone
- Agreement to Furnish Insurance
- Proof of Insurance, listing CAF as lienholder
- DMV Vehicle/Vessel Transfer
- DMV Report of Sale
- Guarantee of Title
- Service Contract/Warranty
- Gap
- ACH/Credit Card Authorization
- Landlord Name/Phone
- Valid CA Driver License, all buyers



**Personal References: Must be separate residences/ Full address: No PO box**

1. NAME \_\_\_\_\_ PHONE ( \_\_\_\_\_ ) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

RELATIONSHIP/HOW LONG KNOWN \_\_\_\_\_

2. NAME \_\_\_\_\_ PHONE ( \_\_\_\_\_ ) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

RELATIONSHIP/HOW LONG KNOWN \_\_\_\_\_

3. NAME \_\_\_\_\_ PHONE ( \_\_\_\_\_ ) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

RELATIONSHIP/HOW LONG KNOWN \_\_\_\_\_

4. NAME \_\_\_\_\_ PHONE ( \_\_\_\_\_ ) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

RELATIONSHIP/HOW LONG KNOWN \_\_\_\_\_

5. NAME \_\_\_\_\_ PHONE ( \_\_\_\_\_ ) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

RELATIONSHIP/HOW LONG KNOWN \_\_\_\_\_

6. NAME \_\_\_\_\_ PHONE ( \_\_\_\_\_ ) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

RELATIONSHIP/HOW LONG KNOWN \_\_\_\_\_