

NFC4432

NFC-Disclosure, Agreement



NICHOLAS FINANCIAL, INC.

Disclosures, Agreements and Authorizations

Buyer: _____ Seller: _____

Co-Buyer: _____

Retail Installment Sales Contract Date: _____

Year: _____ Make: _____ VIN: _____

I am considering entering into a Retail Installment Sales Contract in connection with the purchase of a vehicle from the seller named above ("Seller.") I have been given an opportunity to read the Retail Installment Sales Contract (the "Contract"), completely filled in, and to ask any questions I have concerning the Contract or this document.

BUYER REPRESENTATION OF CASH PRICE: I understand that the price of the vehicle is as set forth in the Contract. I represent that I was not quoted a lower cash price for the vehicle and that the cash price was not increased because I would be purchasing the vehicle on credit. I understand that the Seller has the option and the right to sell and assign my Contract to Nicholas Financial, Inc. for a discounted amount. I understand that this means that Nicholas Financial, Inc. may purchase my Contract from the Seller for an amount which is less than the amount of credit provided to me or on my behalf by the Seller.

DISCLOSURE OF DISCOUNT: I further understand that the sale and assignment of the Contract at a discount will not relieve me of any obligations set forth in the Contract nor will it alter any of those obligations except as to where and to whom payments are to be made.

AGREEMENT TO PROVIDE PHYSICAL DAMAGE INSURANCE: I understand that I must maintain full comprehensive and collision insurance coverage with deductibles no higher than \$500 for the full term of the Contract. Additionally, Nicholas Financial, Inc. must be listed as loss payee at all times. If insurance is not maintained as described in this paragraph, Nicholas Financial, Inc. may force-place coverage to protect its interest in the vehicle and I will be responsible for the cost of this coverage or the vehicle may be repossessed.

LIEN HOLDER RIGHTS: I understand that should a default occur, Nicholas Financial, Inc., or its assignees, will pursue full payment of the Contract, by whatever means the law affords. Because this agreement is a purchase of an installment sales contract, repossession of the vehicle does not discharge my obligation to pay all amounts owed under the Contract. Neither can divorce, Act of God or any other adversity release me from the Contract until fully satisfied. Nicholas Financial, Inc., at its sole discretion, may initiate any legal proceedings arising from the Contract and this agreement in Pinellas County, Florida, or any other venue allowed by law.

AUTHORIZATION TO OBTAIN INFORMATION: I authorize the agents and employees of Nicholas Financial, Inc. to obtain and to verify information about me that they deem necessary or appropriate in evaluating my credit application. Such verification may include one or more credit reports, information about my employment, residence, income, banking and credit relationships. If my account is purchased by Nicholas Financial, Inc. I authorize their employees and agents to obtain additional credit reports and other information about me in connection with reviewing the account, collecting the account, or for any other legitimate purpose.

CONTACT AUTHORIZATION: I authorize the agents and employees of Nicholas Financial, Inc. to communicate with me regarding my Contract and account via U.S. mail; email; text message; telephone (cellular or otherwise), including the use of automatic telephone dialing systems, auto-dialers, or an artificial or prerecorded voice, and/or, in person. By providing the telephone number below, I confirm that I am the current owner/subscriber of the telephone number provided, or that the current owner/subscriber of the telephone number authorized me to provide this number to Nicholas Financial, Inc. Furthermore, by providing the email address below, I also confirm that I am the current owner/subscriber of the email address account provided, or that the current owner/subscriber of the email address account authorized me to provide this address to Nicholas Financial, Inc. I understand I have provided Nicholas Financial, Inc. with authorization to send me email messages in conjunction with my obligations under the Contract to the email address provided.

By signing below I acknowledge that I have read and agree with the contents of this document, before signing the Retail Installment Sales Contract and that this form is part of the contract to purchase the vehicle. I also agree that the disclosures, agreements and authorizations contained herein are in addition to those disclosed in the Retail Installment Sales Contract.

Buyer Signature

Co-Buyer Signature

Buyer Email Address

Co-Buyer Email Address

Telephone / Cellular Number

Telephone / Cellular Number

Date

Date