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## Dealer Funding Checklist

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- ☐ Credit Application – Must be signed by customer (s)
- ☐ Buyers Order
- ☐ Retail Installment Contract – Must be Assigned to Wholesale Acceptance, LLC.
- ☐ Customer Text Message/Email Authorization Form
- ☐ Agreement to Provide Insurance
- ☐ Application for Title
- ☐ Guarantee of Title
- ☐ Arbitration Agreement
- ☐ Privacy Statement

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Email Funding Package to: [funding@wholesaleacc.com](mailto:funding@wholesaleacc.com)

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Once funding is approved mail original contact to:

Wholesale Acceptance LLC  
PO BOX 102903  
Denver, CO 80250

Title and Insurance Lienholder Address:

Wholesale Acceptance LLC  
PO BOX 102903  
Denver CO 80250

## Authorization for Text Messaging and Email Contact

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☐

(Choose One)

☐

I/we authorize Wholesale Acceptance, LLC ("WAC") to deliver to my cell phone and/or e-mail address, text and/or e-mail messages concerning my account (for the purposes of processing your loan application and following assignment of my retail installment contract by the dealer to Wholesale Acceptance, if applicable), including using an automated text/e-mail communication system and/or individual person transmitted text/e-mail messages. I shall notify WAC as soon as possible if my cell phone number and/or e-mail address changes. I further understand and agree that:

1. My/our wireless service provider may charge me a fee for text messages;
2. I/we am not required to provide this authorization and I/we am doing so freely & voluntarily;
3. I/we may cancel this authorization at any time by submitting my request for cancelation in writing to WAC at the fax number or address provided below; and
4. I/we have received a copy of this authorization for my records.

### Buyer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
e-mail address

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

### Co-Buyer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
e-mail address

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



## AGREEMENT TO PROVIDE INSURANCE

I have recently financed a purchase of a motor vehicle with Wholesale Acceptance, LLC, which requires, among other things, the following:

- A. I must maintain physical damage insurance coverage on the financed vehicle for the entire term of the contract.
- B. This physical damage insurance coverage must not exceed \$500.00 deductible comprehensive (or fire, theft, and combined additional coverage) and \$500.00 deductible collision.
- C. The policy must name Wholesale Acceptance, LLC as Loss Payee and coverage must be in effect on the date of contract.

**D: ADDRESS: Wholesale Acceptance, LLC: PO BOX 102903, Denver, CO 80250**

I understand that physical damage insurance does not include liability coverage. Liability coverage or a bond is required to operate a vehicle in some states. Please contact your insurance agent or insurer for more information.

Customer Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

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

**The Vehicle referred to herein is described as follows:**

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

VIN# \_\_\_\_\_

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

Agency Name: \_\_\_\_\_

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

Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_

Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Deductibles: \_\_\_\_\_ Comp. \_\_\_\_\_ Collision: \_\_\_\_\_

Buyer Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Buyer Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Dealer/ Sales Person Signature: X \_\_\_\_\_ Date: \_\_\_\_\_

Note: The above information is subject to verification



## **CONSUMER NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS**

Protecting your privacy is important to Wholesale Acceptance, LLC ("WAC") is referred to in this notice as "we", "us" and "our"). We understand that you expect your personal information to be confidential and secure. This notice will help you understand what information we collect about you, how we use it and how we protect it. In addition, this notice describes your right to prevent information from being shared with any affiliates or non-affiliates (under certain circumstances).

### **How We Gather Information**

In connection with providing financial products or services to you, we collect *nonpublic and personal information* ("*Nonpublic personal information*"). *Nonpublic personal information* is information that is not available from a public source. We obtain *nonpublic personal information* about you for the following sources:

- Information we receive from you on applications, loan and account forms;
- Information concerning your transactions with us, our affiliates or others; and;
- Information we receive from third parties such as credit bureaus.

### **B. Information We Disclose and Who We Share it With**

We do not disclose any *nonpublic personal information* about our customers or former customers to anyone, except as permitted by law.

### **C. Former Customers**

If you close your loan with us or you become an inactive customer, we will continue to adhere to the privacy practices described in this notice.

### **D. Our Security Procedures**

We restrict access to *nonpublic personal information* about you to our employees, agents, and subcontractors who need this information to provide products or services to you. We maintain physical, electronic or procedural safeguards that comply with federal regulations to guard your *nonpublic personal information*.

### **E. Your Choices Regarding Information Sharing**

We are permitted under law to (and in some cases must) disclose *nonpublic personal information* to "nonaffiliated third parties" in certain circumstances. For example, we may disclose nonpublic personal information to process your transaction at your request, to control fraud and identity theft, to make certain information a matter of public record such as in credit bureaus and to government entities in response to such things as subpoenas. Other than these disclosures which are permitted by law or are authorized and directed by you to process your transaction with us we do not disclose and may not disclose *nonpublic personal information* without your consent.

Buyer signature: X \_\_\_\_\_ Date: X \_\_\_\_\_

Co Buyer Signature: X \_\_\_\_\_ Date: X \_\_\_\_\_



## ARBITRATION AGREEMENT

Date:                      Vehicle                      VIN:                      Deal #

In this Arbitration Agreement ("Agreement"), "you" means the buyer(s) who sign below. "We", "us" and "our" mean the seller signing below and its assignees.

By agreeing to arbitrate, you and we give up some rights, including the right to go to court and the right to jury trial. By signing below, you agree to the terms of this Agreement.

A "Dispute" is a controversy or claim arising from or relating to the vehicle financing contract ("Obligation") for the vehicle identified above by VIN that you have entered into with us on the date above. "Dispute" includes but is not limited to the negotiation or breach of the Obligation, or sale, purchase or financing of the vehicle involving any Buyer or Co-Buyer, Co-Signer, Seller, or any assignee, agent, employee, surety bonding company or insurer of any of these persons.

"Dispute" also means any claims arising from the transaction to which the Obligation relates or arising from the enforcement of the Obligation, and any question about whether a matter is subject to arbitration under this Agreement.

This Agreement amends and becomes a part of the Obligation. This Agreement is incorporated into the Obligation by this reference.

If any dispute arises, either you or we may choose to have it resolved by arbitration by a single arbitrator subject to and governed by the Federal Arbitration Act. You may select the arbitration organization, subject to our consent. You must select the arbitration organization when you tell us of your election to arbitrate or within 15 days of the date we notify you of our election to arbitrate.

If you fail to select an arbitration organization, we may do so. We will not require you to arbitrate any individual claim (as opposed to a class claim) you bring against us in court as long as it involves and continues to involve an amount in controversy of \$5,000 or less.

**In the arbitration proceeding between you and us, there shall be no arbitration of any claim other than your individual claim. You waive the right to have any dispute arbitrated on a class basis. You shall not try to arbitrate in a representative capacity for a class or group of persons. The arbitrator(s) may not order any class relief (this is referred to below as "the class action waiver").**

The arbitration hearing shall be held near where you signed this Agreement (or, if you have since moved, in the federal judicial district where you live), on 30 days' notice to the parties unless the arbitration organization's rules provide a different period.

The arbitration shall be concluded within 120 days unless the arbitration organization's rules provide a different period or unless otherwise ordered by the arbitrator(s). The award shall be made within 30 days after the submission of evidence. The arbitrator(s) shall prepare written reasoned findings of fact.

You will pay the cost of the arbitration filing fee, up to but not exceeding the amount required to file a small claims court claim. We will pay the rest of the filing fee.

We will pay for the first eight hours of arbitration. We will pay for additional arbitration time if the arbitrator orders us to or if the arbitrator or a court determines that we must in order to make this Agreement enforceable. We will also pay all arbitration costs that we must pay under the rules of the arbitration organization.

Either party may enter judgment on the award in an appropriate local, state or federal court or before any administrative body. This Agreement shall, with respect to such dispute, survive the termination or cancellation of the Obligation.

Nothing in this Agreement or in the Obligation shall be deemed to give the arbitrator(s) any authority, power or right to alter, change, amend, modify, add or subtract from the provisions of the Obligation or this Agreement.

If any part of this Agreement other than the class action waiver is deemed or determined to be unenforceable, the rest shall be enforceable. If, however, the class action waiver is determined to be unenforceable, this entire Agreement shall be unenforceable.

**You may opt out of this Agreement by sending us by certified mail your request to do so. Your request must be signed by all parties to the Obligation other than the Seller. You must mail the request to our address shown in the Obligation. The request must be postmarked within 10 business days of the date of this Agreement.**

IF YOU OR WE CHOOSE TO ARBITRATE, THE DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. YOU MAY NOT SEEK REMEDIES IN COURT, BRING CLAIMS ON BEHALF OF OTHERS OR HAVE A JURY TRIAL REGARDING THE DISPUTE. YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED IN ARBITRATION THAN IN A LAWSUIT. YOUR RIGHTS TO APPEAL OR CHANGE AN ARBITRATION AWARD IN COURT ARE VERY LIMITED.

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Buyer

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Co-Buyer

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Seller

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By



## 45 DAY UNCONDITIONAL GUARANTEE OF TITLE

This Guarantee of Title dated this \_\_\_\_\_ day of \_\_\_\_\_ Year \_\_\_\_\_ By and

Between:

**Wholesale Acceptance, LLC**

(Hereinafter referred to as "LENDER" and or "WAC")

And \_\_\_\_\_  
(Hereinafter referred to as "DEALER" and/or "SELLER")

For value received, the undersigned Dealer hereby unconditionally guarantees to Lender that Dealer shall be responsible for furnishing Lender satisfactory proof that Lender's first priority security interest in the below identified vehicle is timely perfected, by providing Lender the original certificate of title listing Lender as the lienholder, and is not avoidable by any party or entity, including, without limitations, a trustee in a bankruptcy proceeding. In the event the Dealer does not, for any reason, deliver said title certificate as described above to Lender within 45 days from the date of this Guarantee, the Dealer shall repurchase the associated Contract and pay Lender immediately on demand, in U.S. currency, the full amount owed on this vehicle or give Lender (at Lender's sole discretion) the option to use their own judgment in obtaining said title certificate at the expense of the Dealer. Dealer further agrees that if Dealer fails to comply with the repurchase demand as set forth above, Lender may obtain the certificate of title by any alternative means, may sell the vehicle and still hold Dealer responsible for the full amount of the repurchase amount with credit being given for the net amount received by Lender in connection with the sale of the vehicle. Dealer agrees to pay any and all costs to enforce this Guarantee of Title, including, but not limited to, reasonable attorney's fees.

Buyer (s): \_\_\_\_\_

VIN No.: \_\_\_\_\_

Year, Make, Model: \_\_\_\_\_

Seller: \_\_\_\_\_

Sellers Agent: \_\_\_\_\_

Agent's Signature: \_\_\_\_\_

Agent's Title: \_\_\_\_\_