

Yardley Financial Corp.

FINANCING CHECKLIST

Buyer: _____ Dealer: _____

Co-Buyer: _____ Date: _____

*** ALL DOCUMENTS MUST BE SUBMITTED WITHIN 5 BUSINESS DAYS OF INITIAL SALE DATE.**

DEALER PROVIDED DOCUMENTS:

YFC

- ____ COPY OF APPROVAL SHEET
- ____ ORIGINAL SIGNED CONTRACT (DEALER MUST SIGN BACK OF CONTRACT & ASSIGNMENT)
- ____ COPY OF PURCHASE ORDER / BILL OF SALE
- ____ NEED COPY OF DOWN PAYMENT RECEIPT
- ____ COPY OF SIGNED "AS IS" STICKER
- ____ ORIGINAL SIGNED CREDIT APPLICATION
- ____ LIEN RECEIPT SHOWING TITLE FILED WITH YFC LISTED (CAN FAX WHEN DEAL READY TO FUND)
(PENNSYLVANIA FIN# 54750525901 / NEW JERSEY CORP CODE# 982347231190670)
- ____ BOOKSHEET USING VIN NUMBER
- ____ ODOMETER DISCLOSURE STATEMENT
- ____ GUARANTEE OF TITLE
- ____ ORIGINAL CREDIT BUREAU (IF PULLED AT DEALER)
- ____ BANKRUPTCY TRUSTEE APPROVAL LETTER IF OPEN CHAPTER 13
- ____ SIGNED STARTER INTERRUPT DOCUMENTS BY CUSTOMER (4 PAGES)
- ____ SIGNED SERVICE CONTRACT ADDENDUM IF APPLICABLE
- ____ SIGNED ARBITRATION AGREEMENT BY ALL BUYERS
- ____ SIGNED NOTICE TO COBUYER (IF APPLICABLE)

CUSTOMER PROVIDED DOCUMENTS:

- ____ COPY OF **2 PAYSTUBS** OR PROOF OF INCOME. (PROOF MUST BE FROM THE MOST RECENT PAY PERIOD. IF SELF-EMPLOYED LAST **3 MONTHS BANK STATEMENTS** (NO NEGATIVE BALANCES OR NSF'S))
- ____ COPY OF VALID DRIVER'S LICENSE (S) @ ADDRESS FROM STATE OF RESIDENCE
- ____ PROOF OF INSURANCE ON UNIT PURCHASED (FULL COVERAGE BINDER WITH YFC LISTED AS LOSS PAYEE IF FINANCE BALANCE OVER 3000.00. (PROOF OF LIABILITY ONLY UNDER 3000.00.))
- ____ 7 PERSONAL REFERENCES COMPLETE CONTACT INFORMATION. DIFFERENT NAMES AND PHONE NUMBERS (PROVIDE ACCURATE INFORMATION – 3 REFERENCES MUST BE IMMEDIATE FAMILY)
- ____ PROOF OF ADDRESS (**2** COMPLETE UTILITY BILL ALL PAGES, CABLE, ELECTRIC, WATER ETC. MUST BE DATE WITHIN 30 DAYS OF CONTRACT & NOT PAST DUE, NOT NEEDED IF PHONE BILL IN BORROWERS NAME)
- ____ COPY OF **CURRENT** HOME PHONE BILL OR CELL PHONE (**NO PRE-PAID CELL PHONES**)
- ____ 5 YEARS RESIDENCE AND EMPLOYMENT HISTORY w/ NO GAPS IN JOBS (NO TEMP EMPLOYEES)

*** THIS SHEET MUST BE PRESENT AND COMPLETE FOR FUNDING.
PLEASE SEND COMPLETE FUNDING PACKAGE TO:**

**YARDLEY FINANCIAL CORP.
81 BIG OAK RD. #205
YARDLEY, PA 19067**

215-525-5465 * 888-736-0162 (Fax)

YARDLEY FINANICAL CORP.
Contract Assignment

This Assignment is attached to and expressly made a part of that certain Motor Vehicle Retail Installment Contract ("Contract") dated _____ by and between:

Seller: _____ Buyer: _____

It is expressly understood and agreed that **Yardley Financial Corp. (YFC)** is substituted each and every time where the name _____ appears within the Contract.

For value received Seller hereby expressly sells, assigns and transfers all of Seller's right, title and interest in the Contract, in all monies due and to become due there under, and in and to the vehicle and other property and security interests described therein, to **YFC** and/ or its successors, assigns, subsidiaries and affiliates. All representations, warranties, indemnifications, guaranties and hold harmless provisions made by Seller in the Contract, and all other terms of the assignment contained therein, are hereby made in favor of **YFC**.

This Assignment specifically includes, but is not limited to, all right, title and interest of Seller in any insurance policies and other products (and the proceeds thereof) purchased, endorsed or obtained by said Buyer(s) under the terms of the Contract. This Assignment specifically includes all right, title and interest of Seller in and to the vehicle, any property, collateral or security interest described or provided for in the Contract.

Notwithstanding anything to the contrary contained in the Contract, this Assignment, upon execution by Seller, shall assign Seller's rights in the Contract to **YFC** and not to any assignee(s) named in the Contract. This Assignment shall not be deemed to relieve Seller from any liability for the breach of any warranties, representations or agreements contained herein or in the Contract or in the Master Dealer Agreement between **YFC** and Dealer.

Seller (print) _____

Seller's Agent (print) _____

Agent's Signature _____

Title _____

Date _____

YARDLEY FINANCIAL CORP.

GUARANTEE OF TITLE

Customer Name _____

Address _____

Automobile _____

Serial Number _____

Date of Contract _____

UNCONDITIONAL GUARANTEE

In consideration of the purchase of the above referenced contract, notwithstanding the terms of the Dealer Agreement with ***Yardley Financial Corp. ("YFC")***, to which this purchase is related, the undersigned unconditionally guarantees payment to **YFC** of the full amount remaining unpaid under contract and agrees to repurchase the contract, upon demand by **YFC** whether or not the contract shall then be in default, in the event that the undersigned is unable for any reason to secure or attempt to secure a perfected first priority lien interest within 20 days, per federal law, and the title on the financed vehicle in favor of **YFC** within 90 days of the contract date.

THIS GUARANTEE OF TITLE REMAINS IN EFFECT UNTIL TITLE IS RECEIVED AND IS SUBJECT TO PAYOFF UPON REQUEST.

Lien information will be recorded as:

Yardley Financial Corp
81 Big Oak Rd.
Suite 205
Yardley, PA 19067

Dealership _____

Authorized Signature _____

Printed Name _____

Title _____

Date _____

YARDLEY FINANCIAL CORP.

HISTORY OF RESIDENCE

Starting with your current residence, please list your 5-year residence history.

Current Residence:

Land Lord _____ From _____

Address _____ Telephone _____

City _____ State _____ Zip _____

Land Lord / Mortgage Company Phone
Number _____

Previous Residence:

From _____ To _____

Address _____

City _____ State _____ Zip _____

Previous Residence:

From _____ To _____

Address _____

City _____ State _____ Zip _____

Yardley Financial Corp.

HISTORY OF EMPLOYMENT

Starting with your current employer, please list your 5-year job history.

Current Employer: _____

From _____ To _____

Address _____

Telephone _____

City _____ State _____ Zip _____

Your Position _____

Previous Employer: _____

From _____ To _____

Address _____

Telephone _____

City _____ State _____ Zip _____

Your Position _____

Previous Employer: _____

From _____ To _____

Address _____

Telephone _____

City _____ State _____ Zip _____

Your Position _____

Yardley Financial Corp.

REFERENCES

Name: _____

Phone #: _____

Address: _____

Name: _____

Phone #: _____

Address: _____

Name: _____

Phone #: _____

Address: _____

Name: _____

Phone #: _____

Address: _____

Name: _____

Phone #: _____

Address: _____

Name: _____

Phone #: _____

Address: _____

Name: _____

Phone #: _____

Address: _____

Name: _____

Phone #: _____

Address: _____

AGREEMENT TO PROVIDE PHYSICAL DAMAGE INSURANCE

LIENHOLDER:

Yardley Financial Corp
81 Big Oak Rd Suite #205
Yardley, Pa.19067

The installment contract requires the vehicle to be continuously covered with insurance against the risks of fire, theft and collision. Accordingly, I personally arranged for the required insurance through the insurance company shown below and have requested my agent to note lienholder's interest in the vehicle and endorse the policy with a loss payable endorsement in favor of the lienholder at the above address. Full coverage insurance not to exceed \$500.00 deductible.

I understand that if for any reason the below described insurance is not obtained and continuously maintained, lienholder may, at it's option, secure such insurance according to the terms of my contract or declare the contract in default. I authorize lienholder to add premium and related financing charges for such insurance to the contract balance if lienholder purchases the insurance for me.

VEHICLE INSURED:

YEAR _____ MAKE _____ MODEL _____

VIN: _____

INSURANCE COMPANY: _____

POLICY NUMBER: _____

EFFECTIVE DATES: FROM _____ TO _____

INSURANCE AGENT: _____ PHONE #: _____

AGENTS ADDRESS: _____

PURCHASERS INFORMATION:

NAMES: _____

ADDRESS: _____

INSURANCE VERIFY BY: _____

**** NOTE TO CUSTOMER, A COPY OF THIS FORM WILL BE USED TO CONTACT YOUR AGENT AND TO VERIFY THE INSURANCE INFORMATION PROVIDED.****

PURCHASER SIGN: _____ DATE: _____

CO-PURCHASER SIGN: _____ DATE: _____

DEALERSHIP SIGNATURE: _____

YARDLEY FINANCIAL CORP

Ph: 215-525-5465 / Fax: 215-736-0162

CUSTOMER: _____

VEHICLE: _____

DATE SOLD: _____

WELCOME TO YARDLEY FINANCIAL CORP.!

YOUR FIRST PAYMENT WILL BE DUE ON: _____

PLEASE MAIL YOUR FIRST PAYMENT TO:
YARDLEY FINANCIAL CORP.
81 BIG OAK RD.
SUITE 205
YARDLEY, PA 19067

THE FOLLOWING CIRCLED DOCUMENT (S) MUST BE RETURNED
TO THE DEALERSHIP NO LATER THAN: _____

Phone bill
Proof of income
5 Yr. Work history
Other: _____

Driver's license
10 complete references
5 Yr. Residence history

CUSTOMER PHONE #'s

(H) - ()
(C) - ()
(W) - ()

X _____
Customer signature

X _____
Dealer signature

YARDLEY FINANCIAL CORP

81 Big Oak Rd.
Suite 205
Yardley, PA 19067

BOOK OUT SHEET:

Date: _____ Dealer: _____

Customer: _____

AUTO INFORMATION:

Year _____ Make _____ Model _____ Mileage _____

Used Base Book Value: \$ _____

Vin # _____

Please Check if Applicable:

_____ Mileage (add/deduct) \$ _____	_____ 6 Cyl Engine	\$ _____
_____ Air Conditioning \$ _____	_____ 8 Cyl Engine	\$ _____
_____ Power Steering \$ _____	_____ AM/FM Radio	\$ _____
_____ Power Door Locks \$ _____	_____ CD Player	\$ _____
_____ Power Windows \$ _____	_____ Sunroof (Flip Up)	\$ _____
_____ Tilt Steering Wheel \$ _____	_____ Power Sunroof	\$ _____
_____ Cruise Control \$ _____	_____ ABS	\$ _____
_____ Auto Transmission \$ _____	_____ 4 Wheel Drive	\$ _____
_____ Manual Trans \$ _____	_____ Other	\$ _____
_____ 4 Cyl Engine \$ _____	_____ Other	\$ _____

Total Adjusted Wholesale Value: \$ _____

Trade-In Information:

Year _____ Make _____ Model _____

Mileage _____

Trade Allowance: \$ _____ Payoff: \$ _____

Total Sale Price: \$ _____

Cash Down: \$ _____

Net Trade: \$ _____

Unpaid Balance: \$ _____ Payoff To: _____

Dealer Signature: _____

YARDLEY FINANCIAL CORP.
81 BIG OAK RD.
SUITE 205
YARDLEY, PA 19067

**PASSTIME PAYMENT ASSURANCE SYSTEM
DISCLOSURE STATEMENT AND AGREEMENT FOR INSTALLATION**

Buyer(s) Names: _____ Date: _____

Vehicle Description: _____
Year Make Model Vehicle Identification Number (VIN)

Pursuant to the Retail Installment Sale Contract (the "Contract") that I signed in connection with my purchase of the above-described vehicle (the "Vehicle"), dated the same date as this Passtime Payment Assurance System Disclosure Statement and Agreement for Installation (this "Agreement"), I understand that the Vehicle I am purchasing is equipped with the PASSTIME PAYMENT ASSURANCE ELECTRONIC DEVICE (the "Device"). The Device is designed to ensure that I make my payments on time as required by the Contract. The Device includes an electronic timer that must be reset by entering a new code if the Device is activated. **If I fail to make a scheduled payment on or before the due date, I will not be able to enter a new code and the Vehicle will not start.**

PLEASE READ AND SIGN BELOW TO INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THE FOLLOWING TERMS REGARDING THE INSTALLATION OF THE PASSTIME PAYMENT ASSURANCE DEVICE, YOUR OBLIGATIONS CONCERNING MAKING PAYMENTS UNDER THE CONTRACT AND THE CONSEQUENCES OF FAILING TO MAKE A PAYMENT:

1. I understand that installing and maintaining the Device in the Vehicle is a material condition for the Dealership to finance the purchase of the Vehicle. I further understand that I may be able to purchase a vehicle from another dealership that may not require installation of the Device, but I am choosing to purchase this Vehicle and I consent to having the Device installed.

Buyer: Co-Buyer:

2. I have been provided with the PASSTIME CUSTOMER OPERATING INSTRUCTIONS, which explain how the Device operates, my obligations with respect to the use of the Device and the procedures for obtaining emergency codes.

Buyer: Co-Buyer:

3. I understand that the Device is the property of the Dealership or its designated assignee. I further understand that if I tamper with, alter, disconnect or remove the Device, I will be considered in default under this Agreement and my Contract.

Buyer: Co-Buyer:

4. I understand that if a scheduled payment is not received by the Dealership or its designated assignee on or before the due date, **the Vehicle will not start.**

Buyer: Co-Buyer:

5. I understand that if the Device is not reset (i.e. I obtain and enter a new code) after my payment is received, **the Vehicle will not start.**

Buyer:

Co-Buyer:

6. I understand that, in the event of an emergency, I have been provided with at least one emergency code good for 24 hours of operation of the Vehicle per code. I understand that to obtain assistance regarding entry of emergency codes or have someone dispatched to assist me in the case of an emergency, I have been provided with a 24-hour hotline number.

Buyer:

Co-Buyer:

7. I understand that if I tamper with, alter, disconnect or remove the Device from the Vehicle, I may be liable for the cost to replace or repair the Device, unless prohibited by law.

Buyer:

Co-Buyer:

8. I understand that the Dealership has the right to assign its rights, title and interest in the Contract at any time. The assignment of the Contract by the Dealership will not in any way affect the terms and conditions of this Agreement.

Buyer:

Co-Buyer:

9. I understand that only the Dealership or its authorized representatives are permitted to perform maintenance on the Device or any of its components. Should maintenance or repair be required, I agree to make the Vehicle available to the Dealership or its representatives during their normal business hours. I understand that the Dealership shall have full responsibility for the cost of all repairs to the Device, except for repairs caused by my tampering with, altering, disconnecting or removing the Device.

Buyer:

Co-Buyer:

10. I understand that I may choose to purchase the Device after I have made all payments due under the Contract at a price to be determined and agreed upon by the Dealership and me. If I choose to purchase the Device after paying all sums due under the Contract, I will contact the Dealership to do this. If I do not choose to purchase the Device at that time, the Device will be removed from the Vehicle by the Dealership, or otherwise made inoperable so that it will have no effect on the operation of the vehicle, at no charge to me.

Buyer:

Co-Buyer:

11. I understand that I will be provided 1 (one) remote Keypad. Replacement Keypads are \$ _____ each.

Buyer:

Co-Buyer:

NOTICE: Do not sign this Disclosure Statement and Agreement for Installation without reading it first. By signing below, you are acknowledging that you have been given the opportunity to read this document and the PASSTIME CUSTOMER OPERATING INSTRUCTIONS and have had any questions regarding the Device answered to your satisfaction. You are further acknowledging that you fully understand and agree to be bound by all of the terms and conditions set forth herein. This Agreement is hereby incorporated by reference into the Contract.

Buyer

Authorized Dealership Representative

Co-Buyer

**YARDLEY FINANCIAL CORP.
81 BIG OAK RD.
SUITE 205
YARDLEY, PA 19067**

Buyer Understands That There May Be A Payment Guarantee Device Known As “Passtime” Installed On The Vehicle As A Condition Of Sale. Buyer Understands That If He/She Does Not Make All Payments As Required Under This Agreement, THIS DEVICE WILL PREVENT THE VEHICLE FROM BEING STARTED. Buyer Agrees To Sign All Disclosure Forms Attached, And Further Understands And Agrees That These Forms Are A Part Of This Contract And Are Incorporated Herein As Though Fully Set Forth.

BUYER

Date

**YARDLEY FINANCIAL CORP.
81 BIG OAK RD.
SUITE 205
YARDLEY, PA 19067**

SERVICE CONTRACT ADDENDUM

Service Contract No: _____

Administrator: _____

Selling Dealer: _____

I acknowledge that I understand that the purchase of Service Agreement is optional and is not necessary in order to finance or purchase a vehicle.

Date: _____

(Customer Signature)

**YARDLEY FINANCIAL CORP.
81 BIG OAK RD.
SUITE 205
YARDLEY, PA 19067**

Limited Power of Attorney

Known by all men, _____, that I/We have made, constituted and appointed, and by these presents do make, constitute and appoint _____ . My/Our true and lawful attorney for me/us and in my/our name (s), place (s) and stead (s) to execute any and all applications for assignments of Certificate of Title, Registration and license plates for the _____, Vin# _____ . Giving and granting unto my/our said attorney full power and authority to do and perform every act and thing what-so-ever, requisite and necessary to be done, as fully to all intents and purposes as I/we might or could do as if personally present.

Owner

Co-Owner

Subscribed and sworn to be this

_____ Day of _____, 20__

Signature of Notary

ARBITRATION AGREEMENT

This Arbitration Agreement significantly affects your rights in any dispute with us. Please read this Arbitration Agreement carefully before you sign it.

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT.**
2. **IF A DISPUTE IS ARBITRATED, YOU AND WE WILL EACH GIVE UP OUR RIGHT TO A TRIAL BY THE COURT OR A JURY TRIAL.**
3. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US.**
4. **THE INFORMATION YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.**
5. **OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**
6. **EVEN IF A DISPUTE IS ARBITRATED, WE CAN STILL REPOSSESS YOUR VEHICLE IF YOU DO NOT HONOR YOUR CONTRACT AND YOU OR WE MAY SEEK PROVISIONAL REMEDIES FROM A COURT.**

In this Arbitration Agreement, "you" and "your" refer to the customer(s) signing below, and "we" "us" and "our" refer to the Seller signing below. This Arbitration Agreement is, by this reference, incorporated into and becomes a part of the Retail Installment Contract and/or Purchase Agreement between you and us signed on the date below.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause and the arbitrability of any issue), between you and us or our employees, agents, successors or assigns, which arises out of or relates in any manner to the purchase and financing of your vehicle or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election (or the election of any such third party), be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated on an individual basis and not as a class action, and **you expressly waive any right you may have to arbitrate a class action (this is called the "class action waiver")**.

You may choose the applicable rules of either the American Arbitration Association (1-800-778-7879) or the National Arbitration Forum (1-800-474-2371). We waive the right to require you to arbitrate an individual (as opposed to a class) claim if the amount you seek to recover, including attorneys' fees and expenses, is less than \$2,500. You may obtain a copy of the rules of these organizations by calling the numbers indicated or by visiting their web sites.

The arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules. The arbitration award shall be in writing, but without a supporting opinion. The arbitration hearing shall be conducted in the federal district in which you reside, unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. If you demand arbitration first, you will pay one half of any arbitration filing fee. We will pay the rest of the filing fee, and the whole filing fee if we demand arbitration first or if the arbitrator determines that applicable law requires us to do so or that you are unable to do so or that we must do so in order for this Arbitration Agreement to be enforceable. We will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. We will advance costs and fees on your behalf if directed to do so by the arbitrator, subject to later allocation by the arbitrator. ***We will also pay any fees and charges that the arbitrator determines that we must pay in order to assure that this Arbitration Agreement is enforceable.*** The arbitrator shall decide who shall pay any additional costs and fees.

The arbitrator's award shall be final and binding on all parties, except that in the event of an award of zero or in excess of \$100,000, or in the event of a grant of injunctive relief, the losing party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel.

This Arbitration Agreement relates to a contract that evidences a transaction involving interstate commerce. Any arbitration under this Arbitration Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.).

Both you and we retain the right to exercise self-help remedies and to seek provisional remedies from a court. Neither you nor we waive the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

If any part of this Arbitration Agreement other than the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder shall be enforceable. If the Class Action Waiver is found by a court or arbitrator to be unenforceable, the remainder of this Arbitration Agreement shall be unenforceable. This Arbitration Agreement shall survive the termination of any contractual agreement between you and us, whether by default or repayment in full.

Date: _____ Buyer(s): _____
Seller: _____ By: _____
By: _____ By: _____

NOTICE TO CO SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay this debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay, you may also have to pay late fees or collection costs, which will increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you. If this debt is ever in default, the fact that may become a part of YOUR credit record.

This notice is not the contract that makes you liable for the debt.

(Signature of Cosigner)

(Date)