

<u>Renter/Buyer Name</u> Kevin Wayne Hensley	<u>Address</u> 15 Fairway Rd, Jax Beach Fl 32250	<u>DOB</u> 10/9/1966	<u>License</u> H524-519-66-369-0		
<u>Vehicle Identification Number (VIN)</u> <b>1FDNF20598ED00254</b>	<u>Year</u> <b>2008</b>	<u>Make</u> <b>Ford</b>	<u>Model</u> <b>F250</b>	<u>Body Type</u> <b>WorkTruck</b>	<u>Color</u> <b>White</b>

This agreement is made by and between the ("RENTER/BUYER") and Auto Help Corporation ("AutoHelp") under the following terms and conditions WHICH constitute the entire agreement between the parties.

I/we agree that the previous contract has a balance due of \$14,796. I/we understand that after making 13 payments of \$431 from 11/18/2020 to 2/5/2021, the principal balance was reduced by \$3,900 which is \$300 X 13. I/we agree the NEW principal balance is now \$10,896.

I/we agree that the previous contract required a total of 13 payments of \$431. I/we agree that as of 2/4/21, only 11 of 13 payments have been made. I/we understand that two more payments of \$431 are due on 2/5/21.

I/we agree to pay a weekly rent to own ("RTO") payment of \$318 every Friday until the end of the term; ("2/26/21 – 3/11/22"), a subtotal of 55 weeks.

I/we agree to make the first payment of \$318 on Friday 2/26/21.

I/we understand that there are 21 days of interest and finance fees that subtotal \$357 from 2/5/21 to 2/26/21 that will be due on 3/18/22, one week after the Renter/Buyer has made the last weekly payment of \$318. I/we understand that 21 days of interest equals \$252 and 3 weeks of finance fees equals \$105; a subtotal of \$357 of deferred interest and finance fees.

I/we understand that the weekly payment of \$318 includes \$199/wk principal, plus \$35/wk for finance fees and \$12/day or \$84/wk for interest fees.

I/we understand that AutoHelp will accept the cumulative RTO payments made during the Fixed Term by the Renter/Buyer as the consideration to purchase the vehicle and apply the payments first to unpaid interest, second to unpaid weekly finance fees, third to unpaid extension fees (if any), and lastly the payments will be applied to the principal balance of **\$10,896**.

I/we agree to pay the usual and customary title, registration and plate production costs and fees, and taxes, within 10 business days of making the last \$318 weekly payment and the \$357 "deferred" interest and finance fees from February of 2021.

I/we understand the usual and customary costs to take ownership shall include, but not be limited to; the cost to (i) transfer a plate, (ii) register a new plate, (iii) transfer the title and produce the registration, (iv) taxes, (v) any other DMV related costs associated to the transfer of title.

I/we agree to properly label each Cashapp payment. I/we agree to enter "RTO" in the description box in the Cashapp, which stands for "Rent-To-Own" and I/we agree to include the corresponding number (RTO #1, RTO #2...) for the payment that is due for that week.

I/we understand that making additional payments can speed up the payoff timeline, but will not decrease the balance owed or the number of payments that must be paid.

Renter/Buyer shall make the RTO payments each week with CashApp by 5pm on the same day ("**Friday**").

I/we understand that at the end of the Fixed Term, after all payments have been paid and all balances have been satisfied, I/we will have the opportunity to complete the title transfer paperwork and pay the usual and customary costs associated to the transfer of title, registration and tag production.

I/we agree that payments made during the Fixed Term are "credited" to me as the consideration to purchase. I/we shall be responsible for exercising the option to take ownership by providing notification to AutoHelp within 24 to 48 hours of making the final payment.

I/we agree that if the vehicle is returned, this agreement will be terminated by AutoHelp. It is understood that the consideration shall be canceled, and I/we shall not receive any form of reimbursement or payment from AutoHelp.

I/we agree to maintain the Insurance Coverages required as listed on this web link: [wehelpfoundation.com/ins.html](http://wehelpfoundation.com/ins.html) – I/we certify that we have read the information on this page/link and have secured and will continue to maintain the proper insurance.

I/we agree to provide proof of continued Insurance Coverage each month. I/we understand that if proof of coverages are NOT provided when requested, AutoHelp will deactivate the vehicle and initiate repossession procedures.

I/we agree that AutoHelp should NOT have to chase me/us down for payments. I/we agree to contact AutoHelp before 5pm if I/we know that the payment is NOT going to be paid, to discuss payment options or prepare for the surrender of the vehicle.

I/we agree that if the payment is NOT paid by 5pm on the day it is scheduled to be paid, AutoHelp will attempt to contact me/us with a phone call and/or send a one-time courtesy text notification. I/we understand that if I/we fail to reply within one hour, AutoHelp may initiate the repossession process.

I/we agree that if AutoHelp has to repossess the vehicle, I/we will be responsible for the costs (a minimum of \$500), in order to get the vehicle back.

I/we agree that Smoking or Vaping is NOT allowed in the vehicle. I/we agree that transporting animals or pets in the vehicle is not allowed.

I/we agree that only insured driver(s) are allowed to operate the vehicle.

I/we agree that modifications to the vehicle are NOT allowed (without permission). Adding window tint, changing the stereo or changing the rims on the vehicle are examples of modifications that may be permitted, but must be coordinated with AutoHelp PRIOR to the modification taking place. I/we understand that un-approved modifications will be grounds for default and as a result AutoHelp will be required to take possession of the vehicle and terminate this Agreement.

In the event I/we default under this agreement, in addition to any other remedies available to AutoHelp at law or in equity, AutoHelp shall have the option to terminate this agreement and all rights hereunder.

I/we agree that if an accident occurs, if I/we are capable, I/we will contact the Service Team as soon as the accident happens to get instructions on how to handle the insurance claim.

If the vehicle is stolen, involved in an accident and/or damaged and considered a "total-loss", I/we agree to pay AutoHelp the entire unpaid balance less any proceeds paid by an insurance company. I/we agree to pay any towing, storage and/or impound fees, or any other costs incurred by AutoHelp to recover and/or repair the vehicle.

If the vehicle is involved in an accident whereby I am/we are determined to be "At-Fault", that I/we will accept all liability for damages to all parties involved. I/we understand this includes physical damages to my/our vehicle and other vehicle as well as any other form of loss that may be levied against me/us as a result of the "At-Fault" incident.

I/we agree to contact the Service Team the moment I/we notice a mechanical problem with the vehicle, before continuing to drive the vehicle.

I/we agree to perform regular routine maintenance on the vehicle with AutoHelp. I/we agree that if I/we fail to bring the vehicle in when requested by AutoHelp, for maintenance purposes, the vehicle will be disabled and repossessed.

I/we agree that AutoHelp shall perform all inspections prior to any repairs or maintenance being completed, from offsite shops or dealerships.

I/we agree that the plate affixed to the vehicle belongs to AutoHelp. I/we agree to pay the replacement costs should the plate be stolen or lost while in my/our possession.

I/we understand that the balance owed at any point in time is determined by deducting the total number of payments paid from the total number of payments due, and that difference is the payoff or "balance-due".

I/we agree the vehicle shall NOT be used for any illegal purposes; in any reckless manner; in a street race or speed contest; or allow the vehicle to be used to tow or push anything.

I/we agree to operate the vehicle on a paved road avoiding unpaved roads.

I/we agree carrying passengers in excess of the number of seat belts is strictly prohibited.

I/we shall not attempt to assign this agreement to another person or entity and/or attempt to sublease this vehicle.

I/we shall NOT store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.

I/we understand that AutoHelp has installed a gps tracking system in the vehicle which will be used to track the location of the vehicle.

I/we understand that AutoHelp has installed an ignition kill system that can be activated for failure to make payments on time, for traveling outside of the 5 counties, or for failure to meet the obligations of this agreement.

I/we understand that the continued operation or prolonged possession of the vehicle without payment or subjection to this agreement, will result in the vehicle being reported stolen. I/we agree that failure to return the rental vehicle upon expiration of the rental period or within 1 hour of the payment being due; and failure to pay all amounts due (including costs for damage to the vehicle) are evidence of abandonment or refusal to redeliver the vehicle, punishable in accordance with section 812.155, Florida Statutes.

I/we agree that the vehicle shall NOT be driven or taken outside of the following counties: Duval, Clay, Nassau, Baker, St. Johns or Putnam. I/we understand that I/we have permission to operate this vehicle within these counties only.

I/we agree to pay tolls, parking or any other violations that occur during the term, whether I/we are at fault or not.

I/we agree that if the key or remote is lost/stolen, that I/we shall be responsible for the replacement costs of \$300.

I/we agree to purchase seat covers for the vehicle and bring the covers to AutoHelp for installation, prior to taking possession of the vehicle. I/we agree to keep seat covers installed on all seats within the vehicle. I/we agree to purchase seat covers that completely cover and protect the seats.

I/we consent to having calls and/or in person conversations recorded. I/we agree that recordings may be used in a court-of-law against me/us, as evidence or for any legal matter pertaining to this agreement.

I/we consent to receiving text and email notifications about updates and/or changes to the terms of this agreement and the program.

I/we grant and appoint AutoHelp a Limited Power of Attorney: to present insurance claims of any type to an insurance carrier; for cases where the vehicle is damaged, lost or stolen, for any liability claims that may arise in connection with this transaction; where I/we fail to defend, indemnify and hold AutoHelp harmless from a claim; to endorse my/our name to entitle AutoHelp to receive insurance payments directly for claims, damages, liabilities or payments.

I/we agree to deliver to AutoHelp any pleading or notifications relating to any claims, suits or proceedings arising from an accident, theft or altercation with this vehicle. I/we agree to cooperate with AutoHelp fully in the event of a claim or proceeding. I/we accept responsibility for damages to, loss, or theft of the vehicle, regardless of fault or negligence.

I/we shall defend, indemnify and hold AutoHelp and the We Help Foundation from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred during the operation of the vehicle.

I/we understand that if the vehicle needs to be repaired that AutoHelp will NOT charge a diagnostic fee. I/we understand that AutoHelp will use its best effort to determine what the issue is and what it would cost to repair, at no charge to me/us.

I/we understand that the time-frame at which AutoHelp is able to schedule and complete a diagnostic of a vehicle and/or complete repairs is subject to the existing number of vehicles already scheduled for repairs or inspections.

I/we understand that this plan gives me/us access to deeply discounted parts without a markup. If the technician confirms that he/she can complete the repair to the vehicle, I/we will purchase the parts. I/we understand that AutoHelp has access to suppliers who can provide parts for a vehicle at lower than market average prices and pass those discounted price savings directly to me/us. I/we understand that AutoHelp will NOT mark up the cost of a part to make a profit.

I/we understand that I/we will have access to deeply discounted labor pricing. After the technician completes the diagnoses, he/she will look up the standard retail rate for a repair, (what anyone would expect to pay at a dealership) and disclose that pricing information to me/us. I/we will be able to compare that to a much lower price or cost for labor that is being offered. If the technician confirms that he/she can complete the repair I/we will be responsible for paying the discounted labor rate.

I/we understand that AutoHelp may offer a payment plan to me/us. **I/we understand that a payment plan is not automatically offered.** I/we understand that it is our responsibility to pay for the parts and labor. I/we understand, that in some cases, AutoHelp may allow me/us to break up the costs of either parts or labor into a weekly or bi-weekly payment arrangement, but NOT both parts and labor.



I/we understand that AutoHelp is extending this no-cost "Service-Agreement" and "Service-Plan" to me as a courtesy.

I/we understand that the service plan and this agreement is not a "Warranty" but rather an affordable plan designed to help me/us pay for the maintenance and repair of the vehicle.


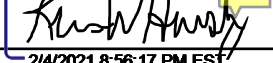

I/we agree to contact AutoHelp bi-weekly for inspections and use this plan for the maintenance of this vehicle. I/we agree to contact the service team at the number provided PRIOR to having any inspections or repairs completed by a shop or dealership.

I/we understand that it is my/our responsibility to keep up with the regular maintenance of this vehicle and that if I/we do NOT bring the vehicle in for maintenance when requested by AutoHelp, the vehicle will be disabled and repossessed, and I/we will be responsible for all costs associated to taking possession of the vehicle (a minimum of \$500).

I/we understand that I/we are responsible for any and all repairs to this vehicle and agree to use this Service Plan in good faith to keep up with the maintenance of this vehicle.

I/we affirm that I/we drove the vehicle prior to completing this transaction AND agree that the vehicle is performing as it should without any mechanical issues; therefor I/we agree that if the vehicle develops any mechanical or electrical issues, I/we shall use this service plan as intended to repair said issues.

I/we understand that if my vehicle develops mechanical issues, OR is involved in an accident, that I/we will be responsible for the payments while the vehicle is being repaired. I/we understand that failure to continue making payments will constitute a breach of this agreement.

    
2/4/2021 8:56:17 PM EST  
Primary Renter/Buyer

02/04/2021

Secondary Renter/Buyer



I/we understand that the time-frame at which AutoHelp is able to schedule and complete a diagnostic of a vehicle and/or complete repairs is subject to the existing number of vehicles already scheduled for repairs.

I/we understand that if the vehicle is paid-in-full and there are no payments or outstanding balances between the parties, that all parts and labor costs will be paid by me/us upfront, prior to any repairs being completed, OR the vehicle will remain in our possession until such time that any outstanding balances are paid in full.

I/we understand that prior oral statements, negotiations, communications or representations about the maintenance and repair of this vehicle, are not binding and are superseded by this agreement.

I understand that this Agreement does NOT bind AutoHelp or the We Help Foundation to any repairs. I/we understand that AutoHelp reserves the exclusive right to accept or decline to work on any vehicle.

I/we have examined the statements in this agreement and agree with all contents thereof.

    
02/04/2021  
2/4/2021 8:56:18 PM EST  
Primary Renter/Buyer

Secondary Renter/Buyer