

Customer Name and Address: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Creditor Name and Address: Covington Capital Corporation  
954 East North Union Avenue,  
Suite B-102  
Midvale, Utah 84047

Vehicle Description: \_\_\_\_\_  
\_\_\_\_\_

**GPS/STARTER INTERRUPT DEVICE  
CUSTOMER AGREEMENT AND DISCLOSURE STATEMENT**

**IMPORTANT: YOU SHOULD CAREFULLY REVIEW THIS ENTIRE AGREEMENT AND DISCLOSURE. THIS AGREEMENT AND DISCLOSURE DETAILS YOUR CONSENT TO HAVE A GPS/STARTER INTERRUPT DEVICE INSTALLED ON YOUR VEHICLE AND DESCRIBES THE CONSEQUENCES OF FAILING TO MAKE TIMELY PAYMENTS. THIS AGREEMENT AND DISCLOSURE, WHEN SIGNED BELOW, IS INCORPORATED INTO AND BECOMES PART OF THE INSTALLMENT SALE CONTRACT, SECURITY AND DISCLOSURE AGREEMENT ENTERED INTO BY THE CUSTOMER AND CREDITOR IDENTIFIED ABOVE.**

Pursuant to the Installment Sale Contract (“Contract”), Security and Disclosure Agreement entered into by you and us for the purchase of the vehicle described above (“Vehicle”), the Customer (“you” and “your”) and the Creditor (“we”, “us” and “our”) hereby enter into this GPS/Starter Interrupt Device Customer Agreement and Disclosure (this “Agreement and Disclosure”) regarding the installation and operation of a Starter Interrupt Device with Global Positioning Satellite (“GPS”) capabilities and related monitoring equipment (“Device”). By signing this Agreement and Disclosure below, you acknowledge and agree that we may install and use the Device in the Vehicle.

**A. Description of the Device**

In addition to certain other functionality that may be available to you, and subject to any grace or cure periods and any notice required by applicable law, the Device permits us to prevent the Vehicle from restarting if we do not receive a full payment on or before its scheduled due date or if you otherwise are in default of your obligations under the Contract, which may include, without limitation, failure to maintain insurance as required by the Contract. The Device includes GPS functionality that also allows us to locate the Vehicle in the event we need to repossess the Vehicle due to your default. The GPS capabilities may also permit us to locate the Vehicle if it is ever stolen and you report the theft of the Vehicle to us.

We will extend credit to you pursuant to the Contract only if you agree to the installation of the Device in the Vehicle. Though the installation is a condition to our extension of credit to you,

you are free to obtain a vehicle or vehicle financing from another source that does not require installation of the Device.

The Device is our property and does not become part of the Vehicle upon installation. We own the Device and we will continue to own the Device until your Contract is fully satisfied and we elect to remove the Device from the Vehicle. You will not be charged for the cost of maintaining or removing the Device (except, to the extent not prohibited by applicable law, costs associated with repairing or replacing the Device due to your tampering with, altering, or destroying of the Device). The Device may only be removed, if at all, after you satisfy all of the obligations under your Contract, including payment in full for the Vehicle. To have the Device removed after you satisfy all obligations under the Contract, you must contact us at Covington Capital Corporation, 954 East North Union Avenue, Suite 102, Midvale, Utah 84047, (801) 255-6847 and request that we make arrangements with you to remove the Device.

As the owner of the Device, only we, or our authorized representatives, are permitted to repair or perform maintenance on the Device. You must make the Vehicle available to us or our authorized representative in the event maintenance or repair work is required. If someone other than us tampers with, alters, disconnects, destroys or removes the Device from the Vehicle, we may charge you a \$200.00 tampering fee.

By signing below, you agree that we may perform periodic checks of the Vehicle's location for the purpose of ensuring that the Device continues to function as intended and that the Device has not been tampered with, altered or destroyed.

## **B. If You Default**

If we do not receive a full payment from you on or before the scheduled due date, you will be in default of your obligation under the Contract to make timely payments. (You may also be in default under the Contract for other reasons, such as failing to maintain insurance on the Vehicle.) We may also declare a default under the Contract if you tamper with, alter, disconnect, remove or destroy the Device, to the extent not prohibited by applicable law.

If you default, subject to any grace period, right to cure, or notice requirements you may have under applicable Utah law, we may track the Vehicle's location and/or disable the Vehicle's starter from a remote location. If we disable the Vehicle's starter, you will be unable to restart the Vehicle until you have paid us the amount necessary to bring your payments current under the terms of the Contract, and any applicable reactivation fees, or have otherwise cured the default. To compensate us for the expense, time and costs associated with disabling and, if we choose, reactivating the Vehicle's starter, we may charge you a \$75.00 reactivation fee.

If, after we disable the Vehicle's starter, you fail to cure the default, we may take any action permitted under applicable law, including THE RIGHT TO REPOSSESS THE VEHICLE. We may use the Device's GPS technology to locate the Vehicle for this purpose and any other purpose not prohibited by applicable law.

**C. Rights of Assignees of the Contract**

We are permitted to exercise any and all of our rights, title and interests under the Contract at any time. If the Contract is assigned, the holder of the Contract will have all of our rights under the Contract, including those incorporated into the Contract by this Agreement and Disclosure.



3. I understand that Creditor has the right to assign its rights, title, and interest in the Contract and this Agreement and Disclosure at any time and such an assignment will not in any way affect the terms and conditions of this Agreement and Disclosure or any other terms of the Contract.

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Customer # 1 Signature                      Date

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Customer # 1 Signature                      Date

4. I understand and agree that tampering with, altering, disconnecting, destroying, or removing the Device is considered an event of default under the Contract and if I tamper with, alter, disconnect, destroy or remove the Device from the Vehicle, the Creditor has all the rights and remedies available under Utah law for the default, including the right to disable the Vehicle's starter, the right to track the Vehicle's location, or the RIGHT TO REPOSSESS THE VEHICLE. I also understand and agree that if I tamper with, alter, disconnect or remove the Device from the Vehicle, I will be liable for the costs to replace or repair the Device, to the extent permitted by applicable law. I understand that the Creditor will charge me a \$200 fee for tampering with, altering, disconnecting, destroying, or removing the Device from the Vehicle.

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Customer # 1 Signature                      Date

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Customer # 1 Signature                      Date

5. I understand and agree that, unless prohibited by Utah law, if a scheduled payment is not received by the Creditor, and any grace or cure period under Utah law has expired, THE VEHICLE'S STARTER MAY BE DISABLED AND WILL NOT RESTART until the payment is received by the Creditor. I understand that if the Vehicle's starter is disabled because I do not make a scheduled payment, and I later become current on my payments, the Creditor may charge me a \$75.00 reactivation fee to restart the Vehicle.

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Customer # 1 Signature                      Date

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Customer # 1 Signature                      Date

