



**LESSEE INFORMATION**

Last Name		First Name	Middle Initial	
Street Address	Apt.	City	State	ZIP Code
Email		Phone Number		

**CO-LESSEE INFORMATION**

Last Name		First Name	Middle Initial	
Street Address	Apt.	City	State	ZIP Code
Email		Phone Number		

**COVERED VEHICLE INFORMATION**

Make	<b>Cadillac</b>	Model	Year
Vehicle Identification Number (VIN)		Current Odometer Reading	
<input type="checkbox"/> New <input type="checkbox"/> CPO <input type="checkbox"/> Pre-Owned		MSRP \$	

**DEALER INFORMATION**

Name		Dealer Number		
Street Address				
City	State	ZIP Code	Phone Number	

**LENDER/LESSOR INFORMATION**

Name	<b>ACAR Leasing</b>						
Street Address	<b>4001 Embarcadero Drive</b>	City	<b>Arlington</b>	State	<b>TX</b>	ZIP Code	<b>76014</b>

**LEASE AGREEMENT/LIMITED WAIVER ADDENDUM INFORMATION**

Lease Agreement Term (in months)	Lease Inception Date	Scheduled Lease Termination Date
<input type="checkbox"/> Optional Light Duty Commercial Use Coverage (By checking this box, Lessee acknowledges that the Covered Addendum Retail Price \$ Vehicle will be used for a purpose defined under the Light Duty Commercial Use Coverage section. Coverage for Light Duty Commercial Use is excluded, unless this box is selected and the applicable surcharge is paid by Lessee.)		

**THE PURCHASE OF THIS CADILLAC XS WEAR LEASE PROTECTION LIMITED WAIVER ADDENDUM IS OPTIONAL AND WILL NOT BE A FACTOR IN THE LEASE PROCESS OR THE CREDIT APPROVAL PROCESS. NEITHER THE EXTENSION OF CREDIT, THE TERMS OF THE CREDIT, NOR THE TERMS OF THE RELATED MOTOR VEHICLE LEASE MAY BE CONDITIONED UPON THE PURCHASE OF THIS ADDENDUM. THIS ADDENDUM IS NOT AN INSURANCE CONTRACT. THIS IS NOT AN AUTOMOBILE LIABILITY OR PHYSICAL DAMAGE INSURANCE POLICY. SEE IMPORTANT TERMS AND CONDITIONS ON THE FOLLOWING PAGES.**

**CADILLAC XS WEAR LEASE PROTECTION Limited Waiver Addendum Coverage**

This Cadillac XS Wear Lease Protection Limited Waiver Addendum ("Addendum") is entered into by the Lessee and the Lessor, both as described above. This Addendum amends the terms of Your Motor Vehicle Lease Agreement ("Lease Agreement") in accordance with the terms and conditions contained herein, and is a part thereof. You are responsible to Lessor under the terms of the described Lease Agreement for the amount of any charges defined as Excess Wear and Tear in the Lease Agreement that are, or may be, assessed by Lessor at the time the Covered Vehicle, as described on this Registration Page, is turned in. Subject to the terms of this Addendum, We will waive the Excess Wear and Tear charges assessed at the time You turn in the Covered Vehicle, if any, up to a maximum of \$5,000 for all Excess Wear and Tear charges combined, up to \$1,000 for any single line item Excess Wear and Tear charge, up to \$150 in the aggregate for all missing items Excess Wear and Tear charges and up to a maximum of \$400 for excess mileage charges. There is no required deductible that must be met prior to obtaining a Waiver Benefit under this Addendum. To obtain the Waiver Benefit provided hereunder, You must turn in the Covered Vehicle to Us or to Our designee any time prior to, or, if the Lessor agrees to grant an extension, within one (1) year after the original Scheduled Lease Termination Date.



I (Lessee), whose signature appears below, acknowledge that the information contained above is, to the best of my knowledge, true. I have read this Addendum in its entirety and I understand that I am entering into a contractual agreement with the Lessor. I understand and agree to all of the provisions, terms, and conditions contained herein, including the exclusions, cancellation and transfer sections which are available electronically at [addedprotection.info/3JFntBV](http://addedprotection.info/3JFntBV), by scanning the QR code, or in paper copy from the Seller upon request. I agree to purchase this Addendum and I elect to have the Lessor modify my Lease Agreement, as detailed herein, in exchange for payment of the Addendum Retail Price listed above. I understand that this Addendum has been issued in accordance with the information contained on this Registration Page. The terms of this Addendum are in addition to any other Lease Agreement requirements and, except for Our agreement to waive some or all of Your Excess Wear and Tear charges, do not supersede other terms and conditions of the Lease Agreement. All other terms and conditions of the Lease Agreement remain in full force and effect, but, if a conflict exists between the terms and conditions of the Lease Agreement and the terms and conditions contained in this Addendum (other than with respect to Excess Wear and Tear charges), the Lease Agreement shall control. The purchase of this Addendum is not a replacement for physical damage insurance or any other insurance on the Covered Vehicle which may be required by the Lease Agreement.

**THE TERMS AND CONDITIONS CONTAINED HEREIN ARE THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES. NO ORAL REPRESENTATION OR STATEMENT SHOULD BE RELIED UPON BY YOU. THIS CADILLAC XS WEAR LEASE PROTECTION LIMITED WAIVER ADDENDUM IS OPTIONAL, IS NOT A CONDITION OF LEASING THE COVERED VEHICLE, AND IS BEING PROVIDED FOR AN ADDITIONAL CHARGE TO COVER YOUR RESPONSIBILITY FOR ANY EXCESS WEAR AND USE TO THE LEASED COVERED VEHICLE.**

**NEVADA LESSEES ONLY:** By initialing this box, You acknowledge that this Addendum contains an Arbitration provision, that You have read and understand Section 8, Arbitration, and affirmatively agree to the terms contained therein.

Lessee Signature	Date	Dealer Signature	Date
Co-Lessee Signature	Date		

**Administrator: SAFE-GUARD PRODUCTS INTERNATIONAL, LLC, Two Concourse Parkway, Suite 500, Atlanta, GA 30328 • 833-959-0106**

# Cadillac XS Wear Lease Protection Terms & Conditions

## 1. INTRODUCTION AND PARTIES

This Cadillac XS Wear Lease Protection Limited Waiver Addendum ("Addendum") is not insurance; it is a debt cancellation agreement which amends and becomes a part of Your Motor Vehicle Lease Agreement ("Lease Agreement"). This Addendum is entered into between the Lessee (referred to herein as "Lessee," "You" or "Your") and the Lessor listed on the Registration Page (referred to herein as "Lessor," "We," "Us," or "Our"). Lessor has appointed Safe-Guard Products International, LLC as the Administrator of this Addendum. Administrator is not a party to this Addendum and its sole responsibility is to perform the administration for this Addendum.

## 2. DEFINITIONS

For the purpose of this Addendum, the following terms shall have the following meanings. Any capitalized terms not defined herein shall be construed in accordance with the terms of the Lease Agreement:

- A. Addendum** means this Cadillac XS Wear Lease Protection Limited Waiver Addendum.
- B. Administrator** means Safe-Guard Products International, LLC, Two Concourse Parkway, Suite 500, Atlanta, GA 30328, 833-959-0106.
- C. Covered Vehicle** means the vehicle listed on the Registration Page that is the subject of the Lease Agreement. Under this Addendum, the Covered Vehicle must be a Cadillac.
- D. Dealer** means the automotive dealership listed on the Registration Page that leased the Covered Vehicle and sold this Addendum to the Lessee.
- E. Final Invoice/Turn-In Settlement Statement** means the final itemized statement of Excess Wear and Tear charges which includes the lease turn in date.
- F. Lease Agreement** means the agreement between the Lessee and the Lessor entered into on the Lease Inception Date that evidences the terms and conditions of the lease.
- G. Lessee, You, Your** mean the lessee and co-lessee (if applicable) of the Covered Vehicle, as listed on the Registration Page, who is/are also the purchaser(s) of this Addendum.
- H. Lessor, We, Us, Our** mean the financial institution extending the Gross Capitalized Cost to the Lessee under the terms of the Lease Agreement, as listed on the Registration Page.
- I. Light Duty Commercial Use** means a company or pool vehicle used for the following commercial purposes: business travel, site inspection, light delivery, service or repair, and snow removal, provided that the Covered Vehicle is equipped for snow removal, as recommended by the manufacturer. Light Duty Commercial Use is considered to be a Prohibited Commercial Purpose, unless the Optional Light Duty Commercial Use box was selected on the Registration Page.
- J. Permitted Commercial Purpose** means a commercial purpose which is commonly categorized as "professional." A Permitted Commercial Purpose is generally limited to using the Covered Vehicle for transportation to and from commercial work-related activities, including, but not limited to: vehicles used by a single driver for sales/services (e.g. real estate, cleaning services, home health/aide care services and gardening) or light duty services (e.g. electrician, carpenter and plumber).

**K. Prohibited Commercial Purpose** means a commercial purpose other than a Permitted Commercial Purpose. A Prohibited Commercial Purpose generally involves using the Covered Vehicle to perform commercial work-related functions, including, but not limited to: hauling, construction work, principal off-road use, pickup and/or delivery service, daily rentals, livery, carrying passenger for hire (taxi, limousine, or shuttle services), ride share vehicles, towing or road service operations, government/military use, law enforcement, fire, ambulance or other emergency services, snowplowing, company pool use, or if the Covered Vehicle is both leased in a company's name and may be used by multiple drivers.

**L. Registration Page** means the first page of this Addendum.

**M. Scheduled Lease Termination Date** means the original date the Lease Agreement is scheduled to terminate, as listed on the Registration Page.

**N. Vehicle Inspection/Condition Report** means the itemized list of the condition of the Covered Vehicle, including Excess Wear and Tear items, which is completed at the time of the Covered Vehicle's lease turn in.

**O. Waiver Benefit** means the amount waived by the Lessor pursuant to the terms of this Addendum.

## 3. DISCLAIMERS

**Subject to the terms, conditions, and exclusions contained herein, We will waive Your Excess Wear and Tear aggregate charges up to a maximum of \$5,000, up to \$1,000 for any single line item Excess Wear and Tear charge, up to \$150 in the aggregate for all missing items Excess Wear and Tear charges and up to an additional \$400 for excess mileage charges, provided:**

- A.** You are assessed for Excess Wear and Tear charges, as defined in Your Lease Agreement, upon Your return of the Covered Vehicle.
- B.** You have made all payments as scheduled under the Lease Agreement.
- C.** You have returned the Covered Vehicle to Us or to Our designee as instructed, and not more than one (1) year after the original Scheduled Lease Termination Date, and the Lessor agrees to such extension pursuant to the Lease Agreement.
- D.** The Covered Vehicle's odometer has not been tampered with and does not in any way misrepresent the Covered Vehicle's actual mileage.
- E.** The Covered Vehicle was not used for competitive driving, racing, for Light Duty Commercial Use (unless the Optional Light Duty Commercial Use box was selected on the Registration Page) or for a Prohibited Commercial Purpose.
- F.** The Covered Vehicle has not been declared a Total Loss by an insurance company.
- G.** You have complied with all of the terms and conditions of the Lease Agreement, except those related to Excess Wear and Tear.
- H.** You have complied with the procedures for requesting a Waiver Benefit as described below in Section 7, End of Term/Waiver Benefit Procedure.
- I.** Your Lease Agreement Term is not less than twelve (12) months and not greater than seventy-two (72) months.
- J.** You do not exercise the purchase option under the Lease Agreement.

## Cadillac XS Wear Lease Protection Terms & Conditions

- K. You purchased this Addendum on the same date that You executed the Lease Agreement.

### 4. EXCLUSIONS

This is a Cadillac XS Wear Lease Protection Limited Waiver Addendum. THIS ADDENDUM MAY NOT WAIVE ALL ITEMS DECLARED AS EXCESS WEAR AND TEAR IN YOUR LEASE AGREEMENT.

This Addendum does NOT waive any of Your obligations under the Lease Agreement to pay, and We will not waive:

- A. Charge(s) for repairs completed prior to termination of the Lease Agreement.
- B. Any Excess Wear and Tear charge for a single line item on the Vehicle Inspection Report/Final Invoice/Turn-In Settlement Statement that exceeds \$1,000.
- C. Charge(s) for damage or repair due to alterations, improper repairs, or modifications including, but not limited to: replacement parts that do not meet the manufacturer's specifications; add-on parts; poor or incomplete body work, body filler, mismatched paint; or damage to the Covered Vehicle's frame or alignment.
- D. Any Excess Wear and Tear charge(s) for which You are not billed by Us or by Our designee; for example, if You purchase the Covered Vehicle or otherwise do not surrender the Covered Vehicle to Us or to Our designee.
- E. Any portion of the aggregate charge(s) for missing parts that is in excess of one hundred fifty (\$150) dollars.
- F. Charge(s) due to damage to any part, equipment, or accessory added to the Covered Vehicle after delivery of the Covered Vehicle to You, unless such items were added with Our prior written consent.
- G. Charge(s) due to the presence of or the cost to remove decals, signs, lettering, bumper stickers, or other adhesive items, including any subsequent repairs resulting from their removal.
- H. Charge(s) resulting from mechanical or electrical breakdown, EXCEPT for the following parts and/or surfaces: head lamps, tail lamps, sealed beams, lenses, light bulbs, factory or dealer installed audio equipment and systems, convertible tops, mirrors, door handles, and antennae.
- I. Charge(s) resulting directly or indirectly from any dishonest, fraudulent or illegal act by the Lessee, family member, or other person acting under the Lessee's authority; charge(s) caused by a willful, wanton or recklessly negligent act by the Lessee, family member, or other person acting under the Lessee's authority; charge(s) occurring due to repossession; charge(s) occurring because You failed to fulfill Your Lease Agreement obligations, except those related to Excess Wear and Tear.
- J. Any charge(s) if the Covered Vehicle is used for a Prohibited Commercial Purpose.
- K. Any charge(s) if the Covered Vehicle is used for Light Duty Commercial Use unless the Optional Light Duty Commercial Use box was selected on the Registration Page.
- L. Excess mileage charges in excess of \$400.
- M. Charge(s) not set forth on Lessor's itemized inspection statement detailing the Excess Wear and Tear charge(s).

- N. Charge(s) for damage or repairs that are covered by the manufacturer's warranty on the date of inspection.

- O. Charge(s) for failure to complete the Covered Vehicle's scheduled maintenance.

- P. Charge(s) other than Excess Wear and Tear assessed by the Lessor after taking possession of the Covered Vehicle (such as disposition fees, termination fees, or extension fees).

- Q. Charge(s) or costs associated with any consequential or incidental damages.

- R. Charge(s) resulting from off-roading and/or using the Covered Vehicle on non-maintained roads, beaches, or open fields.

- S. Charge(s) resulting from vandalism or neglect.

- T. Charge(s) resulting from Acts of God, floods, hail, fires, war, terrorism, riots or civil unrest.

- U. Charge(s) resulting from the operation, use, or maintenance of the Covered Vehicle during competition, racing, track use, or other similar event.

### 5. TRANSFER

This Addendum is transferable to a private party (not including dealerships) if the Lease Agreement is assumed by a third party individual, no terms of the Lease Agreement are modified other than the identity of the Lessee, and the fifty (\$50) dollar transfer fee is received by Administrator within thirty (30) days of the assumption of the Lease Agreement. To transfer this Addendum, please submit Your request in writing using a transfer form, along with a copy of the Registration Page, the revised Lease Agreement, and a check for fifty (\$50) dollars to Administrator at Two Concourse Parkway, Suite 500, Atlanta, GA 30328. The check for the transfer fee must be made payable to Administrator. You may obtain a copy of the transfer form by contacting the Administrator. This Addendum is not transferable to another vehicle, to another Motor Vehicle Lease Agreement, or to a dealership via sale or trade-in.

### 6. CANCELLATION

This Addendum is cancelable. To cancel the Addendum, You must provide Administrator or Dealer with written notice of Your request to cancel the Addendum. The effective date of such cancellation shall be no earlier than ninety (90) days prior to the date such written notice is received by Administrator or Dealer. This Addendum may be cancelled for a full refund of the Addendum Retail Price within thirty (30) days of the Lease Inception Date, provided that no Waiver Benefit has been provided. If cancelled after thirty (30) days, any refund will be calculated pro-rata less a fifty (\$50) dollar processing fee, unless otherwise required by applicable law. However, in the event a Waiver Benefit has been provided, this Addendum will be deemed as fully earned, and no refund will be due or paid to the Lessee. To cancel this Addendum, please submit Your request in writing along with a copy of the Registration Page to Dealer or Administrator. Any refund due under this Addendum will be made payable to the Lessor unless Lessee provides Administrator with written documentation from Lessor stating the Lease Agreement has been paid in full. If the cancellation of the Addendum occurs as a result of a default under the Lease Agreement or the repossession of the Covered Vehicle, any refund due may be paid directly to the Lessor. If the Addendum Retail Price was included in the Lease Agreement of the Covered Vehicle, any cancellation refund may be applied by the Lessor as a reduction of the overall amount owed under the Lease Agreement rather than applying the refund strictly to the Addendum Retail Price.

# Cadillac XS Wear Lease Protection Terms & Conditions

## 7. END OF TERM/WAIVER BENEFIT PROCEDURE

If You do not exercise Your purchase option, You must return the Covered Vehicle to Us at a GM dealership or other place We designate on or before the Scheduled Lease Termination Date. You agree to make the Covered Vehicle available for inspection at Our request. When You return the Covered Vehicle, You must give Us a completed signed odometer disclosure statement. We will have the Covered Vehicle inspected in order to determine the amount of any Excess Wear and Tear charges owed by You. We will provide the Administrator with a copy of the Vehicle Inspection Report so they can calculate the amount of any Waiver Benefit to be applied to Your account. We will provide You with a copy of Your final statement detailing the itemized calculation of Your Excess Wear and Tear charge(s), the amount of any Waiver Benefit being applied to Your account and, if applicable, any outstanding balance You owe us under the terms of the Lease Agreement. Contact Administrator at 833-959-0106 with any questions regarding the Waiver Benefit Process.

**Oklahoma:** If no benefit has or will be provided and Lessee wishes to cancel this Addendum due to the early termination of the Lease Agreement, Lessee must provide the written cancellation request within ninety (90) days of the occurrence of the event terminating the Lease Agreement.

## 8. ARBITRATION PROCEDURE

You agree that all individual claims or disputes arising from or relating to this Addendum, whether in contract, tort, pursuant to statute, regulation, ordinance or in equity or otherwise and whether Your dispute is with Administrator, Lessor, or Dealer, will be settled by impartial arbitration. To initiate arbitration, You must notify Administrator in writing of Your desire to submit Your issue to arbitration. You are responsible for providing Administrator with at least three proposed arbitrators. Administrator has the right to question the proposed arbitrators to confirm neutrality and select any of the three to act as the Arbitrator. If Administrator demonstrates that none of the three proposed arbitrators are neutral, You may be asked to proffer additional arbitrators until one is selected. The Arbitrator is responsible for setting the ground rules and procedures for the arbitration. You agree to abide by the Arbitrator's decision and share the cost of arbitration equally, unless the Arbitrator directs otherwise. If this section conflicts with the statutory or regulatory arbitration provision in the state in which this Addendum was purchased, the state's arbitration rules will govern.

## 9. STATE DISCLOSURES

**Alabama:** The cost of this Addendum is not regulated. The Lessee should determine whether the Addendum Retail Price is reasonable in relation to the protection afforded by this Addendum. In the event the Lease Agreement is terminated early, the Lessor will, within sixty (60) days of the termination of the Lease Agreement, refund or credit the appropriate amount of the Addendum Retail Price, or cause the refund to be issued by another appropriate party, according to the cancellation provisions of this Addendum. There is no obligation on the part of the Lessee to request this refund.

**Georgia:** If Lessee cancels this Addendum, Lessee must provide the written cancellation request within ninety (90) days of the occurrence of the event terminating the Lease Agreement or within ninety (90) days of the Lessee's decision to cancel the Addendum.

**North Carolina:** If no benefit has or will be provided and Lessee wishes to cancel this Addendum due to the early termination of the Lease Agreement, Lessee must provide the written cancellation request within ninety (90) days of the occurrence of the event terminating the Lease Agreement.

**ADMINISTRATOR WILL INVESTIGATE AND PROSECUTE ANY SUSPECTED FRAUDULENT CLAIMS TO THE FULLEST EXTENT OF THE LAW. ADMINISTRATOR WILL CANCEL ANY ADDENDUM THAT WAS SECURED BY LESSEE VIA FRAUDULENT OR MISREPRESENTATIVE STATEMENTS OR ACTIONS.**