

# XSWEAR® LEASE PROTECTION

## Excess Wear & Use Waiver



This Waiver (“**Waiver**”) waives excess wear & use charges subject to the terms and conditions herein, and is entered into between You (“**You, Your or Consumer**”) and the Lessor (“**We, Us or Our**”) that executes this **Waiver** on the signatory line below or its assignee. This **Waiver** amends **Your** lease and is a part thereof. This waiver is not insurance.

<b>VEHICLE LESSEE</b>	Lessee			Waiver Number		
	Address			Telephone		
	City		State		ZIP	
<b>VEHICLE</b>	Vehicle Identification Number (VIN)			Term of Lease (months)		MSRP
	Year	Make	Model	Mileage at time of delivery		Lease Date
<b>DEALER/ LESSOR</b>	Dealer Name			Dealer Number		Telephone
	Address					
	City		State		ZIP	
<b>ACAR LEASING INFORMATION</b>	ACAR Leasing Registered Name				Telephone Number	
	Address					
	City		State		ZIP	

<b>Excess Wear &amp; Use Waiver Purchase Date:</b> _____
<b>Consumer Charge for Excess Wear &amp; Use Waiver: \$</b> _____
<b>Deductible: \$</b> _____
<b>Business Use Option</b> <input type="checkbox"/> <b>(Box must be checked if lease is in a business name or vehicle is used in business. Please see exclusions for business use.)</b>

**We** agree to amend **Your** lease by waiving excess wear & use charges as follows subject to the terms and exclusions on the reverse side of this form:

- If **You** drive **Your** vehicle an average of 25,000 miles or less per year, we will waive excess wear and use charges up to a maximum of \$5,000.
- If **You** drive **Your** vehicle more than an average of 25,000 miles per year, we will waive excess wear and use charges up to a maximum of \$2,500.

**We** also agree to waive the excess mileage charge **You** may owe under **Your** lease up to \$400.

This **Waiver** applies only to the excess wear & use that exists at the time **You** turn in **Your** vehicle. **You** are responsible for the amount of excess wear & use charges equal to **Your** deductible.

By signing below, **You** acknowledge that **You** have elected to amend **Your** lease, and that **You** have read and understood all of the terms of this **Waiver**, including the conditions, limitations and exclusions printed on the reverse side. **YOU UNDERSTAND THAT THE PURCHASE OF THIS WAIVER IS NOT REQUIRED TO OBTAIN CREDIT.** Coverage will not be provided unless **You** sign below and pay the charge shown above.

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor Signature

**Administrator: American Auto Guardian, Inc. P.O. Box 1910, Arlington Heights, IL 60006-1910; 1-888-279-9334**

## A. BUSINESS USE OPTION

If the Business Use box is checked on the front page, then vehicles that meet the following criteria are covered: vehicles used in business, except the following vehicle uses are not covered: rental, hire to public, ride sharing, hauling, plowing, construction, towing, law enforcement, emergency purposes, and any circumstances listed in the exclusions.

## B. EXCLUSIONS

This **Waiver** does NOT waive any of **Your** obligations under the lease, except as stated herein, and does not waive charges for excess wear & use under the following circumstances:

1. If the lease has an original term of less than 12 months or greater than 48 months.
2. If **Your** vehicle has more than 10,000 miles on the odometer at lease inception or has previously been titled in other than the dealer's name.
3. If **Your** vehicle is a chassis cab, low cab forward or cutaway configuration.
4. For any excess wear & use amounts that are assessed to **You** which exceed \$5,000, unless **You** drive your vehicle more than an average of 25,000 miles per year, in which case **You** will be responsible for excess wear & use amounts that are assessed to **You** which exceed \$2,500.
5. Any charge for a single item of excess wear and use using the excess wear standard described in the lease that is \$1,000 or more. All damage or wear that appears to **Us** to be related to a single incident or event will be considered one item.
6. If **You** have not complied with all the terms and conditions of **Your** lease agreement.
7. If **You** terminate **Your** lease more than 180 days after the original scheduled termination date.
8. If **You** have not returned **Your** vehicle to **Us** or **Our** agent, or any GM Dealer as instructed, or if **You** exercise the purchase option under **Your** lease.
9. Any portion of excess mileage charges that exceed \$400.
10. If **Your** vehicle's M.S.R.P. is greater than \$125,000.
11. If the vehicle is used in business, unless the Business Use Box is checked.
12. If the vehicle is used for law enforcement or emergency services, or used in any racing, stunts, demolition contests, or while preparing or practicing for such activity.
13. Repairs done prior to lease termination.
14. Charges that would be covered by a service contract **You** purchased or by a warranty or manufacturer or repairer's guarantee that **You** received.
15. Charge(s) due to missing equipment or parts valued greater than \$150 each.
16. Charges due to dishonest, intentional, fraudulent, criminal or illegal acts committed by **You** or committed with **Your** knowledge and/or consent.
17. Charges due to war, terrorism or riot.
18. Charges not set forth on the itemized inspection statement detailing the excess wear and use charges as signed by **You**.
19. If the odometer has stopped, been altered, tampered, disconnected, or if it in any way misrepresents the vehicle's actual mileage unless the odometer was modified in compliance with federal odometer laws.
20. If **Your** vehicle is repossessed because **You** are in default or if **Your** vehicle is deemed a total loss by the insurance company providing physical damage insurance.
21. If **You** purchased this **Waiver** after the effective date of **Your** lease.
22. If **You** have not maintained and kept **Your** vehicle in good condition as required by the lease.
23. If the damage is due to alterations, improper repairs, or modifications, including but not limited to replacement parts that do not meet the manufacturer's specifications, mismatched parts to a set, add-on parts, poor or incomplete body work, body filler, mismatched paint or poor quality paint job from a repair, and damage to the vehicle's frame or alignment.
24. Any electrical or mechanical excess wear and use charges including brakes or batteries.
25. Any part, equipment, or accessory added to the vehicle after delivery to **You**.
26. Charges due to the removal of signs, lettering, bumper stickers and other adhesives.
27. If snow tires or recapped tires are left on the vehicle instead of original equipment tires or the equivalent.

## C. TERM AND CANCELLATION

This **Waiver** expires when **Your** lease ends. To cancel this **Waiver** and receive a full refund of the amount paid, **You** must notify the original leasing dealer/retailer in writing within 60 days from the **Waiver** purchase date. After 60 days, only **We** may cancel this **Waiver** and a cancellation fee of \$30 will apply. **We** may cancel this **Waiver** because **You** are in default on **Your** lease, or because **Your** vehicle has been repossessed or declared a total loss by the insurance company providing physical damage insurance. If this **Waiver** is cancelled, **We** will apply the unearned portion of the purchase price to the balance owing on **Your** lease. The unearned portion of the purchase price will be calculated using the pro rata method based on the unexpired months of **Your** lease term at cancellation divided by the total months of **Your** lease term. If this **Waiver** is cancelled, **We** will not waive charges for excess wear and use, and **You** will be responsible for said charges.

## D. EXCESS WEAR AND USE CLAIM

Upon return of **Your** vehicle to **Us**, **We** will inspect **Your** vehicle for excess wear and use damage. **We** will waive charges for excess wear and use damage that is covered by this **Waiver**, and invoice **You** for damage that is not covered. If **You** have any questions regarding the benefits provided under this **Waiver**, **You** may contact **Our** Administrator at P.O. Box 1910, Arlington Heights, IL 60006-1910; 1-888-279-9334.