AUTOMOBILE PURCHASER/LESSEE'S CREDIT APPLICATION (PERSONAL)

Please Print

Mercedes-Benz Financial Services

READ these directions BEFORE completing this Application

- ☐ If applying for individual credit in your own name and relying only on your own income or assets as the basis for repayment of the credit requested, complete Purchaser/Lessee section.
- ☐ If applying for joint credit with another person, complete both Purchaser/Lessee and Co-Purchaser/Co-Lessee sections. Sign here if you intend to apply for joint credit. X _____ (APPLICANT (SIGN OR INITIAL)) X _____ (CO-APPLICANT (SIGN OR INITIAL))
- ☐ If applying for individual credit, but are relying on income from alimony, child support, separate maintenance or on the income or assets of another person as the basis for repayment of the credit requested, complete Purchaser/Lessee section and provide information in Co-Purchaser/Co-Lessee about the person. Wisconsin residents must complete Martial Information section.

PURCHASER/LESSEE

LAST NAME | FIRST | M.I.

☐ Purchase ☐ Lease

SOCIAL SECURITY # | DATE OF BIRTH | # OF DEPENDENTS

DRIVER'S LICENSE # | STATE | ARE YOU A U.S. CITIZEN OR PERMANENT RESIDENT ALIEN? ☐ Yes ☐ No

(Please attach most recent form #1040)

ADDRESS | CITY | STATE ZIP CODE | COUNTY | LIVED THERE Yrs. Mos. | PHONE # Ext:

☐ Buying ☐ Renting ☐ Leasing ☐ Own | NAME AND ADDRESS OF MORTGAGE HOLDER(S)/LANDLORD | MONTHLY MORTGAGE/RENT

PREVIOUS ADDRESS | CITY | STATE ZIP CODE | LIVED THERE Yrs. Mos.

NAME AND ADDRESS OF PARENTS OR CLOSEST RELATIVE NOT LIVING WITH YOU | RELATIONSHIP | PHONE # Ext:

NOTE: *You need not reveal alimony, child support, or separate maintenance income if you do not wish it considered as a basis for repaying this obligation.*

EMPLOYER | ADDRESS | PHONE # Ext:

POSITION OR TITLE | HOW LONG Yrs. Mos. | GROSS SALARY OR WAGES Per | OTHER INCOME SOURCE Per

PREVIOUS EMPLOYER | ADDRESS | POSITION OR TITLE | HOW LONG Yrs. Mos.

BANK REFERENCE | BRANCH | ☐ Checking Account # _____ ☐ Savings Account # _____ ☐ Certificate of Deposit

LAST VEHICLE PURCHASED/LEASED (Make, Model, Year) | FINANCED/LEASED BY | ADDRESS | TERM | PAYMENT

Have you ever had any property repossessed? ☐ Yes ☐ No

Do you have any suits or judgments pending against you? ☐ Yes ☐ No

Have you filed for bankruptcy in the last 10 years? ☐ Yes ☐ No

CO-PURCHASER/CO-LESSEE

CO-PURCHASER/CO-LESSEE'S NAME | RELATIONSHIP TO APPLICANT | SOCIAL SECURITY # | DATE OF BIRTH

DRIVER'S LICENSE # | STATE | # OF DEPENDENTS | ARE YOU A U.S. CITIZEN OR PERMANENT RESIDENT ALIEN? ☐ Yes ☐ No

ADDRESS | CITY | STATE ZIP CODE | LIVED THERE Yrs. Mos. | PHONE # Ext:

☐ Buying ☐ Renting ☐ Leasing ☐ Own | NAME AND ADDRESS OF MORTGAGE HOLDER(S)/LANDLORD | MONTHLY MORTGAGE/RENT

NOTE: *You need not reveal alimony, child support, or separate maintenance income if you do not wish it considered as a basis for repaying this obligation.*

EMPLOYER | ADDRESS | PHONE # Ext:

POSITION OR TITLE | HOW LONG Yrs. Mos. | GROSS SALARY OR WAGES Per | OTHER INCOME SOURCE Per

BANK REFERENCE | BRANCH | ☐ Checking Account ☐ Savings Account ☐ Certificate of Deposit

MARITAL INFORMATION STATEMENT – WISCONSIN RESIDENTS ONLY/Marital Status	
IS CO-APPLICANT YOUR SPOUSE? ☐ Yes ☐ No	IS APPLICANT YOUR SPOUSE? ☐ Yes ☐ No
☐ MARRIED — DATE OF MARRIAGE	☐ MARRIED — DATE OF MARRIAGE
SPOUSE'S NAME (IF OTHER THAN CO-APPLICANT)	SPOUSE'S NAME (IF OTHER THAN APPLICANT)
ADDRESS	ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
☐ LEGALLY SEPARATED — DATE OF DECREE OF LEGAL SEPARATION	☐ LEGALLY SEPARATED — DATE OF DECREE OF LEGAL SEPARATION
☐ UNMARRIED - The term "unmarried" includes single, divorced, or widowed persons	☐ UNMARRIED - The term "unmarried" includes single, divorced, or widowed persons

Notice to Married Applicants: No provision of any marital property agreement, statutory individual property classification agreement ("opt-out" agreement under section 766.587 of the Wisconsin Statutes), a unilateral statement under section 766.59 of the Wisconsin Statutes, or court decree under section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor, unless the creditor prior to the time credit is granted receives a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

Is there a marital property agreement, statutory individual property classification agreement, unilateral statement, or court order that you wish the creditor to consider in evaluating your credit application? Check the appropriate box:

☐ No ☐ Yes (If yes, provide the creditor with a copy of the agreement, statement or order.)

Notice of Non-Applicant Spouse (Married Applicants only): If the credit applied for is individual credit or joint credit with an applicant who is not your spouse, the creditor is required by section 766.56 (3)(b) of the Wisconsin Statutes to notify your spouse of the extension of credit.

Statement of Purpose: For a married applicant applying for credit or for joint credit with an applicant who is not your spouse; The credit requested, if granted, will be incurred in the interest of your marriage or family.

SIGNATURE OF APPLICANT	SIGNATURE OF CO-APPLICANT
DATE	DATE

CALIFORNIA RESIDENT: Applicant, if married, may apply for a separate account.

MAINE AND TENNESSEE RESIDENTS: You must have physical damage insurance covering loss or damage to the vehicle for the term of any contract. For a lease, you must also have the liability insurance as described in the lease. You may buy this insurance from anyone you choose. You do not have to buy it from or through someone affiliated with the dealer or an assignee of this contract. Your choice of insurance will not affect the credit approval process unless the insurance does not satisfy the contract requirements or the insurance company does not satisfy the reasonable standards of the dealer or an assignee of the contract.

NEW HAMPSHIRE RESIDENT: If you are applying for a balloon payment contract, you are entitled, if you ask, to receive a written estimate of the monthly payment amount for refinancing the balloon payment in accord with the creditor's existing refinance programs. You would be entitled to receive the estimate before you enter into a balloon payment contract. A balloon payment contract is an installment sale contract with a final scheduled payment that is at least twice the amount of one of the earlier scheduled equal periodic installment payments.

NEW YORK RESIDENT: Consumer reports may be requested in connection with this application. Upon your request, you will be informed as to whether or not a consumer report was requested and informed of the name and address of the consumer reporting agency that furnished the report. On any update, renewal or extension of this credit, subsequent consumer reports may be requested.

OHIO RESIDENT: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

RHODE ISLAND RESIDENT: A credit report may be requested in connection with this application for credit. You have the right to choose the agent and insurer for the insurance required in connection with this transaction, subject to our reasonable approval consistent with the requirements of applicable law.

VERMONT RESIDENT: You consent to the dealer or any assignee of the account or credit agreement or other financial services provider to whom this application is shared to obtain a credit report in connection with this application for credit. In addition, you consent to the holder of your account or credit agreement and any subsequent holder to obtain credit reports in connection with the same transaction or extension of credit, for the purpose of reviewing the account, taking collection action on the account, or for other legitimate purpose associated with the account.

ALL APPLICANTS:

Below "MBFS" means Mercedes-Benz Financial Services USA LLC, Mercedes-Benz Financial Services USA LLC d/b/a Mercedes-Benz Financial Services and Daimler Trust.

By signing this application:

1. You authorize Dealer, MBFS, and any finance company, bank, or other financial institution to which the Dealer submits your application to investigate your credit and employment history, obtain credit reports, and release information about your credit experience as the law permits, in connection with this application for credit.
2. If an account is created, you authorize MBFS and any financial institution to which Dealer submits your credit application to obtain credit reports for the purpose of reviewing or taking collection action on your account, or for other legitimate purposes associated with your account.
3. You certify that you have read and agree to the terms of this application and that the information in it is complete and true.
4. You authorize a credit investigation of your credit based on the information, which you provided voluntarily; the information is true and correct and reflects all your current debts. In addition, you authorize the release of federal and state records of employment and income history. A bankruptcy proceeding is neither in progress nor expected. If the attached application is submitted in the name of a business, a current and year-end financial statement, including P&L statement, and balance sheet may be required, audited if possible.
5. You consent and agree that MBFS and any successors, affiliates, agents or service providers may to the extent permitted by law: (i) monitor and record telephone calls concerning your account to assure quality of service or for other reasons; and (ii) use written, verbal, and electronic means to contact you, including, without limitation, manual calling methods, prerecorded or artificial voice messages, text messages, e-mails and/or automatic dialing systems. Such means of contact may include use of an e-mail address or any telephone number you provide, now or in the future, including a cellular phone or other wireless device number, regardless of whether you incur charges as a result.
6. **IN EXCHANGE FOR THE TIME, EFFORT, AND EXPENSE IN REVIEWING YOUR APPLICATION AND FOR OTHER VALUABLE CONSIDERATION, WHICH IS HEREBY ACKNOWLEDGED, YOU AGREE TO ALL OF THE TERMS OF THE IMPORTANT CONTRACT OF ARBITRATION CONTAINED ON PAGE 3 OF 3 OF THIS APPLICATION AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF ITS TERMS.**

SIGNATURE OF APPLICANT	DATE	SIGNATURE OF JOINT APPLICANT / OTHER PARTY	DATE
X	X	X	X

BROKER ARRANGED TRANSACTION	IF YES, BROKER NAME	BROKER PHONE #
☐ Yes ☐ No		Ext:

DEALER (SELLER)/LESSOR

☐ New YEAR MAKE MODEL

☐ Used

☐ Manual Transmission ☐ M-B Factory Warranty (Pre-owned Only) MILEAGE

TRADE-IN MAKE YEAR MODEL

Total Cash Price/Capitalized Cost		0
Less: Net Trade	0	
Cash Down/Capitalized Cost Reduction	0	0
Unpaid Balance/Adjusted Capitalized Cost		0

Term _____ Payment _____ Residual Balloon _____ %

IMPORTANT CONTRACT OF ARBITRATION

The following Important Contract of Arbitration significantly affects Applicant's, Co-Applicant's or Guarantor's (individually or collectively "you" or "your") rights in any dispute with Dealer, Mercedes-Benz Financial Services USA LLC, d/b/a Mercedes-Benz Financial Services (in MA and NH), and Daimler Trust. Please read this carefully before signing this application and Important Contract of Arbitration.

For the purposes of this Important Contract of Arbitration, the term "MBFS" means Mercedes-Benz Financial Services USA LLC, d/b/a Mercedes-Benz Financial Services (in MA and NH), and Daimler Trust. The terms "us" or "our" means the Applicant, Co-Applicant, Guarantor, and Dealer, and MBFS

1. If any of us chooses, any dispute between or among us will be decided by arbitration and not in court.
2. If a dispute is arbitrated, each of us will give up the right to a trial by a court or a jury trial.
3. Each of us agrees to give up any right to bring a class-action lawsuit or class arbitration, or to participate in either as a claimant, and each of us agrees to give up any right to consolidate our arbitration with the arbitration of others.
4. The information that can be obtained in discovery from each other or from third persons in an arbitration is generally more limited than in a lawsuit.
5. Other rights that each of us would have in court may not be available in arbitration.

Any claim or dispute, whether in contract, tort or otherwise (including any dispute over the interpretation, scope, or validity of this contract, arbitration section or the arbitrability of any issue), between you and us or any of our employees, agents, successors or assigns, which arises out of or relates to a credit application, this contract, or any resulting transaction or relationship arising out of this contract shall, at the election of either you or us, or our successors or assigns, be resolved by a 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. Whoever first demands arbitration may choose to proceed under the applicable rules of, and be administered by, the National Center for Dispute Settlement, (www.ncdsusa.org/) or any other organization that you may choose subject to our approval.

Whichever rules are chosen, the arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable rules. The arbitrator shall apply the law in deciding the dispute. Unless the applicable rules require otherwise, the arbitration award shall be issued without a written opinion. The arbitration hearing shall be conducted in the federal district in which you reside. If you demand arbitration first, you will pay the claimant's initial arbitration filing fees or case management fees required by the applicable rules up to $125, and Dealer or MBFS will pay any additional filing fee or case management fee. Dealer or MBFS will pay the whole filing fee or case management fee if Dealer or MBFS demands arbitration first. Dealer or MBFS will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. The arbitrator shall decide who shall pay any additional costs and fees. Nothing in this paragraph shall prevent any party from requesting that the applicable arbitration entity reduce or waive the fees any of us are required to pay, or requesting any of us to voluntarily pay an additional share of said fees, based upon the financial circumstances of any party or the nature of the claim.

This application and Important Contract of Arbitration evidences a transaction involving interstate commerce. Any arbitration under this application and Important Contract of Arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. 1, et seq). Judgment upon the award rendered may be entered in any court having jurisdiction.

Notwithstanding this application and Important Contract of Arbitration, our employees, parents, subsidiaries, affiliate companies, agents, successors, and assignees retain the right to exercise self-help remedies and to seek provisional remedies from a court, pending final determination of the dispute by the arbitrator. None of us waives the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court.

If any clause within this Important Contract of Arbitration, other than clause 3 or any similar provision dealing with class action, class arbitration or consolidation, is found to be illegal or unenforceable, that clause will be severed from this Important Contract of Arbitration, and the remainder of this Important Contract of Arbitration will be given full force and effect. If any part of clause 3 or any similar provision dealing with class action, class arbitration or consolidation is found to be illegal or unenforceable, then this entire Important Contract of Arbitration will be severed and the remaining provisions of this application shall be given full force and effect as if this Important Contract of Arbitration had not been included in this application.