

SmartLease Protect Agreement

This SmartLease Protect Agreement ("Agreement") is entered into by you and the Lessor. This Agreement is a part of your Ally Financial SmartLease Agreement ("lease"). "We," "us," and "our" refer to the Lessor name below and any assignee.

LEASE INCEPTION DATE		BAC	
LESSEE NAME(S)			
ADDRESS		CITY	STATE ZIP
VEHICLE IDENTIFICATION NUMBER (VIN)			
YEAR	MAKE	MODEL	MILEAGE AT TIME OF DELIVERY TERM (MONTHS)
LESSOR NAME (DEALERSHIP NAME)		TELEPHONE NUMBER	
ADDRESS		CITY	STATE ZIP

CHARGE TO YOU FOR SmartLease Protect: \$ _____

SmartLease Protect

We will amend your lease to waive the excess wear charges due under your lease subject to the limits described below and the terms and exclusions on the back of this form.

For any excess wear charges resulting from a single item that are less than \$1,000:

- If you drive your vehicle an average of 25,000 miles per year or less, we will waive the excess wear charges until the total amount waived reaches \$5,000.
- If you drive your vehicle more than an average of 25,000 miles per year, we will waive 50% of the excess wear charges until the total amount waived reaches \$2,500.

If the excess wear charges resulting from a single item are \$1,000 or more, we will not waive any part of the charge for that item. See back for definition of "single item."

We will waive up to \$200 of the excess mileage charge you owe under your lease.

You will still owe any excess wear and mileage charges not waived.

All other terms of your lease remain in effect.

You agree to the terms on both the front and back of this Agreement. You understand that the purchase of this Agreement is NOT required to obtain credit and will not be provided unless you sign below and pay the charge as shown above.

YOU WANT TO PURCHASE SMARTLEASE PROTECT:

LESSEE SIGNATURE	DATE
CO-LESSEE SIGNATURE	DATE

Mail Administrator Copy to: GMAC Risk Services, PO Box 8262, Chicago, IL 60680

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Form #: 701SLP10 07/10
81-770-5137

WHITE COPY - DEALER BLUE COPY - ALLY FINANCIAL YELLOW COPY - ADMINISTRATOR PINK COPY - CUSTOMER

SmartLease Protect Agreement

EXCLUSIONS – This Agreement does NOT waive any of your obligations under the lease, except as stated in this Agreement. This Agreement also does not pay charges for excess wear.

- A.** If the lease has an original term of less than 12 months or greater than 48 months.
- B.** Due to dishonest, intentional, fraudulent, criminal or illegal acts, committed by you or committed by the original leasing dealer/retailer with your knowledge and/or consent.
- C.** If the vehicle is:
 - used primarily for commercial, business, or agricultural use.
 - used for the ordinary activities of delivery services, ambulance companies, auto leasing companies, daily rental companies, new or used car dealers, police or fire departments, taxi cab companies, or driver education companies.
 - used for public or livery transportation.
 - part of a drop-shipped fleet agreement.
 - a custom built vehicle, special body truck, or self-contained recreational vehicle.
 - used in any professional or organized racing or demolition contest or stunting activity, or while preparing or practicing for such contest or activity.
- D.** 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.
- E.** Due to missing equipment and parts valued greater than \$100 each.
- F.** For any part, equipment, or accessory added to the vehicle that changes the vehicle after vehicle delivery to you.
- G.** Due to mechanical or electrical failure, unless such failure is on 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, padded tops, vinyl tops, mufflers, tailpipes, mirrors, door handles, and antennae.
- H.** Due to a damaged or corroded frame, crossmember, suspension, engine, or powertrain.
- I.** For sheet metal that is not original equipment sheet metal.
- J.** For snow tires or recapped tires.
- K.** For brakes.
- L.** For a battery.
- M.** Covered by a service contract you bought, a warranty, or manufacturer or repairer's guarantee.
- N.** Due to confiscation of the vehicle by a government body or public official.
- O.** Due to alterations, improper repairs, and 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 body work, visible bondo, mismatched paint or poor quality paint job from a repair, and damage to the vehicle's frame or alignment.
- P.** For any vehicle that is retaken because you are in default or is deemed a total loss by the insurance company providing physical damage insurance.
- Q.** Due to the removal of signs, lettering, bumper stickers, and other adhesives.

TERM AND CANCELLATION – This Agreement expires when your lease ends (early or scheduled end). To cancel this Agreement and receive a full refund of the amount paid for SmartLease Protect, you must notify the original leasing dealer/retailer in writing within 60 calendar days from the effective date of your lease. After 60 calendar days, by notifying the original leasing dealer/retailer in writing, you may cancel this Agreement and receive a refund of unearned charges, but only if the vehicle is deemed a total loss by the insurance company providing physical damage insurance. The refund will be calculated using the pro rata refund method, unless otherwise required by applicable state law. If your lease ends because you are in default, we will subtract the amount you paid for SmartLease Protect from what you owe us but will not waive charges for excess wear.

DEFINITION: An "item" means the individual items of excess wear identified by us at lease end using the excess wear standards described in the lease. For example, each of the following will be treated as a single item:

- All damage or wear that appears to us to be related to a single incident or event.
- Wear to an individual part that occurs over time (like a worn tire or seat - each tire counting as a separate item).