



# Premier Lease Care Excess Wear & Tear Protection

Addendum No:

LESSEE	Lessee's Name		Co-Lessee's Name		
	Address		City	State	Zip
	Phone Number	Email			

VEHICLE AND SALE INFORMATION	VIN		Year*	Make	Model
	Vehicle Purchase Price		Odometer Reading at Lease Finance Contract Date*		
	Effective Date		Original Scheduled Termination Date		
	Lease Finance Contract Term (months)**		Addendum Sale Price		Deductible
	<i>*Vehicle must have less than ten thousand (10,000) miles on the odometer and be no older than current or prior two (2) model years. **Lease Finance Contracts with terms less than 12 months or greater than 72 months are not eligible.</i>				

DEALER	Dealer Name		Dealer No.	Phone Number	
	Address		City	State	Zip


ASSIGNED LESSOR	Assigned Lessor Name				
	Address		City	State	Zip

THE PURCHASE OF THIS EXCESS WEAR AND TEAR PROTECTION ADDENDUM IS OPTIONAL AND IS NOT REQUIRED IN ORDER TO PURCHASE OR OBTAIN FINANCING FOR LEASING THE VEHICLE. 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 THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES.

This Excess Wear and Tear Protection Addendum ("Addendum") is between the Lessee ("I", "You", "Your") and the Dealer who originates the Contract or, when assigned, with the Assigned Lessor (collectively referred to herein as "Lessor", "We", "Us", "Our"). This Addendum is not insurance. It is a debt cancellation agreement which amends and becomes a part of Your Lease Finance Contract ("Lease Contract"). This Addendum may only be purchased on the same day You sign Your Lease Contract.

You are responsible to the Lessor under the Lease Contract for the amount of any charges defined as Excess Wear and Tear under the Lease Contract that are, or may be, assessed by the Lessor at the time You turn in the Vehicle. Subject to the terms and conditions of this Addendum, We will waive the Excess Wear and Tear charges assessed by the Lessor at the time You turn in the Vehicle, if any, up to a maximum of \$5,000 for all benefits during the term of this Addendum, including up to \$1000 in the aggregate for any Single Event Excess Wear and Tear charges, up to \$150 for excess mileage charges, and up to \$100 in the aggregate for all missing items charges. All other terms and conditions of Your Lease Contract, including charges for wear and tear which are outside of the definition and description of Excess Wear and Tear used herein, remain in force. This Addendum does not cover the benefits provided under Dealer Warranties required by State Law. This Addendum represents the entire agreement between You and Us. No person has the authority to change this Addendum or to waive any of its provisions. No other oral or written statements apply to this Addendum.

BY SIGNING BELOW, I UNDERSTAND THAT THE PURCHASE OF THIS ADDENDUM IS VOLUNTARY AND IS NOT REQUIRED IN ORDER TO OBTAIN FINANCING FOR LEASING THIS VEHICLE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS ADDENDUM AND ALL INFORMATION CONTAINED IN THIS SCHEDULE IS COMPLETE AND ACCURATE.

Signatures for Addendum		For a copy off terms and conditions, visit our website at: <a href="https://mbpnetwork.com/dxfwd3mgn">https://mbpnetwork.com/dxfwd3mgn</a>
Lessee's Signature:	_____ Date: _____	
Co-Lessee's Signature:	_____ Date: _____	
Dealer's Authorized Representative:	_____ Date: _____	

**Administrator:** Vehicle Protection, Inc., 250 NE Mulberry, Lee's Summit, MO 64086. Contact information: toll free (800) 325-7484, fax (816) 347-9207, or email [claims@mbpnetwork.com](mailto:claims@mbpnetwork.com). The entity designated by Us to perform administrative services for this Addendum.

**DEFINITIONS:**

**Commercial Use:** You use the **Vehicle** for commercial purposes, including but not limited to, You use the **Vehicle**: to directly or indirectly generate income/revenue, outside of the normal commuting from home to work and back again; to carry equipment, tools or incidental supplies to and from a location to conduct **Your** own business; to provide rideshare services (Uber, Lyft, etc.), whether part time or full time; to advertise a commercial enterprise with signage; or for rental purposes, whether part time (i.e. Turo, etc.) or full time.

**Cosmetic Damage:** Damage or wear to the **Vehicle** that does not affect the operation of the **Vehicle**.

**Dealer:** The entity listed as **Dealer** on the front of this **Addendum**.

**Excess Wear and Tear:** **Cosmetic Damage** or **Wear Damage** as outlined in this **Addendum** that occurs to any non-mechanical (except as outlined in this **Addendum**) part of the **Vehicle** for which **You** are responsible.

**Lease Contract:** The contract between **You** and **Lessor** entered into on the **Effective Date** that outlines the terms and conditions of **Your** lease.

**Mechanical Damage:** Damage to any mechanical or electrical part that contributes to the mechanical processes of the **Vehicle**.

**Modifications:** Any mechanical modification that is not recommended by the manufacturer or any cosmetic modification that alters the appearance of the **Vehicle's** interior or exterior and does not meet manufacturer specifications.

**Pre-Existing Wear and Tear:** **Excess Wear and Tear** that existed prior to the **Effective Date**.

**Registration Page:** The first page of this **Addendum**.

**Single Event:** **Cosmetic Damage** that occurs to an individual or multiple part(s) of the **Vehicle** at the same time.

**Single Event Maximum:** The maximum that **We** agree to waive for assessed charges due to **Excess Wear and Tear** for any **Single Event** or group of **Single Events** (if more than one event occurred to a single part).

**Standard Automotive Insurance Policy:** An insurance policy purchased by **You** from an insurer of **Your** choice that provides comprehensive and/or collision coverage.

**Vehicle:** The vehicle specified in the "**Vehicle and Sale Information**" section of this **Addendum**.

**Wear Damage:** **Cosmetic Damage** that occurs over time.

**COVERAGE:**

Subject to the **Deductible** and the conditions, limitations and exclusions of this **Addendum**, **We** will waive the **Excess Wear and Tear** charges assessed under **Your Lease Contract**, up to a maximum amount of five thousand dollars (\$5,000), including up to \$1000 in the aggregate for any **Single Event Excess Wear and Tear** charges. **Excess Wear and Tear** charges for excess mileage are covered up to one hundred and fifty dollars (\$150) and **Excess Wear and Tear** charges for missing items are covered up to one hundred dollars (\$100) in aggregate for all missing items charges.

**You** may turn in **Your Vehicle** at any time prior to and up to twelve (12) months after the **Original Scheduled Termination Date**. **You** must contact the **Administrator** within ninety (90) days of surrendering the **Vehicle** to **Us** or to **Our** designated party to receive benefits under this **Addendum**.

**COVERED WEAR AND TEAR:**

All **Excess Wear and Tear** assessed and charged to **You** by **Us** is covered except as excluded or limited by the terms and conditions of this **Addendum**.

**ELIGIBILITY:**

The following vehicles are ineligible under this **Addendum**:

1. Any imported vehicle that was not originally manufactured to meet U.S. Federal Motor Vehicle Standards.
2. Any vehicle that was reconstructed from salvage, declared a total loss, declared a lemon, or if the original manufacturer's warranty was voided for any reason.
3. Any vehicle used for any competitive driving or racing.
4. Any vehicle that is or will be used/equipped or identified as: farming, forestry, agriculture, welding, road construction or oil field industries; taxicab, rental, limousine, auto transport, shuttle or livery service; emergency response vehicles including police, fire, search and rescue, ambulance, paramedic, or security; mail carrier or any other pick up or delivery services; waste removal, dump truck, tow truck, hazardous material transportation; federal, state, or city government, or military use; fleet/pool vehicles used by multiple drivers.
5. Any vehicle that has the following characteristics: dump bed, step-van, high-cube van, incomplete vehicles, right hand steering vehicles, or vehicles that have special bodies designed for commercial use.
6. Any vehicle with an MSRP value greater than \$125,000.

**CONDITIONS:**

Benefits under this **Addendum** will be eliminated if any of the following conditions apply:

1. **Your Lease Contract** does not contain an excess wear and tear provision or definition.
2. The **Dealer** did not assign **Your Contract** to a **Lessor**.
3. **We** determine that the **Vehicle** does not have **Excess Wear and Tear** and assess no charges to **You**.
4. The **Vehicle** was repossessed.
5. The **Vehicle** was used for racing or **Commercial Use**.
6. The **Vehicle** has been declared a total loss by any insurance company.

7. **You** have not complied with all the terms and conditions of this **Addendum**.
8. The **Vehicle** was not inspected prior to being returned to **Us** or our designated party.
9. **Your Lease Contract** term is less than twelve (12) months or greater than seventy-two (72) months.
10. The **Vehicle** had more than 20,000 miles on the odometer at the inception of this **Addendum**.
11. The **Vehicle** was older than the current or prior two (2) models years at the inception of this **Addendum**.
12. The **Vehicle** is a private passenger vehicle that is custom built, has a special purpose body, or is a self-contained recreational vehicle.
13. **You** or any other party exercises a purchase option under **Your Lease Contract**.
14. **You** purchased this **Addendum** after the date that **You** executed the **Lease Contract**.
15. **You** have refinanced the **Vehicle** or renegotiated **Your Lease Contract**.
16. If any information acknowledged by **You** as correct in this **Addendum** is found to be inaccurate.
17. If **Your Lease Contract** was not terminated according to the terms outlined in this **Addendum**.
18. If the **Vehicle's** odometer misrepresents the **Vehicle's** actual mileage for any reason.

#### **LIMITATIONS:**

Benefits under this **Addendum** are limited to **Excess Wear and Tear** charges assessed by **Us** to **You** up to five thousand dollars (\$5,000) total.

When **Excess Wear and Tear** charges are due to a part of the **Vehicle** that would need to be repaired, repainted or replaced due to a **Single Event**, or multiple **Single Events**, that have occurred to that part, all events will be included in the assessed **Excess Wear and Tear** charge for the purposes of determining if such **Excess Wear and Tear** charge exceeds the **Single Event Maximum** amount of one thousand dollars (\$1,000). **UNDER NO CIRCUMSTANCES WILL THIS ADDENDUM PROVIDE PAYMENT FOR THE REPAIR OF THE VEHICLE OR REIMBURSE YOU FOR ANY REPAIRS MADE TO THE VEHICLE.**

#### **EXCLUSIONS:**

**THIS ADDENDUM MAY NOT WAIVE ALL ITEMS DECLARED AS EXCESS WEAR AND TEAR IN YOUR LEASE CONTRACT.** **Excess Wear and Tear** damages that are excluded from this **Addendum** and may be charged to **You** by **Us**, are as follows::

1. **Pre-existing Wear and Tear** that was present on the **Vehicle** when **You** signed the **Lease Contract**.
2. Charge(s) resulting from: disposition fees, termination or extension fees, taxes, residual loss, forfeiture of **Your** security deposit, **Your** failure to fulfill **Your** contractual obligations, acts of war, fire, theft, vandalism, explosion, acts of nature, terrorism, or riot.
3. Reimbursement of costs for any repairs, covered or not, that were completed prior to **Your Lease Contract's** termination.
4. Reimbursement of costs for any repairs, covered or not, that were not assessed against **You** by **Us**.
5. Charges related to improper repairs, or **Modifications** including: replacement parts that do not meet the manufacturer's specifications, add-on parts, lifted or lowered ride height or suspension **Modifications**.
6. Charge(s) due to damage sustained to the **Vehicle's** frame, structural components or alignment.
7. Charge(s) related to the removal of window tinting, signage, lettering, bumper stickers, or other adhesive items and/or repair of damage incurred during their removal.
8. Charge(s) for excess mileage that exceed one hundred and fifty dollars (\$150).
9. Charge(s) for missing items and/or interior and/or exterior parts (cosmetic or mechanical) whether removable by design or not, that exceed one hundred dollars (\$100) in the aggregate for all missing item charges.
10. Charge(s) for any **Single Event(s)** that exceed the **Single Event Maximum** of one thousand dollars (\$1,000).
11. Aftermarket additions that compromise the structural integrity of the **Vehicle** and any restoration required to correct the **Vehicle's** integrity after removal of such parts.
12. Charge(s) related to **Mechanical Damage** or equipment or accessories added to the **Vehicle** after **You** signed this **Addendum**.
13. The Supplemental Restraint System (SRS) is excluded from coverage.
14. Paint or clear coat that is peeled or sandblasted.
15. Body and/or paint repairs that are incomplete or of poor quality.
16. Charges resulting from dishonest, intentional, fraudulent, criminal or illegal acts committed by **You** or any other party with or without **Your** knowledge.
17. **Excess Wear and Tear** that is covered by a service contract, warranty, or manufacturer's or repairer's guarantee.
18. **Excess Wear and Tear** that would be covered by a **Standard Automotive Insurance Policy**, whether or not the policy is in force at time the **Vehicle** is turned in.
19. Charges not set forth in the Lessor's itemized inspection statement detailing the Excess Wear and Tear charge(s).

#### **WHEN YOU TURN IN YOUR VEHICLE:**

Follow all instructions found in **Your Lease Contract** and this **Addendum**.

**You** must contact the **Administrator** within ninety (90) days of surrendering the **Vehicle** to **Us** or to **Our** designated party to receive benefits under this **Addendum**. **You** will be asked to provide the **Administrator** with the following:

1. front and back copy of this **Addendum**,

2. copy of the bill/invoice from **Us** or **Our** inspector containing the itemized **Excess Wear and Tear** charges,
3. copy of the **Vehicle** condition report, including pictures, signed by **You** upon return of the **Vehicle** to **Us**,
4. copy of **Your** signed **Lease Contract**,
5. if not indicated on any other documentation submitted, verification of the date that the **Vehicle** was surrendered to **Us** or to **Our** designated party via a copy of the return receipt issued, and
6. any other documentation as reasonably requested. **We** reserve the right to inspect the **Vehicle** prior to waiving any **Excess Wear and Tear** charges under this **Addendum**.

#### **TERMINATION:**

This **Addendum** will terminate, and no refund will be due, on the **Original Scheduled Termination Date**. If **You** elect to turn in **Your Vehicle** after the **Original Scheduled Termination Date**, and the **Lessor** agrees to grant an extension of up to twelve (12) months), you may file a claim after the termination of this **Addendum**. However, **ANY** claim must be filed within ninety (90) days of the date **You** turn in **Your Vehicle**. In the event of any of the following, the **Addendum** will terminate and **You** will receive a refund based upon the earliest date of any of the following:

1. expiration of any redemption period following the repossession or surrender of the **Vehicle**;
2. in the event of a constructive total loss or theft of the **Vehicle**;
3. the date **Your Lease Contract** is prepaid resulting in **Lease Contract** maturity; or
4. **Your Lease Contract** is refinanced.

In order to receive any refund due in the event of the early termination of this **Addendum**, **You** must provide a written request to **Administrator** within ninety (90) days of the early termination event. If the early termination event occurs within thirty (30) days of the **Effective Date**, **You** will receive a full refund of the **Addendum Sale Price**. If the early termination event occurs after thirty (30) days of the **Effective Date**, a refund of the **Addendum Sale Price** will be calculated by the pro-rata method, or the refund method as required by state or federal law, and such termination will be subject to a fifty dollar (\$50) cancellation fee. In the event **Excess Wear and Tear** charges have been waived, this **Addendum** will be deemed as fully earned and no refund will be due.

#### **CANCELLATION:**

**You** have the unconditional right to cancel this optional **Addendum** for a refund/credit of the unearned portion of the **Addendum Sale Price** for this **Addendum** at any time. To cancel, **You** must contact **Administrator**, in writing, at the address shown on the **Registration Page**. The effective date of any cancellation may be no earlier than ninety (90) days prior to the date such written notice is received by **Administrator**.

This **Addendum** may be cancelled for a full refund of the **Addendum Sale Price** within thirty (30) days of the **Effective Date**, provided no **Excess Wear and Tear** charges have been waived. If cancelled after thirty (30) days, any refund will be calculated by the pro-rata method and such cancellation will be subject to a fifty dollar (\$50) cancellation fee, unless otherwise required by state or federal law.

However, in the event **Excess Wear and Tear** charges have been waived, this **Addendum** will be deemed as fully earned and no refund will be due.

Any refund due under this **Addendum** will be made payable to the **Lessor** on **Your** behalf, and the refund will be deducted from **Your** balance owed, unless **You** provide proof that the lease balance has been paid in full.

If the cancellation of this **Addendum** occurs as a result of a default under the **Lease Contract** or the repossession of the **Vehicle**, any refund due may be paid directly to the **Lessor**. If the **Addendum Sale Price** was included in the **Lease Contract**, any refund may be applied by the **Lessor** as a reduction of the overall amount owed under the **Lease Contract** rather than applying the refund strictly to the **Addendum Sale Price**.

#### **TRANSFER:**

This **Addendum** may be transferred to a private party (not including automobile dealerships or the customer of a dealership) if and only if the original **Lease Contract** is assumed by the private party individual, no terms of the **Lease Contract** are modified other than the identity of the **Lessee**, and the fifty dollar (\$50) transfer fee is received by the **Administrator** within thirty (30) days of the assumption of the **Lease Contract**.

To transfer this **Addendum**, please contact **Administrator** at (800) 325-7484 for instructions. Submission must include copies of the **Registration Page** and the revised **Lease Contract**. In the event the required documentation is postmarked after thirty (30) days of the assumption of the **Lease Contract**, then this **Addendum** is deemed **NON-TRANSFERABLE**.

This **Addendum** is not transferrable to another vehicle, to another lease contract, or to a dealership via sale or trade-in.

#### **Conformity to Statute:**

Terms of this **Addendum** which conflict with the statutes of the State where the **Addendum** is issued are hereby amended to conform to such statutes. The remaining terms of this **Addendum** will remain in full force.

#### **State Specific Provisions:**

**Alabama:** The **Registration Page** is amended by adding the following: The **Addendum Sale Price** is not regulated and **You** should determine whether the cost of this **Addendum** is reasonable in relation to the protection afforded by this **Addendum**.

**Termination of Addendum** section is amended by adding the following: If this **Addendum** is cancelled early because of the early termination of the **Lease Contract**, **You** will be entitled to any refund of the **Addendum Sale Price** without having to request cancellation of the **Addendum**. **You** will receive **Your** refund within 60 days of termination.

**Arkansas:** The following disclosure is added to the **Registration Page**: The **Addendum Sale Price** is not regulated and **You** should determine whether the cost of this **Addendum** is reasonable in relation to the protection afforded by this **Addendum**.

**Connecticut:** **Cancellation, the second paragraph is deleted and replaced with:** If **You** cancel this **Addendum** not later than the 60<sup>th</sup> day after the **Effective Date** of this **Addendum** and no benefits have been provided under this **Addendum**, **You** shall be entitled to a full refund of the **Addendum Sale Price**. If **You** cancel this **Addendum** later than 60 days after the **Effective Date** of this **Addendum**, or if there is an early termination of the **Lease Contract**, and no benefits have been provided under this **Addendum**, **You** shall be entitled to a pro-rata refund of the **Addendum Sale Price**, less a fifty-dollar (\$50) cancellation fee.

**California:** Termination and Cancellation sections are amended by deleting the \$50 cancellation fee. A cancellation fee does not apply in California.

**Colorado:** Termination and Cancellation sections are amended by deleting the \$50 cancellation fee and replacing it with a \$25 cancellation fee.

**Kansas:** The Registration Page is amended by adding the following: For questions or **complaints** You may contact the Kansas Office of the State Bank Commissioner, 700 S.W. Jackson #300, Topeka, KS 66603, <https://osbckansas.org/>.

**Georgia:** If You cancel this Addendum, You must provide the written cancellation request within ninety (90) days of the occurrence of the event terminating the Lease Contract or within ninety (90) days of Your decision to cancel the Addendum.

**Louisiana:** The following disclosures are added to this Addendum: Warranties and misrepresentations by You made in the negotiation of a contract cannot be deemed material or void the contract unless such is made with the intent to deceive. If the Addendum is voided, all charges will be refunded. This Addendum is non-renewable. Any person who knowingly presents a false or fraudulent claim for payment of a benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Termination and Cancellation sections are amended by deleting the \$50 cancellation fee. A cancellation fee does not apply in Louisiana.

**Maine:** The following disclosures are added to this Addendum: No exclusion or limitation contained in this Addendum shall deny coverage hereunder if the Dealer know, or should have known, that the transaction or covered Vehicle was ineligible for coverage.

**Nebraska:** The Registration Page is amended by adding the following: This Addendum is not insurance and is not regulated by the Nebraska Department of Insurance. The Lessor or Administrator cannot unilaterally modify the terms of the Addendum unless the modification is favorable to the buyer and is made without additional charge to the buyer, or the buyer is notified of the proposed modification and has the option to cancel the waiver without penalty.

**New Jersey:** Termination section is amended by adding the following: If termination is due to an early termination of the Lease Contract, You are not required to submit a written refund request.

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

**Oklahoma:** If no benefit has or will be provided and You wish to cancel this Addendum, You must provide the written cancellation request within ninety (90) days of the occurrence of the event terminating the Lease Contract.

**Pennsylvania:** The Registration Page is amended by adding the following: A portion of the price You paid for this Addendum will be retained by the seller.

**Tennessee:** The Registration Page is amended by adding the following: The cost of the Addendum is not regulated and You have the responsibility to determine whether the cost of the Addendum is reasonable in relation to the coverage afforded by this Addendum.

**Utah:** The following disclosures are added to this Addendum: There is a deductible for this Addendum. This Addendum is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage under this Addendum is not guaranteed by the Property and Casualty Guarantee Association.

**Washington:** The Registration Page is amended by adding the following: This Addendum is not credit insurance, nor does it eliminate Your obligation to insure the collateral as provided by laws of this state. Purchasing an Addendum does not eliminate Your rights and obligations under the vendor single-interest and collateral protection coverage laws of this state. This Addendum shall be void if any material fact(s) have been intentionally concealed or misrepresented, or in the case of fraud and all charges will be refunded.

Cancellation and Transfer sections are amended by adding the following: In the event You cancel this Addendum or opt for early termination, You must provide written notice to the Administrator within 90 days of the cancellation date or the event terminating Your Lease Contract. Any refund of Addendum Sale Price for an Addendum that was included in the financing of the collateral may be applied by the creditor as a reduction of the overall amount owed under the Lease Contract, rather than applying the refund strictly to the Addendum Sale Price of the Addendum.

**Wisconsin:**

Termination and Cancellation sections are amended by deleting the \$50 cancellation fee. A cancellation fee does not apply in Wisconsin.