Mercedes-Benz Financial Services

AUTOMOBILE PURCHASER/LESSEE'S CREDIT APPLICATION (PERSONAL) Please Print

READ these directions BEFORE completing Sign here to indicate that you intend to apply for joint credit. X X									
BEFORE completing this Application Sign here to indicate that you intend to apply for joint credit. X 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 other person.									
Wisconsin residents n	nust complete Marital Information	n section.							
		PURCHASE	R/LESSEE						
LAST NAME FIRST M.I.									
SOCIAL SECURITY #			DATE		# OF DEPE	NDENTS		🗌 Lea	ISE
DRIVER'S LICENSE #	STATE ARE YOU A U.S. CITIZEN OR PERMANENT RESIDENT ALIEN?						IEN?	(Please attach most recent form #1040)	
ADDRESS								PHONE #	
						Yrs.	Mos.		Ext:
Buying Renting NAME AND ADDRES	SS OF MORTGAGEHOLDER(S)	/LANDLORD		1				MONTHLY MOR	TGAGE/RENT
PREVIOUS ADDRESS		CITY		S	STATE ZIP CO	DDE		LIVED THERE Yrs.	Mos.
NAME AND ADDRESS OF PARENTS OR CLOSEST RELATI	VE NOT LIVING WITH YOU				RELATIONS	HIP		PHONE #	Ext:
NOTE: You need not reveal alimony, child s	upport, or separate mai	intenance inco	me if you do no	ot wish it co	onsidered a	s a basis f	or rep	aying this ol	bligation.
EMPLOYER ADDRESS PHONE # Ext:									
POSITION OR TITLE	HOW LONG Yrs. M	GROSS SA	LARY OR WAGES	r		OTHER INC	OME S	OURCE Per	
PREVIOUS EMPLOYER	ADDRESS	I			POSITION OR	TITLE		HOW LONG	
BANK REFERENCE BRANCH Checking Account # Certificate of De							ate of Deposit		
LAST VEHICLE PURCHASED/LEASED (Make, Model, Year)									
Have you ever had any Yes property repossessed? No	Do you have any s judgments pendin		2] Yes] No		ve you fileo ne last 10		ankruptcy	Yes No
	, , ,		R/CO-LESSE				years		
CO-PURCHASER/CO-LESSEE'S NAME	TONSHIP TO APPL						D	ATE OF BIRTH	
DRIVER'S LICENSE #	# OF	# OF DEPENDENTS ARE YOU A U.S. C			_	TIZEN OR PERMANENT RESIDENT ALIEN?			
ADDRESS	CITY		STATE	ZIP CODE		THERE		PHONE #	
						Yrs.	Mos.		Ext:
Buying Renting NAME AND ADDRESS OF MORTGAGEHOLDER(S)/LANDLORD MONTHLY MORTGAGE/RENT Leasing Own									
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	N OR TITLE HOW LONG GF			DR WAGES OTHER INCOME			COMES		
	Yrs. Mos. Per Per								
BANK REFERENCE	BRANCH					king Acco			vings Account

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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 an	ny finance company, bank, or oth	er financial institution to which	the Dealer submits your application to investigate
your credit and employment history,	obtain credit reports, and release	e 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. By checking this box, you authorize and request that the Dealer or Mercedes-Benz Financial Services provide the personal information that you supplied to them to American Express Bank, F.S.B. and its affiliated entities to be used by American Express in connection with a submitted application for the Mercedes-Benz Credit Card from American Express.

7. 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 <u>IMPORTANT CONTRACT OF ARBITRATION CONTAINED</u> <u>ON PAGE 3 OF 3 OF THIS APPLICATION</u> AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF ITS TERMS.

SIGNATURE OF APPLICANT	DATE X	SIGNATURE OF JOINT APPLICANT / OTHER PARTY	DATE X
BROKER ARRANGED TRANSACTION Yes IF YES, BROKER NA	AME		BROKER PHONE # Ext:
DEALER (SELLER)/LESSOR		Total Cash Price/Capitalized Cost Less: Net Trade Cash Down/Capitalized Cost Reduction	
Manual Transmission M-B Factory Warranty (Pre-owned Only)	DDEL	Unpaid Balance/Adjusted Capitalized Cost	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, Mercedes-Benz Financial Services USA LLC d/b/a Mercedes-Benz Financial Services 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, Mercedes-Benz Financial Services USA LLC d/b/a Mercedes-Benz Financial Services 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.
- 6. 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 the National Center for Dispute Settlement, 43230 Garfield Road, Suite 130, Clinton Township, MI 48038 or the Internet at http://www.ncdsusa.org/, or any other organization that you may choose subject to our approval.
- 7. 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 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. 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 any additional filing fee or case management fee. 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 that 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.
- 8. 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.
- 9. 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.
- 10. 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.