

**West Virginia Balloon Addendum**

Buyer's Name:	Co-Buyer's Name:	Creditor-Seller:
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YEAR	MAKE	MODEL	Vehicle Identification Number

You, the Buyer (and Co-Buyer, if any) entered into a retail installment contract (the "Contract") dated \_\_\_\_\_ with the Creditor-Seller (sometimes referred to as "we" or "us") in connection with the purchase of the above referenced vehicle. This Balloon Addendum ("Addendum") amends and is part of the Contract. Capitalized terms not defined in this Addendum shall have the same meaning as in the Contract.

The last scheduled installment payment under the Contract in the amount of \$\_\_\_\_\_ (the "Balloon Payment Amount") is due on \_\_\_\_\_ (the "Balloon Payment Due Date") and is more than one and one-half times as large as the average of all other regularly scheduled payments. The Balloon Payment Amount is due in full on the Balloon Payment Due Date. The Contract is a simple interest contract. This means the actual amount owed on the Balloon Payment Due Date may differ from the Balloon Payment Amount depending on when you make your payment. You have the below options on the Balloon Payment Due Date:

**1. Balloon Payment Option 1. Payment in Full:**

You may pay all that you owe on the Balloon Payment Due Date and keep the vehicle.

**2. Balloon Payment Option 2. Refinance Balloon Payment:**

You have the option to refinance the Balloon Payment Amount. To refinance the Balloon Payment Amount, you must satisfy the following conditions:

- You cannot be in default.
- Notify us in writing at least 30 days before the Balloon Payment Due Date that you wish to refinance the Balloon Payment Amount.
- Repay us any and all amounts owed or past due before you can refinance the Balloon Payment Amount.
- If you refinance the Balloon Payment Amount, the APR will be the lower of the APR agreed to by you and us on the Balloon Payment Due Date or the maximum APR permitted by law.
- The monthly payment will be the same as agreed in the Contract if the amount refinanced will be fully paid within 36 months of the Balloon Payment Due Date. Otherwise, the monthly payment will be the amount needed to fully pay the amount refinanced within 36 months of the Balloon Payment Due Date.
- The term of the refinancing will be based on the amount refinanced, monthly payment and APR.
- Provide us with acceptable proof of insurance

**3. Balloon Payment Option 3. Return Vehicle:**

You may return and sell the vehicle to us. To return and sell the vehicle to us, you must satisfy the following conditions:

Customer  
Initials\_\_\_\_\_pg.1

# CHRYSLER

## C A P I T A L

- Notify us in writing at least 30 days before the Balloon Payment Due Date if you wish to return and sell the vehicle to us.
- Return the vehicle to us no later than 5 days before the Balloon Payment Due Date for an amount equal to the Balloon Payment Amount.
- Pay us any other amount owed under the Contract.
- Pay us \$\_\_\_\_\_ per mile for each mile in excess of \_\_\_\_\_ mile shown on the odometer.
- Pay us the estimated costs of all repairs to the vehicle caused by an excess wear and usage of the vehicle. These repairs include, but are not limited to: (a) replacement of any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread; (b) repair of mechanical defects; (c) repair or replacement of all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted, or broken glass; all faulty window mechanisms; all stains, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. If you have not made the repairs before inspection of the vehicle you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to us. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to us.
- Take the vehicle for inspection to a location to be determined by us, at least 15 days before the Balloon Payment Due Date.

Deliver the vehicle to us by the Balloon Payment Due Date and give us title to the vehicle free of any liens other than our lien and transferring ownership to us or anyone designated by us.

**BY SIGNING BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS ADDENDUM, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS ADDENDUM, AND ACKNOWLEDGE THAT THIS ADDENDUM AMENDS THE CONTRACT.**

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-BUYER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CREDITOR-SELLER

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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