



# **CHRYSLER CAPITAL** TRAC LEASE PROGRAM GUIDE







### **TRAC LEASE PROGRAM** (TERMINAL RENTAL ADJUSTMENT CLAUSE)

Chrysler Capital is pleased to announce our new Terminal Rental Adjustment Clause (TRAC) Lease Program, designed as an alternative to traditional close-end leasing. The TRAC Lease Program acts as an equipment lease to provide options for businesses and individuals who may be interested in some of the tax benefits\* available through TRAC leasing in comparison to conventional retail financing. Combining the advantages of leasing with some of the characteristics of balloon financing, it provides the ultimate in flexibility – flexible payment, flexible term, flexible residual and flexible lease-end options.

Below are some of the reasons why your customer should consider a TRAC lease:

- » Customer determines term and residual that best fits their needs
- » Available to business and individuals vehicle must be utilized for business purposes a minimum of 51% of the time
- » All Chrysler vehicles are eligible
- » No mileage or wear charges will be assessed at end-of-lease
- » Tax advantages may be available (customer should contact a tax advisor to see if they are eligible for tax deductions)
- » Lease-end options buy, trade or return to Chrysler Capital for disposition
- » No security deposits
- » Low fees assigned to the transactions
- » Aggressive pricing
- » All the best characteristics of a true lease and retail balloon contract combined into one

### TRAC LEASE PROGRAM RULES AND ELIGIBILITY

The Chrysler Capital TRAC Lease Program is uniquely designed to give customers and dealers an attractive financing option that factors in the ownership of over-the-road commercial vehicles.

#### Eligible customers: Businesses and individuals

- » Businesses
  - Must be well-qualified applicants
  - Be in business for at least five years
  - No bankruptcies, judgments or open tax liens
- » Individuals
  - Must be well-qualified applicants
  - Must have five open lines of credit with like-debt reporting
  - No personal bankruptcies, judgments or open tax liens

\*Tax advantages may be available and customers should contact a tax advisor to see if they are eligible for tax deductions.

#### Eligible vehicles: All new Chrysler Group vehicles

» Unit must be categorized as 51% used for business purposes

#### Eligible terms: Any terms between 24-60 months

#### Contract structure:

- » Max advance of 115% of Residualizable MSRP
- » Money factor and residual based on tier and term, refer to TRAC Lease Rate Sheet

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- » Not eligible for incentivized rates
- » Eligible for rebates and CCAP Bonus Cash
- » Eligible for flats or dealer participation and acquisition fee markup
- » Commercial upfits will be residualized

#### Residuals by term:

- » Maximum residuals are based on the term and tier requested (24 60 months). Please refer to the TRAC Lease Rate Sheet for rates and residuals by tier. Below are the max residuals for tiers 1-3:
  - 24 months = 40% residual
  - 25-36 months = 35% residual
  - 37-48 months = 30% residual
  - 49-60 months = 25% residual
- » Calculate the end-of-term residual by multiplying the MSRP by the residual percentage that corresponds to the contracted term
  - For example, an MSRP of \$36,000, contracted for 36 months (35% residual) would have a \$12,600 end-of-term residual
- » Residuals can be as low as 1%
- » Upfits can be added to the MSRP before calculating the residual

#### **Required documents:**

- » Copy of the Chrysler Capital TRAC Lease Contract
- » Commercial Credit Application
- » Copy of the application for title
- » Copy of the odometer statements
- » Copy of the manufacturer's invoice
- » Copy of the upfit invoices (if applicable)
- » Corporate Resolution required for Business Only Transactions
- » Notice to Cosigner and Third-Party Guarantee Agreement required for Third-Party contracts
- » Commercial TRAC Lease Funding Checklist recommended

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#### HOW TO APPLY FOR A CHRYSLER CAPITAL COMMERCIAL TRAC LEASE

Chrysler Capital TRAC Lease applications are only eligible for RouteOne and Dealertrack. All Chrysler Capital Commercial TRAC Leases must be indicated as the intended product in order to be decisioned as a TRAC Lease.

#### TO APPLY THROUGH ROUTEONE

To apply for a Chrysler Capital TRAC Lease through RouteOne, select "Lease" as the transaction type and then populate the applicant information. Before submitting, select "TRAC Lease" from the Finance Source Specific Information dropdown.

Chrysler Capital - Test Dealership (TV90K) Login Into	Notifications:			<b>0- 0</b> O
Doc Fees: 0 GAP) 0 Service Contract: 0 Credit Life: 0 Disability: 0 Other Insursive: 0 Cash: 0 Restate: 0 Trode Alwance: Trode Owed: Ker Cap Cod (0	(*) (*) (*) (*) (*) (*) (*) (*) (*) (*)	Gross Cap Cost 0 Total Cap Cost Reduction: 0 Loan To ValeetLTVJ: Payment To Income(PTI):	Base Max. Pint.: (+) Monthly Lease Tax: (+) Total Max. Pint.: (+) Wholesale Transler Basidau Value %) Residual Value %) Security Deposit Cost. RateMoney Factor Lease Rate %:	
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#### TO APPLY THROUGH DEALERTRACK

To apply for a Chrysler Capital TRAC Lease through Dealertrack, first select "Lease" as the product type. Next fill out all applicant required fields prior to selecting "TRAC Lease" as the Program requested through Chrysler Capital.

			YOU HAVE	SELECTED				
roduct / Credi	t / Trade-In					С	hange	
Tax ID*	Legal F	Business Name	Date	Business Feta	blished(MM/DD/YY	(YY) St	* Require ate of Incorporation	
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Most Rece	nt Financial State	ment Years in	Business	# of Er	nployees	_		
CPA-Audit		5+	•	160				
Bank Nam	e*	Checking	Account #*	Conta	ct Name at Bank*	Co	ntact Phone #*	_
Financia	l/Collateral Inf	ormation				_		_
Stock #	VIN #							
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Other (If)	not listed above)							
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#### HOW TO ORDER CHRYSLER CAPITAL COMMERCIAL TRAC LEASE CONTRACTS

Chrysler Capital's one-page, printable copy of the Chrysler Capital Commercial TRAC Lease Agreement is available for order through Wolters Kluwer Financial Services and is required for Chrysler Capital Commercial TRAC Leases. You may obtain Chrysler Capital motor lease agreements including the TRAC Lease Agreement by filling out the Motor Vehicle Lease Agreement Order Form on the Chrysler Capital Dealer Website via DealerCONNECT or by calling Wolters Kluwer at 800-552-9410.

	Wolters Kluwer	P.O. Box 1457 St. Cloud, Minnesota 56302-1457 1.800.397.2341 www.wolterskluwerfs.com
		r Capital Agreement Order Form
	You may obtain Chrysler Capital motor vehicle lease agreements by p	acing your order through one of the following channels:
	Email: customersupport@wolterskluwer.com Fax: 1-80	00-466-6309 Phone: 1-800-552-9410
	Questions regarding your order should	be directed to WKFS at 1-800-552-9410.
	DEALER IN	FORMATION
	Dealership Name and Dealer Number:	
	Wolters Kluwer Financial Services Customer Number:	
	Street Address:	
	City, State, Zip:	
	Phone and Email:	
	Ordered By:	
	QUANTITY an	d FORM NAME
	Motor Vehicle Lease A	greement – Closed End
		ater than 100 may need approval from Chrysler Capital)
	SANMVLCEUCCC**         SAN-MVLCE-GA         SAN-           SAN-MVLCE-CA         SAN-MVLCE-HI         SAN-           SAN-MVLCE-CT         SAN-MVLCE-IL         SAN-	NVLCE-MD SAN-MVLCE-NJ NVLCE-MI SAN-MVLCE-NY NVLCE-MO SAN-MVLCE-RI NVLCE-MS SAN-MVLCE-WA NVLCE-NH SAN-MVLCE-WI
	* SAN-MVL-CE to be used in the following states: AL, AK, AR, AZ, DE, ** SANMVLCEUCCC to be used in the following states: CO, IA, ID, IN,	KY, MA, MN, MT, NC, ND, NE, NM, NV, OH, OR, PA, SD, TN, TX, VA, VT KS, ME, OK, SC, UT, WV, WY
	Motor Vehicle Commercial TRA	C Lease Agreement – Open End
Quantit	ty: 50 SAN-MVL-COMM (TRAC) (multi-state)	
	SHIP	PING
	Fed Ex Ground	er jeuprense adatamentermaterristion.
	2 <sup>nd</sup> Day* (requires Dealer Account Number)	Fed Ex UPS
	Standard Overnight* (requires Dealer Account Number)	Fed Ex UPS
	Priority Overnight* (requires Dealer Account Number)	Fed Ex UPS
	Quantity to ship via Overnight, with re	maining quantity shipping Fed Ex Ground
	* Dealer Account Number (Fed Ex or UPS) must be provided for 2	<sup>nd</sup> day and overnight deliveries.
	WKES Inter	nal Use Only
		Date:

### HOW TO CONTRACT A CHRYSLER CAPITAL TRAC LEASE

The Chrysler Capital Commercial TRAC Lease Agreement is very similar to the traditional Chrysler Capital Lease Agreement. Below are the instructions required for contracting TRAC Leases.

#### **Section 1. Parties and Terms**

1. Parties and Terms			
Lessor Name and Address		Lessee(s) Name(s) and Address(es)	Garaging Address (primary location of Vehicle)
Lease No.	County		Lease Term:months
Scheduled Termination Date:			

The Lessor for the Commercial TRAC lease in part one of the contract is the dealership. The Lessee name and addresses section should have the business address listed as well as any applicable coapplicants. If the garaging address is different from the business address or coapplicant address, it will need to be listed separately as the primary location of the vehicle. The scheduled termination date will be calculated by your DMS system, defined as the contract date plus 29 days.

#### Section 2. Lessee Certification

2. Lessee Certification
ESSEE CERTIFICATION: Lessee hereby certifies under penalty of perjury that Lessee intends to use each Vehicle more than 51% of the time for agricultural, business or ommercial purposes.
OTICE OF TAX TREATMENT: Lessee has been advised that Lessee will not be treated as the owner of the Vehicle for federal income tax purposes. Lessor makes no rarranties as to Lessee's eligibility for tax deduction purposes as a result of this Lease. Please seek independent financial advice for more information based on your articular circumstances.
y:Title:

An authorized signer must provide their handwritten signature and proper business title indicating that they are utilizing the vehicle for business purposes.

### Section 11. Purchase Option

11. Purchase Option. You have the option to purchase the Vehicle for \$\_\_\_\_\_\_and a fee of \$350 (the "Purchase Option Fee"). The purchase option price does not include official fees such as those for taxes, tags, license and registration which you will also be required to pay. If you choose to purchase the Vehicle, you will be responsible for retitling it at your expense.

Please inform your customer that they are responsible for the \$350 purchase option fee (section 11) plus any amounts indicated on section 26 of the Commercial TRAC Lease Agreement.

#### Section 14. Additional Protections

#### 14. Additional Protections

No Gap Liability. If you have the Required Insurance in place at the time the Vehicle is stolen, damaged or destroyed, you will not be liable for the "Gap Amount". For the purposes of this Section, the Gap Amount shall be the difference between the amounts described in Section 23.c. and your insurance proceeds. This protection is provided to you without additional charge. If you do not have the Required Insurance, this Gap Coverage will not apply to you.

GAP coverage is included without an additional charge to the customer, provided the customer has the Required Insurance, as defined on the Commercial TRAC Lease Agreement. GAP coverage cannot be sold.

#### 15. Optional Additional Protections

You may buy any of the following <u>voluntary</u> protection plans. They are <u>not</u> required for this Lease and will <u>not</u> be a factor in our decision to lease the Vehicle to you.

By signing below, you agree that you want to purchase the described optional item(s) and that you received and reviewed a copy of the contract(s) for the products(s). If no coverage or charge is given for an item, you have declined any such coverage we offered. Charges for these items are included in either the *Itemization* of *Amount Due at Lease Signing or Delivery* or the *Itemization of Gross Capitalized* Cost Section.

a. Optional Service Contract			
Price	\$		
Provider			
Term			
Coverage			
b. Optional			
Price	\$		
Provider			
Term			
Coverage			

# Section 15. Optional Additional Protections

TRAC Commercial Leases are eligible for additional protection, excluding GAP.

### Section 16. Additional Terms

#### 16. Additional Terms

a. Additional Fees and Charges. Information about a Late Charge can be found in the Additional Lease Terms Section. In addition to the other amounts promised in this Lease, you agree to pay the following.

- Vehicle Return Fee. You will pay us a Vehicle Return Fee of \$495 if this Lease is terminated before the end of the Scheduled Lease Term and the Vehicle is returned to us or to our agents, or the Vehicle is lost, stolen or destroyed. This Fee will not apply if the Lease ends early by your purchase of the Vehicle.
- Disposition Fee. You will pay us a Disposition Fee of \$395 when you return the Vehicle at the end of the scheduled Lease Term. This Fee will not apply if the Lease ends early or if you buy the Vehicle at the end of the Lease Term.
- Administrative Charge. At our discretion we may pay fines, tolls, parking violations or other amounts imposed on the Vehicle resulting in its operation if you fail to pay them. We are not required to do so. You agree to immediately repay us any such amounts that we pay on your behalf plus an administrative charge of \$25, unless otherwise prohibited by law. In addition, Lessor may share information about this Lease with state agencies or their designees including your name, address and Vehicle information.
- Returned Payment Charge. If any of your payments due under this Lease are returned or dishonored due to insufficient funds or otherwise, you hereby agree to pay us the amounts of \$25.

The additional fees associated with Chrysler Capital Commercial TRAC Leases are hard coded in section 16 of the Chrysler Capital Commercial TRAC Lease Agreement. They are also stated below:

- » Vehicle Return Fee = \$495
- » Disposition Fee = \$395

The disposition fee will be waived\* for customers entering into a second lease with Chrysler Capital. To initiate this loyalty perk, log in to ChryslerDirect.com and follow the steps outlined below:

- 1. Click "YES" to indicate the customer is entering into a new lease with Chrysler Capital
- 2. Provide the VIN for the new lease

With acknowledgement that Chrysler Capital has approved the contract, we will waive the disposition fee of the leased turn-in vehicle. An approval is required for the new lease at the time of grounding. Please verify the intentions of the customer prior to grounding the leased vehicle. Special exceptions for unique situations may be made by contacting the Chrysler Capital Allegiance Team dedicated dealer line at 855.569.9023.

\*If the disposition fee is waived and a new lease is not financed through Chrysler Capital, the dealer is responsible for such disposition fee. By grounding the existing lease within ChryslerDirect.com, clicking YES to the question "Will the customer be leasing a new vehicle through CCAP?" and entering in a VIN, you are agreeing that the customer will be leasing a new vehicle through Chrysler Capital. Waived disposition fees that do not adhere to Chrysler Capital's terms and conditions regarding this loyalty perk will result in the fee being assessed to the dealer. Clicking NO on ChryslerDirect.com indicates the customer will not be leasing a new vehicle through Chrysler Capital. Therefore the customer will be responsible for the disposition fee as outlined in their Chrysler Capital Lease Agreement.

- » Administrative Charge: we may pay unpaid, outstanding fees charged against the vehicle on behalf of the customers and forward the cost of the fee(s), plus an administrative charge of \$25, to the customer.
- » Returned Payment Charge: if Chrysler Capital Commercial TRAC Lease payments are returned or dishonored for any reason, the customer hereby agrees to pay us the amount of \$25, in addition to the amount of the dishonored check.

## Section 17. Terminal Rental Adjustment Clause

#### 17. Terminal Rental Adjustment Clause

Upon termination of this Lease, we will proceed to the sale of the Vehicle and to the adjustment of the rental amounts, which shall be performed as follows:

- If the amount of Net Balance exceeds the Residual Value of the Vehicle, such excess will be paid by Lessor to Lessee ("Rental Surplus").
- If the amount of the Net Balance is lower than the Residual Value, Lessee shall submit the difference between such Net Balance and the Residual Value to Lessor (such difference to be hereinafter referred to as the "Rental Deficiency").

For more information on the Terminal Rental Adjustment Clause, please review Section 24.e.

Please pay special attention to section 17, outlining the termination of the Chrysler Capital Commercial TRAC Lease if the vehicle is returned and disposed by Chrysler Capital.

### Section 19. Signatures

Example below.

19. Signatures				
Entire Agreement. Your and our entire agreement is contained in: (a) this Lease; and (b) any related agreement between you and us about conditions that must be satisfied after delivery of the Vehicle. There are no unwritten agreements regarding this Lease. Any change to this Lease must be in writing and signed by you and by us.				
Notice to Lessee. (1) Do not sign this Lease before you read it or if it contains any blank spaces; (2) You are entitled to a completely filled-in copy of this Lease; and (3) each Lessee and Co-Lessee is jointly and severally liable under this Lease.				
By signing below, you agree to the terms on pages 1 and 2 of this Lease. You received a copy of this Lease and had a chance to read and review it before you signed it.				
LESSEE(S) Business Name XYZ Business Inc.				
Authorized signature				
Name Date Signed				
Co-buyer signature (if applicable)				
Name Date Signed				

#### Additional Documentation

For business only transactions a Corporate Resolution is required, indicating the business signer is authorized to initiate and sign a contract.

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For third-party guarantees, a state-specific Notice to Cosigner form and the Chrysler Capital Third Party Guarantee Agreement are required.

See Chrysler Capital TRAC Lease Funding Checklist and TRAC Rate Sheet for a complete list of required documents.