

ADDENDUM TO NON-RECOURSE MA

Dealer name must match the name indicated on page 1 of the Dealer Agreement

This Addendum (“Addendum”) is made between Santander Consumer USA Inc. doing business as Chrysler Capital (“SC”), and [] (“Dealer”). The parties hereto are parties to a Non-Recourses Master Services Agreement (the “Agreement”), which this Addendum supplements. This Addendum is, therefore, subject to every term, condition and provision of the Agreement, except to the extent such terms and conditions are inconsistent with the terms and conditions set forth herein. In such event, the terms and conditions of this Addendum shall control. This Addendum shall be effective contemporaneously with the Agreement (“Addendum Effective Date”).

Date must match Dealer Agreement date

WHEREAS, SC and Dealer have entered into the Agreement dated [] and

WHEREAS, SC and Dealer desire to modify the Agreement by adding the terms set forth

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, SC and Dealer hereby agree as follows:

1. Annex B, attached hereto, is hereby added to the Agreement.
2. Entire Agreement; Further Amendment. The Agreement and this Addendum constitute the entire agreement between the parties respecting the subject matter hereof, and supersede all prior written and oral proposals, understandings and agreements. No amendment or modification of the Agreement and/or this Addendum shall be effective unless it is in writing and executed by both parties’ authorized representatives.
3. Capitalized Terms. All capitalized terms used herein, if any, that are not specifically defined herein shall have the same meaning as set forth in the Agreement.
4. Continuation of Agreement. Except as specifically provided herein, all other terms and conditions of the Agreement shall be unaffected by this Addendum and shall remain in full force and effect.
5. Governing Law. This Addendum shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles.
6. Counterparts. This Addendum may be executed in several counterparts, each of which shall be deemed an original, and when executed, either separately or together, shall constitute but a single original instrument, effective in the same manner as if the parties had signed one and the same instrument.

[Signatures to be included on the next page]

Sample Dealer Agreement Addendum Job Aid

Note: Dealer signing the Dealer Agreement should also sign here as a witness.

Best Practice: Have the person signing the Dealer Agreement also sign the addendum all the way through.

IN WITNESS WHEREOF, SC and Dealer _____ have as
of the Addendum Effective Date.

CONSUMER USA INC. [Insert Dealer Name]
CHRYSLER CAPITAL

Leave blank for CCAP use

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Name of dealership as indicated on the Dealer Agreement

Dealer complete this side. Indicate name, title, date, and sign.

Note: This can be signed by any officer of the company as long as they are listed in the corporate document with their name and title. However, it is preferred that the signer of the Dealer Agreement signs here.

Complete Legal and DBA name as indicated on the Dealer Agreement and FCA Broadcast

EX B – CORPORATE RESOLUTIONS

Dealer State

I HEREBY CERTIFY that, at a meeting of the Board of Directors (or Board of Managers/Members or Partners) of _____ (the “Dealer”), an entity duly organized and existing under the laws of the state of _____, which meeting was duly called in accordance with the Dealer’s governing documents and held on _____ (Insert Date), at which a quorum was at all times present and acting, the following resolutions were duly adopted and that such resolutions have not been amended, rescinded or otherwise altered with any of the provisions of the governing instruments of the Dealer.

Date as indicated on Dealer Agreement and FCA Broadcast

Indicate Authorized Signer signatures, names, and titles.

Note: Individual signing the Dealer Agreement and any other individuals authorized here should be listed on all other documents (i.e. - page 9 of Dealer Agreement)

RESOLVED, that the following persons (the “Authorized Signers”) is each hereby authorized to execute and documents necessary to consummate the lease of vehicles by consumers, or those authorized to execute the purpose of these resolutions on behalf of Dealer of (1) a Non-Recourse Master Dealer Agreement”; and (2) any documentation thereunder.

Authorized Signers:

_____	_____	_____
Individual Authorized to Sign (Print)	Individual Authorized to Sign (Signature)	Title
_____	_____	_____
Individual Authorized to Sign (Print)	Individual Authorized to Sign (Signature)	Title
_____	_____	_____
Individual Authorized to Sign (Print)	Individual Authorized to Sign (Signature)	Title
_____	_____	_____
Individual Authorized to Sign (Print)	Individual Authorized to Sign (Signature)	Title

_____ Federal Tax ID

Federal Tax ID is a required field and must match Dealer Agreement

RESOLVED, that the Authorized Signers in negotiating, consummating the Dealer Agreement, and the execution of any other documents contemplated thereunder, are hereby approved and ratified.

RESOLVED, FURTHER that, unless and until Chrysler Capital receives written notice stating otherwise, Chrysler Capital may rely and act upon any purported signature of, and/or oral, written, electronic or other communication purportedly sent by, Dealer in connection the Chrysler Capital Non-Recourse Master Dealer Agreement and the transactions contemplated thereunder and that Chrysler Capital has no obligation to perform further due diligence to confirm any such signature.

RESOLVED FURTHER, that a certified copy of these resolutions be delivered to Chrysler Capital, and that they shall remain in full force and effect until written notice of their repeal shall have been actual received by Chrysler Capital.

Dealer State

The undersigned further certifies that the authority conferred by the _____ is not inconsistent with the entity governance documents of the Dealer, nor _____.

Date of signing, which must also match date of the Dealer Agreement

IN WITNESS WHEREOF, I have executed this certificate as of _____
(insert date).

By:
Title:

Signature, name and title of Witness listed on page 2

The person who signs page 4 must be listed on the corporate document or the signer can witness their own signature.

This can be signed by any officer of the company as long as they are listed in the corporate document with their name and title. However, it is preferred that it also be the same individual signing the Dealer Agreement.