This Waiver ("Waiver") waives excess wear & use charges subject to the terms and conditions herein, and is entered into between You ("You, Your or Consumer") and the Lessor ("We, Us or Our") that executes this Waiver on the signatory line below or its assignee. This Waiver amends Your lease and is a part thereof. This waiver is not insurance.

We agree to amend Your lease by waiving excess wear & use charges as follows subject to the terms and exclusions on the reverse side of this form:

- If You drive Your vehicle an average of 25,000 miles or less per year, we will waive excess wear and use charges up to a maximum of $5,000.
- If You drive Your vehicle more than an average of 25,000 miles per year, we will waive excess wear and use charges up to a maximum of $2,500.

We also agree to waive the excess mileage charge You may owe under Your lease up to $400.

This Waiver applies only to the excess wear & use that exists at the time You turn in Your vehicle. You are responsible for the amount of excess wear & use charges equal to Your deductible.

By signing below, You acknowledge that You have elected to amend Your lease, and that You have read and understood all of the terms of this Waiver, including the conditions, limitations and exclusions printed on the reverse side. YOU UNDERSTAND THAT THE PURCHASE OF THIS WAIVER IS NOT REQUIRED TO OBTAIN CREDIT. Coverage will not be provided unless You sign below and pay the charge shown above.

Administrator: American Auto Guardian, Inc. P.O. Box 1910, Arlington Heights, IL 60006-1910; 1-888-279-9334

XSW-EWT (03/18)
A. BUSINESS USE OPTION
If the Business Use Option box is checked on the front page, then vehicles that meet the following criteria are covered: vehicles used in business, except the following vehicle uses are not covered: rental, hire to public, ride sharing, hauling, plowing, construction, towing, law enforcement, emergency purposes, and any circumstances listed in the exclusions.

B. EXCLUSIONS
This Waiver does not waive any of your obligations under the lease, except as stated herein, and does not waive charges for excess wear & use under the following circumstances:

1. If the lease has an original term of less than 12 months or greater than 48 months.
2. If your vehicle has more than 10,000 miles on the odometer at lease inception or has previously been titled in other than the dealer’s name.
3. If your vehicle is a chassis cab, low cab forward or cutaway configuration.
4. For any excess wear & use amounts that are assessed to you which exceed $5,000, unless you drive your vehicle more than an average of 25,000 miles per year, in which case you will be responsible for excess wear & use amounts that are assessed to you which exceed $2,500.
5. Any charge for a single item of excess wear and use with the excess wear standard described in the lease that is $1,000 or more. All damage or wear that appears to relate to a single incident or event will be considered one item.
6. If you have not complied with all the terms and conditions of your lease agreement.
7. If you terminate your lease more than 180 days after the original scheduled termination date.
8. If you have not returned your vehicle to us or our agent, or any GM Dealer as instructed, or if you exercise the purchase option under your lease.
9. Any portion of excess mileage charges that exceed $400.
10. If your vehicle’s M.S.R.P. is greater than $125,000.
11. If the vehicle is used in business, unless the Business Use Box is checked.
12. If the vehicle is used for law enforcement or emergency services, or used in any racing, stunts, demolition contests, or while preparing or practicing for such activity.
13. Repairs done prior to lease termination.
14. Charges that would be covered by a service contract you purchased or by a warranty or manufacturer or repairer’s guarantee that you received.
15. Charge(s) due to missing equipment or parts valued greater than $150 each.
16. Charges due to dishonest, intentional, fraudulent, criminal or illegal acts committed by you or committed with your knowledge and/or consent.
17. Charges due to war, terrorism or riot.
18. Charges not set forth on the itemized inspection statement detailing the excess wear and use charges as signed by you.
19. If the odometer has stopped, been altered, tampered, disconnected, or if it in any way misrepresents the vehicle’s actual mileage unless the odometer was modified in compliance with federal odometer laws.
20. If your vehicle is repossessed because you are in default or if your vehicle is deemed a total loss by the insurance company providing physical damage insurance.
21. If you purchased this Waiver after the effective date of your lease.
22. If you have not maintained and kept your vehicle in good condition as required by the lease.
23. If the damage is due to alterations, improper repairs, or modifications, including but not limited to replacement parts that do not meet the manufacturer’s specifications, mismatched parts to a set, add-on parts, poor or incomplete body work, body filler, mismatched paint or poor quality paint job from a repair, and damage to the vehicle’s frame or alignment.
24. Any electrical or mechanical excess wear and use charges including brakes or batteries.
25. Any part, equipment, or accessory added to the vehicle after delivery to you.
26. Charges due to the removal of signs, lettering, bumper stickers and other adhesives.
27. If snow tires or recapped tires are left on the vehicle instead of original equipment tires or the equivalent.

C. TERM AND CANCELLATION
This Waiver expires when your lease ends. To cancel this Waiver and receive a full refund of the amount paid, you must notify the original leasing dealer/retailer in writing within 60 days from the Waiver purchase date. After 60 days, only we may cancel this Waiver and a cancellation fee of $30 will apply. We may cancel this Waiver because you are in default on your lease, or because your vehicle has been repossessed or declared a total loss by the insurance company providing physical damage insurance. If this Waiver is cancelled, we will apply the unearned portion of the purchase price to the balance owing on your lease. The unearned portion of the purchase price will be calculated using the pro rata method based on the unexpired months of your lease term at cancellation divided by the total months of your lease term. If this Waiver is cancelled, we will not waive charges for excess wear and use, and you will be responsible for said charges.

D. EXCESS WEAR AND USE CLAIM
Upon return of your vehicle to us, we will inspect your vehicle for excess wear and use damage. We will waive charges for excess wear and use damage that is covered by this Waiver, and invoice you for damage that is not covered. If you have any questions regarding the benefits provided under this Waiver, you may contact our Administrator at P.O. Box 1910, Arlington Heights, IL 60006-1910; 1-888-279-9334.