Mercedes-Benz Financial Services

AUTOMOBILE PURCHASER/LESSEE'S STATEMENT (BUSINESS)

Please Print

VEHICLE INFORMATION

TYPE OF CONTRACT	DEALERSHIP NAME		CONTACT
☐ Retail Installment ☐ Lease			
YEAR	MAKE ☐ New ☐ Pre-owned ☐ Demo	MODEL	MILEAGE

APPLICANT INFORMATION

COMPANY NAME			PHONE # Ext:
HOME OFFICE ADDRESS	CITY	STATE	ZIP CODE

☐ Buying ☐ Renting ☐ Leasing ☐ Own	NAME AND ADDRESS OF MORTGAGEHOLDER(S)/LANDLORD		MONTHLY MORTGAGE/RENT
TAXATION COUNTY	CITY	STATE	ZIP CODE

NATURE OF BUSINESS	FOR PROPRIETORSHIP ONLY, ARE YOU A U.S. CITIZEN OR PERMANENT RESIDENT ALIEN? ☐ Yes ☐ No

YEARS ESTABLISHED	DATE OF: ☐ Incorporation ☐ Partnership ☐ C Corporation ☐ S Corporation ☐ Proprietorship	YEARS UNDER PRESENT OWNERSHIP

IS BUSINESS LISTED WITH DUN & BRADSTREET? ☐ Yes ☐ No	IF YES, *DUNS* NUMBER	TAX ID

HAVE YOU EVER HAD ANY PROPERTY REPOSSESSED? ☐ Yes ☐ No	DO YOU HAVE ANY SUITS OR JUDGEMENTS PENDING AGAINST YOU? ☐ Yes ☐ No	HAVE YOU FILED FOR BANKRUPTCY IN THE LAST 10 YEARS? ☐ Yes ☐ No

NAME OF AFFILIATE CO. OR SUBSIDIARY	ADDRESS

OFFICERS	TITLE	% OWNERSHIP	YRS WITH COMPANY
	TITLE	% OWNERSHIP	YRS WITH COMPANY
	TITLE	% OWNERSHIP	YRS WITH COMPANY

Majority Stockholder If Other Than Officers

BANK INFORMATION

NAME OF BANK	BRANCH ADDRESS		
PHONE # Ext:	LOAN OFFICER	BALANCE	☐ Checking Account ☐ Loan Amount — ACCOUNT #

CREDITORS

NAME OF COMPANY	ADDRESS	PHONE # Ext:
NAME OF COMPANY	ADDRESS	PHONE # Ext:

PREVIOUS VEHICLE

☐ Leased ☐ Financed	NAME OF FIRM	ACCOUNT #	PHONE # Ext:

FINANCIAL

Financial Statements (most current year end and prior year end including footnotes) may be requested from business applicants.

OPERATOR'S INFORMATION

Only complete Operator Information if there is no Guarantor or the Operator is different from the Guarantor.

NAME	RELATIONSHIP TO APPLICANT	BIRTHDATE	STATE	OPERATOR'S LICENSE #

ADDRESS	SOCIAL SECURITY #

GUARANTOR(S)

GUARANTOR'S NAME	RELATIONSHIP TO APPLICANT	SOCIAL SECURITY #	BIRTHDATE

DRIVER'S LICENSE #	STATE	# OF DEPENDENTS	ARE YOU A U.S. CITIZEN OR PERMANENT RESIDENT ALIEN?
			☐ Yes ☐ No

ADDRESS	CITY	STATE	ZIP CODE	LIVED THERE	PHONE #
				Yrs. Mos.	Ext:

☐ Buying ☐ Renting ☐ Leasing ☐ Own

NAME AND ADDRESS OF MORTGAGEHOLDER(S)/LANDLORD

MONTHLY MORTGAGE/RENT

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	HOW LONG?	GROSS SALARY OR WAGES	OTHER INCOME SOURCE
	Yrs. Mos.	Per	Per

GUARANTOR IS OPERATOR OF VEHICLE?	BANK REFERENCE	PHONE #
☐ Yes ☐ No		Ext:

By signing this application:

1. You authorize Dealer, Mercedes-Benz Financial Services USA LLC, Daimler Trust, and any finance company, bank, or other financial institution to which the Dealer submits your application to investigate your credit and employment history, obtain credit reports, and release information about your credit experience as the law permits, in connection with this application for credit.
2. If an account is created, you authorize Mercedes-Benz Financial Services USA LLC, Daimler Trust, 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.
5. You consent and agree that Mercedes-Benz Financial Services USA LLC, Daimler Trust, 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. **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 THE TERMS OF THE IMPORTANT CONTRACT OF ARBITRATION CONTAINED ON PAGE 4 OF THIS APPLICATION AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF ITS TERMS.**

Guarantor's Signature **X** _____ Date: _____

MARITAL INFORMATION STATEMENT – WISCONSIN RESIDENTS ONLY/Marital Status

IS CO-APPLICANT YOUR SPOUSE? ☐ Yes ☐ No	IS APPLICANT YOUR SPOUSE? ☐ Yes ☐ No
☐ Married — DATE OF MARRIAGE	☐ Married — DATE OF MARRIAGE
SPOUSE'S NAME (IF OTHER THAN CO-APPLICANT)	SPOUSE'S NAME (IF OTHER THAN APPLICANT)
ADDRESS	ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
☐ Legally Separated — DATE OF DECREE OF LEGAL SEPARATION	☐ Legally Separated — DATE OF DECREE OF LEGAL SEPARATION
☐ UNMARRIED - The term "unmarried" includes single, divorced, or widowed persons	☐ UNMARRIED - The term "unmarried" includes single, divorced, or widowed persons

Notice to Married Applicants: No provision of any marital property agreement, statutory individual property classification agreement ("opt-out" agreement under section 766.587 of the Wisconsin Statutes), a unilateral statement under section 766.59 of the Wisconsin Statutes, or court decree under section 766.70 of the Wisconsin Statutes adversely affects the interest of the creditor, unless the creditor prior to the time credit is granted receives a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

Is there a marital property agreement, statutory individual property classification agreement, unilateral statement, or court order that you wish the creditor to consider in evaluating your credit application? Check the appropriate box:

☐ No ☐ Yes (If yes, provide the creditor with a copy of the agreement, statement or order.)

Notice of Non-Applicant Spouse (Married Applicants only): If the credit applied for is individual credit or joint credit with an applicant who is not your spouse, the creditor is required by section 766.56 (3)(b) of the Wisconsin Statutes to notify your spouse of the extension of credit.

Statement of Purpose: For a married applicant applying for credit or for joint credit with an applicant who is not your spouse; The credit requested, if granted, will be incurred in the interest of your marriage or family.

SIGNATURE OF APPLICANT	SIGNATURE OF CO-APPLICANT
DATE	DATE

CALIFORNIA RESIDENT: Applicant, if married, may apply for a separate account.

MAINE AND TENNESSEE RESIDENTS: You must have physical damage insurance covering loss or damage to the vehicle for the term of any contract. For a lease, you must also have the liability insurance as described in the lease. You may buy this insurance from anyone you choose. You do not have to buy it from or through someone affiliated with the dealer or an assignee of this contract. Your choice of insurance will not affect the credit approval process unless the insurance does not satisfy the contract requirements or the insurance company does not satisfy the reasonable standards of the dealer or an assignee of the contract.

NEW HAMPSHIRE RESIDENT: If you are applying for a balloon payment contract, you are entitled, if you ask, to receive a written estimate of the monthly payment amount for refinancing the balloon payment in accord with the creditor's existing refinance programs. You would be entitled to receive the estimate before you enter into a balloon payment contract. A balloon payment contract is an installment sale contract with a final scheduled payment that is at least twice the amount of one of the earlier scheduled equal periodic installment payments.

NEW YORK RESIDENT: Consumer reports may be requested in connection with this application. Upon your request, you will be informed as to whether or not a consumer report was requested and informed of the name and address of the consumer reporting agency that furnished the report. On any update, renewal or extension of this credit, subsequent consumer reports may be requested.

OHIO RESIDENT: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

RHODE ISLAND RESIDENT: A credit report may be requested in connection with this application for credit. You have the right to choose the agent and insurer for the insurance required in connection with this transaction, subject to our reasonable approval consistent with the requirements of applicable law.

VERMONT RESIDENT: You consent to the dealer or any assignee of the account or credit agreement or other financial services provider to whom this application is shared to obtain a credit report in connection with this application for credit. In addition, you consent to the holder of your account or credit agreement and any subsequent holder to obtain credit reports in connection with the same transaction or extension of credit, for the purpose of reviewing the account, taking collection action on the account, or for other legitimate purposes associated with the account.

By signing this application:

1. You authorize Dealer, Mercedes-Benz Financial Services USA LLC, Daimler Trust, and any finance company, bank, or other financial institution to which the Dealer submits your application to investigate your credit and employment history, obtain credit reports, and release information about your credit experience as the law permits, in connection with this application for credit.
2. If an account is created, you authorize Mercedes-Benz Financial Services USA LLC, Daimler Trust, 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 not 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 Mercedes-Benz Financial Services USA LLC, Daimler Trust, 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. **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 THE TERMS OF THE IMPORTANT CONTRACT OF ARBITRATION CONTAINED ON PAGE 4 OF THIS APPLICATION AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF ITS TERMS.**

SIGNATURE OF APPLICANT	TITLE	DATE
X		X

BROKER ARRANGED TRANSACTION	IF YES, BROKER NAME	PHONE #
☐ Yes ☐ No		Ext:

FOR DEALER USE ONLY

DEALER RETAIL INSTALLMENT INFORMATION

MSRP	CAP COST	TERM	
	Cap Cost Reduction (Cash) $ Cap Cost Reduction (Trade In) $		

DEALER RETAIL INSTALLMENT INFORMATION

AMOUNT FINANCED	CASH DOWN PAYMENT/ TRADE IN AMOUNT	TRADE IN	TERM	
		Yr. Make Model Mileage		

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 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 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 if Dealer or MBFS demands arbitration first. Dealer or MBFS will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. The arbitrator shall decide who shall pay any additional costs and fees. 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.