

# - HMG -

Hopkins Management Group

HMG Servicing Trust

P.O. Box 1115 Union City TENNESSEE 38281

PHONE: 731-885-4446

Date:	03/27/2025
Name:	MATTHEW LUCAS
Address:	320 HAMMOCK ROAD
City:	JESUP
State:	31545
Zip:	UNITED STATES
County:	(850) 631-9269
Home Phone:	(850) 631-9269
Cell Phone:	20MASONJORDAN01@GMAIL.COM
Email:	

Tax Rate:	8 %
Dealer:	(HTF-T) Circle Double B - Douglas GA
Terms:	48
Contract #	75231

**Payment:**

Check #:	
Credit Card:	
Cash	

Size	Description	Quantity	Unit Price	Amount
0X0	Choose Hookup Type Choose Axle Weight	1	4,099.00	4099.00
			<b>Sub-total</b>	4099.00
			Sales Tax	0.00
			<b>Grand Total</b>	4099.00

**Internal Use Only**

<b>Down Payment</b>	0.00
<b>Non Refundable Fee</b>	122.97
<b>First Month Rent</b>	181.37
<b>Loss Damage Waiver</b>	0.00
<b>Document Fee</b>	100.00
<b>Dealer Commission</b>	0.00
<b>Title &amp; Registration Fee</b>	135.00
<b>Amount to Collect</b>	539.34
<b>Paid Date:</b>	03/27/2025

Signatures

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**HOPKINS MANAGEMENT GROUP**PO Box 1115  
Union City, Tennessee 38281  
888-700-7223**LEASE PURCHASE AGREEMENT AND DISCLOSURE STATEMENT**  
**GEORGIA**

This Rental Purchase Agreement (the "Agreement") is made and entered into on 03/27/2025 by and between HMG SERVICING TRUST (or its beneficiaries, successors, or assigns), having its principal place of business at 235 Westgate Drive Union City, Obion County, Tennessee, 38261, hereinafter referred to as "Lessor" and

Lessee(s) Name(s): MATTHEW LUCAS  
Street Address: 320 HAMMOCK ROAD City: JESUP County: UNITED STATES State: GA Zip: 31545  
Phone Number(s): (850) 631-9269 hereinafter referred to as "Lessee."

It is hereby acknowledged that for purposes of this Agreement, Lessor is acting by and through its duly appointed attorney-in-fact, HOPKINS MANAGEMENT GROUP, LLC, a limited liability company existing under the laws of Tennessee, with its principal office located at 235 Westgate Drive, Union City, Tennessee 38261.

For and in consideration of the mutual covenants and agreements contained herein, the adequacy of which is hereby acknowledged by each party, Lessor hereby rents to Lessee, on a Rent-to-Own basis, and Lessee hereby rents from Lessor, a certain pull-behind trailer (the "Leased Trailer"), being further described in paragraph 1(a) below.

**DISCLOSURES**

The following information is hereby disclosed to Lessee pursuant to the Georgia Lease Purchase Agreement Act, Ga. Code Ann., § 10-1-680, et seq., and is to be considered a part of the terms and conditions of this Agreement.

1. (a) **Leased Trailer:** The property to be leased, the subject of this Agreement, is described as follows:  
 New  Used (Desc./Size) Choose Trailer Type Choose Hookup Type Choose Axle Weight Width: 0 Length: 0 VIN: Choose Trailer Typ
- (b) **Initial Payment:** **Itemized list of charges due at the commencement of this Agreement. The Initial Payment Date is the date of this Agreement, as set forth above. The initial payment may differ from the monthly lease payment.**

Lease Payment +	Non-Refundable Security Deposit +	Down Payment +	Doc Fee +	Title & Registration +	Sales Tax =	Total Received
\$ 181.37	\$ 122.97	\$ 0.00	\$ 100.00	\$ 135.00	\$ 0.00	\$ 539.34

- (c) **Amount and Timing of Payments:** The initial term of this Agreement is for one (1) month. After the initial term, Lessee may renew this Agreement for consecutive terms of one (1) month by making lease payments when due for each month that Lessee desires to lease the Leased Trailer. The monthly lease payment is \$ 181.37 + sales tax \$ 0.00 = \$ 181.37. The lease payment will be due each month on the 27th day of each month after the Initial Payment is paid. The sales tax and total monthly lease payment amounts may change to reflect any increase (or decrease) in the sales tax rate made by the applicable governmental taxing authorities. Lessee may make monthly Lease payments in advance. Such additional payments or overpayments will apply towards future lease payments. Any monthly lease payment received by Lessor after the date payment is due will be late and Lessee agrees to pay a reinstatement fee. Failure to return the Leased Trailer before or at the end of the term shall result in Lessee owing rental payments for each month (or portion thereof) until the Leased Trailer is finally surrendered or returned to Lessor.

- (d) **Itemized list of potential additional charges are listed below:**

<b>Reinstatement Fee</b>	<b>Returned Check/NSF Fee</b>
\$5.00	\$30.00

- (e) **Cost of Lease:** If you renew this lease each month for 48 consecutive months, you will pay a total of \$ 8,705.76 to own the Leased Trailer. This total includes all costs included in the initial lease payment. The Cost of Lease does not include other charges such as default or reinstatement fees. **Lessee should read this contract for an explanation of these charges.**
- (f) **Estimated Fair Market Value of the Leased Trailer:** The estimated fair market value of the Leased Trailer is: \$ 4,099.00.
- (g) **Cost of Lease Services:** The difference between the Cost of Lease in paragraph 1(e) and the Estimated Fair Market Value of the Leased Trailer in paragraph 1(f) is \$ 4,606.76. This is the cost of services to you under this Agreement if you elect to renew this Agreement for the number of terms necessary to acquire ownership of the Leased Trailer.



- (r) **Registration, Motor Vehicle Operations, and Taxes:** Title and registration of the Leased Trailer shall be maintained in the name of HMG Servicing Trust throughout the duration of this Agreement. Lessee is required to pay sales tax directly to Lessor on monthly basis (as set forth in section 1(e)), and Lessor agrees to remit sale tax to the applicable taxing authority. **Lessee must promptly notify Lessor of any change of residence to ensure that sales tax is remitted to the appropriate governmental taxing authority. Should Lessee fail to provide such notice, Lessee shall be solely responsible for any sales taxes and fees assessed by or owed to the state or county taxing authority of Lessee's new residence.** If Lessee acquires ownership of the Leased Trailer as provided in Section 1(g) or 1(h) above, Lessor agrees to provide Lessee with a title to the Leased Trailer, after which Lessee shall be solely responsible for obtaining and maintaining tags, title, and registration as required by Lessee's state of residence.

Throughout the duration of this Agreement, Lessee shall be responsible for payment of any and all fines, fees, and penalties which may result from or relate to Lessee's use of the Leased Trailer, including but not limited to traffic citations, toll charges, parking violations, and fees related to towing and storage of the Leased Trailer. Lessee shall be solely responsible for payment of any and all personal property taxes, ad valorem taxes, or similar taxes assessed on the Leased Trailer.

- (s) **Termination:** Lessee may terminate this Agreement without penalty by voluntarily surrendering or returning the Leased Trailer to Lessor in good repair, reasonable wear and tear excepted, on the expiration of any lease term. In the event Lessee fails to surrender or return the Leased Trailer on or prior to the expiration of the term of this Agreement or any lease term, Lessee shall be liable for monthly lease payments in the amount set forth in 1(c) above for each month (or portion thereof) until the Leased Trailer is finally surrendered or returned to Lessor, plus the late fee/reinstatement fee and other fees and charges described in this Agreement. All of Lessor's rights and remedies under this Agreement shall survive termination of this Agreement.
- (t) **Reinstatement:** A Lessee who fails to make a timely periodic payment shall have the right to reinstate this Lease Purchase Agreement without losing any rights or options previously acquired under this Agreement if both of the following apply: (A) Lessee has not missed more than three (3) periodic payments; and (B) one (1) periodic payment has been missed and the Lessee has surrendered the Leased Trailer to the Lessor, if requested by the Lessor, during the time in which payments were missed. If reinstatement occurs pursuant to this section, the Lessor shall provide the Lessee with either the same Leased Trailer prior to the reinstatement or substitute property of comparable quality and condition.
2. At the time of the execution of this Agreement, Lessee shall pay to Lessor a non-refundable security deposit in the amount of \$122.97 \_\_\_\_\_ to be held by Lessor as security for the performance of all terms of this Agreement. This deposit will not be refunded to the Lessee.
  3. Lessee agrees to pay \$30.00 for any check or ACH transaction that is returned for nonpayment.
  4. Lessee agrees to use the Leased Trailer solely for the purpose for which it was leased, in a careful and proper manner and will comply with the laws, rules, ordinances, statutes, and other orders regarding the use, maintenance, and storage of the Leased Trailer. Lessee shall be responsible for complying with and conforming to all laws and regulations in regards to the possession, use, and maintenance of the Leased Trailer. Lessee agrees to indemnify Lessor, defend Lessor and hold Lessor harmless from all claims, liability, costs and attorney fees Lessor incurs resulting from, or arising out of, this rental and Lessee's use of the Trailer.
  5. Lessee agrees the Leased Trailer will only be used and operated by someone, who is familiar with the operations of such Leased Trailer. No person using or operating the Leased Trailer will be under the influence of any substance, including alcohol or drugs.
  6. Lessee shall not alter the Leased Trailer in any way. Lessee shall not permit the Leased Trailer to be tied to or otherwise affixed to any property, real or otherwise, such that the Leased Trailer cannot be removed without damaging it and/or the real property. Lessee shall ensure access to the Leased Trailer by Lessor and shall not prevent Lessor from lawfully removing Leased Trailer in the event of default or termination.
  7. Lessee may not assign any of Lessee's rights under this Agreement without the prior written consent of Lessor.
  8. Lessor shall have the right to examine and inspect the Leased Trailer at all reasonable times. Lessor shall have the right to lawfully repossess the Leased Trailer and detach any accessories added to the Leased Trailer necessary in the event of non-payment and/or default under the terms of this Agreement. This Agreement constitutes written authorization for Lessor to lawfully enter upon Lessee's real property and take any reasonable means necessary to detach any accessories added and repossess the Leased Trailer, if repossession can be accomplished without breach of the peace. By signing this Agreement, Lessee also authorizes any person having an interest in the real property upon which the Leased Trailer is located, including but not limited to landlords, owners, and/or co-owners, the right to enter said property for the purpose of assisting Lessor in repossessing the Leased Trailer, if repossession can be accomplished without breach of the peace.

9. Notwithstanding anything contained in this Agreement to the contrary, the Lessor shall not be liable to Lessee or to any other person, entity, or corporation by reason of the loss of, damage to, or destruction of any property transported or stored upon the Leased Trailer, unless such loss, damage, or destruction is due to the willful misconduct or gross negligence of the Lessor and/or its agent(s) or employee(s). In the event, and whether or not such loss, damage or destruction of any property transported or stored upon the Leased Trailer is due to the willful misconduct or gross negligence of the Lessor and/or its agent(s), employee(s), or otherwise, the liability of the Lessor shall not exceed the value of the Leased Trailer. In this regard, Lessee warrants and guarantees to the Lessor that Lessee will not transport or store upon the Leased Trailer anything in excess of the said limit of liability and to do so will be at the sole peril of Lessee.
10. Lessee agrees that any personal injury, death and/or damages of any type or kind that may arise out of the use, operation and/or control of the Leased Trailer will be the sole responsibility of the Lessee and any other involved third-party who was using, operating and/or controlling the Leased Trailer at the time of the incident causing any alleged personal injury, death, or damages. Lessor is not liable for any such personal injury, death, or damages. Lessor is released from any and all liability and will be held harmless and indemnified by Lessee for any personal injury, death, damages, losses, liabilities, costs and/or expenses relating to Lessee's use of the Leased Trailer during the time of this Agreement and until the Leased Trailer is physically returned to Lessor's possession.
11. Lessee agrees to promptly remove all contents that may be transported or stored on the Leased Trailer at the termination of this Agreement, whether such termination is caused by Lessee's default, or by lapse of time. Lessor may elect that any contents not removed by Lessee at such termination are deemed abandoned by Lessee and same shall become the property of Lessor without any payment or offset thereof. If Lessor shall not so elect, the Lessor may remove such contents from the Leased Trailer and store same at Lessee's risk and expense.
12. In the event Lessor incurs costs and expenses in enforcing the terms of this Agreement due to nonpayment, breach, or other default by Lessee or by any agents, servants, or employees of Lessee, Lessor shall recover from Lessee and Lessee shall pay to Lessor, all of Lessor's costs and expenses resulting therefrom, including but not limited to court costs, reasonable attorney's fees, and other costs of collection. In the event Lessee does not return the Leased Trailer, Lessor shall be entitled to recover from Lessee the fair market value of the Lease Trailer, which Lessee and Lessor agree is equal to the price the Lessee may otherwise purchase the Leased Trailer under Section 1(e) or 1(h) of this Agreement.
13. The parties agree that the Lessee has examined the Leased Trailer, knows the condition thereof, and has agreed to lease the same in "as is" condition and that the Lessor has made no representations, warranties, or promises of any kind or nature, either expressed or implied, as to the condition, quality, suitability, or fitness or purpose of the Leased Trailer.
14. Prior to delivery of the Leased Trailer, Lessee shall give notice of Lessor's ownership interest in the Leased Trailer to any and all persons having an interest in the real property upon which the Leased Trailer is to be located, including but not limited to landlords, owners, and/or co-owners. Lessee also consents to Lessor providing written and/or telephone notice to such persons.
15. This Agreement is not to be construed as a security interest in the Leased Trailer described in paragraph 1(a). Lessor is the lawful owner of the Leased Trailer until Lessee fully and faithfully completes all obligations of this Agreement.
16. To the fullest extent permitted by law, Lessee agrees that this Agreement shall be construed as an executory contract as defined by the United States Bankruptcy Code and Rules, as amended from time to time.
17. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law, public policy or otherwise, the provision shall be severed and all remaining provisions of this Agreement shall nevertheless remain in full force and effect.
18. Lessee agrees that Lessor may contact Lessee by telephone at any telephone numbers associated with Lessee's account, including wireless telephone numbers, which could result in charges to Lessee, in order for Lessor to service Lessee's account or to collect any amounts Lessee may owe. Lessor may also contact Lessee via text message or e-mail using any address Lessee provides to Lessor. Methods of contact may include using pre-recorded/artificial voice messages and/or the use of an automatic dialing device.
19. In the event Lessee is in default of this Agreement, Lessee agrees that Lessor may gather, verify, and assimilate information, both public and nonpublic, concerning Lessee, for the purpose of collecting any outstanding balance on Lessee's account with Lessor. Lessor may use any type of credit reporting agency, tracing service provider, social media, cell phone, land line telephone, text or email, and automated telephone calling in connection with Lessor's effort to collect upon Lessee's outstanding obligation under this Agreement.
20. **The parties expressly agree that any claims arising out of or relating to this Lease Purchase Agreement must be brought in an individual capacity and not as a plaintiff or class member in any class or representative action.**
21. **Lessee and Lessor agree that all claims by Lessee against Lessor must be brought exclusively in the courts of Obion County, Tennessee, the site of the home office of the Lessor. Lessee expressly waives any right to bring suit against Lessor in any other jurisdiction or venue.**

22. **Precautionary Security Agreement.** Should it be determined, notwithstanding the express intent of the parties, that this Agreement is not a Rental Purchase Agreement under the terms of applicable law or a lease, but rather an agreement intended for security, then solely in that event and for the expressly limited purposes thereof, Lessee grants Lessor a first-priority security interest in the Leased Trailer to secure the prompt payment and performance, when and as due, of the obligations and indebtedness of Lessee to Lessor under this Agreement. Lessee hereby also grants Lessor a security interest in all accessions and additions to, substitutions and replacements for, and proceeds (including insurance proceeds), accounts, rights of payments (including monetary obligations, whether or not earned by performance), secondary obligations incurred or to be incurred, chattel paper, electronic chattel paper, equipment, general intangibles, payment intangibles, promissory notes, and income arising from or generated by the Leased Trailer (together with the Equipment, the "Property").
23. **AGREEMENT TO SUBMIT TO BINDING ARBITRATION:** If a dispute arises out of or related to this Lease Purchase Agreement and/or any claim or controversy arises out of the use and/or operation of the Leased Trailer, the parties will initially attempt to resolve the dispute through friendly consultation, directly or through counsel. If the dispute is not resolved within a reasonable period, either party may bring suit against the other in a civil court unless any matter(s) have a demand for damages in excess of over \$20,000.00, in which case the claims must be submitted to binding arbitration as governed by the Federal Arbitration Act, and pursuant to the rules established by the Judicial Arbitration and Mediation Services, Inc. (JAMS), or any other mutually agreed arbitration association.
- Lessee's Right to Opt Out: If the Lessee decides that the Lessee does not want to arbitrate any dispute(s) with the Lessor, the Lessee must notify the Lessor in writing at the Lessor's address on page (1) no later than thirty (30) days after the date of this Agreement.**
24. This Agreement and all other documents signed contemporaneously with this Agreement is the parties' entire Agreement and may not be changed except in writing signed by both parties.
25. By executing this Agreement, Lessee acknowledges and agrees that:
- (a) Lessee has read and understands this Agreement;
  - (b) Lessee has been given a signed and legible copy of this Agreement with all blanks filled in;
  - (c) Lessee has received the Leased Trailer in good condition;
  - (d) Lessee will remit monthly lease payments to Lessor's assigns should Lessor exercise its right to assign this Agreement to a third party.



**ASSIGNMENT  
(FOR INTERNAL OFFICE USE ONLY)**

Lessor sells and assigns to \_\_\_\_\_, its successors and assigns, all rights, title and interest in this Lease Purchase Agreement and Disclosure Statement. Lessor gives assignee full power, either in its own name or in the Lessor's name, to take all legal and other action which the Lessor could have taken under this Agreement.

Lessor:      Name: \_\_\_\_\_                      Date: \_\_\_\_\_  
                  Position: \_\_\_\_\_



## GPS Disclosure Statement and Agreement

### Addendum to Rental Purchase Agreement and Disclosure Statement Agreement for Installation

Consumer Name: MATTHEW LUCAS		Date: 03/27/2025
Co-Consumer Name:		Date: 03/27/2025
Trailer Year:	Model: Choose Trailer Type	VIN:
Device Type:		
Device Serial / ID No:		Other:

**IMPORTANT: CONSUMERS SHOULD CAREFULLY REVIEW THIS ENTIRE DISCLOSURE STATEMENT AND AGREEMENT. IT GIVES PERMISSION TO INSTALL A GPS DEVICE ON THE TRAILER IDENTIFIED ABOVE. THIS AGREEMENT IS HEREBY INCORPORATED INTO THE RENTAL PURCHASE AGREEMENT AND DISCLOSURE STATEMENT RELATED TO THE TRAILER DESCRIBED ABOVE AND ENTERED INTO BY CONSUMER AND HMG Servicing Trust. ON THIS DATE.**

You understand that the Trailer (the “Trailer”) you are purchasing is equipped with a GPS device (the “Device”) which includes a global positioning system (“GPS”). You understand that HMG Servicing Trust is only willing to lease the above-described trailer to you if you agree to the installation of the device in the Trailer. **You acknowledge that you are free to lease or purchase a Trailer from another dealer or obtain Trailer financing through another source that does not require installation of the device instead of leasing this Trailer from us subject to this Agreement.**

The GPS functionality will permit us to locate the Trailer in the event that we need to repossess the Trailer due to your failure to comply with the terms of the Rental Purchase Agreement and Disclosure Statement. The GPS will not be used to monitor your driving habits or practices but may be randomly activated to ensure the GPS is still functioning and to ensure that the Trailer has not been moved to a location other than the address provided by you at the application or otherwise approved by Summit Rental Group, Inc. or their assigned designees will not provide any access to or record of the tracking unless required to do so by law or to enforce any rights HMG Servicing Trust or their assigned designees may have to collect any payment due under any contract and/or to repossess the Trailer as allowed.

**By initialing and signing below, you are indicating that you have read, accept and understand the terms of the installation for the Device, your obligations under the Rental Purchase Agreement and Disclosure Statement, and the consequences if you fail to meet your obligations under that Rental Purchase Agreement and Disclosure Statement.**

1. You consent to the installation of the Device on the Trailer. You understand that you are free to obtain a Trailer from another source that might not require the installation of the Device.

Consumer: \_\_\_\_\_

Co-Consumer: \_\_\_\_\_

2. You understand that if you fail to make your scheduled payments to HMG Servicing Trust. on or before your due date, you will be considered in default under the terms of the Rental Purchase Agreement and Disclosure Statement. In such an event, we will track the location of the Trailer. We may use the Device's GPS to locate the Trailer for repossession and any other purpose not prohibited by law.

Consumer: \_\_\_\_\_

Co-Consumer: \_\_\_\_\_

3. You understand that Summit Rental Group, Inc. owns the Device even if you become the owner of the trailer you have leased. If you become the owner of the trailer, HMG Servicing Trust. will authorize the removal of the Device from the Trailer at your request or make the Device inoperable.

Consumer: \_\_\_\_\_

Co-Consumer: \_\_\_\_\_

4. You understand that if you alter, tamper with, disconnect or remove the Device, you will be in default under both this Agreement and the Rental Purchase Agreement and Disclosure Statement, except as prohibited by applicable law. You also understand that you may be liable for the cost to repair or replace the Device unless prohibited by law. Consumer:

\_\_\_\_\_

Co-Consumer: \_\_\_\_\_

5. You agree not to attempt or remove, reinstall, repair, perform maintenance on or tamper with the Device for any reason. You understand that HMG Servicing Trust or its assignees are the only authorized parties permitted to install, remove, repair, or perform maintenance on the Device or any of its parts and you agree to give HMG Servicing Trust. or its assignee access to the Trailer if maintenance or repairs to the Device are necessary.

Consumer: \_\_\_\_\_

Co-Consumer: \_\_\_\_\_

6. You understand and agree that you have no right to privacy regarding the location of the Trailer or regarding the use of the Device to track and locate the Trailer, but if any court or other authority was to determine such a right exists, you voluntarily waive any right you may have to privacy in the location of the Trailer to the fullest extent of the law and authorize us

to use the Device's GPS capabilities to locate the Trailer in accordance with this Agreement.

Consumer: \_\_\_\_\_

Co-Consumer: \_\_\_\_\_

**DO NOT SIGN THIS DISCLOSURE STATEMENT AND AGREEMENT FOR THE INSTALLATION OF THE DEVICE UNTIL ALL QUESTIONS YOU HAVE CONCERNING THE DEVICE AND THE RENTAL PURCHASE AGREEMENT AND THE DISCLOSURE STATEMENT HAVE BEEN ANSWERED AND YOU ARE CONTENT WITH THE ANSWER(S) RECEIVED.**

**By signing below, you acknowledge that you fully understand and agree that you are bound by all the terms and conditions of this Agreement.**

**HMG Servicing Trust EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT IN CONNECTION WITH THE DEVICE.**

**This Agreement, when signed below, is hereby incorporated into and becomes part of the Rental Purchase Agreement and Disclosure Statement entered into by Consumer and HMG Servicing Trust.**

03/27/2025  
\_\_\_\_\_  
Date

**HMG Servicing Trust.**

\_\_\_\_\_  
Consumer

By: Alex S. Hopkins  
\_\_\_\_\_  
Representative

\_\_\_\_\_  
Co-Consumer

HMG Servicing Trust

P.O. Box 1115

Union City, TN

38281

731-885-4446

Tax ID:

## **Payment Confirmation**

Contract #	75231
Name	MATTHEW LUCAS
Date	03/27/2025
CC Info	
Check Number	
Confirmation#	
Description	
Pay Method	
Price	\$0.00

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**Consumer Signature**

**ASSIGNMENT**

Date: 03/27/2025

Contract No.: 75231

Consumer: MATTHEW LUCAS

HMG Servicing Trust (“Assignor”) sells and assigns this Rental Purchase Agreement on the date set forth above to \_\_\_\_\_ (“Assignee”) in accordance with the Assignor’s assignment appearing below. Assignment is without recourse and subject to a separate agreement.

HMG Servicing Trust (Assignor)

By \_\_\_\_\_ Title \_\_\_\_\_ (Assignor)  
\_\_\_\_\_ (Assignee)

By \_\_\_\_\_ Title \_\_\_\_\_ (Assignee)

Assignor sells and assigns to \_\_\_\_\_ its successors and assigns, all rights, title and interest in this rental purchase contract. Assignor gives assignee full power, either in its own or in seller’s name, to take all legal or other actions which seller could have taken under this Rental Purchase Agreement.

By \_\_\_\_\_ (Assignor)

# HMG Servicing Trust

## RENTAL PROTECTION

### A LOSS DAMAGE WAIVER IS OPTIONAL PROTECTION IN THE EVENT YOUR TRAILER IS DESTROYED OR SIGNIFICANTLY DAMAGED

#### Benefit summary

The Loss Damage Waiver covers your responsibility for damage or destruction to the Leased Trailer.

#### Highlights

The Loss Damage Waiver will relieve you from responsibility for damage to the Leased Trailer caused by fire, flood, or other acts of God, provided all lease payments owed and the monthly Loss Damage Waiver fees have been paid and there are no amounts past due.

If your Leased Trailer is damaged beyond repair or destroyed through no fault of your own, your lease will terminate and you will not be responsible for any damage, loss, or future rental payments.

If you suffer loss or damage to your Leased Trailer you must contact the Rental Company immediately and provide a police report or fire report as soon as they are available.

#### Exclusions and Restrictions:

The Loss Damage Waiver EXCLUDES the following: (1) loss or damage to the Leased Trailer that is caused by disappearance or abandonment of the Leased Trailer; (2) damage that is intentionally caused by the Lessee; and (3) damage that results from the Lessee's willful or wanton misconduct.

The Loss Damage Waiver EXCLUDES any contents of the trailer.

The Loss Damage Waiver is NOT insurance. The Loss Damage Waiver is NOT a substitute for insurance. You should consider whether your automobile liability policy provides coverage for loss or damage to the leased trailer and the amount of deductible you would pay if coverage is provided.

*THE LOSS DAMAGE WAIVER MAY VARY BY STATE. REFER TO THE WRITTEN TERMS OF THE LOSS DAMAGE WAIVER IN YOUR RENTAL PURCHASE AGREEMENT.*