

AUTOMOBILE PURCHASER/LESSEE'S STATEMENT (BUSINESS)

Please Print

For information about our data collection and privacy practices and to view our Privacy Statement, visit www.mbf.com/privacy.

VEHICLE INFORMATION				
TYPE OF CONTRACT <input type="checkbox"/> Retail Installment <input type="checkbox"/> Lease		DEALERSHIP NAME		CONTACT
YEAR	MAKE <input type="checkbox"/> New <input type="checkbox"/> Pre-owned <input type="checkbox"/> Demo	MODEL	MILEAGE	
APPLICATION INFORMATION				
COMPANY NAME			PHONE # Ext:	
HOME OFFICE ADDRESS		CITY	STATE	ZIP CODE
<input type="checkbox"/> Buying <input type="checkbox"/> Renting <input type="checkbox"/> Leasing <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No		
YEARS ESTABLISHED	DATE OF: <input type="checkbox"/> Incorporation <input type="checkbox"/> Partnership <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Proprietorship		YEARS UNDER PRESENT OWNERSHIP	
IS BUSINESS LISTED WITH DUN & BRADSTREET? IF YES, DUNS NUMBER <input type="checkbox"/> Yes <input type="checkbox"/> No			TAX ID	
HAVE YOU EVER HAD ANY PROPERTY REPOSSESSED? <input type="checkbox"/> Yes <input type="checkbox"/> No	DO YOU HAVE ANY SUITS OR JUDGEMENTS PENDING AGAINST YOU? <input type="checkbox"/> Yes <input type="checkbox"/> No	HAVE YOU FILED FOR BANKRUPTCY IN THE LAST 10 YEARS? <input type="checkbox"/> Yes <input type="checkbox"/> No		
NAME OF AFFILIATE CO. OR SUBSIDIARY		ADDRESS		
O F F I C E R S	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	<input type="checkbox"/> Checking Account	ACCOUNT #
CREDITORS				
NAME OF COMPANY		ADDRESS		PHONE # Ext:
NAME OF COMPANY		ADDRESS		PHONE # Ext:
PREVIOUS VEHICLE				
<input type="checkbox"/> Leased <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No		
ADDRESS	CITY	STATE	ZIP CODE	LIVED THERE Yrs. Mos. PHONE # Ext:	
<input type="checkbox"/> Buying <input type="checkbox"/> Leasing	<input type="checkbox"/> Renting <input type="checkbox"/> 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? Yrs. Mos.	GROSS SALARY OR WAGES Per	OTHER INCOME SOURCE Per	
GUARANTOR IS OPERATOR OF VEHICLE? <input type="checkbox"/> Yes <input type="checkbox"/> No		BANK REFERENCE		PHONE # Ext:	

By signing this application:

1. You authorize Dealer, Mercedes-Benz Financial Services USA LLC, Mercedes-Benz Vehicle 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, Mercedes-Benz Vehicle 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, Mercedes-Benz Vehicle Trust, and any successors, affiliates, agents or service providers may: (i) monitor and record telephone calls concerning your account to assure quality of service or for other reasons; (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; and (iii) email you for any purpose, at any time, including between the hours of 9 p.m. and 8 a.m. local time. 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 ARBITRATION AGREEMENT CONTAINED ON PAGE 4 OF 4 THIS APPLICATION AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF ITS TERMS.**

MARITAL INFORMATION STATEMENT – WISCONSIN RESIDENTS ONLY/Marital Status

APPLICANT	CO-APPLICANT
Please indicate status: <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried (includes single, divorced, or widowed persons)	Please indicate status: <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried (includes single, divorced, or widowed persons)
If married or separated and spouse is not a co-applicant, please provide: Non-applicant spouse's name: Non-applicant spouse's address:	If married or separated and spouse is not a co-applicant, please provide: Non-applicant spouse's name: Non-applicant spouse's address:

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.

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 purpose associated with the account.

By signing this application:

1. You authorize Dealer, MBFS, 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 MBFS 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. If the attached application is submitted in the name of a business, a current and year-end financial statement, including Profit & Loss statement, and balance sheet may be required, audited if possible.
5. You consent and agree that MBFS and any successors, affiliates, agents or service providers may: (i) monitor and record telephone calls concerning your account to assure quality of service or for other reasons; (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; and (iii) email you for any purpose, at any time, including between the hours of 9 p.m. and 8 a.m. local time. 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 OF THE TERMS OF THE ARBITRATION AGREEMENT CONTAINED ON PAGE 4 OF THIS APPLICATION AND ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF ITS TERMS.**

SIGNATURE OF APPLICANT X	TITLE	DATE X
------------------------------------	-------	------------------

BROKER ARRANGED TRANSACTION <input type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, BROKER NAME	PHONE # Ext:
--	---------------------	--------------

FOR DEALER USE ONLY

DEALER RETAIL INSTALLMENT INFORMATION

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

DEALER RETAIL INSTALLMENT INFORMATION

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

ARBITRATION AGREEMENT

The following Arbitration Agreement significantly affects the rights of the Applicant, Co-Applicant and/or Guarantor (individually or collectively “you” or “your”) in any dispute with Dealer, Mercedes-Benz Financial Services USA LLC, d/b/a Mercedes-Benz Financial Services (in MA), and Mercedes-Benz Vehicle Trust (individually or collectively “we”, “us” or “our”). Please read this carefully before you sign the Credit Application (“Application”).

1. If either you or we choose, any dispute between you and us will be decided by arbitration and not in court.
2. If such dispute is arbitrated, you and we will give up the right to a trial by a court or a jury trial.
3. You agree to give up any right you may have to bring a class action lawsuit or class arbitration, or to participate in either as a claimant, and you agree to give up any right you may have to consolidate your arbitration with the arbitration of others.
4. The information that can be obtained in discovery from each other or from third persons in arbitration is generally more limited than in a lawsuit.
5. Other rights that you and/or we would have in court may not be available in arbitration.

Any claim or dispute, whether in contract, tort or otherwise (including any dispute over the interpretation, scope, or validity of this Application and Arbitration Agreement, or the arbitrability of any issue), between you and us or any of our employees, agents, successors, assigns, or the vehicle distributor, including Mercedes-Benz USA, LLC (each a “**Third Party Beneficiary**”), which arises out of or relates to this Application or any resulting transaction or relationship arising out of this Application (including any such relationship with third parties who do not sign this Application) shall, at the election of either you, us, or a Third Party Beneficiary, 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. The arbitration shall be administered by the American Arbitration Association, or by any other organization that you may choose, subject to our or a Third Party Beneficiary’s approval. You may get a copy of the rules of the American Arbitration Association by visiting its website at www.adr.org.

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. The arbitration hearing shall be conducted in the federal district in which you reside. If you demand arbitration first, you will pay the claimant’s initial arbitration filing fees or case management fees required by the applicable rules up to \$125, and we will pay any additional initial filing fee or case management fee. We will pay the whole filing fee or case management fee if we demand arbitration first. We 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 you from requesting that the applicable arbitration entity reduce or waive your fees, or that we or a Third Party Beneficiary voluntarily pay an additional share of said fees, based upon your financial circumstances or the nature of your claim.

This Application and Arbitration Agreement relate to a potential transaction involving interstate commerce. Any arbitration under this Application and Arbitration Agreement shall be governed by the Federal Arbitration Act (9 USC 1, *et seq.*). Judgment upon the award rendered may be entered in any court having jurisdiction.

Notwithstanding this Arbitration Agreement, both you and we and our successors and assigns 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. Neither you nor we waive the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court.

If any clause within this Arbitration Agreement, 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 Arbitration Agreement, and the remainder of this Arbitration Agreement 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 Arbitration Agreement will be severed and the remaining provisions of this Application shall be given full force and effect as if the Arbitration Agreement had not been included. In no event shall an arbitrator be authorized to resolve a claim or dispute or make awards or grant relief exceeding the limitations in clause 3 or any similar provision on class actions, class arbitrations, or consolidation.