

Collision Damage Waiver Agreement

| Lessor – Name ORBIT LEASING, INC. (616) 734-0170 | | Address 1515 - 28TH ST. SW, WYOMING, MI49509 | | |
|---|------|--|------------|----------------------------|
| Lessee – Name | | Address | | |
| Lessee – Name | | Address | | |
| VEHICLE DESCRIPTION | | | | |
| YEAR | MAKE | MODEL | BODY STYLE | VEHICLE IDENTIFICATION NO. |
| | | | | |

This Collision Damage Waiver Agreement (“Agreement”) is between you (the Lessee(s) signing below) and us (the Lessor). The Agreement states the terms and conditions of the Collision Damage Waiver (“CDW”) you are buying. You are buying the CDW on a month-to-month basis, as described below. Your purchase of the CDW each month is optional, and you may cancel it at any time, as described below. We offer the CDW only as an incidental service to the Orbit Leasing Motor Vehicle Lease Agreement for the vehicle described above (the “Lease”). The CDW is only available to you during the term of the Lease.

How the Collision Damage Waiver Works: Under this Collision Damage Waiver (CDW), your responsibility for vehicle damage, destruction, loss, or theft occurring while you have the CDW (“vehicle loss”) is described below. **NOTIFY ORBIT LEASING AT (616) 734-0170 IF YOU HAVE A CLAIM.**

1. **Vehicle a Total Loss:** If you notify us of a vehicle loss as the lease requires and we determine the vehicle is a total loss, then:
 - The lease will end and you will pay the sum of:
 - The vehicle loss up to \$500 (we may use any commercially reasonable method of establishing the amount of the vehicle loss for this purpose); and
 - Any amounts already due under the lease before the date of the vehicle loss.
 - If you pay these amounts, you will owe us nothing more under the lease.

You agree that the decision about whether the vehicle is a total loss is ours alone to make.

2. **Vehicle Not a Total Loss:** If you notify us of a vehicle loss as the lease requires and we determine the vehicle is not a total loss, then:
 - We will make commercially reasonable efforts to repair any damage resulting from the vehicle loss within a reasonable time after we obtain the vehicle for repairs.
 - You agree that any decisions about the method and manner of how we repair the vehicle are ours alone to make (including without limitation, a decision to use non-original-equipment-manufacturer, used, or salvaged parts or a decision to have someone else make the repairs on our behalf).
 - You must pay us for the repairs made under the CDW up to \$500. The price of the repairs will be the customary price of parts, materials, and labor involved in the repairs that we would charge for similar repairs not made under a CDW.
 - You must also continue to pay all amounts due under your lease, even while you are waiting for us to make repairs under the CDW.
 - You must pay 100% of the price of any repairs you make yourself or have a third party make.
 - After we repair the vehicle under this CDW, we will figure your liability at the end of the lease as if the vehicle had been repaired using proceeds from an insurance policy you obtained.

Exceptions - When the CDW Does Not Apply: If any of the following are true, you will be responsible for the full amount that would be due under the lease figured as if you had no CDW:

- The vehicle is used in a way that violates the terms of the lease.
- The vehicle loss results from your intentional acts or omissions.

Suspension of Lease Physical Damage Insurance Requirements: While you have the CDW, we will suspend any requirement stated in the lease to have physical damage insurance. **Important Note: The CDW is not insurance. You must still have the liability insurance coverage required by law for bodily injury and property damage caused to others, even if you have the CDW.** Lessee initial _____ Lessee initial _____

When Will the CDW Apply: If you pay the \$79 monthly charge for the CDW by the due date of the scheduled monthly payment for a particular month and you pay your scheduled lease payment on time for that month, you will have the CDW during that month. Otherwise, you will not have the CDW during that month. (The monthly charge of \$79 is subject to change with 30-day’s notice.)

You may cancel the CDW by calling or writing us and letting us know. After you cancel, you can reinstate the CDW by calling or writing us to let us know you want it again and by paying the CDW charge in effect at the time and all other amounts due for that month as described above.

The CDW will be automatically cancelled if you do not pay the monthly charge or other amounts due for a month as described above. The cancellation will be effective as of the beginning of that month. The CDW may also be cancelled if we decide for any reason to stop offering it to you. We will notify you if we cancel the CDW.

If the CDW is cancelled, we will refund any CDW charges you paid that were for a period of time after it was cancelled. We will figure the refund on a pro rata basis assuming 30 days in a month. We may apply your refund to other amounts due to us under your lease at the time we make the refund. Note: The CDW only applies to losses that occur during the time you have it.

If the CDW is cancelled, you must immediately comply with any requirement stated in the lease to have physical damage insurance.

You understand that the purchase of this Agreement is NOT required to obtain credit.

No Other Changes to the Lease: All other terms of your lease remain in effect.

By signing below, you agree to its terms and Lessee acknowledges having read and received a completed, readable, signed copy of this agreement.

LESSEE: _____ Date _____

LESSEE: _____ Date _____

Lessor:
BY: _____ Title: _____ Date _____