

**Need your car repaired?
Don't wait...
fix it today!**

- ★ Bad credit OK
- ★ High repair limits
- ★ Quick approval

*or other source of income periodically deposited to your account. However, alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. NOTICE: We adhere to the Patriot Act and we are required by law to adopt procedures to request and retain in our records information necessary to verify your identity.

Agreement to Arbitrate All Disputes and to Limitation of Damages: By signing below (or electronically signing) and in order to induce us, FIT Finance, to process your application for a loan, you agree that any dispute that may arise between you and FIT Finance (including, but not limited to FIT Finance LLC, its officers, directors, employees, subcontractors, third party service providers, and any other related persons or entities) shall be submitted to binding arbitration. This agreement to arbitrate all disputes includes, but is not limited to, all disputes that arise from, or are in any way related to, your application for one or more loans, any loan agreements that may govern your repayment obligations, the collection of any loans, the repossession of any collateral securing any loan, the sale of any collateral securing any loan, and any disputes claiming any breach of contract, breach of warranty, negligence, misrepresentation, fraud, or any other cause of action, and any claim of breach of any local, state, or federal law or regulation. [Note: The arbitration provision does not apply to or interfere with the right of FIT Finance (or its agents or assignees), in its sole discretion, to undertake repossession and sale of collateral when an incident of default has occurred. Such action may be undertaken without first submitting such a matter to arbitration.] FIT Finance shall also be bound by this arbitration provision for any claims that may arise against you. This Agreement to Arbitrate shall apply to all disputes, and it includes an agreement that all such arbitrations shall be individual arbitrations, and shall not be class arbitrations. All arbitrations shall be carried out by, and under the Code of Procedure of, the National Arbitration Forum ("NAF") as of the time the claim is filed. The parties agree that damages to be sought and damages awarded may not exceed the amount financed. The parties further agree that damages sought or awarded in any arbitration or any court action shall not include consequential, incidental, exemplary or punitive damages. Rules and forms of the NAF may be obtained and all claims shall be filed at any NAF office, on the World Wide Web at www.adforum.com, or at National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55406. Any participatory hearing will take place in Utah. Court action to compel arbitration, and court action to enforce any arbitration award shall be conducted in the courts having jurisdiction in Salt Lake County, Utah. This arbitration agreement is made pursuant to a transaction involving interstate commerce. It shall be governed by the Federal Arbitration Act, 9 USC Section 1, et seq. This Agreement to Arbitrate All Disputes is an independent agreement and shall survive the closing, funding, repayment, default, and collection of the loan for which you are applying, or of any other loan, and shall survive any transaction of any kind between the parties.

NOTICE: YOU AND WE WOULD HAVE EACH HAD A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.

Agreement Not To Bring, Join, OR Participate In Class Actions: To the extent permitted by law, by signing below (or electronically signing) and in order to induce us, FIT Finance, to process your application for a loan, you agree that you will not bring, join, or participate in any class action as to any claim, dispute, or controversy you may have against FIT Finance (including, but not limited to FIT Finance LLC, its officers, directors, employees, agents, subcontractors, third party service providers, and any other related persons or entities). You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the costs we incur, including our court costs and attorney fees, in seeking such relief. This agreement is not a waiver of any of your rights and remedies to pursue a claim individually and not as a class action, in binding arbitration as provided above. This agreement not to bring, join, or participate in class action suits is an independent agreement and shall survive the closing, funding, repayment, default, and collection of the loan for which you are applying, or of any other loan, and shall survive any transaction of any kind between the parties.

Governing Law, Choice of Law, and Choice of Forum for Jurisdiction and Venue: By signing the loan application and other related documents, you signify that you understand and agree that Utah law is adequate and shall be the agreed choice of law for the loan agreement contract and all related documents and for all relations between the parties (you and FIT Finance), no matter what court, agency, or forum the parties may appear before with regard to any dispute. The parties specifically agree that the choice of law, choice of forum, and arbitration clauses contained in this document and the related documents are not onerous, whether for cost or any other reason, and do not deprive any party of his day in court or the right to have any grievance heard by an arbitrator. You understand and agree that the high rate of interest agreed upon is lawful under Utah law because you have agreed upon it as the interest rate. You agree and consent that Utah, and specifically Salt Lake County, Utah, shall be the agreed upon exclusive and mandatory forum for jurisdiction and venue for any legal dispute that may arise between the parties. You also agree to be bound by the arbitration clause or clauses contained in the documents, which call for arbitrations of any, and all disputes to be held in Utah. Certain federal statutes may apply. You agree that the Courts and Agencies having their jurisdiction in the State of Utah will have sole, exclusive jurisdiction and venue over all disputes, demands, controversies, and causes of action between you (including your heirs and assigns and anyone claiming by, through or under you) and FIT Finance (including, but not limited to FIT Finance LLC, its officers, directors, employees, agents, subcontractors, third party service providers, and any other related persons or entities).

Workmanship and Repair: This application is being made in conjunction with requested motor vehicle repairs. These repairs are to be made by a third party repair facility chosen by you. You, the Applicant, agree that you will look solely to the repair facility for any relief or problem related to the quality of repairs; specifically, applicant under no circumstances will sue the lender involved in this loan transaction for any reason related to the repairs or lack thereof, or any statements by the repair facility. You, the Applicant, understand that once FIT Finance advances loan proceeds on your behalf, then you must either timely cancel the loan and repay such proceeds, or you must pay the loan as agreed. You, the Applicant understand that your claim of a dispute with the repair shop as to whether the repairs were properly made is not a defense to your payment of the loan exactly as agreed.

Borrower's Actual or Electronic Signature to the above Agreements appears below or is electronically annexed hereto. By actually or electronically signing this loan application, you certify that all of the information you provided above and in all related documents is true, complete, and correct, and that you have provided such to us, FIT Finance, for the purpose of inducing us to make the loan for which you are applying. You also agree to the Agreement to Arbitrate All Disputes and the Agreement Not To Bring, Join, or Participate in Class Actions. You authorize FIT Finance to verify all information that you have provided, and you acknowledge that this information may be used to verify past and/or current credit or payment history information from any third party sources. FIT Finance may utilize Check Loan Verification or other similar consumer-reporting agencies for these purposes. We may disclose all or some of the nonpublic personal information about you that we collect to financial service providers that perform services on our behalf, such as the servicer of your short term loan, and to financial institutions with which we have joint marketing agreements. Such disclosures are made as necessary to effect, administer, and enforce the loan you request or authorize and any loan you may request or authorize will be deemed incomplete and will not be processed by us unless signed by you actually or electronically.

Acceptance of this Application will not be effective until all documents are received in the office in Utah of FIT Finance LLC. This loan will then either be rejected or approved by Lender. Any loan application not either rejected or approved within fourteen days from the date you submit it shall be deemed to have been rejected. Any action by FIT Finance with respect to this loan application, including but not limited to acceptance, rejection, or approval, shall be deemed for all purposes to have taken place at Lender's office in Utah.

Incorporation: The terms of this Application are incorporated by reference into all related documents, and into all other transactions between the parties.

Getting started is easy as 1-2-3

Gather the following items, make copies and fax them to 1-866-421-4562 with your completed application.



valid drivers license



most recent paystub



blank check from your account

