

WEST CENTRAL WISCONSIN COMMUNITY ACTION AGENCY, INC.
JUMPSTART PROGRAM AGREEMENT

This Agreement ("Agreement") is made between West Central Wisconsin Community Action Agency, Inc., a Wisconsin non-profit corporation ("West CAP"), and _____ ("Owner") an (individual)(married couple) residing at _____, Wisconsin.

WHEREAS, West CAP is the administrator of JumpStart, a facilitated car ownership program which assists qualified individuals or married couples in acquiring low-interest car loans and provides other assistance in order help them to purchase and retain a motor vehicle and thereby meet their transportation needs; and

WHEREAS, Owner desires to participate in West CAP's JumpStart Program and thereby meet his/her/their need for reliable transportation; and

WHEREAS, Owner acknowledges that participation in the JumpStart Program will likely entitle him/her/them to obtain financing at a rate and under terms significantly more favorable than if he/she/they were not a participant in the Program, and Owner is therefore willing to comply with the Program requirements in return for the advantages and privileges inherent to such participation; and

WHEREAS, Owner recognizes that each individual Program participant is unique and understands, therefore, that the individual requirements placed on and benefits given to each participant in the JumpStart program may vary,

THEREFORE, West CAP and Owner (the "Parties"), in consideration of the mutual covenants and promises contained in this Agreement, agree as follows.

1. ACQUISITION. West CAP shall assist Owner to acquire and retain ownership of the following described motor vehicle:

Year: _____ Make: _____ Model: _____
ID#: _____ (the "Motor Vehicle")

2. PARTICIPATION FEE. Owner agrees to pay a non-refundable Program Participation Fee in the amount of five hundred dollars (\$500.00) to West CAP at the time of execution of this Ownership Agreement. I understand that as long as I have a car loan as a participant in the Jump Start Program, this fee will entitle me to apply for a grant from the Jump Start Major Repair Reserve Fund, in the event that I need a major repair on the vehicle. I also understand that if I choose to pay off my loan early then at that time I am no longer eligible to apply for a grant from the Jump Start Major Repair Reserve Fund. I further understand that in

order to apply to this fund, I must be able to prove that I have properly maintained my car. I agree that in the event my car should need a major repair, I shall call West CAP before authorizing a major repair to my car. I realize the West CAP may declare me to be ineligible to apply for major repair assistance if I do not call them first and obtain approval to go ahead with the repair by a mechanic authorized by the West CAP. I also understand that in paying this Program Participation fee that West CAP is in no way guaranteeing or insuring my car for repairs or mechanical breakdown beyond the warranty specified in the purchase contract I received when buying my car.

3. LOCATION OF VEHICLE. The Motor Vehicle shall be used by Owner as his/her/their principal Motor Vehicle and shall be kept at the following location in _____ County, Wisconsin:

4. DOCUMENTATION. Owner shall promptly complete all necessary documentation required to obtain, own and operate the Motor Vehicle, including, without limitation, loan applications, financial statements, security agreements, insurance applications and applications for title, licensing and registration of the Motor Vehicle.
5. APPROVED LENDER. Owner shall obtain primary financing through Westconsin Credit Union, a lending institution ("Approved Lender") approved by West CAP.
6. SECURITY INTEREST. Owner grants the Approved Lender a first position purchase money security interest in the Motor Vehicle.
7. INSURANCE. a) Owner shall maintain full insurance coverage on the Motor Vehicle for the entire term of this Agreement. Such coverage shall be obtained by an insurance company approved ("Approved Insurer") by West CAP. "Full insurance coverage" shall include liability, collision, comprehensive, uninsured and underinsured motorist, and med-pay insurance. For both the comprehensive and collision coverage, the deductible can not exceed \$1000.

Owner shall identify the Approved Lender and West CAP as secured parties on the insurance application. Owner's insurance policy with Approved Insurer shall provide for notification to the secured parties of any lapse, cancellation, or termination of the insurance policy.

b) Unless granted a written exemption by West CAP; owner(s) Agree(s) to purchase credit life and credit disability insurance before taking delivery of JumpStart vehicle. The credit life insurance coverage shall be

adequate to pay off the owner(s) principal loan balance in the event of the owner(s) death. The credit disability insurance coverage shall be adequate to pay the minimum monthly payment required on the owner(s) loan on the date the owner(s) becomes totally disabled.

8. **WARRANTY BY WEST CAP.** Other than the Limited Warranty specified in the Motor Vehicle Purchase Contract with Owner, West CAP makes no express or implied warranty of the Motor Vehicle, nor any express or implied warranty that this Motor Vehicle is fit for a particular purpose.
9. **MAINTENANCE ACCOUNT.** As specified in the Approved Lender's Maintenance Account Form, Owner agrees to pay a minimum of forty dollars (\$40.00) per month in addition to the monthly loan installment payment due the Approved Lender. Approved Lender shall deposit this additional monthly payment into a separate account. The funds in this account shall only be used for necessary maintenance expenses, as determined by West CAP, on Owner's Motor Vehicle. Owner hereby designates West CAP as the custodian of this account and agrees that no funds shall be withdrawn from such account without prior written authorization from West CAP to Approved Lender. Upon Owner's successful completion of the Jump Start Program and after release of the liens of the Approved Lender and West CAP on Owner's Motor Vehicle, any balance remaining in this account shall be released to Owner.
10. **PAYMENTS.** Owner shall promptly and timely pay all payments related to ownership, possession and maintenance of the Motor Vehicle, including, without limitation, payments to Approved Lender, West CAP, and Approved Insurer.
11. **DRIVER'S LICENSE.** Owner shall maintain a valid Wisconsin driver's license for the entire term of this Agreement.
12. **USE AND OPERATION.** Owner shall, as a condition to continued ownership of the Motor Vehicle, abide by the following rules and conditions governing use of the Motor Vehicle:
 - (a) the Motor Vehicle shall be properly maintained in compliance with all maintenance and service recommendations of the manufacturer or of West CAP; receipts and records of any such required or recommended maintenance or service shall be maintained by Owner.
13. **NOTICE OF DAMAGE.** Owner agrees to promptly notify West CAP of any damage to the Motor Vehicle, the repair of which would exceed \$500.00.
14. **PARTICIPATION IN PROGRAM REQUIREMENTS.** Owner agrees to participate in all required aspects of the Jump Start Program. Owner agrees to maintain regular contact with the administrators of the Jump Start Program,

meaning at a minimum being able to be contacted by telephone or otherwise. Owner agrees to promptly (within 72 hours) return phone calls from Jump Start administrators. Owner further agrees to participate annually in an evaluation (a telephone or face-to-face survey regarding how effective Jump Start was in the Owner's experience) of the Jump Start Program including an exit interview when the JumpStart vehicle loan is paid off.

15. **INSPECTION OF RECORDS.** Owner agrees to supply West CAP, within seven days of the date of written request by West CAP, any requested documentation pertaining to the ownership, use or maintenance of the Motor Vehicle including, without limitation, title, insurance policy, and records or receipts for maintenance, service or repair.
16. **TRANSFER OR ASSIGNMENT.** Owner shall not transfer, rent, assign, or encumber (other than to Approved Lender or West CAP as part of the original financing) the Motor Vehicle without the prior written consent of West CAP.
17. **INSPECTION OF MOTOR VEHICLE.** Owner agrees to allow West CAP to inspect the Motor Vehicle upon request at any reasonable time and place.
18. **DEFAULT.** Any violation of any provision or obligation of this Agreement, or any default in Owner's obligations to Approved Lender, shall constitute a default in this Agreement and will entitle West CAP, at its option, to terminate the agreement and, in consultation with the Approved Lender, withdraw its support provisions noted above.
19. **MISREPRESENTATION.** Any misrepresentation by Owner in any information provided to West CAP by Owner, whether for eligibility for the Jump Start Program or otherwise, shall constitute a default under this Agreement and shall entitle West CAP to the remedies specified in Paragraph 18.
20. **IMPLIED WAIVER.** Any waiver or failure by West CAP to exercise any of its rights and remedies pursuant to this Agreement or any applicable law shall not constitute a waiver of any other or future right or remedy to which West CAP may be entitled.
21. **TERMINATION.** This Agreement may be terminated by written agreement signed by both Parties; or by execution of a writing by West CAP documenting successful completion by Owner of the Jump Start program; any indemnification or reimbursement obligations of Owner to West CAP shall survive the termination of this Agreement.
22. **MODIFICATION.** This Agreement may be modified only by a writing signed by both Parties.

- 23. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties; no oral representations or modifications to its terms shall be binding between the parties nor shall any such representation or modification operate to alter the terms of this Agreement.
- 24. PARAGRAPH HEADINGS. Paragraph headings contained herein are intended for organizational and explanatory purposes only; they are not to be used to interpret the meaning of any provision of this Agreement.
- 25. APPLICABLE LAW. This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin.
- 26. INVALID PROVISION. Any provision of this Agreement held to be invalid by a court of competent jurisdiction shall not operate to invalidate or render void this Agreement or any other provision of this Agreement.
- 27. INDEMNIFICATION. Owner agrees to indemnify, defend and hold West CAP harmless for and against any losses, damages, injuries, claims, demands, lawsuits, penalties, fines, forfeitures, costs, and fees -- including attorney fees, incurred by West CAP arising out of or on account of Owner's operation, ownership, possession, use or maintenance of the Motor Vehicle.
- 28. NOTICES. Any notices required to be given pursuant to this Agreement shall be deemed given when deposited with the Postal Service or other delivery service with proper postage and addressed to the Parties as follows:

West CAP:

Owner:

West CAP
 PO Box 308
 525 Second Street
 Box 308
 Glenwood City, WI 54013

- 32. BINDING EFFECT. This Agreement shall be binding on the Parties to it and on their respective heirs, executors, successors or assigns.

DATED this ____ day of _____, _____.

SIGNED:

West CAP:

Owner:

By:
Title:

(Name)

(Name)

(Revised 06/09/2022)

SAMPLE