AGREEMENT TO ARBITRATE

Customer	Rod N Jones	Date	8/21/2007
SSN	406-99-9978		
Vin	12345678912345678		

In this arbitration agreement, the term “you” refers to the customer(s) who sign below. The term “we” and “us” refer to Auto Title Loan /Payday Loan Company By agreeing to arbitrate, you and we give up some rights, including the right to go to court and the right to a jury trial.

A “dispute” is any controversy or claim (other than a claim relating to the possession, repossession or sequestration of the vehicle) whether in contract, tort, otherwise, whether past, present or future and including statutory, common law, intention tort, and equitable claims, arising from or relating to the vehicle retail installment contract (the “Obligation”) you have entered into with us on the date shown above and any applications for credit or credit provided. The term “Dispu includes but is not limited to the negotiation or breach of the obligation, or the sale, purchase, or financing of the vehicle involving any buyer, co-buyer, co-signe guarantor, seller, lender, or any assignee, agent, employee, surety bonding company or insurer of any of these persons. The term “Dispute” also includes any questions regarding whether a matter is subject to arbitration under this Arbitration Agreement.

You and we agree that any dispute or controversy, or the performance or enforcement of the obligation, shall be resolved, upon the election of you or us, by biding arbitration, pursuant to this Agreement to Arbitrate and the rules of the American Arbitration Association in effect at the time any claim, dispute or controversy is made .Any such election may be made at any time, regardless of whether a lawsuit has been filed or not, unless such a lawsuit has resulted in a judgment.

The arbitration hearing shall be held at a location near where you signed this Arbitration Agreement, on 30 days’ notice to the parties unless the rules of the American Arbitration Association provide otherwise. The arbitrator shall apply relevant law. The hearing shall be concluded within 120 days unless otherwise ordered by the arbitrator. The decision of the arbitrator shall be evidenced by written, reasoned finding s of facts and conclusions of law. An award by the arbitra shall be final and binding on all party’s to the proceeding. The non-prevailing party shall pay, and the arbitrator shall award the prevailing party’s arbitration costs and expenses, including reasonable attorney’s fees. Judgment on the award may be entered by either party in an appropriate local, sate or federal court or befo any administrative body. This Arbitration Agreement shall, with respect to such dispute, survive the termination or expiration of the 0bligation. Nothing in this Arbitration Agreement or in the obligation shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to or subtract from the provisions of the obligation. No class action arbitration may be ordered under this provision and there shall be no joiners of parties to the same obligati

The parties agree that the transactions relating to the Obligation involve interstate commerce and that this Arbitration Agreement shall be subject to and governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as amended.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS ARBITRATION AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THEY ARE GIVING UP THE RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THEY UNDERSTAND THAT THE RIGHTS TO APPEAL OR CHANGE AN ARBITRATION AWARD IN COURT ARE VERY LIMITED.

CUSTOMER SIGNATURE: X _____ _____
Date

CO-CUSTOMER SIGNATURE: X _____ _____
Date

AGENT'S SIGNATURE: X _____ _____
Auto Title Loan /Payday Loan Company Date