

**NCFC** NEW CITY  
AUTO FINANCING FUNDING CORP.

146 South Liberty Dr. Unit 11B  
P.O. Box 121  
Stony Point, NY 10980  
845-942-0020 \* Fax 845-942-2810

Dear Dealership Management,

Thank you for considering New City Funding Corporation for your lending needs. We are confident that you will be satisfied with the services that we offer. To increase your auto sales, we offer sub-prime financing to customers that traditional lending institutions will not finance. Our aim is to review each contract individually and formulate a plan that you and your customer will be happy with. As your needs change, we will be happy to help you evaluate those needs and offer you the services that will help you achieve your new goals.

The information enclosed will help you make the most of our services. If you have any questions, please contact us at 845-942-0020. Again, thank you for choosing New City Funding Corporation.

Sincerely,



Ronald Steinberg  
Vice President

## NCFCC Delaware Financing Program

- Customer must have 20% to 25% cash deposit for the dealer.
- We take a 16% Discount off the Financed amount.

Example:

<b>Price of Car</b>	7,000.00
<b>Deposit</b>	- 2,000.00
<b>Amount to Finance</b>	5,000.00
<b>Less 16% Discount</b>	- 800.00
<b>Dealers Net Check</b>	4,200.00

<b>Dealers Net Check from New City Funding</b>	4,200.00
<b>Dealers Deposit from Customer</b>	+2,000.00
<b>Dealers Net Payment from Auto Sale</b>	6,200.00

- Dealer's payment will be sent out as soon as all required information from our dealer's checklist is met and the delivery of the car is verified.
- Our company finances based on NADA Clean Trade book valuation and customer's history (no recent repossession in past 12 months and not in bankruptcy or foreclosure).
- New City Funding provides a Lender Systems' starter interrupter for every deal. Dealers must install the box onto the purchased car and remove it at the end of the loan at no charge to the customer.
- Cars generally are 2003 or newer and 150,000 miles and under (No salvage or branded titles).

New City Funding looks forward to doing business with you. We hope to be of service to you and your customers with all your car financing needs.

## Credit Application

DEALER'S NAME:	DEALER'S PHONE:	DEALER'S FAX:	CONTACT:
----------------	-----------------	---------------	----------

VEHICLE INFORMATION (PLEASE PRINT CLEARLY)			
YEAR:	MAKE:	MODEL:	MILEAGE:
CASH PRICE \$:	NET TRADE \$:	DOWN PAYMENT \$:	TOTAL AMOUNT \$:
OPTIONS:	NADA-RETAIL:	VIN #:	
	NADA-TRADE IN:	TRADE INFO:	

APPLICANT INFORMATION (PLEASE PRINT CLEARLY)					
NAME:	(LAST)	(FIRST)	SS #:		
ADDRESS:				D.O.B.:	
CITY:		STATE:	ZIP:	YEARS THERE:	
HOME PHONE #:	CELL PHONE #:	EMAIL:			
NAME, ADDRESS & PHONE # OF LANDLORD OR MORTGAGE HOLDER:			MONTHLY PAYMENT \$:		
PREVIOUS ADDRESS (IF CURRENT LESS THAN 4 YEARS)					
NAME OF EMPLOYER:		ADDRESS OF EMPLOYER:			
BUSINESS PHONE #:		ANNUAL SALARY \$:		YEARS:	
PREVIOUS EMPLOYER:				YEARS:	

REFERENCES PERSONAL - FAMILY			
NAME:	NAME:	NAME:	NAME:
ADDRESS:	ADDRESS:	ADDRESS:	ADDRESS:
PHONE #:	PHONE #:	PHONE #:	PHONE #:

By signing this application:

- 1) - I authorize Dealer, New City Funding Corp. and finance company, bank, other financial institution to which the Dealer or New City Funding submits my application ("you" or "you") to investigate my credit and employment history, obtain credit reports, and release information above your credit experience with our company as the law permits.
- 2) - If an account is created, I authorized you to obtain credit report for the purpose of reviewing of taking collection action on the account or for other legitimate purpose associated with account.
- 3) - I certify that I have read and agree to the terms of this application and that the information in it is complete and true.
- 4) - I authorize New City Funding Corp. to start a credit investigation based on the information voluntarily provided by me which is true and correct, and reflects all my current debts. In addition I authorize NCFC to obtain federal and state records of employment and income history, including State Employment Security Agency ("SESA"). A bankruptcy proceeding is not progress.

**"New City Funding Corp. is an Equal Opportunity Lender"**

SIGNATURE OF APPLICANT: _____	DATE: _____	SIGNATURE OF CO-APPLICANT: _____	DATE: _____
-------------------------------	-------------	----------------------------------	-------------



146 South Liberty Dr. Unit 11B  
P.O. Box 121  
Stony Point, NY 10980  
845-942-0020 \* Fax 845-942-2810

**All Sections Must Be Completed Correctly Before Payment Is Issued To Dealer!**

### **DEALER CHECKLIST FOR FUNDING (DE)**

**APPLICANT SECTION 1 / Requirements prior to Discounting for:** \_\_\_\_\_

(Customer's Name)

- \_\_\_ 1. Credit application completed and signed by applicant.
- \_\_\_ 2. Retail sales order disclosing the sale signed by customer and dealer.
- \_\_\_ 3. Copy of valid Driver's License for state of residence for applicant (if applicant has a permit or an ID card then they will have to add a co-applicant).
- \_\_\_ 4. Copies of 2 recent pay stubs for applicant.
- \_\_\_ 5. If Self-employed or Job letter applicant- send 3 recent bank statements.
- \_\_\_ 6. Proof of residence must be a utility bill, lease agreement or cell phone bill.
- \_\_\_ 7. Verify that reference are filled out on references sheet.
- \_\_\_ 8. Contract must be signed by applicant.

### **CO-SIGNER SECTION 2**

- \_\_\_ 1. Credit application completed and signed by co-maker.
- \_\_\_ 2. Copy of valid Driver's License for state of residence for co-maker.
- \_\_\_ 3. Copies of 2 recent pay stubs or bank statements if applicable.
- \_\_\_ 4. Proof of co-maker's residence must be utility bill, lease agreement or cell phone bill.
- \_\_\_ 5. Contract must be signed by co-applicant.

### **DEALER SECTION 3**

- \_\_\_ 1. Contract must be completed with no blank spaces.
- \_\_\_ 2. Doc fees must be added to selling price on the contract.
- \_\_\_ 3. Contract must be signed by seller.
- \_\_\_ 4. Original and Pink copy of contract must be forwarded to NCFC.
- \_\_\_ 5. Insurance binder sent to NCFC showing \$1000 Dedt. and NCFC as loss payee.
- \_\_\_ 6. Trade-In description.
- \_\_\_ 7. Copy of the Title showing no liens pending and signed over to NCFC
- \_\_\_ 8. Spare key supplied to New City Funding (\$25 fee for no key).
- \_\_\_ 9. Lender Systems' contract signed by applicant.
- \_\_\_ 10. Lender Systems contract signed by co-applicant.
- \_\_\_ 11. Copy of dealer representation letter.
- \_\_\_ 12. Copy of customer delivery notice.
- \_\_\_ 13. Proof of deposit.
- \_\_\_ 14. Loan applicant must be the title holder.
- \_\_\_ 15. Customer Verification of pickup
- \_\_\_ 16. VSI form must be signed

**All necessary documentation requested is to be included in the package and sent to New City Funding Corp**

**REFERENCES FORM**

Please provide two family members and three other personal references. These contacts will be verified.

NAME:		RELATIONSHIP:	
PHONE:		CITY:	
ADDRESS:		STATE:	

NAME:		RELATIONSHIP:	
PHONE:		CITY:	
ADDRESS:		STATE:	

NAME:		RELATIONSHIP:	
PHONE:		CITY:	
ADDRESS:		STATE:	

NAME:		RELATIONSHIP:	
PHONE:		CITY:	
ADDRESS:		STATE:	

NAME:		RELATIONSHIP:	
PHONE:		CITY:	
ADDRESS:		STATE:	

I understand that in the event New City Funding Corp. is unable to get in contact with me, and my loan goes into default, the above references will be contacted in order to get in contact with me. **No personal information will be disclosed to my references.**

SIGN

DATE:

### INSURANCE VERIFICATION FORM

\*This form must be completed, signed by the customer, and submitted with every contract purchased by New City Funding Corp.

(Must match names (S) on Certificate of Title)

NAME OF PURCHASER: \_\_\_\_\_  
YEAR, MAKE, AND MODEL OF AUTO PURCHASED: \_\_\_\_\_

INSURANCE COMPANY: \_\_\_\_\_

POLICY OF BINDER NUMBER: \_\_\_\_\_

NAME OF AGENT: \_\_\_\_\_

AGENT PHONE NUMBER: \_\_\_\_\_

DEDUCTIBLE COMPREHENSIVE: \$500 Max \_\_\_\_\_ COLLISION: \$500 Max \_\_\_\_\_

DATE VEHICLE ADDED TO POLICY: \_\_\_\_\_

DATE EXISTING POLICY EXPIRES: \_\_\_\_\_  
(If Applicable)

IS A PHOTO INSPECTION REQUIRED BY THE INSURANCE COMPANY?  Yes  No

IS NEW CITY FUNDING CORP. at either P.O. Box 121 or 146 South Liberty Drive, Unit 11B, Stony Point, NY 10980 listed as LIEN HOLDER (LOSS PAYEE) for the financed vehicle?  Yes  No

VERIFIED BY: \_\_\_\_\_  
(Dealer)

I, \_\_\_\_\_, understand that I am obligated to carry comprehensive and collision insurance coverage, at deductibles no higher than \$500.00 for each coverage, on my financed vehicle for the entire term of my loan with **NEW CITY FUNDING CORP.** Within 60 days of purchase of my vehicle, I will deliver to **NEW CITY FUNDING CORP.** an endorsed auto policy, showing my financed vehicle, full coverage insurance, and **NEW CITY FUNDING CORP.** listed as **LIEN HOLDER.** Additionally, if you change your insurance carrier or are involved in an auto accident, you are responsible for noticing **NCFC immediately.**

\_\_\_\_\_  
(Customer Signature)



**NEW CITY  
FUNDING CORP.**

146 South Liberty Drive, Unit 11B  
P.O. Box 121  
Stony Point, NY 10980-0121  
845-942-0020 • Fax: 845-942-2810

## CUSTOMER DELIVERY NOTICE

Our goal is to provide the finest possible customer service and assisting customers with the financing of their vehicles. In an effort to help us meet this goal and complete the financing, please review the items and initialize below:

1. I have signed a copy of the Retail Installment Contract, which is completed in full. \_\_\_\_\_
2. I have personally inspected the vehicle, had an opportunity to test drive it and found it free from any reasonable discoverable damage and/or defects. \_\_\_\_\_
3. Everything that has been promised to me has been put in writing. If the dealer has agreed to fix items on the vehicle, I understand it is between me and the dealership to schedule and satisfactorily complete the repairs. \_\_\_\_\_
4. I understand that I am purchasing the vehicle from a dealership and repair problems are not the responsibility of New City Funding Corp. New City Funding Corp. is providing financing for the customer to purchase the vehicle from the dealer. \_\_\_\_\_
5. This is to certify that I have made a down payment in the amount of \$ \_\_\_\_\_ as described on the retail contact dated \_\_\_\_\_. Furthermore, I have paid the monies pertaining to the down payment in Full and there are no pickup payments or other money due. \_\_\_\_\_
6. Any questions I have about this transaction have been answered to my satisfaction, enabling me to completely understand all the details of this transaction. \_\_\_\_\_
7. I have spoken to and verified all loan information with a NCF C representative. \_\_\_\_\_

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co Buyer Signature

\_\_\_\_\_  
Date



**NEW CITY  
FUNDING CORP.**

146 South Liberty Drive, Unit 11B  
P.O. Box 121  
Stony Point, NY 10980-0121  
Tel.: 845-942-0020 • Fax: 845-942-2810

**DEALER REPRESENTATION LETTER**

Purchaser Name(s) \_\_\_\_\_

Address: \_\_\_\_\_

Year Of Vehicle: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Mileage: \_\_\_\_\_ Vin#: \_\_\_\_\_

**UNCONDITIONAL GUARANTEE**

In consideration of the purchase of the above references contract, notwithstanding the terms of the Assignment of the above Deal with New City Funding Corp. to which this purchase is related, the undersigned unconditionally guarantees payment to New City Funding Corp. of the full amount remaining unpaid under the contract and agrees to purchase the contract upon demand by New City Funding Corp.; whether or not the contract shall be in default, in the event that the undersigned failed for any reason to secure a perfected first priority lien interest and title in the financed vehicle in favor of New City Funding Corp. Title work must be processed with appropriated government agency (i.e. DMV) no later than 45 days after contract date. Additionally, the deal is full recourse if there is great disparity in the mileage from the original credit application.

**THIS GUARANTEE OF TITLE REMAINS IN EFFECT UNTIL TITLE IS RECEIVED AND IS SUBJECT TO PAYOFF UPON REQUEST**

Dealer hereby represents and warrants that the down payment as shown on the contract has been collected in full as of the date of assignment of said contract to New City Funding Corp. Dealer warrants that no portion of the down payment is still owed, including, but not limited to hold checks, side notes or a NSF check. (New City Funding Corp. recommends the dealer to not accept personal checks as a form of down payment). Dealer further warrants that no portion of the down payment was a rebate of any type or supplied by Dealer in any way, unless so disclosed on credit application and below.

Dealer hereby represents and warrants that the sale price of the motor vehicle was the lowest price quoted to purchaser and that said price includes no charges including, but not limited to Discount, which are not imposed on purchasers whose contract is not sold to New City Funding Corp.

Dealer represents and warrants that said contract and related sale transaction comply with all terms of Federal and State laws.

Dealer is responsible for installing the starter interrupter unit (provided to the dealer free of charge) for every customer. Upon completion of the loan, the dealer is to remove the starter interrupter unit free of charge to the customer.

Dealer agrees they will in no way remove, disable, provide information to or refer any New City Funding Corp. customer to anyone who will attempt to remove the starter interrupter unit.

Dealer agrees to provide a key to the car. Upon repossession, if the key does not work for this car, the dealer is responsible for the cutting of a new key fee.

**IF DOWN PAYMENT HAS NOT BEEN COLLECTED IN FULL, THIS DEAL WILL BE FULL RECOURSE INCLUDING HOLD CHECKS AS STATED ABOVE.**

Lien Information will be recorded as: New City Funding Corp, P.O. Box 121 Stony Point, NY 10980

Dealer Authorized Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



**DEALER APPLICATION**

**PRINCIPALS • OFFICERS • OWNERS**

NAME:	TITLE:
ADDRESS:	
CITY, STATE, ZIP:	PHONE:
NAME:	TITLE:
ADDRESS:	
CITY, STATE, ZIP:	PHONE:

DATE DEALERSHIP ESTABLISHED:
DEALER LICENSE #:

**DEALERSHIP INFORMATION**

NAME:	TAX ID:
DBA:	
ADDRESS:	
CITY, STATE, ZIP:	
PHONE #:	FAX:
EMAIL ADDRESS:	

**BANK INFORMATION**

NAME:	ACCT #:
PHONE #:	CONTACT:

**FLOOR PLAN INFORMATION**

NAME:	ACCT #:
PHONE #:	CONTACT:

**TRADE REFERENCES**

NAME:	ACCT #:
ADDRESS:	
CITY, STATE, ZIP:	
PHONE #:	
NAME:	ACCT #:
ADDRESS:	
CITY, STATE, ZIP:	
PHONE #:	

I authorize New City Funding Corp. to verify all trade and banking relationships. This information will be used solely for the purpose of entering into the enclosed dealer agreement and will be held confidential. I (we) certify that all the information listed on this form is true and correct.

**SIGNATURE (PRINCIPAL • OFFICER • OWNER)**

TITLE:	TITLE:
DATE:	DATE:



**NEW CITY  
FUNDING CORP.**

**AUTO FINANCING**

146 South Liberty Drive, Unit 11B

P.O. Box 121

Stony Point, NY 10980-0121

845-942-0020 • Fax: 845-942-2810

## General Dealer Agreement

In anticipation of a friendly, profitable, and lasting relationship, I ask you to review the facts regarding New City Funding Corp.

**1. The purpose of this agreement is to set forth rules that will govern the purchase of acceptable paper by New City Funding Corp.**

**2. Assignment.** Dealer's assignments of Paper (the "Assignments" and each an "Assignment") to New City Funding Corp. shall be without recourse except as provided in this Agreement or in the Agreements. The assignments shall be required to be acceptable to New City Funding Corp. in its sole discretion.

**3. Dealer Representations and Warranties.** In order to induce New City Funding Corp. to purchase Paper, Dealer Represents and warrants that:

- Each item of Paper, related information and documents provided to New City Funding Corp. are genuine, contain the valid signatures of Buyers and Guarantors, correctly state the terms of the transaction, and are true and accurate in every material respect.
- All signers had the legal capacity to contract at the time of their signature.
- The goods and services are truly and accurately described in the Paper and have delivered to, together with a copy of the Paper, and willingly accepted by Buyer.
- The down payments have been paid in full by the Buyer without help from the Dealer and were actually paid in cash or merchandise received in trade as shown.
- Title to the goods and services is vested in Buyer under the paper, and New City Funding Corp. holds a valid first lien upon the goods.
- Title to the goods and services is not branded, nor is the title required to be branded as rebuilt, salvage, flood or other designation which may decrease the market of value of the goods and services. If so, Dealer agrees to repurchase contract.
- Dealer possesses all of the requisite state and other jurisdictional licenses required to engage in its business and to sell the Paper to New City Funding Corp.
- No payments have yet been received on the balance of the purchase price as set forth in the Paper.
- No representations and warranties have been made to the Buyer other than those contained in the Paper and the Paper represents the entire agreement of Buyer and Dealer.
- Such steps as are necessary to perfect New City Funding Corp. security interest in the goods have been taken.
- Dealer has furnished New City Funding Corp. with copies of all disclosures required to be given to the Buyer under applicable law in connection with the sale of the goods and services that are the subject of each Paper, and such disclosures and the matter in which they are given conform to all applicable laws and regulations.
- The sales transaction and the Paper arising from such sale comply with all applicable federal, state, and local laws and regulations.

**4. Dealer Breach and Reassignment.** If there is any breach of Dealer's representations or warranties with regards to any item of Paper, then upon demand, Dealer shall immediately repurchase that Paper from New City Funding Corp. for the Repurchase Amount, which are all the amounts due under that Paper, including New City Funding Corp.'s out-of-pocket expenses, less holdbacks (not discounts), and unearned finance and insurance charges. Upon payment of such Repurchase Amount, New City Funding Corp. shall reassign the Paper to Dealer.

A. New City Funding Corp. requires a copy of your Maine Automobile Dealer's License and Maine Banking Department Installment Seller's License Prior to the acceptance of your first deal. Contracts must show your Corporate or Company name as it is listed on the Installment Sellers License. New City Funding Corp.'s checks will be issued accordingly.

B. New City Funding Corp. require an acquisition fee, which will deducted from the cash advance and calculated discretely from each deal. The Federal Trade Commission has issued a staff opinion stating that the sale of a Consumer Credit Contract to a finance company which charges an acquisition fee is not Consumer Credit Transaction under the Truth in Lending Act, although the contract itself is subject to the act. Acquisition fees paid by you to New City Funding Corp. have nothing to do with the extension of credit by you to your customer, thus making disclosure of this transaction to the consumer unnecessary. **THIS COST MUST NOT BE PASSED ON TO THE CUSTOMER.**

C. A starter interrupt unit must be installed in every vehicle prior to customer taking possession of vehicle and removed at the end of the loan. The device must be returned to New City Funding Corp.

**5. Buyer Defenses or Complaints.** If Buyer makes a complaint to or raises a defense against Dealer or New City Funding Corp., upon demand of New City Funding Corp., Dealer will have thirty (30) days to provide a prompt good faith response to attempt to mutually satisfy all parties to the transaction. When responding to Buyer's complaint or defense, Dealer will comply with all applicable state and federal laws and regulations.

**6. Collections.** New City Funding Corp. shall have the sole right to collect the Paper it purchases from Dealer and to notify each Buyer to pay directly to New City Funding Corp. Dealer agrees not to solicit collections or make any repossession, settlements, or adjustments with respect to the Paper it sells to New City Funding Corp. and agrees to forward to New City Funding Corp. All communications, inquiries, and identical remittances Dealer may receive with reference to said Paper to New City Funding Corp. within 24 hours. Further, Dealer shall not accept the return or nor make any substitution of any of the goods covered by any such Paper except pursuant to New City Funding Corp. written instruction.

**7. Insurance.** Prior to purchase of the contract by New City Funding Corp. Dealer shall bear the responsibility for loss to the collateral.

(a) Spare Key must be given to New City Funding Corp. for each vehicle (no exceptions!!!)

**8. Title.** The appropriate Maine vehicle title with New City Funding Corp.'s lien recorded will be in New City Funding Corp. possession within 45 days from the date the contract is purchased. Otherwise, Dealer will, on demand, repurchase the contract for the Repurchase Amount and will hold New City Funding Corp. harmless from all damages, losses and costs that may ensue.

**9. Indemnity.** Dealer will indemnify and hold New City Funding Corp. and its officers, agents, affiliates and employees harmless from any and all liabilities, losses, costs, and expenses (including attorney's fees), resulting from any obligation, liability, or action of Dealer or its agents or losses, costs and expenses (including attorney's fee), resulting from any obligation, liability, or action of New City Funding Corp. or its agents or employees. This indemnification shall survive termination of this Agreement and is in addition to and not in lieu of any other indemnities now or in the future, whether under other provisions of this agreement or otherwise.

**10. Discounts.** Belongs to New City Funding Corp. forever, and New City Funding Corp. is in no way obligated to account for it To Dealer.

**11. Successors and Assigns.** This Agreement shall insure the benefit of and bind New City Funding Corp. and Dealer and their respective heirs, representatives, successors and assigns. However, the Dealer may not assign this Agreement except with prior written consent of New City Funding Corp.

**12. Termination.** Either New City Funding Corp. or Dealer may terminate this Agreement with or without cause at any time, but such termination shall not affect any obligation on the part of either New City Funding Corp. or Dealer which arose out of the purchase of Paper hereunder prior to the termination.

**13. Waiver of Jury Trial.** Each of the parties to this agreement hereby waives any right to a trial by Jury in any action or proceeding to enforce or defend any rights under this Agreement any note, any other Amendment, instrument, document or Agreement delivered or which may be in the future delivered in Connection herewith or therewith, and agrees that any such action or proceeding shall be tried before a court and not before a jury.

**14. All dealers must comply with all "Red Flag Rules".**

A complete, signed application to include personal references must accompany all transactions, as well as a copy of VALID Maine Driver's License. A mileage or odometer statement must also be included.

I guarantee that the customer will be the registered owner and our security interest shall appear as the only security on any certificate of title now or hereafter issued. The dealership must file a financing statement (notice of our security interest filed for public record) covering New City Funding Corp. security interest.

The dealer agrees that they will follow all Federal Laws and State Laws regarding advertising and fair lending. Federal laws being ECOA and Regulation Z. State laws being at the code of Maine Sales Finance Act.

Dealer agrees to follow all Federal and State Laws regarding advertising and fair lending, Compliance, ECOA, Regulation Z, ME Sales Finance Act, "Privacy Act", "Patriot Act" all applicable State and Federal Laws.

Please use New City Funding Corp. checklist in order to eliminate errors or omissions.

Agreement Acceptance: The Dealer Agreement and the Guaranty, if any, set forth below are not effective until signed at its executive office located in Stony Point, New York.

Accepted: Stony Point, New York.

**New City Funding Corp.**  
**146 South Liberty Drive, Unit 11B**  
**P.O. Box 121**  
**Stony Point, New York 10980**

By: \_\_\_\_\_  
Officer

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Dealer: \_\_\_\_\_

By: \_\_\_\_\_  
Officer, Partner or Owner

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**DEALER'S AUTHORIZED SIGNERS:**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title