

# ARBITRATION AGREEMENT

Date: December 7, 2017

This Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This Arbitration Agreement uses certain defined terms. "I", "me" and "my" refer to the buyer signing below. A "Dispute" is any contract, tort, statutory or other claim or dispute between Seller and me arising out of or relating to my credit application, any retail installment sales contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement). "Seller" includes seller's assignee and also includes Seller's and such assignee's employees, agents, successors or assigns. "Dispute" includes any disagreement over the interpretation and scope of this clause, or the arbitrability of the Dispute.

Any Dispute shall, at Seller's or my request, be resolved by binding arbitration and not in court. Arbitration will be by one arbitrator on an individual basis and not as a class action. I waive any right I may have to arbitrate a Dispute as a class action (this is referred to below as the "class action waiver"). Arbitration will be conducted by and under the rules of the American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY 10019 (www.adr.org), or any other arbitration organization I select, subject to your approval. I may get the rules of the organization by contacting it or visiting its website.

Arbitrators shall be attorneys or retired judges selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which I reside, or at some other location convenient to me. Seller will pay my filing, administration, service or case management fee and my arbitrator or hearing fee all up to a maximum of \$1,500, unless applicable law or the rules of the chosen arbitration organization require Seller to pay more. Each party shall be responsible for its own attorney, expert and other fees, unless otherwise awarded by the arbitrator under applicable law.

The arbitrator's award is final and binding on all parties. Any arbitration shall be governed by the Federal Arbitration Act and not by any state arbitration law.

Seller and I retain the right to sue in small claims court for a Dispute within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither Seller nor I waive the right to arbitrate by filing suit. Any court with jurisdiction may enter judgment on the arbitrator's award. This Arbitration Agreement shall survive any termination, payoff or transfer of my retail installment contract. If any part of this Arbitration Agreement, other than the class action waiver, is deemed or found to be unenforceable for any reason, the remainder is enforceable. If the class action waiver is deemed or found to be unenforceable, then this entire Arbitration Agreement shall be unenforceable.

This Arbitration Agreement is incorporated into and becomes a part of any retail installment contract or other credit obligation that I enter into with Seller on the date shown above.

**I may opt out of this Arbitration Agreement by doing so in writing to the address shown below and sent by registered mail, postmarked no later than 10 days from the date of this Arbitration Agreement shown above.**

\_\_\_\_\_  
Buyer: KW RESORT UTILITIES CORP.

Seller: KKS AUTO SALES  
9545 HWY 6 SOUTH #A  
HOUSTON, TX 77083  
281-495-2888

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