

GENERATING PROFIT NOT LEGAL EXPOSURE IN THE F&I DEPARTMENT

**Excerpts from:
F&I Summit Presentation
May, 2017**

*presented by:
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WHAT IS COMPLIANCE?

- Compliance is having your dealership's policies, procedures, paperwork and practices all in accordance with the law
- Compliance is not an end point, it is an ongoing process that must be regularly monitored, managed and modified
- In order to be effective, a dealership compliance program must be proactive – not reactive

WHY DEALERSHIP COMPLIANCE IS DIFFICULT

- Dealerships are very heavily regulated
- Regulatory activity and interpretations change
- Movement of dealership employees
- Dealerships have many different vendors
- The business is constantly changing
- Difficult for one person to manage
- Technology presents opportunity and risk

DEALERSHIP LEGAL EXPOSURE FROM COMPLIANCE VIOLATIONS

- Regulatory agency actions
- Licensing agency actions
- Individual consumer lawsuits
- Class action consumer lawsuits
- Lender agreement violations
- Other contractual obligations

NONCOMPLIANT CAR DEALS: THE GREATEST AREA OF DEALERSHIP LEGAL EXPOSURE

- Noncompliant documents leave a trail enabling violations of law to be easily proven
- Document violations create legal exposure for multiple damages and attorney fees
- If there is a document violation in one deal it likely occurs in many (if not all) deals and can lead to a class action lawsuit

DEALERSHIP DOCUMENT ERRORS

- Required documents missing
- Incorrectly drafted or conflicting documents
- Missing or incorrect disclosures
- Misstated obligations, rights or remedies
- Failure to integrate material statements
- Improper use by dealership employees
- Conflicts with automated systems

IS YOUR CAR DEAL COMPLIANT?

- Each document has a specific purpose
- Documents should be designed to be part of the overall “deal”, not in a vacuum to stand-alone
- The “deal” should be reviewed on a regular basis
- The “deal” should be updated any time there is a change in any aspect of your business model

SOURCES OF DEALERSHIP “DOCUMENTS”

- Document and automotive product suppliers
- DMS, CRM and F&I menu providers
- Banks and finance companies
- F&I and ancillary product suppliers
- Other dealerships and industries
- The internet, seminars and 20 groups
- Consultants and trainers
- Homemade dealership forms developed to handle issues and problems as they have arisen

ITEMS TO CONSIDER WHEN BUILDING A DEALERSHIP'S CAR DEAL

- Dealership documents are not just ink on paper or an electronic screen, each one has a specific purpose.
- Dealership documents should be designed to be part of the overall transaction, not to stand-alone.
- Dealership documents, as well as all automated systems and the F&I menu used by a dealership, should create a “selling system” for the dealership.

THE FTC LAWSUIT

Federal Trade Commission

v.

Universal City Nissan, Inc., et. al.

Case 2:16-cv-07329

Filed 09/29/16

FTC LAWSUIT: DEALER FINANCING

Defendants also have subjected consumers, particularly non-English speakers and individuals with poor credit, to **deceptive, misleading, and unfair practices when offering add-on products and services or when arranging financing.**

In numerous instances, Defendants have deceptively claimed that the **purchase of an add-on product, such as GAP insurance or a service contract, is a condition of the purchase or financing of the vehicle or will improve the consumer's chances of obtaining financing.**

FTC LAWSUIT: DECEPTIVE AND UNFAIR PRACTICES REGARDING ADD-ON PRODUCTS

Information about the add-on products is often included in a **stack of lengthy, complex, highly technical documents** presented at the close of a **long financing process** after an already **lengthy process of selecting a car and negotiating** over its price.

In numerous instances, Defendants have selected and preprinted add-on products on the sales and financing forms, **such as the F&I product menus**, pre-contract disclosures, and the contract, before discussing or presenting them to the consumer.

FTC LAWSUIT: DECEPTIVE AND UNFAIR PRACTICES REGARDING ADD-ON PRODUCTS

- Defendants' employees, in numerous instances, have **rushed consumers** through the closing process and have **simply indicated to consumers where to sign**
- Defendants **charged** consumers for add-on products that the **consumers did not authorize**
- Defendants **charged** consumers for add-on products that the **consumers had rejected**

F&I PRODUCT COMPLIANCE ANALYSIS

- What is the product?
- Backed by a warranty and/or insurance?
- Copy of the warranty available prior to sale?
- How is the product promoted & presented?
- Can all claims be substantiated?
- What are the product's benefits vs. it's price?
- Described properly in all documents?
- Placed correctly in appropriate documents?

MENU-SELLING OF F&I PRODUCTS

- The 100% Rule: all of the products, presented to all of the people, all of the time
- Consistency in the F&I presentation
- Assurance all customers receive information
- Improved F&I compliance & customer satisfaction
- Higher F&I penetration when products are explained

COMPLIANCE AND F&I MENU USE

- The menu structure and layout
- Labels and terminology used
- F&I presentation & menu must be consistent
- F&I menu & deal documents must be consistent
- Required disclosures made & documents provided
- Coordination of product promotional materials
- Will not cure document issues in the deal

TRANSPARENCY & COMPLIANCE IN F&I

- Presentation is uniform, consistent and verifiable
- Products and services presented properly
- F&I product pricing is clear
- No mandatory purchase or packing of products
- Customer makes informed decisions
- Financing terms understood
- Paperwork correctly drafted and executed

HOW TO MINIMIZE LEGAL EXPOSURE FROM COMPLIANCE VIOLATIONS

- Conduct a deal audit
- Review your F&I product offerings
- Review your F&I menu & selling process
- Review your website and 3rd party sites
- Make needed revisions now
- Update and conduct training to reflect changes
- Leverage new technology

THANK YOU FOR PARTICIPATING

The material contained herein was prepared for use in conjunction with a live seminar presentation. It is designed to convey information of a general nature and should not be considered as legal advice. You should contact professional counsel for specific application of the subject matter discussed to your business.

Additional information on F&I Department and other dealership related compliance topics is available at www.KeithWhann.com.

ROYSTER v. TOYOTA MOTOR SALES, U.S.A.

SUPREME COURT OF OHIO

“The car-buying experience may be the most complicated mating dance in all of the animal world. It seems a given that both parties must engage in half-truths (“I don't know if I can afford this”), double meanings (“Let's see if we can make the numbers work”), semantic gymnastics (“Priced below invoice”), expressions of powerlessness (“Let me talk to my manager”/“Let me talk to my spouse”) and white lies (“I'm talking to someone at another dealership”), before the relationship finally culminates in a deal. Once the deal for a new automobile is complete, however, the clear language of the General Assembly takes over, without any hidden meanings or purposely confusing wordplay.”

REPRESENTATIONS & WARRANTIES IN LENDER DEALER AGREEMENTS

- The contracts are not subject to any offset, defense or counter-claim of any kind.
- All aspects of the transaction comply with applicable law.
- Dealership forms comply with all federal, state and local laws, rules and regulations.
- Any forms provided by the Lender are for convenience only. Dealer warrants it has reviewed such forms and they comply with the law and are appropriate for use.

MAJOR AREAS OF LAW IMPACTING DEALERSHIP PAPERWORK

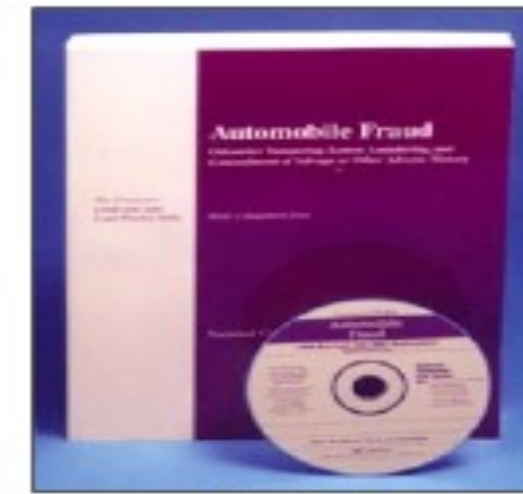
- State UDAP Statutes
- Dealer Licensing Acts
- Vehicle Titling Acts
- Installment Sales Acts
- Credit Services Acts
- Bankruptcy Law
- Privacy Laws
- USA Patriot Act
- Mag-Moss Warranty Act
- Federal Regs M and Z
- FTC Rules & Regulations
- Fair Debt Collection Act
- Fair Credit Reporting Act
- Uniform Commercial Code
- Common Law Fraud
- Negligence Law

RECENT LEGAL ACTIVITY AFFECTING DEALERSHIP COMPLIANCE

- Mandatory compliance with Safeguards Rule.
- FTC investigates dealers for privacy compliance.
- Regulators act to aid Spanish speaking consumers.
- “Do-Not-Call” Rules & regulatory actions.
- New FCRA Provisions signed into law.
- FTC updates Guide to the Used Car Rule.
- Federal regulators consider privacy notice revisions.

WHAT DO CONSUMER LAWYERS THINK ABOUT PAPERWORK COMPLIANCE?

“The abuses are rampant. In almost every motor vehicle transaction there is some violation in the sale of the car. To determine if a claim exists, lawyers should review paperwork from the entire transaction.”



5110 600 pp.
2003 Cumulative CD-Rom
ISBN 1-931697-36-1

Automobile Fraud

2003 Second Edition with CD-Rom

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Sample NCLC [Manual Pages](#) and [CD-Roms](#)

Odometer Tampering, Lemon Laundering, and Concealment of Salvage or Other Adverse History

Millions of consumers are defrauded every year by car dealers that do not disclose a vehicle's: wreck or salvage history, prior use as a rental, lease, taxi, or police vehicle, prior history as a lemon-law buyback or of other mechanical problems, repaired damage to brand new cars, and other vehicle defects.

Now for the first time a manual that provides the practitioner with everything you need to obtain rescission, treble damages, \$1500 statutory damages, punitive damages, and attorney fees for numerous types of automobile frauds, including:

- Detailed analysis of federal and state requirements concerning titles and odometer reading
- How to detect and remedy fraud involving salvage and prior wreck vehicles
- Lemon laundering (the undisclosed re-sale of manufacturer buybacks)
- State-by-state analysis of all laws relevant to automobile fraud
- How to deal with Supreme Court's *State Farm* ruling on punitive damages.

Winning Investigation and Litigation Techniques

- How to obtain and utilize a vehicle's title history and numerous other practical tips on investigating automobile fraud
- Litigation strategies, including practice pointers, evidentiary issues, and damages
- Common law fraud claims to obtain punitive damages
- The advantages of adding UDAP, RICO, warranty, and other statutory claims
- Finding hidden dealer assets
- Liability of floor planners.



Everything You Need on a New CD-Rom

- DMV forms to request title history and links to DMV websites
- 13 sample complaints
- 23 sample discovery requests
- Sample voir dire, and opening and closing statements
- 10 class action pleadings
- Outline for questioning expert witness
- Jury instructions, verdict forms, briefs, and attorney fee papers
- Reprints of key federal statutes and regulations, with legislative history and supplemental information for regulations
- Manufacturer's lemon buyback manual
- Sample title documents
- Links to other key web resources.

[Praise for the NCLC Manuals](#)

ELIMINATING LIABILITY FROM PAPERWORK VIOLATIONS IN MOTOR VEHICLE TRANSACTIONS

SALES

TEST DRIVE
AGREEMENT

FTC USED
CAR STICKER

TRADE-IN VEHICLE
APPRAISAL

LIMITED
WARRANTY

CUSTOMER
PROPOSAL

RETAIL PURCHASE
AGREEMENT

DELIVERY
CONFIRMATION

DEPOSIT & CASH
RECEIPTS

SPOT DELIVERY
AGREEMENT

INITIAL PRIVACY
NOTICE

CUSTOMER
DELIVERY CHECKLIST

RETAIL INSTALLMENT/
FINANCE AGREEMENT

FINANCE

CREDIT INSURANCE
DISCLOSURE

F&I PRODUCT
DISCLOSURE

NOTICE TO
COSIGNER

PAYOFF
AUTHORIZATION

INSURANCE COVERAGE
ACKNOWLEDGEMENT

WORK SHEET

SALESMAN _____ MANAGER _____ DATE 1/98

NAME _____ DOB _____ S.S. # _____ RES. PHONE _____

SPOUSE _____ DOB _____ S.S. # _____ RES. PHONE _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

1. D.L. # _____ 2. D.L. # _____

NEW USED DEMO COLOR Red BODY TYPE _____ MILEAGE 16477

YR 98 MAKE _____ MODEL _____ VIN # _____

TRADE IN

YR. _____ MAKE _____ BODY _____

SERIAL # _____

MODEL _____ P/OFF _____

MILEAGE _____ TAG #/ST _____

Dealer's Additions - or - Deletions:
 Additions and Deletions must be on the A & R Sheet!!!

When the deal is in agreement on terms
 I will own now!

X _____

OPTIONS & FEATURES	PURCHASE PRICE	<u>14,900</u>
<u>Auto</u>	DEALER PREP	<u>0</u>
<u>A/C</u>	SALE PRICE	<u>0</u>
<u>Am. Fr. Cass</u>	1 TRADE AMT	<u>0</u>
	2 TRADE AMT	<u>11,500</u>
	DIFFERENCE	<u>11,500</u>
	FEE'S	<u>+ 279.00</u>
	SUB TOTAL	<u>11,779</u>
	TAX	<u>765.64</u>
	TOTAL	<u>12,544.64</u>
	TAG/DOC/TITLE	<u>200</u>
	1 PAY-OFF	<u>+ 200</u>
	2 PAY-OFF	<u>+</u>
	DOWN PAYMENT	<u>1000</u>
	TOTAL AMOUNT	<u>11,744</u>

MONTHLY INVESTMENT

~~Will deliver terms Agmt~~
~~When Terms Agmt~~
~~88~~
~~3 mths~~
~~360~~
~~x 57~~

1/3 CASH DOWN PAYMENT

500 Down
88
x TAX TAG

CUSTOMER APPROVAL X _____
 X _____

MC 1 a

CHEVROLET

OFFER SHEET

1999
 8/25/03
 2 TILES
 DELIVER CLEAN!
 GM CERTIFIED!

Name Robert Jr. Reed Date 7-29-03
 Home Phone _____
 Bus. Phone _____
 Exact Delivery Date _____
 Year 01 Make Olds Model Silhouette
 Trim GLS VIN _____

Price Being Offered \$79,888
 Additional Accessories _____
 Trade-In Information
 Year 99 Make Olds Model Silhouette
 Balance owed 1000 Payments _____ @ _____
 SELLING PRICE 17,200 ~~17,432~~ ~~17,975~~ 17,975
 ACTUAL CASH VALUE ~~8,000~~ 8,000

CASH DOWN
 Lender Normally Requires 25% Down
1500
 MONTHLY PAYMENTS 430's
 Estimated 440's/450's
W.A.F.

ALTERNATE PROPOSAL
 CASH DOWN 500
 MONTHLY PAYMENTS
 Estimated \$ 420's (48)
390's (54)
360's (60)
W.A.F.

NOTICE: TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE, NO MORE THAN \$40 MAY BE ADDED FOR DEALER COSTS AND OVERHEAD. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND TITLE REGISTRATION AND TAXES.

Salesperson cannot accept this offer or obligate seller in any manner. Offer is not binding until accepted in writing by office or sales manager of seller.

Offeror's Signature _____ I certify I am 18 years of age or older _____ Salesperson

CREDIT INQUIRY AUTHORIZATION

PRINT FULL NAME: FIRST _____ MIDDLE _____ LAST _____ Sr. _____ Jr. _____
 SOC. SEC. NO. _____ TIN _____
 DATE OF BIRTH: MO. _____ DAY _____ YR. _____
 HOME PHONE NO. _____
 PRESENT ADDRESS: NUMBER AND STREET _____ CITY _____ COUNTY _____ STATE _____ ZIP CODE _____
 LIVED THERE: YEARS _____ MONTHS _____

I certify that the above information is complete and accurate. I authorize an investigation of my credit and employment history and the release of information about my credit experience.
 MONTHLY PAYMENT _____ APPLICANT SIGN: _____
 DATE DESIRED _____
 BY CUSTOMER: _____ JOINT APPLICANT OR OTHER PARTY SIGNS _____
 INDIVIDUAL (CHECK WHICH APPLIES)
 PARTNERSHIP
 CORPORATION DATE _____

THE CUSTOMER PROPOSAL

- Also known as a “worksheet”
- Most dealerships use some document
- It is for negotiating, not closing a transaction
- Watch representations made to consumer
- Does not obligate consumer to purchase
- Do not use a copy of the Retail Purchase Agreement

USED CAR APPRAISAL

Name _____

Address _____

Year _____ Make _____ Model _____

Body _____ Color _____ Mileage _____

Lic. No. _____ Phone _____ Salesman _____

EXCELLENT FAIR WHOLESALE

ITEM	COST	ITEM	COST
TIRES R.F. _____ L.F. _____		FORWARD	
Spare _ R.R. _ L.R. _		Motor	
Body (Metal)		Clutch	
Paint		Transmission	
Clean-up - Polish		Front End	
Upholstery-Mats-Carpets		Rear Axle	
Covers		Brakes	
Glass		Electrical	
Top		Heater	
Tools		Radio	
Gas - Oil - Grease		Automatic Drives	
Exhaust System		Selling Expense	
TOTAL FORWARD		TOTAL	

Remarks: _____

WHSLE. MKT. _____ RETAIL MKT _____

APPRAISED BY _____ LESS REPAIRS _____

DATE _____ ALLOWANCE _____

ALLOWANCE GOOD FOR FIVE DAYS ONLY

PROMISES MADE BY CUSTOMER
REGARDING TRADE-IN

I have advised the dealership that the vehicle which I am trading in has not been in an accident, repainted, or subjected to any flood or other damage of any kind. I understand that this representation to the dealership is a major factor in the amount of trade allowance which the dealership is allowing me on this trade-in.

Customer Signature

Manager

THE TRADE-IN APPRAISAL

- Provides the dealership with important information about the vehicle and it's history.
- Detects potential problems with the vehicle.
- Enables the vehicle to be properly evaluated.
- Helps ensure that information is available to properly represent the vehicle for sale.
- Provides a starting point in the dealership for establishing a bona fide error defense.
- Provides F&I product upsell opportunities and a defense to payment packing claims.

TRADE-IN VEHICLE APPRAISAL

Dealership Name: _____ Salesperson: _____

Customer Name(s): _____

Street Address: _____

Home Telephone: _____ Work Telephone: _____

Trade-In Vehicle Year: _____ Make: _____ Model: _____ VIN: _____

Odometer Reading: _____ Miles 5 Digit or 6 Digit Actual or Not Actual

COMMENTS - NOTE ANY VISIBLE DAMAGE: _____

INFORMATION TO BE OBTAINED FROM VEHICLE OWNER(S):

1. When did you purchase the vehicle? _____
2. From whom did you purchase the vehicle? _____
3. In whose name is the vehicle titled (List as appears on title)? _____
4. In what state is the vehicle titled? _____
5. Who are the entities/individuals that have a lien on the vehicle? _____
6. Did you purchase the vehicle new? Yes No
7. Has the vehicle been involved in an accident? Yes No
8. Has the vehicle ever been titled as a salvage, junk, rebuilt or lemon buyback vehicle? Yes No
9. Has the vehicle's odometer been repaired, replaced, disconnected or nonfunctional? Yes No
10. Has an airbag in this vehicle ever been deployed or disconnected? Yes No
11. Has the emissions control equipment in the vehicle been replaced, altered or nonfunctional? Yes No
12. When you purchased the vehicle, did you purchase a service contract, auto appearance product, theft deterrent system or other similar product or service? Yes No

If the answer to any of the questions in paragraphs 8-12 is yes, please explain in the Comments section above.

I have answered the above questions to the best of my knowledge. _____
Customer's Signature Date

For Dealership Use Only:

Appraised Value \$ _____

The following items were inspected by _____ on _____:

- | | | | |
|------------------------------------|-------------------------------------|--|---|
| <input type="checkbox"/> Odometer | <input type="checkbox"/> VIN Plate | <input type="checkbox"/> Left Door Frame | <input type="checkbox"/> Under Hood and Trunk |
| <input type="checkbox"/> Glove Box | <input type="checkbox"/> Seat Belts | <input type="checkbox"/> Windshield | <input type="checkbox"/> Lights and Signals |

Additional Comments: _____

LET'S TAKE A TEST DRIVE

- Help the customer select a vehicle.
- Photocopy their drivers license.
- Photocopy their insurance card.
- Put a dealer plate on the vehicle.
- Give the customer the keys.
- Hope nothing bad happens.
- If something does happen, be prepared to fix or

THE TEST DRIVE AGREEMENT

- Allows the dealership to obtain information required by applicable law and pursuant to the dealership's insurance policy.
- Protects dealership's interest in the vehicle.
- States the consumer's obligations.
- States when the vehicle must be returned.
- Safeguards the dealership from liability.
- Limits who may drive the vehicle/requires compliance with applicable law.
- Remember, there are differences between test drive, rental and loaner agreements.

TEST DRIVE AGREEMENT

Dealership Name: _____ Salesperson: _____

Customer Name(s): _____

Street Address: _____

Home Telephone: _____ Work Telephone: _____

Driver's License#: _____ Issuing State: _____ Expiration Date: _____

Insurance Company: _____ Agent: _____ Telephone: _____

Vehicle Year: _____ Make: _____ Model: _____ VIN: _____

I have requested that the Dealership permit me to test drive the above-described vehicle. I understand that the Dealership is permitting me to test drive the vehicle subject to the following terms and conditions:

1. I have a valid driver's license to operate a motor vehicle in this state and I presently have in effect collision and liability insurance that meets or exceeds the minimum state requirements and applies to the vehicle during the time that it is in my possession or under my control.
2. I cannot drive the vehicle more than _____ miles and must return the vehicle to the Dealership by _____ a.m./p.m., or earlier if demanded by the Dealership, in the same condition as I received it. I cannot remove the vehicle from this state or use the vehicle negligently or contrary to law. I will not permit any other person to operate the vehicle, other than those listed in the Comments below.
3. I must immediately report any damage, accident, theft or vandalism involving the vehicle to the police, the Dealership and my insurance company and deliver to the Dealership all notices, pleadings and documents regarding any claim, suit or proceeding related to my use, possession or control of the vehicle. I must also report to the Dealership and pay any parking or other traffic violation fines and penalties arising out of my use, possession or control of the vehicle.
4. I have personally inspected the vehicle and found it free from any visible damage and/or defects, except as otherwise noted in the comments below. I must pay for any loss or damage to the vehicle that occurs while the vehicle is in my possession or control, plus the Dealership's related expenses. In addition, I agree to defend, indemnify and hold harmless the Dealership from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses arising out of my use, possession or control of the vehicle and any breach of my responsibilities as set forth in this Agreement.
5. If I am in breach of this Agreement or fail to return the vehicle to the Dealership as required by this Agreement, I will be required to pay all expenses incurred by the Dealership to have the vehicle returned and the Dealership, or any of its agents or employees, may peacefully retake possession of the vehicle. The Dealership shall not be liable for loss of or damage to any property that I may have left in the vehicle, either before or after its return to the Dealership.

COMMENTS: _____

DATE OUT: _____ **TIME OUT:** _____ **a.m./p.m. ODOMETER READING OUT:** _____

By signing below, I acknowledge that the vehicle is the property of the Dealership and this Agreement is solely for the purpose of allowing me to use the vehicle as permitted by the terms and conditions stated herein.

Customer	Date	Authorized Dealership Representative	Date
----------	------	--------------------------------------	------

For Office Use Only:

Checked In By: _____ On: _____ At: _____ a.m./p.m.

Odometer Reading: _____ Comments: _____

CONSUMER PRIVACY ISSUES

The Gramm-Leach-Bliley Act regulates the privacy practices of “financial institutions”, which is defined broadly enough to include motor vehicle dealerships. Compliance with The Act was mandatory by July 1, 2001. The Act requires three types of notices be given to consumers under certain circumstances:

- (1) An Initial Privacy Notice
- (2) An Annual Privacy Notice
- (3) An Opt-Out Notice

THE PRIVACY POLICY

The Privacy Policy must accurately reflect the dealership's business practices, including:

- Types of information collected and shared with specific examples.
- Types of third parties that may receive the information with specific examples.
- How the Dealership protects the confidentiality and security of the information.
- The right to opt-out of information sharing not otherwise permitted by law.

PRIVACY POLICY

DEALERSHIP NAME: _____ TELEPHONE NUMBER: _____

The protection of your nonpublic personal information is important to our Dealership. It is common for companies like ours to share your nonpublic personal information with affiliated third parties (a company that is related by common ownership or corporate control) and, in some cases, with nonaffiliated third parties. Because we recognize that keeping your nonpublic personal information private is important to you, we would like to take this opportunity to explain our Privacy Policy.

About Our Privacy Policy

Our Privacy Policy applies to those persons who obtain from us financial products or services to be used for personal, family or household purposes. Our goal is to respond to your inquiries and to provide products, services and other information you request. This Privacy Policy explains the types of information we may collect about you and how we protect the nonpublic personal information we collect about you.

The Types Of Information We May Collect About You

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, telephone numbers, e-mail addresses, birth date, social security number, income and employment history.
- Information about your transactions with us or others, such as your account balances and payment histories.
- Information we receive from your consumer credit reports or a consumer reporting agency, such as your credit score and credit history.
- Representations made by you to us, such as your employment history, account balances, payment histories, and your relationships with other persons or entities that you have listed as references.

How We Protect The Nonpublic Personal Information We Collect About You

We do not disclose, nor do we reserve the right to disclose, any nonpublic personal information about our current or former customers to anyone, except as permitted by law. We take our responsibility to protect your nonpublic personal information very seriously. Whenever we collect information about you, we restrict access to your nonpublic personal information to our employees and those third parties who need the information to respond to your inquiries, to provide better customer service, and to provide products, services and other information you have requested from us. We explain the importance of protecting your nonpublic personal information to our employees and take appropriate measures to enforce employee responsibilities regarding our Privacy Policy. We also maintain physical, electronic and procedural safeguards to protect the confidentiality and security of the information we collect. We require any third party who receives information about you from us to agree to keep that information confidential and to use the information only as permitted by law.

We appreciate your business and the opportunity to assist you in understanding our Privacy Policy. We hope that you have found this information to be useful and appreciate the opportunity to continue to serve you in the future. If you have any questions about our privacy policies, please feel free to contact us.

CUSTOMER ACKNOWLEDGEMENT: I (We) acknowledge that I (We) received a copy of this Privacy Policy on the date indicated below.

Customer's Signature

Date

Customer's Signature

Date

THE USA PATRIOT ACT

Signed into law October 26, 2001. Designed to strengthen law enforcement's ability to investigate and penalize money laundering and disrupt terrorist financial networks. Civil and criminal penalties for non-compliance range from between twice the amount of the transaction and not more than \$1 million dollars for any one violation, and may include complete forfeiture of accounts and property involved in the transaction.

PRESIDENTIAL EXECUTIVE ORDER 13224

Effective September 2001, US citizens are prohibited from entering into “any transaction or dealing” with individuals or entities posing a significant risk of committing or supporting terrorist attacks. A blocked persons list has been developed by the Office of Foreign Asset Control. Penalties for noncompliance include fines of up to \$500,000, imprisonment and seizure of assets.

Automotive. Compliance. Technology. Training.

Keith is a leading national authority on business, compliance, sales, F&I and technology issues facing dealers and businesses in the automotive industry. He has 32 years of experience providing compliance, training and technology solutions to the industry.

Contact Me



THE USA PATRIOT ACT

- Section 326 requires verification of identification
- Section 352 requires the establishment of anti-money laundering programs
- Section 365 requires reporting of certain cash transactions

THE FTC SAFEGUARDS RULE

- Designate an employee to coordinate an information security program.
- Identify reasonably foreseeable risks to the security and confidentiality of customer information and assess the sufficiency of current safeguards.
- Assure that contractors/service providers maintain appropriate safeguards and require them by contract to do so.
- Reassess and adjust the program.
- Compliance was mandatory May 23, 2003.
- Penalty \$11,000/day retroactive to 5/23/03.

WARRANTIES: AN OVERVIEW

A warranty is a promise by a manufacturer or seller to stand behind its product. Generally speaking, there are two types of warranties businesses give consumers with the sale of a product: “Implied” warranties and “Express” warranties. There are also two types of implied warranties, “Merchantability” and “Fitness for a Particular Purpose”, and express warranties, “Full” and “Limited”.

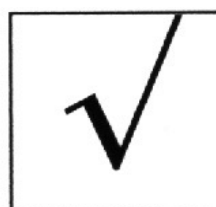
BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VEHICLE MAKE _____ MODEL _____ YEAR _____ VIN NUMBER _____

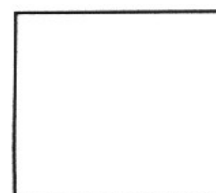
DEALER STOCK NUMBER (Optional) _____

WARRANTIES FOR THIS VEHICLE:



AS IS-NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.



WARRANTY

FULL LIMITED WARRANTY. The dealer will pay 0% of the labor and 0% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

Sold As Is With All Faults

SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price and exclusions. If you buy a service contract within 30 days of the time of sale, state law "implied warranties" may give you more rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

Date _____

Buyer _____

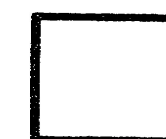
BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VEHICLE MAKE Dodge MODEL Neon YEAR 1996 VIN NUMBER 1C2BA34X5YZ12345

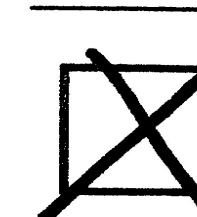
DEALER STOCK NUMBER (Optional) A2222

WARRANTIES FOR THIS VEHICLE:



AS IS-NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.



WARRANTY

FULL LIMITED WARRANTY. The dealer will pay 50% of the labor and 50% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

Engine
Drive Train

DURATION:

3 months or 3000 miles

SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

Pontiac Firebird 2002 2G2FS22K822108757
VEHICLE MAKE MODEL YEAR VIN NUMBER

258412

DEALER STOCK NUMBER (OPTIONAL)



WARRANTIES FOR THIS VEHICLE:

AS IS - NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.

WARRANTY

FULL LIMITED WARRANTY. The dealer will pay _____% of the labor and _____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

DURATION: Whichever is earlier.



SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VEHICLE MAKE MODEL YEAR VIN NUMBER

DEALER STOCK NUMBER (Optional)

WARRANTIES FOR THIS VEHICLE:

AS IS - NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.

WARRANTY

FULL LIMITED WARRANTY. The dealer will pay 100 % of the labor and 100 % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

DURATION:

BALANCE OF
FACTORY WARRANTY

SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

FTC USED CAR BUYERS GUIDE

- Must be posted before vehicle is offered for sale.
- Prominent & conspicuous posting/must be readable.
- May be removed for test drives.
- Buyer receives a copy at the time of sale.
- Wording, type style & size and format are specified.
- 100% black ink on white paper, at least 11 x 7 1/4.
- Colored ink permitted to fill in the blanks.
- Signature line optional, must contain disclosure.

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VEHICLE MAKE _____ MODEL _____ YEAR _____ VIN NUMBER _____
 DEALER STOCK NUMBER (Optional) _____

WARRANTIES FOR THIS VEHICLE:

AS IS-NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.

WARRANTY

FULL LIMITED WARRANTY. The dealer will pay _____% of the labor and _____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

DURATION:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

Below is a list of some major defects that may occur in used motor vehicles.

- Frame & Body**
Frame-cracks, corrective welds, or rusted through
Dogtracks - bent or twisted frame
- Engine**
Oil leakage excluding normal seepage
Cracked block or head
Belts missing or inoperable
Knocks or misses related to camshaft lifters and push rods
Abnormal exhaust discharge
- Transmission & Drive Shaft**
Improper fluid level or leakage, excluding normal seepage
Cracked or damaged case which is visible
Abnormal noise or vibration caused by faulty transmission or drive shaft
Improper shifting or functioning in any gear
Manual clutch slips or chatters
- Differential**
Improper fluid level or leakage excluding normal seepage
Cracked or damaged housing which is visible
Abnormal noise or vibration caused by faulty differential
- Cooling System**
Leakage including radiator
Improperly functioning water pump
- Electrical System**
Battery leakage
Improperly functioning alternator, generator, battery or starter
- Fuel System**
Visible leakage
- Inoperable Accessories**
Gauges or warning devices
Air conditioner
Heater & Defroster
- Brake System**
Failure warning light broken
Pedal not firm under pressure (DOT specs)
Not enough pedal reserve (DOT specs)
Does not stop vehicle in a straight line (DOT specs)
Hoses damaged
Drum or rotor too thin (Mfr. specs)
Lining or pad thickness less than 1/32 inch
Power unit not operating or leaking
Structural or mechanical parts damaged
- Steering System**
Too much free play at steering wheel (DOT specs)
Free play in linkage more than 1/4 inch
Steering gear binds or jams
Front wheel aligned improperly (DOT specs)
Power unit bolts cracked or slipping
Power unit fluid level improper
- Suspension System**
Ball joint seals damaged
Structural parts bent or damaged
Stabilizer bar disconnected
Spring broken
Shock absorber mounting loose
Rubber bushings damaged or missing
Radius rod damaged or missing
Shock absorber leaking or functioning improperly
- Tires**
Tread depth less than 2/32 inch
Sizes mismatched
Visible damage
- Wheels**
Visible cracks, damage or repairs
Mounting bolts loose or missing
- Exhaust System**
Leakage

DEALER _____
 ADDRESS _____
 SEE FOR COMPLAINTS _____

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removal of this label before consumer purchase (except for purpose of test driving) is a violation of federal law (16 C.F.R. 455).

I hereby acknowledge receipt of the Buyers Guide at the closing of this sale.

 Vehicle Buyers Signature Date

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VEHICLE MAKE _____ MODEL _____ YEAR _____ VIN NUMBER _____
 DEALER STOCK NUMBER (Optional) _____

WARRANTIES FOR THIS VEHICLE:

IMPLIED WARRANTIES ONLY

This means that the dealer does not make any specific promises to fix things that need repair when you buy the vehicle or after the time of sale. But, state law "implied warranties" may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.

WARRANTY

FULL LIMITED WARRANTY. The dealer will pay _____% of the labor and _____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

DURATION:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of some major defects that may occur in used motor vehicles.

RECEIVED OF _____ DATE _____

_____ DOLLARS \$ _____

DETAIL	ACCOUNT		NOTE		HOW PAID	
AMOUNT DUE					CASH	
AMOUNT PAID					CHECK	
					CREDIT CARD	
					DRAFT	
BALANCE DUE					MONEY ORDER	

By _____

Thank You

THE DEPOSIT RECEIPT

All deposits should be evidenced by a dated receipt containing the following information:

- Vehicle description (year, make, model & vin)
- Details of the transaction
- Time period the option to purchase is binding
- Whether the deposit is refundable/conditions

DEPOSIT RECEIPT

Vehicle _____ VIN _____

The sum of _____ (\$ _____)

was received from _____ on _____, 20____

as a Deposit Partial Payment for the above-described vehicle. The amount received is is not refundable, subject to the terms and conditions in the Retail Purchase Agreement and the following:

If the box beside "Deposit" is marked, Dealer agrees to hold the vehicle for _____ days.

Received By _____

Receipt No. _____

Amount Received \$ _____

- Cash
 Check _____
 Credit Card
 Money Order

Total Price \$ _____

Trade-In Allowance \$ _____

Additional Costs \$ _____

ABC MOTORS
123 MAIN STREET
ANY TOWN, USA 12345

NAME _____ ADDRESS _____ DATE _____
 CITY _____ STATE _____ ZIP _____ COUNTY _____ PHONE _____
 YEAR _____ MAKE _____ MODEL _____ COLOR _____ MILEAGE _____
 STOCK # _____ SERIAL # _____ MOTOR # _____ KEY# _____

(DESCRIPTION OF TRADE IN)			Odometer mileage is _____	SALE PRICE	
YEAR	MAKE	MODEL	<input type="checkbox"/> Odometer mileage is accurate.	FREIGHT	
SERIAL #	MILEAGE		<input type="checkbox"/> Odometer mileage is not accurate.	DEALER CHARGE	
STOCK #	COLOR:	ACV			
PAYOFF OWED TO			ASSESSOR I ES:		
ADDRESS					
AMOUNT	GOOD 'TIL				
AUTHORIZED BY			PHONE NO.		
I WAIVE ALL PROMOTIONAL GIVEAWAYS (WHETHER IT BE CASH OR MERCHANDISE) OFFERED BY DEALER. I RECOGNIZE THIS VEHICLE IS A MECHANICAL ITEM WHICH MAY BREAKDOWN.					
<input type="checkbox"/> NEW VEHICLE WARRANTY AS OUTLINED BY MANUFACTURER					
<input type="checkbox"/> USED VEHICLE SERVICE POLICY					
<input type="checkbox"/> SOLD AS IS - NO WARRANTY					
<small>CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY The information you see on the window form for this vehicle is part of this contract. Information on the window form contains the warranty provisions for this contract of sale.</small>					
<small>Calculation of figures on this order are subject to correction in the event of a mathematical error or an obvious mistake. Should the Buyer fail or refuse for any reason whatsoever to take delivery of this vehicle, the dealer shall be permitted to retain any down payment as liquidated damages.</small>					
ACCOUNTING BLOCK			TOTAL VEHICLE & ACCESSORIES		
STORE # _____	URL # _____	DATE _____	TRADE-IN ALLOWANCE		
SALES ACCT. # _____	VEH. CST. _____		CASH DIFFERENCE		
TAX _____	FEES _____		FILING SERVICE		
CASH _____	PAYOFF _____		TOTAL		
Dealer hereby disclaims all warranties, expressed or implied, including any implied warranties of merchantability and fitness for a particular purpose and does not authorize anyone whatsoever to alter this warranty disclaimer. Any warranties from a manufacturer or other third party are theirs, not dealer's, and only they are liable for performance.			SALES TAX _____		
			EXTENDED SERVICE POLICY		
			TITLE, TEMPORARY TAG &/OR LICENSE PLATES		
			TRADE PAYOFF		
			GRAND TOTAL		
RECEIPT # _____ DATE _____			PARTIAL PAYMENT		
RECEIPT # _____ DATE _____			PARTIAL PAYMENT		
RECEIPT # _____ DATE _____			CASH DUE ON DELIVERY		
LEIN HOLDER			BALANCE TO FINANCE		

This contract is not assignable and not cancelable and all the terms and conditions of this sale are contained on this side and the reverse side of this order. Purchaser agrees to give notice of any breach of any expressed or implied warranty applicable to this vehicle, or of any other claim for liability arising out of this transaction, within twenty days from the time purchaser discovers, or should have discovered, the grounds for said breach or claim. Failure to give notice within said time period shall bar purchaser from recovering any recovery as a result of said claim or breach. Purchaser understands that any statement or promise which was made but not reduced to writing herein is hereby waived and will not be recognized. Purchaser states they have read, understand and agree to all of the provisions on both sides of this buyer's order and that they are of legal age. In the event of any dispute concerning this transaction, dealer reserves the right to select the court whereby an action may be filed, and customer agrees to indemnify dealer and hold it harmless from any liability whatsoever in connection with the sale of this vehicle.

WE LIKE TO KNOW

REFERRAL _____
 T.V. RADIO NEWSPAPER FRIEND

PURCHASER: _____
FIRST M.I. LAST
 SALESMAN: # _____ NAME _____
 DEALER: _____

THIS ORDER IS NOT BINDING UNTIL ACCEPTED BY A MANAGER

IF YOU DON'T REVIEW YOUR FORMS, SOMEONE ELSE WILL!

123 MAIN STREET
ANY TOWN, USA 12345

INTEGRATED DOCUMENTS? **MATERIAL STATEMENTS?**

NAME _____ ADDRESS _____ DATE _____
 CITY _____ STATE _____ ZIP _____ COUNTY _____ PHONE _____
 YEAR _____ MAKE _____ MODEL _____ COLOR _____ MILEAGE _____
 STOCK # _____ SERIAL # _____ MOTOR # _____ KEY# _____

(DESCRIPTION OF TRADE IN)			Odometer mileage is	SALE PRICE
YEAR	MAKE	MODEL	<input type="checkbox"/> Odometer mileage is accurate.	FREIGHT
SERIAL #	MILEAGE		<input type="checkbox"/> Odometer mileage is not accurate.	DEALER CHARGE
STOCK #	COLOR:	ACV		
PAYOFF OWED TO			ASSESSOR I ES:	
ADDRESS				
AMOUNT			GOOD 'TIL	
AUTHORIZED BY			PHONE NO.	
I WAIVE ALL PROMOTIONAL GIVEAWAYS (WHETHER IT BE CASH OR MERCHANDISE) OFFERED BY DEALER. I RECOGNIZE THIS VEHICLE IS A MECHANICAL ITEM WHICH MAY BREAKDOWN.				
<input type="checkbox"/> NEW VEHICLE WARRANTY AS OUTLINED BY MANUFACTURER <input type="checkbox"/> USED VEHICLE SERVICE POLICY <input checked="" type="checkbox"/> SOLD AS IS - NO WARRANTY				
CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY The information you see on the window form for this vehicle is part of this contract. Information on the window form contains the warranty provisions for this contract of sale.			TOTAL VEHICLE & ACCESSORIES	
Calculation of figures on this order are subject to correction in the event of a mathematical error or an obvious mistake. Should the Buyer fail or refuse for any reason whatsoever to take delivery of this vehicle, the dealer shall be permitted to retain any down payment as liquidated damages.			TRADE-IN ALLOWANCE	
ACCOUNTING BLOCK			CASH DIFFERENCE	
STORE # _____ URL # _____ DATE _____			FILING SERVICE	
SALES ACCT. # _____ VEH. CST. _____			TOTAL	
TAX _____ FEES _____			SALES TAX _____	
CASH _____ PAYOFF _____			EXTENDED SERVICE POLICY	
Dealer hereby disclaims all warranties, expressed or implied, including any implied warranties of merchantability and fitness for a particular purpose and does not authorize anyone whatsoever to alter this warranty disclaimer. Any warranties from a manufacturer or other third party are theirs, not dealer's, and only they are liable for performance.			TITLE, TEMPORARY TAG &/OR LICENSE PLATES	
			TRADE PAYOFF	
			GRAND TOTAL	
			RECEIPT # _____ DATE _____	PARTIAL PAYMENT
			RECEIPT # _____ DATE _____	PARTIAL PAYMENT
			RECEIPT # _____ DATE _____	CASH DUE ON DELIVERY
			LEIN HOLDER	BALANCE TO FINANCE

This contract is not assignable and not cancelable and all the terms and conditions of this sale are contained on this side and the reverse side of this order. Purchaser agrees to give notice of any breach of any expressed or implied warranty applicable to this vehicle, or of any other claim for liability arising out of this transaction, within twenty days from the time purchaser discovers, or should have discovered, the grounds for said breach or claim. Failure to give notice within said time period shall bar purchaser from recovering any recovery as a result of said claim or breach. Purchaser understands that any statement or promise which was made but not reduced to writing herein is hereby waived and will not be recognized. Purchaser states they have read, understand and agree to all of the provisions on both sides of this buyer's order and that they are of legal age. In the event of any dispute concerning this transaction, dealer reserves the right to select the court whereby an action may be filed, and customer agrees to indemnify dealer and hold it harmless from any liability whatsoever in connection with the sale of this vehicle.

WE LIKE TO KNOW
 REFERRAL T.V. RADIO NEWSPAPER FRIEND

PURCHASER: FIRST _____ M.I. _____ LAST _____
 SALESMAN: # _____ NAME _____
 DEALER: _____

THIS ORDER IS NOT BINDING UNTIL ACCEPTED BY A MANAGER

Additional Terms and Conditions

1. This vehicle shall be delivered on the date specified or as soon thereafter as practicable subject to delays on account of fires, strikes, riots or wars. Dealer is not liable for any inability to deliver due to circumstances beyond dealer's control.
2. The buyer hereby guarantees that all statements made by him in this order and any statement concerning credit information signed at the time of signing this order are true, correct and complete. If the buyer fails to perform all the terms and conditions of this order, the dealer, at its option, may terminate this agreement.
3. The buyer, before, during or after delivery of the vehicle covered by this order, will execute any and all forms of agreement or documents which Dealer requests.
4. If a trade-in vehicle is involved in this purchase, it is agreed that in the event this order is canceled for any reason whatsoever, Dealer will have the right to sell the trade-in vehicle and agrees to pay the buyer the proceeds of such sale less a selling commission of fifteen percent (15%) and less any expense incurred by the dealer in storing, conditioning and advertising the said vehicle for sale.
5. It is expressly agreed that the purchaser acquires no right, title or interest in the vehicle being purchased herein until such property is delivered to him and either the full purchase price is paid in cash or a satisfactory deferred payment agreement is executed by the parties hereto. It is understood that the selling price may include an overallowance on the trade-in vehicle.
6. The buyer hereby agrees that he has verified the description of the motor vehicle to his own satisfaction and that it is the motor vehicle he desires to purchase, regardless of the extent to which such motor vehicle has been used or regardless of whether the description contained in this order is correct or not. There is no warranty or representation as to the correctness of the description used including the model year, make, or options of the vehicle being purchased.
7. Verbal promises by salesmen are not valid. Any promises not herein specified in writing and approved by the dealer are hereby expressly waived by the buyer.
8. The buyer agrees to deliver the original bill of sale and the title to any used motor vehicle traded herein along with the delivery of such motor vehicle, and the buyer warrants such used motor vehicle to be his property, free and clear of all liens and encumbrances, except as otherwise noted herein. Buyer also guarantees the model year is as stated on the front of this order.
9. In the case of a trade-in, the milage showing on my old car's odometer is the true and actual mileage. I further represent to the dealer that the emissions control system on the trade-in has not been removed or altered in any manner.

RETAIL PURCHASE AGREEMENT

State Motor Vehicle Codes require every retail sale of a motor vehicle to be preceded by a written contract that contains all of the agreements of the parties.

State UDAP Statutes have declared it to be an unfair and deceptive act or practice for a motor vehicle dealer to fail to integrate into any written sales contract, all material statements, oral or written, made prior to obtaining the customer's signature on the written contract.

PURCHASE AGREEMENT ISSUES

- Complete vehicle description
- Documentary & dealer service fees
- Integration of material statements
- Warranty statement & disclaimer language
- Dealer obligations, rights & remedies
- Customer obligations, rights & remedies
- Inclusion of various required disclosures
- Integration of Buyers Guide information
- Lack of consistency with other documents
- Wording, type size & style, document layout

RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): _____ Date: _____

Address: _____ County: _____

Home Telephone: _____ Work Telephone: _____ DOB: _____

Social Security#: _____ State I.D.# _____ Issuing State: _____ Exp. Date: _____

The above information has been requested so that we may verify your identity in accordance with the USA Patriot Act. By signing below, you represent that you are at least 18 years of age, have authority to enter into this Agreement for the purchase of the Vehicle described below, and agree to the terms and conditions set forth in this Agreement. The front and back of this Agreement and any documents incorporated herein by reference comprise the entire agreement affecting this purchase. No other agreement or understanding of any nature has been made or will be recognized. The Odometer Reading for the Vehicle you are purchasing from us is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR	MAKE	MODEL	COLOR	STOCK NO.
SERIAL NO.		ODOMETER READING <input type="checkbox"/> Not Accurate	PRIOR USE DISCLOSURE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER	
WARRANTY STATEMENT			CASH PRICE OF VEHICLE	
<p>WE ARE SELLING THIS VEHICLE TO YOU AS-IS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE INDICATED BELOW. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN OUR DEALERSHIP ARE THEIRS, NOT OURS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. WE NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR US ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED GOODS AND SERVICES.</p> <p>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.</p> <p><input type="checkbox"/> USED VEHICLE LIMITED WARRANTY APPLIES. We are providing the attached Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties are limited in duration to the term of the Used Vehicle Limited Warranty.</p>				
TRADE-IN VEHICLE INFORMATION				
Year:	Make:	Model:	Color:	DOCUMENTARY SERVICE CHARGE
Serial No:		Odometer Reading: <input type="checkbox"/> Not Accurate		SELLING PRICE OF VEHICLE
Trade-In Allowance:		Balance Owed & Lienholder:		NET TRADE-IN ALLOWANCE
<p>PARTIAL PAYMENT: We hereby acknowledge receipt of the sum of \$_____ from you as Partial Payment for the Vehicle described above. This Partial Payment is not refundable, except as set forth in this Agreement.</p>		<p>NEGATIVE EQUITY: You are aware that the balance owed on your trade-in vehicle exceeds the trade-in allowance from us and, as a result, you have requested that the cash price of the vehicle be increased by \$_____.</p>		SALES TAX @ _____ %
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS			TITLE AND FILING FEES	
			TOTAL DUE	
			PARTIAL PAYMENT	
			UNPAID BALANCE DUE	
			AMOUNT TO BE FINANCED	

I have read the terms and conditions of this Agreement, including the terms and conditions that appear on the reverse side, and agree to them the same as if they were printed above my signature. This Agreement shall not become binding until accepted by an Authorized Representative of the Dealership.

I hereby accept and acknowledge receipt of a copy of this Agreement.

Accepted by: _____

Purchaser

Authorized Dealership Representative

Purchaser

ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER

Terms Used in This Agreement: This Retail Purchase Agreement contains the following words and phrases that appear throughout and have particular meanings:

- **Agreement** - Means this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or the document itself.
- **You, Your** - Means the Purchaser(s) as shown on this Agreement who is initiating this transaction.
- **We, Us, Our** - Means the Dealership that is identified on the front side of this Agreement and its Authorized Representatives.
- **Vehicle** - Means the vehicle described on the front of this Agreement that you are purchasing from us.
- **Trade-In Vehicle**-Means the vehicle you are delivering to us as part of this transaction to reduce the Selling Price of the Vehicle you are purchasing.

Remedies Upon Cancellation for Our Failure to Deliver: You agree that we are not be liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any partial payment) if the Vehicle is not delivered to you as specified on the front side of this Agreement. If you have delivered a trade-in vehicle to us, the trade-in vehicle shall be returned to you, provided that you shall be responsible for paying to us any negative equity adjustment disclosed on the front side of this Agreement. If we have sold the trade-in vehicle prior to your cancellation, you will be paid the agreed upon trade-in allowance, less any negative equity adjustment, as reflected on the front side of this Agreement.

Our Appraisal of Your Trade-In Vehicle: If you are delivering a trade-in vehicle to us in connection with this purchase transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your trade-in vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the trade-in in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any partial payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

Trade-In Vehicle Payoff: If you are delivering a trade-in vehicle as part of the purchase price and the actual amount of the balance owed on the trade-in vehicle is greater than the amount of the balance owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the balance owed is less than the amount listed, we will pay the difference to you.

Your Representations Regarding the Trade-In Vehicle: Any trade-in vehicle delivered by you to us in connection with this transaction shall be accompanied by documents sufficient to enable us to obtain a title to the trade-in vehicle in accordance with applicable state law. You warrant that the trade-in vehicle delivered to us is properly titled to you, has never been titled a salvage, junk, rebuilt or lemon buyback vehicle, that you have the right to sell or otherwise convey such vehicle, that such vehicle is free and clear of liens or encumbrances, except as may be noted on the front side of this Agreement, that all emission control equipment is on the vehicle and in satisfactory working order, and that the odometer reading shown is accurate unless you tell us otherwise.

Your Failure to Perform Obligations: In the event of any failure by you to perform your obligations under this Agreement, including but not limited to, any failure to take delivery of or to pay the agreed upon price for the Vehicle, we shall be permitted to retain an amount equal to any actual damages we incur due to your default. If you have delivered a trade-in vehicle to us as part of this transaction, we may return the trade-in vehicle to you if we have not already sold it. If we have already sold the trade-in vehicle, we will refund the agreed upon trade-in allowance, less any negative equity adjustment as reflected on the front side of this Agreement and any reasonable expenses incurred by us in connection with preparing or reconditioning the trade-in vehicle for sale.

Unavailability of Credit Life or Credit Disability Insurance: The purchase of credit life and credit disability insurance is not mandatory. Your inability to secure such insurance does not relieve you from your obligation to purchase the Vehicle described in this Agreement. In the event this Agreement includes a charge for credit life or credit disability insurance for which you must complete an application for coverage, and for any reason such insurance cannot be provided, you will receive a credit for the amount charged. If the cost of the insurance was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe.

Agreement to Sign Other Documents: You agree to sign any and all documents necessary to complete the terms of this transaction.

THINK YOU SELL CARS OVER THE INTERNET? - THINK AGAIN!

- Dealership licensing issues
- Selling at the dealership location
- Jurisdictional issues
- Paperwork for the transaction
- Lender Agreement issues

MAGNUSON-MOSS WARRANTY ACT WRITTEN WARRANTY REQUIREMENTS

The Magnuson-Moss Warranty Act covers written warranties and requires manufacturers and sellers of consumer products to provide consumers with detailed information about the warranty coverage for those products. The Act requires the written warranty to disclose specific information, clearly and conspicuously in a single document, using simple and readily understood language.

MAGNUSON MOSS WARRANTY ACT

WRITTEN WARRANTY REQUIREMENTS

- Who can enforce the warranty
- What is covered by the warranty
- What the warrantor will do if there is a defect
- Time period of the warranty duration
- Explanation of how to obtain warranty repairs
- Listing of any customer obligations
- Any limitation on implied warranties
- Exclusion/limitation of consequential damages
- Purchaser's legal rights

USED VEHICLE LIMITED WARRANTY

Dealership Name: _____ Telephone: _____

Customer Name(s): _____

Covered Vehicle Year: _____ Make: _____ Model: _____ VIN: _____

Effective Date: _____ Odometer Reading: _____ Miles Term: _____ Days or _____ Miles

Who is Covered? The Dealership offers this Limited Warranty to you, the Customer(s) listed above, and it cannot be transferred to any other person. Only you, and any person who is entitled under applicable state law, may enforce the obligations of this Limited Warranty. In addition, to be eligible for this Limited Warranty, your vehicle must be purchased and used for personal, family and household purposes. Any vehicle purchased and/or used for purposes such as towing, taxi or limousine service, delivery, hire, on or off road competition, or engaging in a contest of speed or endurance of any type, is not eligible for this Limited Warranty.

How Long Does the Coverage Last? This Limited Warranty covers your vehicle for a period of _____ Days from the Effective Date, or _____ Miles beyond the Odometer Reading listed above, whichever occurs first.

What is Covered? The Dealership will pay for _____ % of the total cost of the parts and labor necessary to repair or replace the Covered Items listed below, less a deductible of \$ _____ which you are required to pay, if the defect or malfunction in the Covered Part is caused by a mechanical breakdown or failure under normal service (the inability of any covered part to perform its designed function):

What is Not Covered? Any Item(s) not listed under "What is Covered?" or which is covered by a manufacturer's warranty or recall is excluded from coverage under this Limited Warranty. Any defect or malfunction resulting from any of the following is also excluded from coverage: The failure to perform maintenance in accordance with the manufacturer's recommendations; the lack of appropriate fluid levels (e.g., oil, water, transmission fluid); continued operation of the vehicle after the occurrence of a mechanical breakdown or warning light notice; the failure of a non-covered part; modification of the vehicle from or operation of the vehicle in a manner that is not in conformance with the manufacturer's specifications or intended use; an accident or collision; improper or contaminated fuel; misuse, abuse, tampering, negligence, theft, vandalism, or acts of nature or God.

How Do You Make a Limited Warranty Claim? During the term of this Limited Warranty, you must notify the Dealership at the telephone number listed above of any failure, malfunction or defect of any covered Item(s). You must then deliver the vehicle to the Dealership or a vendor the Dealership selects for you within _____ days of your notice to Dealership, unless the Dealership agrees otherwise. You must authorize in writing all repair work to be performed under this Limited Warranty. The Dealership will not reimburse you for any covered services or repairs that are not performed by the Dealership, unless you received advance written authorization to have the services/repairs performed elsewhere and are able to provide the Dealership with written receipts. The Dealership reserves the right to inspect the vehicle both prior to and after a service/repair is performed pursuant to a claim under this Limited Warranty.

What is The Dealership Obligated To Do? The Dealership will repair any covered Item(s) upon your written authorization and subject to the provisions of this Limited Warranty. The Dealership may, at its sole discretion, use used or remanufactured parts. The timeliness of the service or repair may be affected by the availability of replacement parts. Upon re-delivery of the vehicle to you, you must pay for any expenses, plus applicable taxes, that the Dealership is not obligated to provide or pay for under this Limited Warranty.

Are There Any Limitations Or Exclusions? ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY LIMITED TO THE SAME DURATION OF TIME AS THE EXPRESS WRITTEN LIMITED WARRANTY STATED HEREIN. YOU ARE NOT ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

How Does State Law Apply? Some states do not allow limitations on how long an implied warranty lasts, or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

Please read this Limited Warranty very carefully to ensure that you understand its terms and conditions. By signing below, you are agreeing that you received a copy of this Limited Warranty, that you read it, and that you understand the terms and conditions stated herein.

Customer Date

Authorized Dealership Representative Date

Customer Date

DELIVERY TERMS AND CONDITIONS

It is further understood and agreed that these Delivery Terms and Conditions are attached to and form a part of the Purchase Agreement between ABC motors (seller) and the Buyer for the following described motor vehicle:

Year _____ Make _____ Serial Number _____

In the event the financial institution chosen by Seller does not accept Seller's assignment of Buyer's Conditional Sales Agreement within five days of the date of this Order, or in the event Seller in its sole discretion deems it to have been furnished with any faulty, inaccurate or false information of any kind (verbal or written) by Buyer relating to this transaction, Buyer will promptly return the above described vehicle to Seller.

Buyer authorizes Seller to take whatever action Seller deems necessary to restore possession of the vehicle to Seller and Buyer agrees to pay all losses, costs, expenses and damages arising out of Buyer's possession of the vehicle including but not limited to attorney's fees where an attorney's services are secured by Seller to restore possession of the vehicle.

I/We have read the Supplemental Terms and Conditions set forth herein and agree to them as part of the Order for the above described motor vehicle and acknowledge receipt of a copy of the Supplemental Terms and Conditions.

Dated this _____ day of _____ 19 _____.

Witness:

_____ Buyer _____

_____ Buyer _____

SPOT DELIVERY AGREEMENTS

State UDAP statutes generally require any delivery of a motor vehicle which is contingent on financing approval to be reflected in a written agreement. This agreement must also be integrated into the Retail Purchase/Lease Agreement for the transaction.

**THIS IS A
SPOT
DELIVERY**

X _____ DATE _____

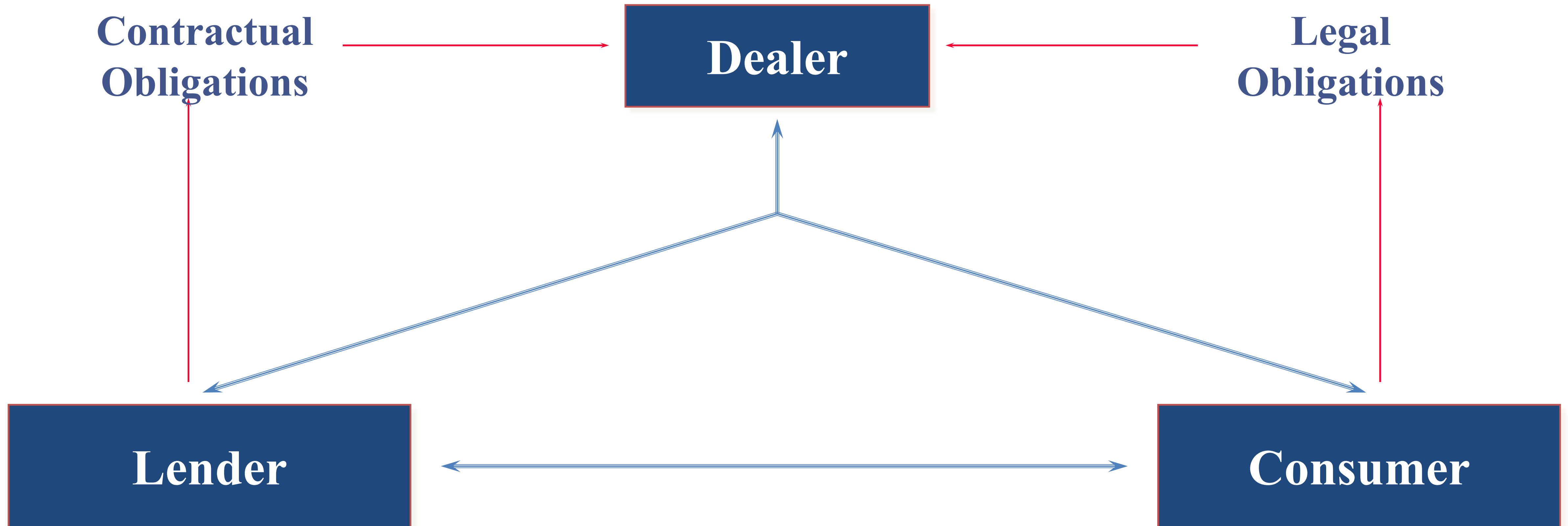
PENDING APPROVED CREDIT

* PENDING CORRECT DOCUMENTATION

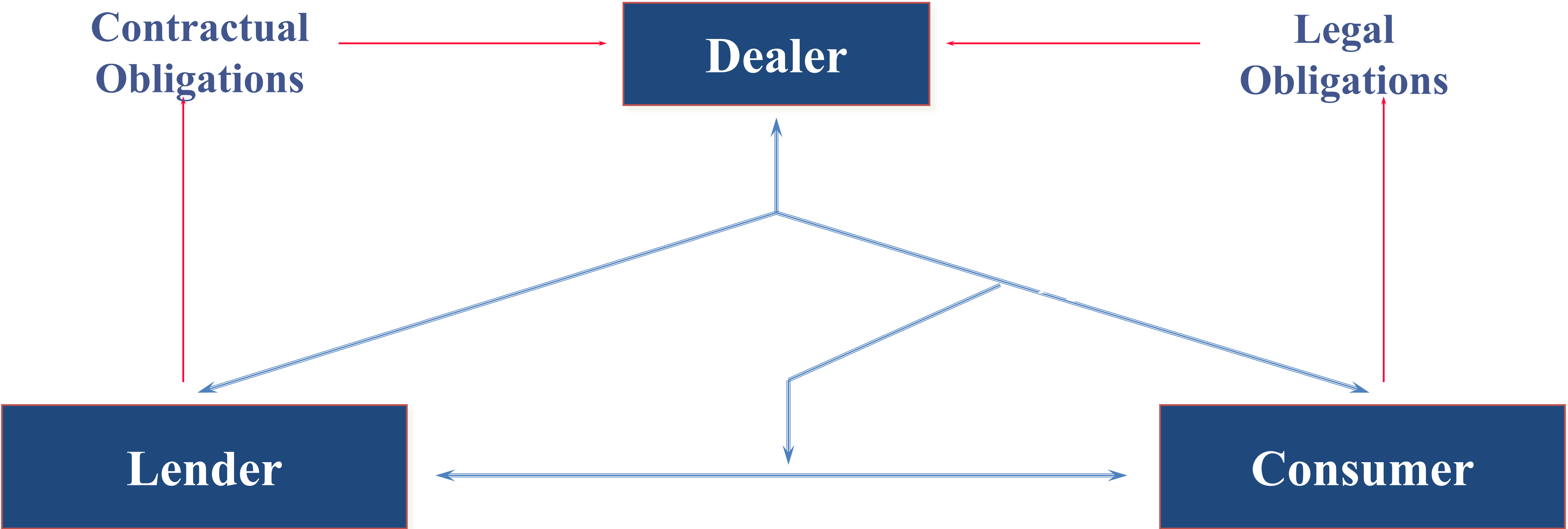
SPOT DELIVERY AGREEMENTS

- Must be in writing and properly integrated into the appropriate documents
- Consider the differences in how purchase and lease transactions are structured
- A “traditional” spot delivery is contingent upon financing approval
- A “subprime” spot delivery is contingent upon finding a third party who will accept the assignment of the retail installment contract
- A “buy here - pay here” spot delivery is contingent on the customer satisfying any stipulations that exist

TRADITIONAL FINANCING SCENARIO



SUBPRIME FINANCING SCENARIO



**Contractual
Obligations**

Dealer

**Legal
Obligations**

Lender

Consumer

Lender Rights

Bankruptcy Trustee

Mechanical Failure Protection Plan

WAIVER

I have been advised and understand that in the event of a mechanical failure to my vehicle, a Mechanical Failure Protection Plan would pay for the cost of the repair in accordance with the terms of the mechanical failure service contract that I have been offered. Notwithstanding, I hereby decline and waive the right to purchase such coverage for my vehicle.

Customer Signature

Date

Salesperson Signature

Date

GENERATING F&I INCOME

- Financing the transaction
- Service contracts
- Auto appearance products
- Window etch-theft deterrent products
- GAP products
- Credit insurance
- Other related products & services

NAAG RESOLUTION STATES PAYMENT PACKING POSITION

“It is a deceptive practice of misrepresenting monthly payments to consumers during auto sales and lease negotiations in order to facilitate the sale of automobile-related products and services” .

“Some automobile dealers use “packed” payment schemes and inadequate disclosure to deceive consumers into believing that services such as credit insurance, automobile service contracts, chemical protection, and security devices are included or provided “free” in the purchase or lease contract or are discounted or that such products and services are not optional when financing a vehicle.”

DEALERSHIP BENEFITS FROM MENU-SELLING F&I PRODUCTS

- The 100% Rule: All of the products, are presented to all of the people, all of the time
- Improved F&I profitability
- Consistency in the F&I presentation
- Assurance all customers receive information

AREAS OF CAUTION WHEN MENU-SELLING F&I PRODUCTS

- Watch the menu layout
- Labels and terminology used
- F&I presentation & menu must be consistent
- F&I menu & paperwork must be consistent
- Contents of product promotional materials
- Customer Signatures
- Will not cure paperwork problems

Full Disclosure Waiver Form

The following products have been offered to me. I have received proper documentation and purchased those products marked "Y"

- ___ 1. Credit Life
- ___ 2. Credit Health
- ___ 3. Safeguard
- ___ 4. Maintenance Care
- ___ 5. Extended Service
- ___ 6. Wear Care
- ___ 7. Rental Care
- ___ 8. Guaranteed Asset Protection

Signature

date

Witness

date

SPOT DELIVERY AGREEMENT

Dealership Name: _____ Date: _____

Customer Name(s): _____

Street Address: _____

Home Telephone: _____ Work Telephone: _____

Vehicle Description: _____
Year Make Model Vehicle Identification Number (VIN)

Although I have been permitted to take delivery of the above-described vehicle, I understand that financing for the purchase of the vehicle has not been finalized. This is known as a "Spot Delivery". The Dealership and I intend that financing for my purchase of the vehicle will be obtained directly from a third party or that the Retail Installment Contract I signed to complete the transaction will be assigned to a third party. I understand that this Spot Delivery Agreement is for the purpose of allowing me to take delivery of the vehicle, subject to the following terms and conditions, until a final decision regarding my request for financing is made:

1. I must have a valid driver's license to operate the vehicle and maintain full insurance coverage on the vehicle. I may not permit anyone who does not have a valid driver's license and insurance to operate the vehicle.
2. In the event that financing is not obtained from a third party for my purchase of this vehicle or the Dealership is unable to assign the Retail Installment Contract to a third party within _____ days, I will immediately return the vehicle to the Dealership upon request or I may pay the Dealership the balance due as reflected in the Retail Purchase Agreement.
3. In the event that I am required to return the vehicle to the Dealership, I will return the vehicle in the same condition it was in when it left the Dealership. Upon my return of the vehicle to the Dealership, the Dealership will refund any payments I have made toward the vehicle purchase price. If I have delivered a Trade-In Vehicle to the Dealership in connection with this transaction, the Dealership will return it to me if it has not already been sold. If the Trade-In Vehicle has been sold, the Dealership will pay to me the agreed upon Trade-In Allowance as set forth in the Retail Purchase Agreement. I understand that I am responsible for paying the cost of repairing any damage that occurred to the vehicle arising out of my use, possession and control of the vehicle. I will pay any amounts I owe the Dealership pursuant to this Agreement and/or the Retail Purchase Agreement upon my return of the vehicle to the Dealership.
4. If I am in breach of this Agreement or fail to return the vehicle to the Dealership as required by this Agreement, I will be required to pay all expenses incurred by the Dealership to have the vehicle returned and the Dealership, or any of its agents or employees, may peacefully retake possession of the vehicle.
5. I will defend, indemnify and hold harmless the Dealership from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses arising out of my use, possession and control of the vehicle and/or any breach of my responsibilities as set forth in this Agreement.

By signing below, I acknowledge that I have read this Spot Delivery Agreement and I fully understand and agree to be bound by the terms and conditions set forth herein. This Spot Delivery Agreement is incorporated by reference into the Retail Purchase Agreement.

Customer _____ Date _____ Authorized Dealership Representative _____ Date _____

Customer _____ Date _____

LEASE SPOT DELIVERY AGREEMENT

Dealership Name: _____ Salesperson: _____

Customer Name(s): _____

Street Address: _____

Home Telephone: _____ Work Telephone: _____

Vehicle Description: _____
Year Make Model Vehicle Identification Number (VIN)

Although I have been permitted to take possession of the above-described vehicle, I understand that financing for the lease of the vehicle has not been finalized. This is known as a "Spot Delivery". The Dealer and I intend that financing for my lease of the vehicle will be obtained directly from a third party or that the Lease Contract signed to complete the transaction will be assigned to a third party lessor. I understand that this Lease Spot Delivery Agreement is for the purpose of allowing me to take possession of the vehicle, subject to the following terms and conditions, until a final decision regarding my request for financing is made:

1. I must have a valid driver's license to operate the vehicle and maintain full insurance coverage on the vehicle, and I may not permit anyone who does not have a valid driver's license to operate the vehicle.
2. In the event that financing is not obtained from a third party for my lease of this vehicle or the Dealership is unable to assign the Lease Contract to a third party within _____ days, I will immediately return the vehicle to the Dealership upon request.
3. In the event that I am required to return the vehicle to the Dealership, I will return the vehicle in the same condition it was in when it left the Dealership. Upon my return of the vehicle to the Dealership, the Dealership will refund any payments made by me. If I have delivered a Trade-In Vehicle to the Dealership in connection with this transaction, the Dealership will return it to me if it has not already been sold. If the Trade-In Vehicle has been sold, the Dealership will pay to me the agreed upon Trade-In Allowance as set forth in the Retail Lease Agreement. I understand that I am responsible for paying the cost of repairing any damage that occurred to the vehicle arising out of my use, possession and control of the vehicle. I will pay any amounts I owe the Dealership pursuant to this Agreement and/or the Retail Lease Agreement upon my return of the vehicle to the Dealership.
4. If I am in breach of this Agreement or fail to return the vehicle to the Dealership as required by this Agreement, I will be required to pay all expenses incurred by the Dealership to have the vehicle returned and the Dealership, or any of its agents or employees, may peacefully retake possession of the vehicle.
5. I will defend, indemnify and hold harmless the Dealership from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses arising out of my use, possession and control of the vehicle and/or any breach of my responsibilities as set forth in this Agreement.

By signing below, I acknowledge that I have read this Lease Spot Delivery Agreement and I fully understand and agree to be bound by the terms and conditions set forth herein. This Lease Spot Delivery Agreement is incorporated by reference into the Retail Lease Agreement.

Customer _____ Date _____ Authorized Dealership Representative _____ Date _____

Customer _____ Date _____

Attachment 9

NEW VEHICLE OPTIONS

Date: _____

Guest Name: _____

SALES PRICE: 20200
 CASH DOWN: 2000 Rebate
 TRADE ALLOW: _____
 TRADE PAYOFF: 0

Balance: _____
 Rate: 5.9%

BUSINESS MGR: _____

BASE PAYMENT
 PAYMENTS OF 398.39 GAP ONLY
60
72 341.36

\$22,656*

Preferred	Value	Basic	Economy
<p>Comprehensive Mechanical And Electrical Breakdown Coverage On Parts And Labor For 84 months or 100,000 miles</p> <ul style="list-style-type: none"> * RENTAL CAR COVERAGE * TRAVEL BREAKDOWN COVERAGE * TOWING COVERAGE <p>Road Hazard Tire/Wheel Coverage</p> <ul style="list-style-type: none"> * 3 YRS./UNLIMITED MILEAGE COVERS ANY ROAD HAZARD ON ROAD SURFACE PLUS DEBRIS COVERS REPAIR OR REPLACEMENT UP TO ALL 4 TIRES AND WHEELS <p>Total Loss Protection</p> <ul style="list-style-type: none"> * IF THEFT OR TOTAL LOSS, PAYS DIFFERENCE BETWEEN ACTUAL CASH VALUE AND THE LOAN BALANCE <p>Credit Life Insurance</p> <ul style="list-style-type: none"> * COVERAGE CAN PROVIDE CLEAR TITLE TO BENEFICIARY UPON INSURED'S DEATH <p>Disability Insurance</p> <ul style="list-style-type: none"> * COVERAGE CAN PROVIDE FOR MONTHLY PAYMENT WHEN ILL OR INJURED <p><input type="checkbox"/> Etch</p> <ul style="list-style-type: none"> * THEFT DETERRENT SYSTEM 	<p>Comprehensive Mechanical And Electrical Breakdown Coverage On Parts And Labor For 72 months or 100,000 miles</p> <ul style="list-style-type: none"> * RENTAL CAR COVERAGE * TRAVEL BREAKDOWN COVERAGE * TOWING COVERAGE <p>Road Hazard Tire/Wheel Coverage</p> <ul style="list-style-type: none"> * 3 YRS./UNLIMITED MILEAGE COVERS ANY ROAD HAZARD ON ROAD SURFACE PLUS DEBRIS COVERS REPAIR OR REPLACEMENT UP TO ALL 4 TIRES AND WHEELS <p>Total Loss Protection</p> <ul style="list-style-type: none"> * IF THEFT OR TOTAL LOSS, PAYS DIFFERENCE BETWEEN ACTUAL CASH VALUE AND THE LOAN BALANCE <p>Credit Life Insurance</p> <ul style="list-style-type: none"> * COVERAGE CAN PROVIDE CLEAR TITLE TO BENEFICIARY UPON INSURED'S DEATH <p>OR</p> <p>Disability Insurance</p> <ul style="list-style-type: none"> * COVERAGE CAN PROVIDE FOR MONTHLY PAYMENT WHEN ILL OR INJURED <p><input type="checkbox"/> Etch</p> <ul style="list-style-type: none"> * THEFT DETERRENT SYSTEM 	<p>Comprehensive Mechanical And Electrical Breakdown Coverage On Parts And Labor For 72 months or 72,000 miles</p> <ul style="list-style-type: none"> * RENTAL CAR COVERAGE * TRAVEL BREAKDOWN COVERAGE * TOWING COVERAGE <p><i>includes turbo</i></p> <p>Road Hazard Tire/Wheel Coverage</p> <ul style="list-style-type: none"> * 3 YRS./UNLIMITED MILEAGE COVERS ANY ROAD HAZARD ON ROAD SURFACE PLUS DEBRIS COVERS REPAIR OR REPLACEMENT UP TO ALL 4 TIRES AND WHEELS <p>Total Loss Protection</p> <ul style="list-style-type: none"> * IF THEFT OR TOTAL LOSS, PAYS DIFFERENCE BETWEEN ACTUAL CASH VALUE AND THE LOAN BALANCE <p>_____</p> <ul style="list-style-type: none"> * THEFT DETERRENT SYSTEM 	<p>Comprehensive Mechanical And Electrical Breakdown Coverage On Parts And Labor For 60 months or 75,000 miles</p> <ul style="list-style-type: none"> * RENTAL CAR COVERAGE * TRAVEL BREAKDOWN COVERAGE * TOWING COVERAGE <p>Road Hazard Tire/Wheel Coverage</p> <ul style="list-style-type: none"> * 3 YRS./UNLIMITED MILEAGE COVERS ANY ROAD HAZARD ON ROAD SURFACE PLUS DEBRIS COVERS REPAIR OR REPLACEMENT UP TO ALL 4 TIRES AND WHEELS <p>Total Loss Protection</p> <ul style="list-style-type: none"> * IF THEFT OR TOTAL LOSS, PAYS DIFFERENCE BETWEEN ACTUAL CASH VALUE AND THE LOAN BALANCE
<p><u>72</u> payments of \$ <u>415.91</u> _____ payments of \$ _____</p>	<p><u>72</u> payments of \$ <u>390.33</u> _____ payments of \$ _____</p>	<p><u>72</u> payments of \$ <u>363.76</u> _____ payments of \$ _____</p>	<p><u>72</u> payments of \$ <u>344.67</u> _____ payments of \$ _____</p>
<p>Guest: \$27,312*</p>	<p>Guest: \$25,755*</p>	<p>Guest: \$24,138*</p>	<p>Guest: \$22,976*</p>

* The cost to the consumer for paying these loan terms, with compounded interest

F & I PRODUCT PURCHASE CONFIRMATION

Please review the following list of Products that we offer to our Customers. The purchase of these Products is optional and is not required in order to obtain financing for this transaction. Nor do we require you to purchase any of these Products from a particular company. In some instances, your application for a Product may be subject to approval by the Product supplier or administrator. For exact coverages, exclusions, and limitations, you should refer to the Product application and related documentation. Please place your initials in the appropriate box beside each Product to verify whether you have elected to accept or decline to purchase them. By initialing below, you acknowledge that the Products have been explained to you, that you have been given the opportunity to review applicable applications and/or contracts and that any questions you had about the Products have been answered to your satisfaction.

<u>DESCRIPTION OF F & I PRODUCTS</u>	<u>ACCEPT</u>	<u>DECLINE</u>
AUTO APPEARANCE PRODUCT(S)	<input type="checkbox"/>	<input type="checkbox"/>
SERVICE CONTRACT	<input type="checkbox"/>	<input type="checkbox"/>
GUARANTEED AUTOMOBILE PROTECTION (GAP)	<input type="checkbox"/>	<input type="checkbox"/>
THEFT DETERRENT SYSTEM	<input type="checkbox"/>	<input type="checkbox"/>
CREDIT LIFE INSURANCE	<input type="checkbox"/>	<input type="checkbox"/>
CREDIT DISABILITY INSURANCE	<input type="checkbox"/>	<input type="checkbox"/>
OTHER _____	<input type="checkbox"/>	<input type="checkbox"/>

I hereby acknowledge that the F & I Products described above have been explained to me, that I have had the opportunity to review the applicable applications and contracts for exact coverages, exclusions and limitations, and that any questions I had have been answered.

Customer Date Authorized Dealership Representative

Customer Date

FINANCE & INSURANCE PRODUCT PURCHASE CONFIRMATION

Please review the following list of Products that we offer to our Customers. The purchase of these Products is optional and is not required in order to obtain financing for this transaction. Nor do we require you to purchase any of these Products from a particular company. In some instances, your application for a Product may subject to approval by the Product supplier or administrator. For exact coverages, exclusions, and limitations, you should refer to the Product application and related documentation. Please place your initials in the appropriate box beside each Product to verify whether you have elected to accept or decline to purchase them. By initialing below, you acknowledge that the Products have been explained to you, that you have been given the opportunity to review applicable applications and/or contracts and that any questions you had about the Products have been answered to your satisfaction.

<u>PRODUCT</u>	<u>COST</u>	<u>ACCEPT</u>	<u>DECLINE</u>
AUTO APPEARANCE PRODUCT(S)	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
SERVICE CONTRACT	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
GAP PROTECTION	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
THEFT DETERRENT SYSTEM	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
CREDIT LIFE INSURANCE	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
CREDIT DISABILITY INSURANCE	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
OTHER _____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
OTHER _____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>

I have requested that the Total Cost of the Finance & Insurance Products be included in the Amount Financed on the Finance Contract/Capitalized Cost on the Lease Contract _____ YES _____ NO

I hereby acknowledge that the Finance & Insurance Products described above have been explained to me, that I have had the opportunity to review the applicable applications and contracts for exact coverages, exclusions and limitations, and that any questions I had have been answered.

Customer Date Authorized Dealership Representative Date

Customer Date

WE OWE

NAME _____ STK. NO. _____ NEW _____ USED _____
ADDRESS _____ YEAR _____ MAKE _____
CITY _____ STATE _____ ZIP _____ MODEL _____
PHONE _____ SERIAL NO. _____
SALESMAN _____ DEL. DATE _____

QTY.	NAME OF ITEM	PART	LABOR

I hereby accept this WE-OWE with the understanding that it is valid for only (30) THIRTY DAYS FROM DATE OF ISSUANCE, and that I must make an ADVANCE APPOINTMENT WITH THE SERVICE DEPARTMENT before the above work can be performed.

(FOR APPOINTMENT CALL SERVICE DEPT.)

CUSTOMER _____

DATE _____

APPROVED _____

MGR.

THE DELIVERY CONFIRMATION

- Also known as a “Due Bill” or “We Owe”
- Records any items still owed to the customer
- Used to substantiate nothing was promised
- Retail Purchase Agreement integration
- Confirms consumer’s opportunity to inspect vehicle and found it free from reasonably discoverable defects
- Verifies consumer is satisfied and understands the transaction, bringing closure to the deal
- Can also be used to disclose other items, such as that any F&I products were purchased voluntarily

**ABC MOTORS
CUSTOMER SATISFACTION QUESTIONNAIRE**

IN ORDER TO AVOID ANY MISUNDERSTANDING REGARDING ANY PART OF THIS PURCHASE PLEASE ANSWER THE FOLLOWING QUESTIONS BEFORE TAKING DELIVERY OF THIS VEHICLE.

DO NOT ACCEPT DELIVERY UNLESS ALL PHASES OF THIS SALE ARE MADE CLEAR TO YOU

1. I understand and have received a completely filled out copy of the Purchase Order.

Purchaser's Initials

2. I understand and have received a completely filled out copy of the Retail Installment Contract.

Purchaser's Initials

3. If applicable, I have received my copies of, read and understand, the manufacturer's new vehicle limited warranty and maintenance schedule.

Purchaser's Initials

4. If applicable, I have received my copy of, read and understand, the Extended Service Contract.

Purchaser's Initials

5. I understand that Dealer is under no obligation to provide a loaner vehicle.

Purchaser's Initials

6. I have inspected the vehicle and found it free from any damages or defects of any kind.

Purchaser's Initials

7. Has anything been promised or told to you that has not been put in writing?
____ YES ____ NO. If "YES" PLEASE EXPLAIN. I agree that any promises not reduced to writing will not be recognized.

Purchaser's Initials

8. If a trade-in is involved in this purchase, I agree that it is lien-free, that the model year is as stated on the signed Purchase Order and that the trade-in was not previously damaged in anyway or salvaged.

Purchaser's Initials

What prompted you to purchase from us? Newspaper____ Television____ Radio____
Previous Customer____ Other____

If you are satisfied with your vehicle, tell your friends and others. IF NOT, Please Tell us.

Thank you for purchasing from ABC Motors.

CUSTOMER DELIVERY CHECKLIST

- This is an elective form
- It is also known as a “Heat Sheet”
- Reinforces the Delivery Confirmation
- No new customer promises
- Should only confirm existing rights and/or responsibilities of the parties
- Confirms the consumer is satisfied with the vehicle and understands the transaction
- Provides information about the products and services offered by the Dealership

CUSTOMER DELIVERY CHECKLIST

Our goal is to provide the finest possible service to our customers in helping to satisfy their transportation needs. In an effort to help us meet our goal, and avoid any misunderstandings regarding your transaction, please take a moment to review the following questions before taking delivery of the vehicle. If you agree with the question, place your initials in the box below the item. Please do not accept delivery of the vehicle unless the vehicle is satisfactory, you understand the transaction and your questions have been answered.

1. I have received a copy of the Retail Purchase Agreement from the Dealership, which is completed in full.

2. I have received a copy of the Retail Installment Agreement or Finance Agreement for this transaction, which is completed in full.

3. I have personally inspected the vehicle, had an opportunity to test drive it and found it free from any reasonably discoverable damage and/or defects.

4. Everything that has been promised to me has been put into writing. I understand that Representatives of the Dealership are not authorized to make oral promises to me.

5. I understand that the Dealership is not obligated to provide me with any substitute transportation if my vehicle is in for service.

6. I have been informed that the payoff for my trade-in vehicle is an estimated figure. If the balance owed on the trade-in is higher than the estimated figure, I have agreed to pay the difference and, if it is lower, the difference will be paid to me.

7. Any questions I had about this transaction have been answered to my satisfaction, enabling me to completely understand all of the details about this transaction.

How did you hear about our Dealership?

- Previous Customer Internet _____ Newspaper _____
 Radio _____ Television _____ Other _____

Once again, thank you for allowing us to assist you with your transportation needs. We hope you enjoy your vehicle and wish you many miles of driving pleasure!

AUTHORIZATION TO RELEASE PAYOFF INFORMATION

- Provides Dealership with the ability to obtain protected nonpublic personal information
- Documents lienholder/lessor information and quoted payoff
- Describes the Dealership's and Customer's obligations concerning accuracy of payoff
- Authorizes the release of the Certificate of Title to the Dealership

AUTHORIZATION TO RELEASE PAYOFF INFORMATION

Dealership Name: _____ Date: _____

Contact Person: _____ Telephone: _____

Customer Name(s): _____

Lienholder Information: _____

Trade-In Vehicle Year: _____ Make: _____ Model: _____ VIN: _____

I acknowledge and agree that I have given the above-listed Dealership permission to contact you in order to obtain payoff information regarding the above-described vehicle, which I am trading in to the Dealership. I understand that information about my account is private and that you may be asked to reveal nonpublic personal information about me to the Dealership. In accordance with the Gramm-Leach-Bliley Act, I hereby authorize you to release my payoff information to the Dealership and to answer any questions that it has with respect to my account. I understand that this information will be used only in connection with the transaction that I have initiated and only for the purpose for which it was disclosed. Should the Dealership tender payment to payoff the remaining balance, I further authorize you to release the title to the above-listed vehicle to the Dealership.

Customer Date Authorized Dealership Representative Date

Customer Date

For Dealership Use Only:

Lienholder Telephone: _____ Fax: _____ Contact Person: _____

Lienholder Address: _____

Payoff Amount \$ _____ **Quoted To:** _____ **Good Until:** _____

Additional Notes: _____

INSURANCE COVERAGE ACKNOWLEDGEMENT

- Confirms the customer's obligation to maintain insurance coverage.
- Sets forth the minimum coverage requirements and allowable deductibles.
- Should only reinforce existing rights and obligations of the parties.
- Can help satisfy the dealership's obligation in lender agreements to verify insurance coverage.

INSURANCE COVERAGE ACKNOWLEDGEMENT

Dealership Name: _____ Contact Person: _____

Customer Name(s): _____ Date _____

Street Address: _____

Home Telephone: _____ Work Telephone: _____

Driver's License#: _____ Issuing State: _____ Expiration Date: _____

Vehicle: _____
Year Make Model Vehicle Identification Number (VIN)

I understand that the Finance or Lease Contract ("Contract") that I signed in connection with my purchase/lease of the above-described vehicle requires me to provide and maintain insurance on the vehicle against the risks of loss or damage. I understand that this insurance must be in an amount equal to the lesser of the unpaid amount due under the Contract or the value of the vehicle and must be maintained for the entire term of the Contract. I also understand that the holder of the Contract must be named as the loss payee and that the failure to maintain said insurance coverage may be an event of default under the Contract. In the event of a default, the holder of the Contract may pursue all of the remedies provided by law and in the Contract as it deems appropriate. Having been advised that I may obtain insurance coverage from a company and agent of my choice, I have selected:

Insurance Company: _____ Policy#: _____

Agent's Name: _____ Telephone: _____

Address: _____

Insurance Coverage: Collision \$ _____ Deductible Comprehensive \$ _____ Deductible

Policy Effective From: _____ To: _____ Named Loss Payee: _____

By signing below, I acknowledge that I have been given the opportunity to read this Insurance Coverage Acknowledgement and understand my obligation to maintain insurance coverage on the above-described vehicle. I further acknowledge and agree that I have given the Dealership permission to contact my Insurance Company to verify that I have obtained insurance coverage for the vehicle.

Customer

Authorized Dealership Representative

Customer

INSURANCE COVERAGE ACKNOWLEDGEMENT

Dealership Name: _____ Contact Person: _____

Customer Name(s): _____ Date _____

Street Address: _____

Home Telephone: _____ Work Telephone: _____

Driver's License#: _____ Issuing State: _____ Expiration Date: _____

Vehicle: _____
Year Make Model Vehicle Identification Number (VIN)

I understand that the Finance or Lease Contract ("Contract") that I signed in connection with my purchase/lease of the above-described vehicle requires me to provide and maintain insurance on the vehicle against the risks of loss or damage. I understand that this insurance must be in an amount equal to the lesser of the unpaid amount due under the Contract or the value of the vehicle and must be maintained for the entire term of the Contract. I also understand that the holder of the Contract must be named as the loss payee and that the failure to maintain said insurance coverage may be an event of default under the Contract. In the event of a default, the holder of the Contract may pursue all of the remedies provided by law and in the Contract as it deems appropriate. Having been advised that I may obtain insurance coverage from a company and agent of my choice, I have selected:

Insurance Company: _____ Policy#: _____

Agent's Name: _____ Telephone: _____

Address: _____

Insurance Coverage: Collision \$ _____ Deductible Comprehensive \$ _____ Deductible

Policy Effective From: _____ To: _____ Named Loss Payee: _____

By signing below, I acknowledge that I have been given the opportunity to read this Insurance Coverage Acknowledgement and understand my obligation to maintain insurance coverage on the above-described vehicle. I further acknowledge and agree that I have given the Dealership permission to contact my Insurance Company to verify that I have obtained insurance coverage for the vehicle.

Customer

Authorized Dealership Representative

Customer

Year _____

Make _____

VIN _____

Motor No. _____

Date of Purchase _____

Purchased From _____

Address _____

City _____

State _____ **Zip** _____

Title No. _____

License No. _____

Stock No. _____

Date Sold _____

Invoice No. _____

Mileage _____

Sold To _____

Address _____

City _____

State _____ **Zip** _____

Phone No. _____

Bill of Sale

Certificate of Title

Odometer Certification

Received Title

Purchaser

THE DEAL JACKET

- Provides for easy storage of documents.
- Assists dealership personnel in ensuring that the transaction is completed properly.
- Captures information which protects the dealership from consumer litigation.
- Helps provide a basis for the establishment of a bona fide error defense to claims filed under state and federal law.

Closed sides on left and right. Pocket formed by gluing left and right sides. See sample.

File Jacket or Pocket-type Envelope

Location of Opening

Stock No. _____ Year _____

Make & Model _____

VIN _____

Odometer Reading _____

Body Type & Color _____

Acquisition Date _____

How Acquired: Trade-in Auction Dealer Repo
 Consumer Other _____

Acquired From _____

Street Address _____

City/State/Zip _____

Telephone _____

Title: State & No. _____

Any Comments From Trade-in Appraisal, Auction Block Ticket or Wholesale Purchase Agreement?

Other Comments: _____

Transaction Date _____ Salesman _____

Consumer _____

Street Address _____

City/State/Zip _____

Phone (H) _____ (W) _____

E-mail _____

PAPERWORK CHECKLIST

- Customer Proposal
- Trade-in Vehicle Appraisal
- Test Drive Agreement
- Privacy Notice
- FTC Used Car Buyers Guide
- Cash/Deposit Receipt
- Retail Purchase Agreement
- Limited Warranty/As-is Sale Acknowledgement
- Spot Delivery Agreement
- Authorization to Release Payoff Information
- Insurance Coverage Acknowledgement
- Delivery Confirmation
- Finance Documents
- Odometer Statement & Reading _____
- Certificate of Title Obtained
- Other _____

Closed sides on left and right. Pocket formed by gluing left and right sides. See sample.

File Jacket or Pocket-type Envelope

Location of Opening

Stock No. _____ Year _____

Make & Model _____

VIN _____

Odometer Reading _____

Body Type & Color _____

Key Number(s) _____

Acquisition Date _____

Acquired Directly From Manufacturer Unless Indicated:

Dealer Trade From _____

Describe Any Transit or Lot Damage or Other Repairs:

Total Retail Cost of Repair(s) \$ _____

Internal Repair Order No. _____

Recall Notice or Service Advisory Received

Describe: _____

Internal Repair Order No. _____

In-Service Date _____

Other Comments: _____

Transaction Date _____ Salesman _____

Consumer _____

Street Address _____

City/State/Zip _____

Phone (H) _____ (W) _____

E-mail _____

Financing Approved by _____

PAPERWORK CHECKLIST

Customer Proposal

Trade-in Vehicle Appraisal

Test Drive Agreement

Privacy Notice

FTC Used Car Buyers Guide (Demo Only)

Lemon Law Notice

Cash/Deposit Receipt

Retail Purchase/Lease Agreement

Spot Delivery Agreement

Authorization to Release Payoff Information

Insurance Coverage Acknowledgement

Delivery Confirmation

Finance Documents

Odometer Statement & Reading _____

Certificate of Title Obtained

Other _____

ARBITRATION AGREEMENTS

Enforceability depends upon the jurisdiction you are located in and how the Agreement is drafted. Factors to be considered include:

- One-sided provisions.
- Excessive costs for the consumer.
- Which parties & claims are covered.
- Rules for the Arbitration proceeding.
- Notice that certain rights to file suit and/or participate in a class action are waived.

GOODWILL REPAIRS

A dealership may perform a repair at no charge, but should be cautious when doing so. When a repair is performed on a vehicle sold “as-is” or when the dealership is not otherwise obligated to perform the repair, the “goodwill” nature of the repair along with the fact a warranty is not being created must be communicated in writing to the customer. Failure to do so results in the creation of a warranty on the vehicle and the dealership being liable for future repairs to the vehicle.

GOODWILL REPAIR ACKNOWLEDGEMENT

Dealership Name: _____ Representative: _____

Customer Name(s): _____

Street Address: _____

Home Telephone: _____ Work Telephone: _____

Vehicle Year: _____ Make: _____ Model: _____ VIN: _____

Odometer Reading: _____ License No: _____ Date: _____

I hereby authorize the Dealership to operate my vehicle on public streets for testing purposes in connection with its rendering of the following repairs:

By signing below, I acknowledge that the above-listed repairs that I am requesting the Dealership to attempt are not covered under the terms of any warranty and that the Dealership is not obligated to perform them. I understand that the Dealership is in no way creating a warranty of any kind on my vehicle by attempting the "goodwill" repairs to the vehicle at no charge to me. I also understand that the DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THIS REPAIR AND ALL GOODS AND SERVICES UTILIZED AND/OR PERFORMED IN CONJUNCTION WITH THIS REPAIR. I further agree that the Dealership will not be liable for any damage to my vehicle or its contents due to fire, theft, an act of nature, or any cause beyond the Dealership's control.

This Goodwill Repair Acknowledgement is hereby incorporated by reference into the Repair Order for this service transaction, which contains additional information from the Dealership. The Dealership will return replaced parts to me unless they are subject to a manufacturer's warranty, a core charge or I specify otherwise on this Goodwill Repair Acknowledgement.

I hereby request that the Dealership discard any replaced parts.

Customer's Signature

Dealership Representative's Signature

Customer's Signature

MINIMIZING DEALERSHIP EXPOSURE FROM PAPERWORK VIOLATIONS

- Conduct compliance assessment of your car deal
- Revise/update dealership forms as needed
- Conduct a dealership compliance audit
- Update training programs
- Update F&I menu and related documents
- Review and update automated systems
- Review joint marketing agreements
- Review lender dealer agreements

THANK YOU FOR PARTICIPATING

The material contained herein was prepared for use in conjunction with a live XXXXXXXX Seminar presentation. It is designed to convey information of a general nature and should not be considered as legal advice. You should contact professional counsel for specific application of the subject matter discussed to your dealership.

OTHER SALES RELATED FORMS

- Notice of Optional Credit Insurance
- Notice to Co-signer
- Acknowledgement of As-is Sale
- Acknowledgement of Voluntary Resign
- Arbitration Agreements
- Various State Specific Disclosures