



**TENNESSEE DEPARTMENT OF REVENUE**  
**Power of Attorney for Vehicle Transactions**

RV-F1311401 (Rev. 2-21)

**PURPOSE:** To appoint an individual or entity to manage vehicle transactions on the behalf of another individual. (Tenn. Code Ann. § 34-6-101 and 102). Dealers must use a secure power of attorney (RV-F1316901) to transfer ownership when the original certificate of title is not available for the owner to make an odometer disclosure as required by The Motor Vehicle Information & Cost Savings Act of 1986; 49CFR580.

**INSTRUCTIONS:** Please complete the document below in its entirety. **NOTE:** This document is void if any information has been left blank or if any information entered hereon has been erased or altered by any means.

**A. AFFIANT INFORMATION:**

Date: \_\_\_\_\_

I, \_\_\_\_\_, do hereby appoint \_\_\_\_\_  
(Name) (Name of Attorney-in-fact Representative)  
of **Rutherford County Clerk** **205 I St.**  
(Business or Title Service, if applicable) (Street Address)  
**Smyrna TN 37167** as my attorney-in-fact to sign my name  
(City) (State) (Zip Code)

to all applicable documentation relative to any title or registration transactions for the vehicle described herein. I understand that these documents may contain the federally mandated odometer disclosure and that I am responsible for the disclosures made therein. This authority is limited to the vehicle listed below:

Make: \_\_\_\_\_ VIN: \_\_\_\_\_

Model: \_\_\_\_\_ Body Type: \_\_\_\_\_ Year: \_\_\_\_\_

**Check the appropriate box for each transaction type authorized:**

- |   |   |
|---|---|
| <input type="checkbox"/> Duplicate Title                          | <input type="checkbox"/> Vehicle Information Request            |
| <input type="checkbox"/> Noting of Lien                           | <input type="checkbox"/> Application for Title and Registration |
| <input type="checkbox"/> Request for Verification of Ownership on | <input checked="" type="checkbox"/> Transfer of Title           |
| <input type="checkbox"/> Vehicles Found Abandoned, Immobile or    | <input type="checkbox"/> Other (Specify): _____                 |
| <input type="checkbox"/> Unattended                               |   |

The area below is to be completed by the party granting authority:

☒ Individual

☐ Business:

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Printed Name of Individual or Business Owner)

\_\_\_\_\_  
(Physical Street Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

\_\_\_\_\_  
(Telephone Number)

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(Email Address)

**B. ACKNOWLEDGMENT:**

**AFFIANT CERTIFICATION STATEMENT:** I, the undersigned affiant, hereby certify that the statements made herein are true and correct to the best of my knowledge, information and belief. Fraudulent statements made in this application could result in denial of this request and subject the signatory to criminal and civil penalties.

Affiant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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(Business or Title Service, if applicable) (Street Address)  
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## ODOMETER DISCLOSURE STATEMENT

**FEDERAL and STATE LAW** require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines or imprisonment

I, BBB Auto Sales of Smyrna

SELLER OR TRANSFEROR'S NAME

Certify to the best of my knowledge that the odometer reading on the vehicle described below is the actual mileage of the vehicle unless one of the following statements is checked

ODOMETER READING (NO TENTHS)

☐

1. I hereby certify that the mileage stated is in excess of the mechanical limits of the odometer.

☐

2. The odometer reading is not the actual mileage. **WARNING - ODOMETER DISCREPANCY.**

MAKE	MODEL	BODY TYPE	
VEHICLE IDENTIFICATION NUMBER		YEAR	

375 S Lowry St.

Smyrna

TN

37167

SELLER OR TRANSFEROR'S ADDRESS

CITY

STATE

ZIP CODE

**X**

SELLER OR TRANSFEROR'S SIGNATURE

DATE OF THIS STATEMENT

BBB Auto Sales of Smyrna

NAME OF SELLER

BUYER OR TRANSFEREE'S NAME

BUYER OR TRANSFEREE'S ADDRESS

CITY

STATE

ZIP CODE

**X**

BUYER OR TRANSFEREE'S SIGNATURE

NAME OF BUYER

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BUYER OR TRANSFEREE'S NAME

BUYER OR TRANSFEREE'S ADDRESS

CITY

STATE

ZIP CODE

**X**

BUYER OR TRANSFEREE'S SIGNATURE

NAME OF BUYER

## **IMPORTANT: Provide this form to vehicle owner**

### **Waiver Form for Air Bag Cover Replacement**

I understand that one or both airbags in this vehicle have been replaced with an AIRBAG COVER REPLACEMENT. I am completely aware that the airbag cover replacement is strictly a cosmetic device, serves no safety purpose whatsoever, and DOES NOT CONTAIN AN AIRBAG. I will not hold the SELLER of this vehicle, the seller of the inserts and/or the manufacturer of the insert liable should accident, death, or injury occur. I am responsible for informing any new owners of this fact and am responsible for all waivers to be signed stating the same information as above.

I further understand that the Air Bag Indicator light may be coming ON intermittently or continuously in this vehicle. This indicates that one or more Air Bags in this vehicle are non-functional. I will not hold the SELLER of this vehicle liable should accident, death, or injury occur. I am responsible for informing any new owners of this fact and am responsible for all waivers to be signed stating the same information as above.

#### **Espanol**

Este vehiculo no esta equipado con bolsa de aire. Es responsabilidad de el dueno o propietario de este vehiculo de notificarselo al nuevo dueno oh a el conductor.

_____ VEHICLE MAKE	_____ MODEL	_____ YEAR
-----------------------	----------------	---------------

\_\_\_\_\_  
VIN NUMBER

\_\_\_\_\_  
Name and Signature of Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Signature of Buyer

\_\_\_\_\_  
Date

# BBB Auto Sales of Smyrna

## TERMS AND CONDITIONS

NAME: \_\_\_\_\_

Date: \_\_\_\_\_

VEHICLE:	Year	Make	Model	Body Type	Color	Vehicle Identification Number (VIN)

1. Have you driven and are you satisfied with the condition of the vehicle you are buying? YES NO
2. Have you personally checked the odometer's recorded miles? And have you signed a completed odometer statement? YES NO
3. You are required to inform us of any change of address, employment and home phone number as directed by the contract. DO YOU UNDERSTAND? YES NO
4. The Document Fee represents costs and profits to Seller for items such as inspecting, cleaning, emissions testing, and preparing documents related to the sale.
5. All prior oral statements, negotiations, communications, or representation about the vehicle sold are superseded by the Bill of Sale, and, if not expressly stated therein, are not binding.
6. The transfer of ownership to your name will be made by Seller and all receipts and license plate will be delivered to office in 2 to 3 weeks.
7. Have you read the terms and conditions on the back of your contract and understand that if you do not pay your payment on or before the due date you will be charged a "LATE FEE" for each day your payment is late, as statated in the Bill of Sale. DO YOU UNDERSTAND? YES NO
8. If your account is delinquent and your vehicle is put out for repossession and is picked up, the Seller has the right to call for the whole note where you would have to pay the entire contract balance. The Seller has the option to return the vehicle to you as long as you pay the Repossession Fee and you pay the balance up to date. By law you have 10 days if given the option of paying the repo fees and catching up on payments. Otherwise, your vehicle will be considered repossessed on the 11th day. DO YOU UNDERSTAND? YES NO
9. If your vehicle is out for repossession but has not yet been picked up, you do have the opportunity to have the repo contract canceled if you pay a cancellation fee and catch up on payments due at the time. DO YOU UNDERSTAND? YES NO
10. HOURS OF OPERATION: Monday through Saturday 9:00 am - 6:00 pm.

I , the Seller, do certify that actual buyer has read and agrees to all the Terms and Conditions of this contract.

I, the Buyer, do hereby accept all the terms and conditions of this contract.

BBB Auto Sales of Smyrna

SELLER

BUYER(S)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



# 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

VEHICLE IDENTIFICATION NUMBER (VIN)

## WARRANTIES FOR THIS VEHICLE:



### AS IS - NO DEALER WARRANTY

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.



### DEALER WARRANTY



FULL WARRANTY.



LIMITED WARRANTY. The dealer will pay 0.00% of the labor and 0.00% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

**SYSTEMS COVERED:**

NONE

**DURATION:**

N/A

## NON-DEALER WARRANTIES FOR THIS VEHICLE:



MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.



MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.



OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.



SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

**ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.**

**OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS.** For information on how to obtain a vehicle history report, visit [ftc.gov/usedcars](http://ftc.gov/usedcars). To check for open safety recalls, visit [safercar.gov](http://safercar.gov). You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

**SEE OTHER SIDE** for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

# BUYERS GUIDE

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VEHICLE MAKE

MODEL

YEAR

VEHICLE IDENTIFICATION NUMBER (VIN)

## WARRANTIES FOR THIS VEHICLE:



### IMPLIED WARRANTIES ONLY

The dealer doesn't make any promises to fix things that need repair when you buy the vehicle or afterward. But *implied warranties* under your state's laws may give you some rights to have the dealer take care of serious problems that were not apparent when you bought the vehicle.



### DEALER WARRANTY



FULL WARRANTY.



LIMITED WARRANTY. The dealer will pay 0.00 % of the labor and 0.00 % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

**SYSTEMS COVERED:**

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**DURATION:**

N/A

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

**Frame & Body**

Frame-cracks, corrective welds, or rusted through  
Dog tracks—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 spec.)  
Not enough pedal reserve (DOT spec.)  
Does not stop vehicle in straight line (DOT spec.)  
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

**Air Bags**

**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 wheels aligned improperly (DOT specs.)  
Power unit belts 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  
Catalytic Converter

BBB Auto Sales of Smyrna

DEALER NAME

375 S Lowry St., Smyrna, TN, 37167

ADDRESS

(615) 930-2955

TELEPHONE

EMAIL

FOR COMPLAINTS AFTER SALE, CONTACT:

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

# BBB Auto Sales of Smyrna

## ARBITRATION AGREEMENT

Please read this arbitration agreement carefully before signing it.

Date: \_\_\_\_\_

Vehicle:	Year	Make	Model	Body Type	Color	Vehicle Identification Number (VIN)

- . EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT.
- . IF A DISPUTE IS ARBITRATED, YOU AND WE WILL EACH GIVE UP OUR RIGHT TO A TRIAL BY THE COURT OR BY A JURY.
- . IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- . THE INFORMATION YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.
- . OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.
- . YOUR AND OUR RIGHTS TO APPEAL OR CHANGE AN ARBITRATION AWARD IN COURT ARE VERY LIMITED.

In this arbitration agreement ("AGREEMENT"), "You" refers to the customers who sign below or their representative. "We", "Us", "third party", and "Dealer" refer to the dealer signing below, and include the Dealer's employees, agents, assignees and parent and affiliated companies.

"Parties" refers to you and us. "Vehicle" refers to the automobile identified by specifications above.

"Claims" shall have the broadest possible meaning, and shall include any and all disputes, claims or controversies, whether in law or in equity, between the Parties relating in any way to the vehicle and arising out of or relating in any way to: (a) the vehicle's condition, warranty, workmanship, servicing, maintenance or repair, (b) the application for the terms of and enforceability of the sale, lease, or financing of the vehicle, (c) the purchase of terms of any product or coverage, including, without limitation, any warranty, service agreement, maintenance plan, paint/undercarriage/interior protection product, anti-theft etching products and warranty, GAP protection, deficiency waiver addendum, or any insurance coverage, (d) any claims of breach of contract, misrepresentation, conversion, fraud, or unfair and deceptive trade practices, (e) any claim relating to the advertising or marketing of the vehicle; or (f) any claim or violation of any local, state, or federal statute, regulation, ordinance, rule, etc.

At the request of either party, any claim shall be decided in binding arbitration before the American Arbitration Association (1-800-778-7879) or the National Arbitration Forum (1800-474-2371) ("the Arbitration Organization")

You may select the Arbitration Organization. Any arbitration under this agreement shall be conducted under the current arbitration rules for the Arbitration Organization you select. To the extent that any claim is deemed a "Consumer Dispute", the parties agree that the fee schedule provided in the rules for consumer disputes by the particular Arbitration Organization, if any, may apply. You can get a copy of the rules from the particular Arbitration Organization by calling the numbers indicated above. The Arbitration hearing shall be conducted in the federal district in which you decide, or in which the vehicle was purchased or leased.

The parties agree that once one of the parties has elected to arbitrate, binding arbitration is the exclusive method for resolving any and all claims and that by entering into this agreement parties are waiving their right to a jury trial and their right to bring or participate in any class action in court or through arbitration (this is referred to below as "the class action waiver").

The arbitrators shall be attorneys or retired judges and shall be selected in accordance with the applicable rules. The arbitration award shall be in writing, but without a supporting opinion. The arbitration hearing shall be conducted in the federal district in which you reside. If you demand arbitration first, you will pay one half of any arbitration filing fee. We will pay the rest of the filing fee, and the whole filing fee if we demand arbitration first or the arbitrator determines that applicable law requires us to do so or that you are unable to do so. We will pay the arbitration cost and fees for the first day of arbitration, up to a maximum of 8 hours. We will also pay any fees and charges that the arbitrator determines that we must pay in order to assure that this arbitration agreement is enforceable. The arbitrator shall decide who shall pay any additional cost and fees. The arbitrator deciding the claim shall have the authority to award fees, costs, injunctive or equitable relief in accordance with this agreement and applicable law.

The parties acknowledge and agree that the Federal Arbitration Act (9 U.S.C. & 1 et seq) shall govern any arbitration under this arbitrating agreement.

If a party fails to arbitrate as required under this agreement, the party demanding arbitration shall, unless prohibited by applicable law, be entitled to recover its/their attorney's fees and costs incurred in compelling the other party to arbitrate the claim.

If any term of this agreement conflicts with the terms of any other document or agreement between the parties, the terms of this agreement shall prevail. If any part of this agreement, other than the class action waiver shall be deemed of found unenforceable for any reason, the remainder of the agreement shall be unenforceable.

**BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND AGREED TO THE TERMS OF THE ARBITRATION AGREEMENT.**

CUSTOMER

Signature: \_\_\_\_\_

BBB Auto Sales of Smyrna

DEALER

Signature: \_\_\_\_\_

NOTICE  
DISCLOSURE OF REBUILT OR SALVAGE VEHICLE

Pursuant to Tenn. Comp. R. & Regs. 0960-01-.29, the following disclosure is required prior to the sale of any vehicle with a rebuilt title, salvage title or salvage history along with the signature of the purchaser acknowledging such disclosure.

The motor vehicle you are purchasing has a rebuilt title, salvage title, or salvage history. The value of this vehicle may be significantly less than a similar vehicle that is not branded with a rebuilt title, salvage title, or does not have a salvage history.

(Purchaser's Printed Name) _____			
(Purchaser's Signature) _____		(Date) _____	
(Dealer or Authorized Representative's Printed Name) <u>BBB Auto Sales of Smyrna</u>			
(Dealer or Authorized Representative's Signature) _____			
(Dealer's Business Name and License Number) <u>BBB Auto Sales of Smyrna - 19595</u>			
Year _____	Make _____	Model _____	VIN _____
_____			

"Rebuilt title" means the passenger motor vehicle ownership document issued by any state to the owner of a rebuilt vehicle. Ownership of the passenger motor vehicle may be transferred on a rebuilt title, and a passenger motor vehicle for which a rebuilt title has been issued may be registered for use on the roads and highways. A rebuilt title shall be conspicuously labeled with the words "Rebuilt Vehicle--Anti-theft Inspections Passed" across the front (T.C.A. § 55-3-211(6)).

"Salvage title" means a passenger motor vehicle ownership document issued by any state to the owner of a salvage vehicle. Ownership of the passenger motor vehicle may be transferred on a salvage title; however, a passenger motor vehicle for which a salvage title has been issued shall not be registered for use on the roads or highways unless it has been issued a rebuilt title. A salvage title shall be conspicuously labeled with the word "Salvage" across the front (T.C.A. § 55-3-211(8)).

"Salvage history" means:

(a) Any passenger motor vehicle which has been wrecked, destroyed, or damaged to the extent that the total estimated or actual cost of parts and labor to rebuild or reconstruct the passenger motor vehicle to its pre-accident condition and for legal operation on the roads or highways exceeds seventy-five percent (75%) of the retail value of the passenger motor vehicle, as set forth in a current edition of any nationally recognized compilation (to include automated databases) of retail values, or

(b) Without regard to whether such passenger motor vehicle meets the seventy-five percent (75%) threshold specified in subparagraph (a), any passenger motor vehicle which the owner may wish to designate as a salvage vehicle by obtaining a salvage title, without regard to the extent of the passenger motor vehicle's damage and repairs. This designation by the owner shall not impose on the insurer of the passenger motor vehicle or on an insurer processing a claim made by or on behalf of the owner of the passenger motor vehicle any obligations or liabilities (Pursuant to Tenn. Comp. R. & Regs. 0960-01-.29(3)).

# VEHICLE SALES CONTRACT INSURANCE AGREEMENT

BBB Auto Sales of Smyrna

NAME OF SELLER

375 S Lowry St.

Smyrna

TN

37167

SELLER OR TRANSFEROR'S ADDRESS

CITY

STATE

ZIP CODE

BUYER OR TRANSFEREE'S NAME

BUYER OR TRANSFEREE'S ADDRESS

CITY

STATE

ZIP CODE

New or Used	Year	Make	Model	Body Style	Cumulative Mileage or Odometer	Vehicle Identification Number (VIN)
USED						

I, the buyer, understand that the sales contract requires that I keep the above vehicle under continuous insurance with comprehensive and collision coverage against losses due to collision, theft, fire, and un-insured vehicles in order to protect the seller's interest in the vehicle. In accordance with the sales contract, I have arranged for the required insurance coverage with the insurance company named below. The insurance company or agent have been instructed to endorse the vehicle insurance policy on to include the seller's interest in the vehicle and note the insurance policy with payable endorsement, using the national Automobile Underwriters Association standard form 51b or equivalent form, with the seller as a payee. I further understand that my failure to obtain and maintain the insurance coverage below constitutes a breach of this agreement and of the sales contract and the seller has the right to take possession of the car wherever situated. I further understand that if I fail to obtain or maintain the vehicle insurance coverage described below under the terms of this contract, the seller and or its representative may at its discretion obtain insurance for the vehicle and is authorized to add all insurance costs and related finance charges to the sales contract balance.

## NOTICE TO CUSTOMER

The seller will verify the insurance coverage below by contacting the insurer and or the agent using copies of this agreement form.

VEHICLE INSURED

AGENT NAME

STREET ADDRESS

CITY, STATE, ZIP

NAME OF INSURANCE COMPANY

STREET ADDRESS

INSURANCE POLICY NO:

EFFECTIVE DATES, FROM:

TO:

COVERAGE:

FIRE, THEFT

COMPREHENSIVE

COLLISION

DEDUCTIBLE \$

X

BUYER OR TRANSFEREE'S SIGNATURE

DATE

X

SELLER OR TRANSFEROR'S SIGNATURE

DATE

Name	Year/Make/Model	VIN	Mileage	Date

## BBB AUTO SALES OF SMYRNA

### SERVICE CONTRACT

#### **LENGTH OF COVERAGE**

This used vehicle SERVICE CONTRACT begins on the day this agreement is accepted by BBB AUTO SALES OF SMYRNA and lasts for a period of

\_\_\_\_\_ months or \_\_\_\_\_ miles, whichever comes first. An inoperative, inaccurate, or altered odometer will void this contract.

Initials \_\_\_\_\_

#### **WHAT BBB AUTO SALES WILL DO**

Under this used vehicle SERVICE CONTRACT, BBB AUTO SALES will repair or replace a COVERED COMPONENT that is found to have failed as a result of a MECHANICAL BREAKDOWN. BBB AUTO SALES will cover the cost of repairing or replacing a COVERED COMPONENT, WITHIN THE FIRST NINETY (90) DAYS OF THIS AGREEMENT. When making repairs, BBB AUTO SALES shall use components of the same type and quality as those removed, which may include aftermarket, reconditioned, or used components. YOU must maintain YOUR VEHICLE in accordance with manufacturer's recommendations and retain invoices of any work performed. We reserve the right to request any and/or all maintenance records pertaining to YOUR VEHICLE prior to performing repairs.

Initials \_\_\_\_\_

#### **SERVICE AND CLAIMS PROCEDURE**

In the event of a MECHANICAL BREAKDOWN when repair services covered by this agreement are required AND ALLOWED, YOU must telephone BBB AUTO SALES. WE will direct YOU to deliver YOUR VEHICLE at YOUR expense to our repair facility. YOU must notify US immediately upon discovery of any MECHANICAL BREAKDOWN, and in all events, prior to the expiration of the term of the SERVICE CONTRACT. ALL CLAIMS FOR COVERED COMPONENTS, AS STATED WITHIN THIS AGREEMENT BELOW, WILL BE COVERED BY BBB AUTO SALES AT NO DEDUCTIBLE CHARGE TO YOU, WITHIN THE FIRST NINETY (90) DAYS OF THIS SERVICE CONTRACT AGREEMENT. BEYOND THE FIRST NINETY (90) DAYS OF THIS SERVICE CONTRACT AGREEMENT, ALL CLAIMS OR ENSUING CLAIMS WILL REQUIRE A \$98.00 DEDUCTIBLE PER CLAIM FOR SERVICE REPAIRS. THIS DEDUCTIBLE MUST BE PAID AT DROP-OFF OF YOUR VEHICLE AT OUR REPAIR FACILITY. TOW CHARGES TO OUR REPAIR FACILITY ARE NOT COVERED BY THIS SERVICE CONTRACT AGREEMENT. All repairs MUST be performed by BBB AUTO SALES to be covered by this SERVICE CONTRACT. YOU will not be reimbursed for any costs associated with unauthorized repairs performed by parties other than BBB AUTO SALES or parties contracted by BBB AUTO SALES. If YOU submit YOUR VEHICLE for repairs and it is determined that no covered component has incurred a MECHANICAL BREAKDOWN, or the necessary repairs are solely related to components not covered under this SERVICE CONTRACT, then YOU will be charged a reasonable service, repair, and/or diagnostic fee.

Initials \_\_\_\_\_

#### **COVERAGE**

We agree to repair or replace a COVERED COMPONENT of YOUR VEHICLE as a result of a MECHANICAL BREAKDOWN arising out of the normal use of YOUR VEHICLE. The components listed in the following systems comprise the COVERED COMPONENTS. No other components, other than those listed below, are covered by this agreement.

Initials \_\_\_\_\_

#### **DEFINITIONS AND KEY TERMS**

YOU should understand the following terms, which are used throughout this SERVICE CONTRACT. "YOU" and "YOUR" mean the purchaser of this SERVICE CONTRACT. "WE," "US," "OUR," mean BBB AUTO SALES. MECHANICAL BREAKDOWN means the inability of a properly maintained part covered under this SERVICE CONTRACT to perform the function for which it was designed, due to defects in material or workmanship. MECHANICAL BREAKDOWN does not mean the gradual reduction in operating performance due to wear and tear. "VEHICLE" means YOUR VEHICLE described at the beginning of this contract. "COVERED COMPONENT" means a component of YOUR VEHICLE covered by this SERVICE CONTRACT.

Initials \_\_\_\_\_

#### **COVERED COMPONENTS**

##### **Engine and transmission.**

I have been notified that this vehicle previously mentioned above I'm purchasing has been involved in an accident, I also understand that this vehicle does have a rebuilt title. After signing this document, I agree that I am fully aware of these facts.

Initials \_\_\_\_\_

#### **\*\*CONDITIONS OF SERVICE CONTRACT**

##### **WARRANTY DOES NOT COVER TOW CHARGES**

All of the above conditions and terms apply, given the account holder is current on their payments and account.

Service contract does not apply to accounts that are not in good standing.

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

*All warranty repairs must be performed at the following authorized facility:*

##### **JCA Body Shop**

318 Natchez Ct, Nashville, TN 37211

Phone: **(615) 375-0424**

Hours: Monday – Friday, 9:00 AM – 4:00 PM

Name	Year/Make/Model	VIN	Mileage	Date

## BBB AUTO SALES OF SMYRNA

### SERVICE CONTRACT

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