

MCMANUSMOTORS.COM

4775 HARLAN ST

WHEAT RIDGE, CO 80033

303-425-8707

MCMANUS MOTORS SOUTH GOLDEN

15980 S GOLDEN RD

GOLDEN, CO 80401

303-963-5250

## RETAIL PURCHASE AGREEMENT

Deal Number: \_\_\_\_\_

Purchaser's Name(s): \_\_\_\_\_ Date: \_\_\_\_\_

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

Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ DOB: \_\_\_\_\_

Social Security#: \_\_\_\_\_ D.L./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 and have authority to enter into this Agreement. Please refer to the Federal Mileage Statement for full disclosure.

YEAR	MAKE	MODEL	COLOR	STOCK NO.
SERIAL NO.	ODOMETER READING		SALESPERSON	

THE VEHICLE YOU ARE BUYING IS A USED VEHICLE.

## WARRANTY STATEMENT

We are selling this Vehicle to you AS-IS. We expressly disclaim all warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or 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. **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.

☐ Used Vehicle Limited Warranty Applies. We are providing the attached Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.

## TRADE-IN VEHICLE INFORMATION

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_

Serial No: \_\_\_\_\_ Odometer Reading: \_\_\_\_\_

Trade-In Allowance: \_\_\_\_\_ Balance Owed &amp; Lienholder: \_\_\_\_\_

☐ DEPOSIT/ ☐ DOWN PAYMENT: The sum of \$ \_\_\_\_\_ was received from you as a Deposit/Down Payment. It is not refundable, except as set forth in this Agreement. In the case of a Deposit, we will refrain from selling the vehicle for \_\_\_\_\_ days. X

## EMISSIONS INSPECTION DISCLOSURE

Pursuant to Colorado Law, Vehicles more than four (4) model years old must pass an Emissions Inspection. Unless the box below is marked, this Vehicle has been inspected and you will receive a Certificate of Emissions Control at the time of delivery of the Vehicle.

☐ If this box is marked, we are providing you with a voucher to have an Emissions Inspection performed on this Vehicle. You have three (3) business days (beginning the day after you take possession of the Vehicle) to have the inspection performed and to return the Vehicle to us if it fails to pass the Inspection. If you return the Vehicle to us, we may elect to either make or pay for all necessary repairs or return your payments to you.

## OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

PLEASE SEE ATTACHED SALES CONTRACT DISCLOSURE STATEMENT

☐ IF BOX IS MARKED, PLEASE SEE ATTACHED SPOT DELIVERY AGREEMENT

## CASH PRICE OF VEHICLE

DELIVERY & HANDLING \$150<sup>00</sup>NON-REFUNDABLE TITLE WORK SURCHARGE \$150<sup>00</sup>

FEE 97.20

TOTAL SALES PRICE

LESS TRADE

LESS TRADE

SUBTOTAL

STATE TAX

RTD TAX

CITY TAX

COUNTY TAX

GAP

SERVICE CONTRACT

FEES

TOTAL DUE

DEPOSIT

DOWN PAYMENT

TRADE PAYOFF

UNPAID BALANCE DUE

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE, AND SAID BUYER ALSO STATES THAT HE OR SHE HAS/HAS NOT (strike words not applicable) IN EFFECT AN AUTOMOBILE LIABILITY POLICY AS DEFINED IN SECTION 42-7-103 (2), COLORADO REVISED STATUTES, ON THE MOTOR VEHICLE SOLD BY THIS CONTRACT.

I have read and accept the terms and conditions of this Agreement, including the terms and conditions that appear on the reverse side, and the terms of the Sales Contract Disclosure incorporated by reference into this Purchase Agreement, and hereby acknowledge that this Agreement is complete and accurately reflects the agreements between the Dealership and myself. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until accepted by an Authorized Representative of the Dealership.

Purchaser

Accepted by Authorized Dealership Representative

ALL SALES ARE FINAL

Copyright © 2006. ADP, Inc. © 2007. Finance Express (11/08)



# ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

**Terms Used In This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement 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 in the document itself.
- **You, Your** - Means the Purchaser identified on the front side of this Agreement.
- **We, Us, Our** - Means the Dealership that is identified on the front side of this Agreement and its Authorized Representatives.
- **Manufacturer** - Means the company that manufactured the vehicle.
- **Vehicle** - Means the vehicle that you are purchasing from us as described on the front of this Agreement.
- **Trade-In Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified on the front side of this Agreement.

**Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, the addition of new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

**Remedies Upon Cancellation for Our Failure to Deliver:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle in accordance with this Agreement 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 Deposit/Down 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 will be returned 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 the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. Regardless of whether we return the Trade-In Vehicle to you or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle to the extent it exceeds the Trade-In Allowance (if we have paid the Balance Owed to the Lienholder) and we may keep any portion of the amount you have paid to us as a Deposit/Down Payment to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, 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 a Certificate of Title or documents sufficient to enable us to obtain a Certificate of 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 as or declared a salvage, junk, rebuilt, flood, 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, unless you have told us otherwise, that you have not removed equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.

**Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction 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 or credit the difference to you.

**Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this 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 Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

**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 will 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 the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. Regardless of whether we return the Trade-In Vehicle to you or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle to the extent it exceeds the Trade-In Allowance (if we have paid the Balance Owed to the Lienholder) and any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you.

**Spot Deliveries:** If you have entered into a Spot Delivery Agreement, the sale of the Vehicle is conditioned upon final approval of financing by a lender. We will retain possession of your Trade-In Vehicle until financing is approved and, if final financing approval is not obtained, we will return the Trade-In Vehicle and any payments you have made toward the purchase of the Vehicle to you in accordance with this Agreement and the Spot Delivery Agreement.

**Other Products and Lending Sources:** You are not required to purchase any other goods or services from us, nor are you required to finance the Unpaid Balance Due under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services 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 to the lender.

**Entire Agreement and Signing Other Documents:** The front and back of this Agreement, the Sales Contract Disclosure Statement, and any documents incorporated by reference comprise the entire agreement affecting this transaction. No other Agreement or understanding of any nature has been made. You agree to sign any and all documents necessary to complete the terms of this transaction.

**Applicable Law:** This Agreement and any other documents related to this transaction were signed by the Dealer in the State of Colorado. Any issue or dispute related to this Agreement, any other document signed in connection with this transaction or the transaction itself are subject to the Laws of the State of Colorado without regard to choice of law issues.