



**MODERN**

**AUTOMOTIVE**

## **WE OWE**

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

STK. NO. \_\_\_\_\_

NEW/USED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_

MODEL: \_\_\_\_\_

PHONE: \_\_\_\_\_

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

EMAIL: \_\_\_\_\_

SALESPERSON: \_\_\_\_\_

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 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.

## **YOU OWE**

YOU OWE	TO BE RECEIVED		YOU OWE	TO BE RECEIVED	
	DATE	TIME		DATE	TIME
1) Title to Trade in Vehicle			5)		
2) All Money			6)		
3) Valid Insurance Card			7)		
4) Second set of keys			8)		

I hereby agree to provide such items in a timely manner.

CUSTOMER: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

MGR.



## AUTOMOTIVE

### ATTENTION NORTH CAROLINA RESIDENTS!!

- I WANT TO TRANSFER MY PLATE TO MY NEW VEHICLE. MY CURRENT PLATE DOES NOT EXPIRE IN THE NEXT 60 DAYS.
  
- I WANT A NEW PLATE

### NORTH CAROLINA RESIDENTS WITH AN OUT-OF-STATE DRIVERS LICENSE

I UNDERSTAND, THAT BECAUSE I AM A NC RESIDENT BUT HAVE AN OUT-OF-STATE DRIVER'S LICENSE, I AM REQUIRED TO APPLY FOR A NC DRIVERS LICENSE IN ORDER TO REGISTER AND TITLE A VEHICLE IN NORTH CAROLINA.

### ATTENTION SOUTH CAROLINA RESIDENTS!!

PLEASE BE AWARE IF YOU ARE REQUESTING A NEW PLATE, SC DMV REQUIRES YOU TO GO PAY YOUR PERSONAL PROPERTY TAX ON YOUR NEW VEHICLE BEFORE WE CAN REGISTER YOUR VEHICLE. IN ORDER TO DO THIS YOU MUST GO TO YOUR COUNTY TAX OFFICE. WE WILL NEED THE ORIGINAL RECEIPT. ONCE WE RECEIVE THE ORIGINAL RECEIPT WE WILL OVERNIGHT YOUR PAPERWORK TO SCDMV.

---

Signature

---

Date



**MODERN**

## AUTOMOTIVE

### Customer Insurance / Payoff Verification

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

BUYER / LESSEE: \_\_\_\_\_

SALESPERSON(S): \_\_\_\_\_

#### INSURANCE INFORMATION

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

AGENT'S NAME: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE, ZIP: \_\_\_\_\_

WHO DID WE SPEAK

TO AT THE INS. OFFICE?: \_\_\_\_\_

VERIFIED BY: \_\_\_\_\_

(YOUR NAME)

SALES MANAGER: \_\_\_\_\_

F & I MANAGER: \_\_\_\_\_

POLICY #: \_\_\_\_\_

COMP DEDUCTIBLE: \_\_\_\_\_

COLLISION DEDUCTIBLE: \_\_\_\_\_

INS POLICY'S EFFECTIVE DATE: \_\_\_\_\_

INS POLICY'S EXPIRATION DATE: \_\_\_\_\_

IF A LEASE, THE CUSTOMER HAS  
100,300,50 INSURANCE COVERAGE



("X" THE BOX IF UPPER LIMITS VERIFIED)

#### PAYOUT INFORMATION

LENDOR/LESSER

PAYOUT IS TO WHOM: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

NAME ON THE LOAN OF THE

PRIMARY BORROWER / LESSEE: \_\_\_\_\_

YEAR / MAKE / MODEL

OF VEHICLE BEING PAID OFF: YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

VIN OF VEHICLE BEING PAID OFF:

LENDER / LESSOR

TELEPHONE #: \_\_\_\_\_

WHO DID WE SPEAK TO

AT THE LENDER: \_\_\_\_\_

MAIL CHECK TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

STATE, ZIP: \_\_\_\_\_

PAYOUT

GOOD UNTIL: \_\_\_\_\_

ATTN: \_\_\_\_\_

PAYOFF AMOUNT

AMOUNT  
PER DIEM: \$ \_\_\_\_\_

ANY 2ND LIEN?  YES  NO

MUST BE MINIMUM 10 DAYS

VERIFIED BY: \_\_\_\_\_

(YOUR NAME)



**MODERN**

*A Member of the MODERN AUTOMOTIVE NETWORK*

**Purchase/Lease Agreement:** Buyer(s) offers to purchase or lease the selected motor vehicle on the terms set forth below and on the back of this Purchase/Lease Agreement:

DATE:	SALES PERSON:	SALES PERSON:	NO:
DEAL #		VEHICLE SALE PRICE	
BUYER:		ACCESSORIES	
CO-BUYER:		LESS TRADE-IN ALLOWANCE	
ADDRESS:		TOTAL	
CITY: STATE:		INVOICING & SERVICES	
COUNTY: ZIP:		HIGHWAY USE TAX	
RES PHONE:		CELL PHONE:	TITLE - TAG - REGISTRATION FEES
EMAIL ADDRESS:		OPTIONAL ELECTRONIC TITLING FEE	
SELECTION: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED			
YEAR	MAKE	MODEL	BODY STYLE:
SERIAL NO.		PAYOFF	
STOCK NO.		COLOR:	MILES:
SLS MGR.:		BUS MGR.:	SERVICE CONTRACTS
TRADE IN:		SUBTOTAL	
YEAR #1:	MAKE:	MODEL:	MILES:
SERIAL NO.		DOWN PAYMENT	
STOCK #:		REBATE	
YEAR #1:	MAKE:	MODEL:	MILES:
STOCK #:		BALANCE DUE	

**DEALER MAY CHARGE AN ADMINISTRATIVE/PROCESSING FEE IN THE AMOUNT SET FORTH ON THIS PURCHASE/LEASE AGREEMENT. DEALER MAY RECEIVE A FEE, COMMISSION, OR OTHER COMPENSATION FOR PROVIDING, PROCURING, OR ARRANGING FINANCING FOR THE RETAIL LEASE OR PURCHASE OF A MOTOR VEHICLE, FOR WHICH THE CUSTOMER MAY BE RESPONSIBLE.**  
 Purchaser may arrange for financing through dealer or finance source of purchaser's choosing. Purchaser may be able to obtain more favorable financing from a third party. Purchaser understands the annual percentage rate ("APR") quoted by dealer may be negotiable.

**NOTICE TO PURCHASER(S):** DO NOT SIGN THIS AGREEMENT UNTIL YOU READ IT. YOU ARE ENTITLED TO A COPY OF ALL AGREEMENTS AND/OR DOCUMENTS THAT YOU SIGN. YOU ACKNOWLEDGE RECEIPT OF A COMPLETE COPY OF THIS AGREEMENT PRIOR TO CONTRACTING. THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY AN OFFICER OR MANAGER OF THE SELLER AND BY PURCHASER(S). YOU AGREE THAT THE ADDITIONAL TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS DOCUMENT ARE A PART OF THIS AGREEMENT, INCLUDING PARAGRAPH 12 REFERRING TO NO WARRANTIES OF MERCHANTABILITY OR FITNESS. THE FRONT AND BACK OF THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT RELATED TO THIS PURCHASE AND NO OTHER AGREEMENTS, UNDERSTANDINGS OR PROMISES WILL BE RECOGNIZED UNLESS OTHERWISE AGREED TO IN WRITING BY BOTH PURCHASER(S) AND SELLER. ORAL PROMISES ARE NOT VALID. ANY PROMISES OR UNDERSTANDINGS NOT SPECIFIED IN WRITING IN THIS AGREEMENT ARE NOT VALID AND SHALL NOT BE CONSIDERED A PART OF THIS AGREEMENT UNLESS INCORPORATED HEREIN BY REFERENCE.

**ADDITIONAL DOCUMENTS** - YOU AGREE TO EXECUTE ADDITIONAL FORMS, CONTRACTS OR OTHER DOCUMENTS PREPARED IN CONNECTION WITH THE PURCHASE, THOSE REQUIRED BY THE VARIOUS PURCHASE DOCUMENTS, ANY RETAIL INSTALLMENT OR CONSUMER CREDIT SALE OR LEASE CONTRACT ("RISC") OR THOSE REQUIRED BY FEDERAL AND/OR STATE LAW, RULE OR REQUIREMENT. THESE DOCUMENTS ARE INCORPORATED HEREIN BY REFERENCE. IN THE EVENT OF A CONFLICT BETWEEN TERMS OF THIS AGREEMENT AND THE RISC, THIS AGREEMENT PREVAILS.

**AGE:** BY EXECUTION OF THIS AGREEMENT, YOU CERTIFY THAT YOU ARE 18 YEARS OF AGE OR OLDER.

**CONDITIONAL DELIVERY** - IF THIS IS A CONDITIONAL RETAIL PURCHASE/LEASE AND SELLER IS ASSISTING WITH FINANCE SOURCING, YOU ACKNOWLEDGE THAT THE SALE OF THE ABOVE DESCRIBED VEHICLE IS NOT FINAL UNTIL YOUR LOAN APPLICATION HAS BEEN APPROVED BY A THIRD PARTY FINANCE SOURCE ACCEPTABLE TO SELLER, AND A RETAIL INSTALLMENT OR CONSUMER CREDIT SALE OR LEASE CONTRACT HAS BEEN FULLY EXECUTED WITH RESPECT TO THIS TRANSACTION AND WE HAVE RECEIVED FUNDS FOR THE UNPAID BALANCE FROM YOU OR THE THIRD PARTY FINANCE SOURCE. IF A FINANCE SOURCE APPROVES YOUR LOAN, IT MAY REQUIRE ADDITIONAL DOWN PAYMENT OR A CHANGE IN THE TERMS OR NUMBER OF PAYMENTS. IF CHANGES ARE REQUIRED, YOU AGREE TO RETURN TO SELLER'S PREMISES TO EXECUTE REVISED DOCUMENTS WITHIN THREE (3) WORKING DAYS OF NOTIFICATION. CHANGES REQUIRED BY THE FINANCE SOURCE MUST BE ACCEPTABLE TO YOU AND US. YOU UNDERSTAND THAT WE DO NOT REPRESENT OR IMPLY THAT YOUR LOAN APPLICATION HAS BEEN APPROVED OR WILL BE APPROVED BY EXECUTING THIS AGREEMENT OR PERMITTING YOU TO REMOVE THE VEHICLE FROM THE PREMISES.

**IF THE FINANCE SOURCE DECLINES YOUR CREDIT APPLICATION ON THE TERMS AS SUBMITTED, PARAGRAPH 2(a), PRINTED ON THE BACK OF THIS DOCUMENT SHALL APPLY. THE ADDITIONAL TERMS AND CONDITIONS RELATED TO THE CONDITIONAL DELIVERY OF THE ABOVE-IDENTIFIED VEHICLE AS SET FORTH IN PARAGRAPH 2(a) ON THE REVERSE SIDE HEREOF AND, IF APPLICABLE, THE SEPARATE CONDITIONAL DELIVERY AGREEMENT AND POWER OF ATTORNEY YOU HAVE EXECUTED ARE INCORPORATED HEREIN BY REFERENCE.**

**CASH/PURCHASER ARRANGED FINANCING** - IF THIS IS A RETAIL PURCHASE AND NO SELLER FINANCE SOURCING IS PROVIDED, YOU CHOOSE TO PAY THE UNPAID BALANCE OR THE CASH SELLING PRICE BY PROVIDING YOUR OWN CASH AND / OR FINANCING. THE SALE IS FINAL WHEN YOU SIGN THIS RETAIL PURCHASE / LEASE AGREEMENT AND WE HAVE RECEIVED FUNDS FOR THE UNPAID BALANCE FROM YOU OR YOUR FINANCING SOURCE.

**PURCHASER(S) HAS READ THE TERMS AND CONDITIONS ABOVE, ON THE REVERSE SIDE HEREOF AND IN ALL ASSOCIATED DOCUMENTS SIGNED BY PURCHASER(S) AND IT IS UNDERSTOOD AND AGREED THAT ALL SUCH TERMS AND CONDITIONS ARE MADE A PART OF THIS PURCHASE/LEASE AGREEMENT WITH THE SAME EFFECT AS IF THEY WERE PRINTED ABOVE THE PURCHASER'S SIGNATURE.**

BUYER'S  
SIGNATURE:✓

CO-BUYER'S  
SIGNATURE:✓

BILL OF SALE Revised (9/19)

Authorized  
Dealer Signature:✓

## ADDITIONAL TERMS AND CONDITIONS

1. As used in this Agreement the terms (a) "Seller" and "Dealer" shall mean the authorized Dealer to whom this Agreement is addressed; (b) "Purchaser" shall mean the party executing this Agreement as such on the face hereof; (c) "Subject Vehicle" refers to the vehicle listed on the face of this Agreement which Purchaser has agreed to purchase or lease from Dealer; (d) "Finance Source" refers to one or more lending Institutions to which Dealer has or will forward Purchaser's application for credit to finance or lease the Subject Vehicle, and (e) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis. Purchaser understands and agrees that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this Agreement and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships between Seller and Manufacturer or certain obligations that may be owed to Purchaser by Manufacturer with respect to the vehicle.

2(a). In the event Finance Source notifies Dealer that Finance Source is, for any reason, refusing to finance Purchaser's purchase or lease of the Subject Vehicle on the terms as submitted, Dealer shall notify Purchaser who shall be required to immediately return the Subject Vehicle to the dealership. In the event Purchaser refuses or otherwise fails to either pay in cash or its equivalent, or to immediately return the Subject Vehicle to the dealership after Dealer has provided notice, Purchaser hereby agrees that Dealer shall at any time thereafter have the right to repossess the Subject Vehicle without the Purchaser's knowledge or consent by any lawful means, and Purchaser shall thereupon be liable to Dealer for any and all costs incurred by Dealer in accomplishing such repossession, including but not limited to Dealer's reasonable attorney's fees. Purchaser shall also be liable to Dealer for the cost of repairing all damage to the Subject Vehicle which occurred while in the Purchaser's possession. Purchaser and Seller further acknowledge and agree that if Purchaser(s) has executed a conditional delivery agreement and power of attorney, such agreement is incorporated by reference into this Agreement and into any applicable retail installment sale or lease contract ("RISC"), notwithstanding order of execution or the existence of an integration clause or any other term in the RISC to the contrary.

2(b). Security Interest If Not Paid in Full - If you do not make payment in full for the vehicle in cash, trade-in or funds from a finance source, or any combination thereof, you hereby agree this document grants us a security interest in the vehicle being purchased and any accessories, equipment, and replacement parts installed in the vehicle. As a result of the security interest, we shall have a lien on the vehicle and all rights of a secured party under the laws of North Carolina and the Uniform Commercial Code, including all rights of repossession as more fully described below, until we have been paid in full. This security interest is separate and apart from, but subordinate to, any interest granted to a third party finance source if the vehicle is purchased on credit.

2(c). There are additional terms, conditions and disclosures applicable to the purchase of the subject vehicle that are contained in separate documents, including but not limited to, the conditional delivery agreement and power of attorney. Purchaser(s) acknowledge that all such additional agreements are incorporated herein by reference. Purchaser(s) also accepts the terms and conditions set forth in these additional documents, which customer has signed or initialed, indicating agreement to the terms thereof.

2(d). If the Finance Source Declines Your Loan Application - You agree, upon notification, either to return the vehicle within 24 hours to Dealer or within 24 hours pay the unpaid balance of the cash selling price in cash or with alternate funds acceptable to Dealer. Your failure to do so shall constitute a breach of this agreement. Upon return of the vehicle to us, your down payment, and/or trade-in will be returned to you; provided you will be responsible for any damage or unusual wear and tear to the vehicle while in your possession, plus (i) mileage at the current Internal Revenue Service rate; and (ii) any retrieval costs incurred.

2(e). Payoff of Trade-In Balance Owed - You represent there is no other extension of credit to you in connection with your trade-in except as set forth on the face of this Agreement, and agree to pay us any shortage between the pay-off quoted to us by your lienholder as the remaining amount of the balance on your trade-in and the actual pay-off required from us to satisfy its lien or to satisfy any other encumbrance on the trade-in. In order to satisfy the amount of any shortage remaining on the balance of your trade-in, or if the finance source declines your application for financing the vehicle described in this Agreement after we have paid off the remaining amount of the balance on your trade-in, you shall immediately, upon notification, pay us such amount(s) in cash or with alternate funds acceptable to Dealer.

3. It is the sole responsibility of Purchaser to obtain insurance coverage on Subject Vehicle. Dealership personnel may request insurance information from Purchaser for the purpose of registering Subject Vehicle with the Division of Motor Vehicles (DMV) or for verifying insurance coverage as may be required by Finance Source or the DMV. Dealer's request for insurance information does not constitute an agreement to transfer or obtain insurance coverage on Subject Vehicle. Dealer shall not be liable for Purchaser's failure to obtain insurance coverage on Subject Vehicle.

4. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivery price of such motor vehicle to Purchaser accordingly. If such cash delivery price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Agreement, in which event if a used motor vehicle has been traded in as part of consideration for such new motor vehicle, such used motor vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such used motor vehicle has been previously sold by Dealer, the amount received therefor, less a selling commission of 15% and any expense incurred in storing, insuring, reconditioning or advertising said used vehicle for sale, shall be returned to Purchaser.

5. If the used motor vehicle which has been traded in as part of the consideration for the Subject Vehicle is not to be delivered to Dealer until delivery to Purchaser of the Subject Vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance thereof shown on the front of this Agreement, Purchaser may, if dissatisfied therewith, cancel this Agreement, provided, however, that such right to cancel is exercised prior to delivery of the Subject Vehicle to the Purchaser and surrender of the used motor vehicle to Dealer.

6. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such motor vehicle to Dealer. Purchaser warrants any such used vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted on the face of this Agreement. Purchaser also represents that neither you nor anyone else has altered the odometer of your trade-in vehicle(s) or has tampered with or removed any safety or emissions control equipment from the trade-in vehicle(s).

7. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or similar changes to any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Agreement either before or subsequent to delivery thereof to Purchaser.

8. Except as permitted under Sections 2(a), 2(d) or 4 above, if Buyer fails or refuses to accept delivery of the Vehicle or comply with this Agreement, without limiting any other rights Dealer may have, Dealer may keep as liquidated damages any deposit made by Buyer, to the extent not prohibited by law. Dealer may also reimburse itself for any expenses and losses it incurs or suffers as a result of Buyer's failure or refusal to comply with this Agreement, including, without limitation, reasonable attorney's fees. Dealer shall not be liable for failure to deliver or delay in delivering the Subject Vehicle where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

9. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, highway use or occupational taxes imposed on or applicable to the transaction covered by this Agreement, regardless of which party might otherwise have primary tax liability therefor.

10. ANY WARRANTIES ON THE ITEM/ITEMS SOLD OR LEASED HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OR LEASE OF THIS ITEM/ITEMS. FURTHERMORE, PURCHASER UNDERSTANDS THAT AFTERMARKET PAINT AND INTERIOR PROTECTANT PRODUCTS, NONMANUFACTURER EXTENDED SERVICE MAINTENANCE CONTRACTS, GAP AGREEMENTS, OR ANY OTHER PRODUCTS AND SERVICES ARE WARRANTED BY SEPARATE SUPPLIERS AND NOT BY SELLER.

11. Any used motor vehicle sold or leased to Purchaser by Dealer under this Agreement is sold or leased at the time of delivery by Dealer without any guarantee or warranty, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this Agreement or in separate writing furnished to Purchaser by Dealer.

12. The Purchaser, before or at the time of delivery of the Subject Vehicle, will execute such other forms of agreement or documentation as may be required by the terms and conditions of payment indicated on the front of this Agreement. All such documentation is incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the RISC, the parties agree that the terms of this Agreement shall control notwithstanding the presence of an integration clause in the RISC.

13. THE INFORMATION YOU SEE ON THE WINDOW FORM (BUYER'S GUIDE) FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

North Carolina Division of Motor Vehicles  
**TITLE APPLICATION**

**CHECK Appropriate Block/s** (Application cannot be processed without certification of services)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Title Only – Vehicle Not in Operation  | <input type="checkbox"/> Truck Weight Desired _____<br>(This includes the truck, trailer and load) | For Hire Vehicle<br><input type="checkbox"/> Yes or <input type="checkbox"/> No |
| <input type="checkbox"/> Title and License Plate<br>Class of License _____  | <input type="checkbox"/> Plate No. Transferred _____<br>(List Plate Number and Expiration)         |   |
| <input type="checkbox"/> Inoperable Vehicle – Vehicle substantially disassembled<br>and unfit or unsafe to be operated on the highway | <input type="checkbox"/> Limited Registration Plate<br>(When property taxes are deferred)          |   |

I certify that all the above information is correct. \_\_\_\_\_ (Customer's Initials)

**VEHICLE SECTION**

YEAR	MAKE	BODY STYLE	SERIES MODEL	VEHICLE IDENTIFICATION NUMBER	FUEL TYPE	ODOMETER READING
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**OWNER SECTION**

Owner 1 ID # \_\_\_\_\_ Full Legal Name of Owner 1 (First, Middle, Last, Suffix) or Company Name \_\_\_\_\_

Owner 2 ID # \_\_\_\_\_ Full Legal Name of Owner 2 (First, Middle, Last, Suffix) or Company Name \_\_\_\_\_

Joint applicants request this title to be issued with Joint Tenants with Rights of Survivorship? Check appropriate block:  Yes  No

Residence Address (Individual) Business Address (Firm) City and State Zip Code

Mail Address (if different from above) City and State Zip Code

Vehicle Location Address (if different from residence address above) City and State Zip Code Tax County

**LIEN SECTION**

<b>FIRST LIEN</b>		Account #	<b>SECOND LIEN</b>		Account #
Date of Lien		Maturity Date (MH)	Date of Lien		Maturity Date (MH)
Lienholder ID #	Lienholder Name			Lienholder ID #	Lienholder Name
Address		Address			
City _____ State _____ Zip Code _____		City _____ State _____ Zip Code _____			

I certify for the motor vehicle described above that I have financial responsibility as required by law.

Insurance Company authorized in N.C.

Policy Number \_\_\_\_\_

Purchased <input type="checkbox"/> New <input type="checkbox"/> Used	Purchase Date	From Whom Purchased (Name and Address)	N.C. Dealer No.	Is this vehicle leased? <input type="checkbox"/> Yes <input type="checkbox"/> No	Equipment #
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**DISCLOSURE SECTION**

All motor vehicle records maintained by the North Carolina Division of Motor Vehicles will remain closed for marketing and solicitation unless the block below is checked.  
 I (We) would like the personal information contained in this application to be available for disclosure.

**APPLICATION MUST BE SIGNED IN INK BY EACH OWNER OR AUTHORIZED REPRESENTATIVE OF FIRMS OR CORPORATIONS.**

I (we) am (are) the owner(s) of the vehicle described on this application and request that a North Carolina Certificate of Title be issued. I (we) certify that the information on the application is correct to the best of my (our) knowledge. The vehicle is subject to the liens named and no others. If a registration plate is issued or transferred, I (we) further certify that there has not been a registration plate revocation and that liability insurance is in effect on this vehicle on the date of this application as required by the North Carolina Financial Security Act of 1957.

OWNER'S SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_ (name(s) of principal(s)).

Notary  
Signature \_\_\_\_\_ Notary Printed  
or Typed Name \_\_\_\_\_

(SEAL)

My Commission Expires \_\_\_\_\_

## TEMPORARY LIEN RECORDING APPLICATION

### VEHICLE SECTION

YEAR	MAKE	BODYSTYLE	SERIES MODEL	VEHICLE IDENTIFICATION NUMBER	FUEL TYPE
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### OWNER SECTION

Owner 1 ID#	Full Legal Name of Owner 1 (First, Middle, Last, Suffix) or Company Name	
Owner 2 ID#	Full Legal Name of Owner 2 (First, Middle, Last, Suffix) or Company Name	
Residence Address (Individual) Business Address (Firm)		
City and State	Zip Code	Tax County
Mail Address (if different from above)		

### LIEN SECTION

Date of Lien	<b>FIRST LIEN</b>	
Maturity Date (MH)	Account #	
Lienholder Name		
Address		
City	State	Zip Code

All motor vehicle records maintained by the North Carolina Division of Motor Vehicles will remain closed for marketing and solicitation unless the block below is checked.

I (We) would like the personal information contained in this application to be available for disclosure.

### DISCLOSURE SECTION

APPLICATION MUST BE SIGNED IN INK BY EACH OWNER OR AUTHORIZED REPRESENTATIVE OF FIRMS OR CORPORATIONS.

I (we), the owner(s) of the vehicle described on this application certify that the information on the application is true and correct.

OWNER'S SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_ (name(s) of principal(s)).

Notary  
Signature \_\_\_\_\_ Notary Printed  
or Typed Name \_\_\_\_\_  
(SEAL) My Commission Expires \_\_\_\_\_

### DEALER SECTION

New	Purchase Date	
Used	Previous NC Title Number	
I certify that the above vehicle has been sold to the person(s) listed above. I further certify that the title for this vehicle is currently unavailable and this form is being filed to record the lien declared above. I understand that the notation of this lien will expire 60 days after the creation of the security interest, or upon perfection of the security interest with a title application and supporting documents.		
Signature of Dealer or Agent: _____ Dealer# _____		
Printed Firm Name _____		
Date _____	County _____	State _____
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____ (name(s) of principal(s)).		
Notary Signature _____	Notary Printed or Typed Name _____	My Commission Expires _____
(SEAL)		My Commission Expires _____

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the undersigned:

\_\_\_\_\_  
(BUYER) (SELLER) OR (LEGAL OWNER)

of the following described motor vehicle:

Year \_\_\_\_\_ Make \_\_\_\_\_

Body Style \_\_\_\_\_ Series \_\_\_\_\_

VIN \_\_\_\_\_

does hereby authorize and irrevocably appoint:

\_\_\_\_\_  
(ATTORNEY)

my (or our) true and lawful attorney to sign in the name, place and stead of the undersigned, any certificate of title covering the vehicle described above in whatever manner necessary to effect the transfer of such title, application for a duplicate of such title, or application for a new certificate of title of said vehicle as (he) (she) may deem fit and proper, hereby ratifying and confirming whatever action said Attorney shall or may take by virtue hereof in the premises. May not be used when title is held by lienholder.

IN WITNESS WHEREOF, the undersigned has executed this instrument this

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

\_\_\_\_\_  
(FULL SIGNATURE OF OWNER)

Date: \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

\_\_\_\_\_  
(NAME(S) OF PRINCIPAL(S))

Notary Signature \_\_\_\_\_

Printed or typed name \_\_\_\_\_

(SEAL)

My commission expires: \_\_\_\_\_

## North Carolina Division of Motor Vehicles

## ODOMETER DISCLOSURE STATEMENT

***ALTERATIONS OR ERASURES VOID THIS FORM***

**Federal and State law require that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.**

***VEHICLE SECTION***

YEAR	MAKE	BODY STYLE	SERIES MODEL	VEHICLE IDENTIFICATION NUMBER
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***DISCLOSURE SECTION***

I, (seller's printed name) \_\_\_\_\_ state that the odometer now reads (miles, no tenths) \_\_\_\_\_ miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described above, unless one of the following statements is checked.

- (1) I hereby certify that the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is ***not*** the actual mileage. **WARNING -ODOMETER DISCREPANCY.**

***SELLER SECTION***

SELLER'S SIGNATURE <i>CERTIFYING ODOMETER READING</i>	SELLER'S PRINTED NAME
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SELLER'S ADDRESS

CITY	STATE	ZIP CODE
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DATE OF CERTIFICATION

***BUYER SECTION***

BUYER'S SIGNATURE <i>ACKNOWLEDGING ODOMETER READING AS CERTIFIED</i>	BUYER'S PRINTED NAME
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BUYER'S ADDRESS

CITY	STATE	ZIP CODE
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DATE OF CERTIFICATION

**The provisions of this disclosure statement section shall not apply to the following transfers:**

- (1) A vehicle having a gross vehicle weight rating of more than 16,000 pounds.
- (2) A vehicle that is not self-propelled.
- (3) A vehicle that is 10 years old or older until December 31, 2020. As of January 1, 2021, all vehicles that are 20 years old or older starting with year model 2011.
- (4) A new vehicle prior to its first transfer for purposes other than resale.
- (5) A new vehicle sold directly by the manufacturer to any agency of the United States in conformity with contractual specifications.

## DAMAGE DISCLOSURE STATEMENT

Questions 1 & 4 apply only to five (5) model years old and newer.

*Alterations or erasures void this form.*

### NOTICE TO SELLER:

**STATE LAW REQUIRES THAT EVERY SELLER DISCLOSE TO THE BUYER IF HE/SHE KNOWS THE INFORMATION LISTED BELOW.  
FAILURE TO DO SO MAY RESULT IN CIVIL AND/OR CRIMINAL LIABILITY.**

### NOTICE TO BUYER:

**RETAIN THIS INFORMATION.**

**STATE LAW REQUIRES YOU TO DISCLOSE SIMILAR DAMAGE INFORMATION WHEN YOU SELL OR TRANSFER TITLE TO THIS VEHICLE.**

Year

Make

Body Style

Vehicle Identification Number

1. Has this vehicle been damaged by collision or other occurrence to the extent that damages exceed 25% of its value at the time of the collision or other occurrence? (Applies to 5 Model Years old and newer)  
If yes, list parts that were damaged. \_\_\_\_\_
2. Was this vehicle a salvage motor vehicle? (Applies to All Model Years)  
If yes, in which state was it titled? \_\_\_\_\_
3. Is this vehicle a flood vehicle? (Applies to All Model Years) \_\_\_\_\_
4. Is this vehicle a recovered theft vehicle? (Applies to 5 Model Years old and newer)  
If yes, list parts that were damaged. \_\_\_\_\_
5. Has this vehicle been reconstructed? (Applies to All Model Years) \_\_\_\_\_

Yes  No

Yes  No

Yes  No

Yes  No

Yes  No

**As the Seller, I declare that the above information is true to the best of my knowledge.**

SELLER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SELLER'S ADDRESS: \_\_\_\_\_

BUYER'S ACKNOWLEDGEMENT AND SIGNATURE: \_\_\_\_\_

### Damage Disclosure Definitions

**Five (5) Model Years** - The term "five model years" shall be calculated by counting the model year of the vehicle's manufacture as the first model year and the current calendar year as the final model year.

**Flood Vehicle** - A motor vehicle that has been submerged or partially submerged in water in the extent that damage to the body, engine, transmission, or differential has occurred.

**Non-U.S.A. Vehicle** - A motor vehicle manufactured outside of the United States and not intended by the manufacturer for sale in the United States.

**Reconstructed Vehicle** - A motor vehicle of a type required to be registered hereunder that has been materially altered from original construction due to removal, addition or substitution of new or used essential parts; and includes glider kits and custom assembled vehicles.

**Salvage Motor Vehicle** - Any motor vehicle damaged by collision or other occurrence to the extent that the cost of repairs to the vehicle and rendering the vehicle safe for use on the public streets and highways would exceed seventy-five percent (75%) of its fair retail market value, whether or not the motor vehicle has been declared a total loss by an insurer. Repairs shall include the cost of parts and labor; or a vehicle for which an insurance company has paid a claim that exceeds 75% of the fair market retail value. Fair market retail values shall be as found in the NADA Pricing Guide Book or other publications approved by the Commissioner.

**Salvage Rebuilt Vehicle** - A salvage vehicle that has been rebuilt for title and registration.

**Junk Vehicle** - A motor vehicle which is incapable of operation or use upon the highways and has no resale value except as a source of parts or scrap, and shall not be titled or registered.

## TITLE IN TRANSIT APPLICATION

## VEHICLE SECTION

YEAR	MAKE	BODYSTYLE	SERIES MODEL	VEHICLE IDENTIFICATION NUMBER	FUEL TYPE
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## OWNER SECTION

Owner 1 ID#	Full Legal Name of Owner 1 (First, Middle, Last, Suffix) or Company Name			
Owner 2 ID#	Full Legal Name of Owner 2 (First, Middle, Last, Suffix) or Company Name			

Residence Address (Individual) Business Address (Firm)

City and State Zip Code Tax County

Mail Address (if different from above)

## LIEN SECTION

Date of Lien	Account #	
Lienholder Name	Lienholder ID #	
Address _____		
City _____	State _____	Zip Code _____

## BUYER'S NOTICE AND ACKNOWLEDGMENT

I (we), the owner(s) of the vehicle described above, certify that the information stated above is true and correct and acknowledge having received this notice from the dealer prior to the sale that the dealer is not in possession of the Manufacturer's Certificate of Origin or Certificate of Title. The purchaser may be entitled to liquidated damages, providing that the buyer(s) submits a written request to the dealer for damages within 10 days, if the dealer fails to deliver the Manufacturer's Certificate of Origin or Certificate of Title to the Division within 60 days, in accordance with G.S. 20-72.1. There may be circumstances in which the Manufacturer's Certificate of Origin or Certificate of Title for the vehicle is actually in the possession of the dealer but is not immediately available.

Owner(s) Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_  
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and, in the capacity, indicated: \_\_\_\_\_  
(name(s) of principals(s)).

Notary Signature: \_\_\_\_\_ Notary Printed or Typed Name: \_\_\_\_\_  
(SEAL) My Commission Expires: \_\_\_\_\_

## DEALER'S CERTIFICATION

This section is to be completed by the dealer and used only when the Manufacturer's Certificate of Origin or Certificate of Title is unavailable at the time of submission of this form.

The signatory below, first being duly sworn and in accordance with G.S. 20-52.1(d), G.S. 20-72(b), G.S. 20-72.1(a), hereby certifies that to the best of the signatory's knowledge and information as of the date of this certification, all prior perfected liens on the above referenced vehicle that are known or reasonably ascertainable to the signatory have been paid and that the dealership, despite having used reasonable diligence, is unable to obtain the vehicle's Manufacturer's Certificate of Origin or Certificate of Title because the Manufacturer's Certificate of Origin or Certificate of Title has either: (i) not been delivered to the dealer; or (ii) been lost or misplaced.

The signatory below further certifies that the above referenced vehicle has been sold or leased to the person(s) listed on the bill of sale submitted with this MVR-6TT Title in Transit Application. The signatory below understands that the notation of security interest (if applicable) created by the submission of this form will automatically expire 60 days after the creation of the security interest and the buyer may elect to receive liquidated damages from the dealer, provided that a written request for those liquidated damages from the buyer is received within 10 days after the 60-day period.

I declare the foregoing certification is true and correct.

Signature of Dealer or Agent: \_\_\_\_\_ Dealer #: \_\_\_\_\_  
(Dealer Principal, General Manager, General Sales Manager, Other Manager, Controller, or Owner of the Dealership)

Printed Dealer Representative's Name: \_\_\_\_\_ Date: \_\_\_\_\_  
County: \_\_\_\_\_ State: \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing Dealer's Certification for the purpose stated therein and, in the capacity, indicated: \_\_\_\_\_  
(name(s) of principal(s)).

Notary Signature: \_\_\_\_\_ Notary Printed or Typed Name: \_\_\_\_\_  
(SEAL) My Commission Expires: \_\_\_\_\_

## NOTICE TO DEALER

This form is to be submitted to the Division with a copy of the bill of sale, only when the Manufacturer's Certificate of Origin or Certificate of Title is unavailable at the time of submission.

The dealer is required to subsequently deliver the Manufacturer's Certificate of Origin or Certificate of Title to the Division within 20 days of receipt of the title, but no later than 60 days following the later of the date of the sale or transfer of the vehicle or the date of the creation of a security interest in the vehicle pursuant to G.S. 20-58(b) and 20-72.1(a).

# VIN VERIFICATION

## SOLD UNIT

SOLD STOCK #:

SOLD VIN #:

SOLD MILES:

WHO IS GOING ON THE TITLE/REGISTRATION:

## TRADE #1

TRADE STOCK #:

TRADE VIN #:

TRADE MILES:

WHO IS GOING ON THE TITLE/REGISTRATION:

## TRADE #2

TRADE STOCK #:

TRADE VIN #:

TRADE MILES:

WHO IS GOING ON THE TITLE/REGISTRATION:

SALES PERSON (PRINT/SIGN):

SALES MANAGER (PRINT/SIGN):

FINANCE MANAGER (PRINT/SIGN):



## AUTOMOTIVE TRUTH IN LENDING DISCLOSURE

# CONDITIONAL DELIVERY AGREEMENT

## ARBITRATION CLAUSE

**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

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

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successor or assigns, which arise out of or relate to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 ([www.arb-forum.com](http://www.arb-forum.com)), the American Arbitration Association, 335 Madison Ave. Floor 10, New York, NY 10117-44505 ([www.adr.org](http://www.adr.org)), or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the seller of the vehicle is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$1500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's roles conflict with this clause, then the provisions of this clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for the party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. section 1 et. seq.) and not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction, may enter judgment on the arbitrator's award. This clause shall survive and termination, payoff or transfer of this contract. If any part of the Arbitration Clause, other than waivers of class actions rights, is deemed or found to be unenforceable, for any reason, the remainder shall remain enforceable.

**Signature of Buyer(s)**

**Signature of Seller(s)**

**Signature of Buyer(s)**

Date

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                    VEHICLE IDENTIFICATION NUMBER(VIN)

DEALER STOCK NUMBER (Optional)

## 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 \_\_\_ % of the labor \_\_\_ % 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:

MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on the vehicle. Consult the manufacturer's warranty booklet for details as to warranty coverage, service location, etc.

#### DURATION:

The dealership itself assumes no responsibility for any repairs, regardless of any oral statements about the vehicle. All warranty coverage comes from the unexpired manufacturer's warranty.

#### 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 more 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 information, including a list of major defects that may occur in use motor vehicles.

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 cause 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 case 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 straight line (DOT specs)  
Hoses damaged  
Drum or rotor too thin (Mfgr. 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 Convertor

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DEALER NAME

---

ADDRESS

---

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).

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

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Vehicle Buyers Signature

---

Date

# LAW 553-NC-ARB-eps 10/23

## RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE THIS IS A CONSUMER CREDIT DOCUMENT (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address)
Cell: Email:	Cell: Email:	

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased Personal, family, or household unless otherwise indicated below
				<input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/>

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. % \$	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you. \$	<b>Amount Financed</b> The amount of credit provided to you or on your behalf. \$	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled. \$	<b>Total Sale Price</b> The total cost of your purchase on credit, including your down payment of \$ _____ is \$ _____
<b>Your Payment Schedule Will Be:</b> (e) means an estimate				
Number of Payments	Amount of Payments	When Payments Are Due		
	\$	beginning _____		
	\$			
<p><b>Late Charge.</b> If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 18.00.</p> <p><b>Prepayment.</b> If you pay early, you will not have to pay a penalty.</p> <p><b>Security Interest.</b> You are giving a security interest in the vehicle being purchased.</p> <p><b>Additional Information:</b> See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.</p>				
<p><b>NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.</b></p> <p>The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.</p>				
<p><b>Returned Check Charge:</b> You agree to pay a charge of \$ 35.00 if any check you give us is dishonored.</p>				

**VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft, concealment, skip). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, **the cost of this insurance is \$ \_\_\_\_\_** and is also shown in item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

<p><b>OPTIONAL GAP CONTRACT.</b> A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.</p> <p>Term _____ Mos. _____ Name of Gap Contract _____</p> <p>I want to buy a gap contract.</p> <p>Buyer Signs X _____</p>		
<p><b>Agreement to Arbitrate:</b> By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.</p> <p>Buyer Signs X _____ Co-Buyer Signs X _____</p>		



## OTHER IMPORTANT AGREEMENTS

### 1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

### 2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**  
You give us a security interest in:
  - The vehicle and all parts or goods installed in it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.**  
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract.  
If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

### 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information during credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay attorney's fees and court costs, as the law allows. The maximum attorney's fee you will pay will be 15% of the amount you owe.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.  
We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate, before and after judgment, unless a lower rate is required by law.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

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**4. WARRANTIES SELLER DISCLAIMS**

Unless the Seller makes an express warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

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**5. Used Car Buyers Guide. 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.**

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

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**6. SERVICING AND COLLECTION CONTACTS**

In consideration of our extension of credit to you, you agree to provide us your contact information for our servicing and collection purposes. You agree that we may use this information to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you. You agree to allow our agents and service providers to contact you as agreed above.

You agree that you will, within a reasonable time, notify us of any change in your contact information.

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**7. APPLICABLE LAW**

Federal law and the law of the state of North Carolina apply to this contract.

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**8. NEGATIVE CREDIT REPORT NOTICE**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

### ARBITRATION PROVISION

#### PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

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

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this Vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator only on an individual basis and not as a plaintiff in a collective or representative action, or a class representative or member of a class on any class claim. The arbitrator may not preside over a consolidated, representative, class, collective, injunctive, or private attorney general action. You expressly waive any right you may have to arbitrate a consolidated, representative, class, collective, injunctive, or private attorney general action. You or we may choose the American Arbitration Association ([www.adr.org](http://www.adr.org)) or National Arbitration and Mediation ([www.namadr.com](http://www.namadr.com)) as the arbitration organization to conduct the arbitration. If you and we agree, you or we may choose a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. We will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee up to a maximum of \$5,000, unless the law or the rules of the chosen arbitration organization require us to pay more. You and we will pay the filing, administration, service, or case management fee and the arbitrator or hearing fee over \$5,000 in accordance with the rules and procedures of the chosen arbitration organization. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate any related or unrelated claims by filing any action in small claims court, or by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual or statutory public injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. You agree that you expressly waive any right you may have for a claim or dispute to be resolved on a class basis in court or in arbitration. If a court or arbitrator finds that this class arbitration waiver is unenforceable for any reason with respect to a claim or dispute in which class allegations have been made, the rest of this Arbitration Provision shall also be unenforceable.

***The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.***

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs **X** \_\_\_\_\_ Co-Buyer Signs **X** \_\_\_\_\_

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

**See the rest of this contract for other important agreements.**

**NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.**

**You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision above, before signing below. You confirm that you received a completely filled-in copy when you signed it.**

Buyer Signs **X** \_\_\_\_\_ Date \_\_\_\_\_ Co-Buyer Signs **X** \_\_\_\_\_ Date \_\_\_\_\_

Buyer Printed Name \_\_\_\_\_ Co-Buyer Printed Name \_\_\_\_\_

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name \_\_\_\_\_ Title \_\_\_\_\_

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here **X** \_\_\_\_\_ Address \_\_\_\_\_

Seller signs \_\_\_\_\_ Date \_\_\_\_\_ By **X** \_\_\_\_\_ Title \_\_\_\_\_

Seller assigns its interest in this contract to \_\_\_\_\_ (Assignee) under the terms of Seller's agreement(s) with Assignee.

Assigned with recourse       Assigned without recourse       Assigned with limited recourse

Seller \_\_\_\_\_

By **X** \_\_\_\_\_ Title \_\_\_\_\_

## INSURANCE COVERAGE ACKNOWLEDGEMENT

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)
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I understand that the Retail Installment Sales Contract or Lease Contract ("Finance 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 Finance Contract or the value of the vehicle and must be maintained for the entire term of the Finance Contract. I also understand that the holder of the Finance Contract must be named as the loss payee and that the failure to maintain said Insurance coverage may be an event of a default under the Finance Contract. In the event of a default, the holder of the Finance Contract may pursue all of the remedies provided by law and in the Finance 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: \_\_\_\_\_

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

By signing below, I acknowledge that I have read this Insurance Coverage Acknowledgment 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 insurance coverage for the vehicle.

Customer	Date	Authorized Dealership Representative	Date
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Customer	Date
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