



NISSAN
of CONCORD

967 Concord Parkway
Concord, NC 28027
(704) 788-2110
www.ModernAuto.com

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:	NO:	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: NEW <input type="checkbox"/> USED <input type="checkbox"/>				
YEAR	MAKE	MODEL	BODY STYLE:	PAYOFF
SERIAL NO.				GAP
STOCK NO.	COLOR:	MILES:	SERVICE CONTRACTS	
SLS MGR.:	BUS MGR.:	SERVICE CONTRACT TAX		
TRADE IN:				SUBTOTAL
YEAR #1:	MAKE:	MODEL:	MILES:	DOWN PAYMENT
SERIAL NO.	STOCK #:			REBATE
YEAR #1:	MAKE:	MODEL:	MILES:	BALANCE DUE
SERIAL NO.	STOCK #:			

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 of 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.