

VEHICLE PURCHASE AGREEMENT
THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER

Date:

NYC DCWP Lic. # _____

Buyer Name and Address	Co-Buyer Name and Address	Seller Name and Address
Email: Phone: Cell:	Email: Phone: Cell:	Seller Facility #: _____ <input type="checkbox"/> _____ is not a franchised dealership and does not represent a manufacturer. We are not authorized to perform recall or original factory warranty work. Salesperson: Deal Number:

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON ALL PAGES OF THIS AGREEMENT, THE FOLLOWING VEHICLE (READ ALL PAGES):

☐ NEW ☒ USED ☐ DEMONSTRATOR ☐ CAR ☐ TRUCK
☐ WHOLESALE VEHICLE ☐ JUNK VEHICLE

New Motor Vehicle Place of Delivery and Estimated Delivery Date. If the vehicle being purchased is a new motor vehicle,

the place of delivery is _____, and the estimated delivery date is _____.

If the automobile has not been delivered in accordance with the contract within thirty days following such estimated delivery date, the consumer has the right to cancel the contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.

Year	Make	Model	Type	Trim	Color	Mileage <input type="checkbox"/> True mileage is unknown	Stock #
						<input type="checkbox"/> Notice: If this box is checked the dealer has serviced, repaired or replaced the odometer.	

IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE, THE DEALER NAMED ABOVE CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDER, UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT THE TIME OF DELIVERY. THE DEALER NAMED ABOVE FURTHER CERTIFIES THAT THIS VEHICLE COMPLIES WITH THE INFLATABLE RESTRAINT SYSTEM REQUIREMENTS FOUND IN SECTION 419-A OF NEW YORK STATE VEHICLE AND TRAFFIC LAW.

Insurance Information. You have arranged the following insurance on the Vehicle:

Insurance Company _____

Agent _____

Policy Number _____

SPECIAL NOTICE TO CONSUMER
IF, UNDER THE LAW OF THE STATE OF NEW YORK CONTROLLING THE SALE OF USED MOTOR VEHICLES, YOU SHOULD BE ENTITLED TO A REFUND IN CONNECTION WITH THIS TRANSACTION, THE VALUE OF ANY VEHICLE YOU MAY HAVE TRADED-IN (IF THE SELLER CHOOSES NOT TO RETURN IT TO YOU) SHALL NOT BE THE VALUE LISTED IN THIS DOCUMENT. INSTEAD, THE VALUE WILL BE DETERMINED BASED ON THE NATIONAL AUTO DEALERS ASSOCIATION USED CAR GUIDE WHOLESALE VALUE OR OTHER GUIDE APPROVED BY THE COMMISSIONER OF MOTOR VEHICLES, AND ADJUSTED FOR MILEAGE, IMPROVEMENTS AND ANY MAJOR PHYSICAL OR MECHANICAL DEFECTS.

NYC Notices: If you are purchasing a used vehicle from a dealer in New York City the following applies to the sale:

1. **NYC DEPARTMENT OF CONSUMER AND WORKER PROTECTION**
LICENSE NO. _____

IF YOU HAVE A COMPLAINT ABOUT THIS BUSINESS VISIT NYC.GOV/DCWP OR CONTACT 311.

2. **Price.** The cash price for the Vehicle is shown above. All cash deposits or cash due on delivery as shown above, must be presented in the form of: cash _____, certified check _____ bank check _____ or _____.

3. **Cancellation Option.** This agreement incorporates the terms and conditions of the NYC Used Car Contract Cancellation Option provided to you in connection with your purchase of a used vehicle. If all or any part of the cash price is to be financed, see the separate financing contract for details regarding required payments and finance charges.

VIN _____	
ITEMIZATION OF PURCHASE	
Vehicle Price	\$ _____
Transportation (if not included in vehicle price)	N/A
	N/A
	N/A
Factory Installed Equipment	N/A
	N/A
	N/A
	N/A
	N/A
	N/A
	N/A
Dealer Installed Equipment and Services	N/A
	N/A
	N/A
	N/A
Other Charges	N/A
Service Contract	
GAP	
Lien	
Tag	
Transfer	
	N/A
Total Other Charges	\$ _____
Total Vehicle Price	\$ _____
Less Trade-In Credits *(Please see paragraph 3 on page 3 of this form)	
Trade Difference/Cash Price	
Taxes and Other Fees	
NYS and Local Sales Tax % \$	
License/Registration Fee Estimate	
Title Fee	

TRADE-IN RECORD 1				Inspection Fee		
YR.	MAKE	MODEL	TYPE	NYS DMV VERIFI Fee		N/A
COLOR		TRIM	MILEAGE			N/A
VIN		TRADE-IN ALLOWANCE		NY Waste Tire Management and Recycling Fee		N/A
TITLE NO.		PLATE NO.	EXP. DATE	Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE.*		
OWNER		ACCT. NO.		Total Price		\$
LIENHOLDER		PHONE		– Deposit Check <input type="checkbox"/> Cash <input type="checkbox"/> CC <input type="checkbox"/>		
ADDRESS		SPOKE WITH		– Manufacturer Rebate		0.00
PAYOFF AMOUNT		GOOD THROUGH	VERIFIED BY	– NYS EV Rebate		0.00
				+ Trade Payoff 1		
				+ Trade Payoff 2		N/A
						N/A
TRADE-IN RECORD 2				Cash Due on Delivery		\$ N/A
YR.	MAKE	MODEL	TYPE	Finance Amount		\$
COLOR		TRIM	MILEAGE	*The <i>optional</i> dealer registration or title application processing fee (\$175.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office. The annual fees to be assessed by the Department for cost of the plate are \$ _____.		
VIN		TRADE-IN ALLOWANCE		WARRANTY INFORMATION		
TITLE NO.		PLATE NO.	EXP. DATE	ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S. ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF ANY PRODUCTS.		
OWNER		ACCT. NO.		UNLESS DEALER MAKES A WRITTEN WARRANTY ON ITS OWN BEHALF OR ENTERS INTO A SERVICE CONTRACT WITHIN 90 DAYS OF THE SALE AND DELIVERY OF THE VEHICLE THAT IS REFERRED TO IN THIS DOCUMENT, THE DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED. THIS DISCLAIMER DOES NOT INVALIDATE OR LIMIT ANY IMPLIED WARRANTIES THAT ARE IMPOSED AS A MATTER OF LAW. FURTHER, THERE ARE AND WILL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE REQUIRED AND ARE MANDATORY UNDER LAW OR REGULATION. THIS PROVISION DOES NOT AFFECT ANY WARRANTIES COVERING THE VEHICLE THAT THE MANUFACTURER OR ANY SUPPLIER MAY PROVIDE.		
LIENHOLDER		PHONE		LIMITATION OF DAMAGES: DEALER SHALL NOT BE LIABLE TO BUYER FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR PUNITIVE DAMAGES. DEALER SHALL NOT BE RESPONSIBLE FOR THE LOSS OF OR DAMAGE TO BUYER'S PERSONAL PROPERTY LEFT IN THE VEHICLE OR IN BUYER'S TRADE-IN.		
ADDRESS		SPOKE WITH				
PAYOFF AMOUNT		GOOD THROUGH	VERIFIED BY			
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if the principal prior use of the vehicle was as a police vehicle, taxicab, driver education, rental vehicle, or if the vehicle was repurchased under New York "lemon laws" or returned for nonconformity of its warranty). The principal prior use of the vehicle was as: a police vehicle _____, a taxicab _____, a driver education vehicle _____, or a rental vehicle _____. Please see the attached _____ disclosure form if this vehicle was repurchased under New York lemon laws or the similar laws of another state or an arbitration or dispute procedure.						
THE AMOUNT INDICATED ON THIS SALES CONTRACT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.						
BUYER'S INITIALS: _____ CO-BUYER INITIALS: _____ DATE: _____						
New Motor Vehicle Price Disclosure. If the vehicle being purchased is a new motor vehicle, the price contained in this contract is the final contract price to which the parties have agreed, and no additional fee or charge may be imposed or collected.						
Agreement to Arbitrate						
This Agreement includes an Arbitration Provision that affects your rights. It provides that you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. By signing this Agreement to Arbitrate section, you confirm that you read, understand and agree to this Agreement's Arbitration Provision.						
Buyer Signs X _____ Co-Buyer Signs X _____						
For your protection, request a receipt for all payments you make.						
This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative.						
If Buyer is buying this Vehicle in a credit sale transaction evidenced by a retail installment sale contract, this Agreement is binding when the retail installment contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment contract executed by Buyer and Dealer based on this Agreement on the terms as submitted. See paragraph 10 on page 3 of this Agreement, which shall survive the termination of this agreement for any reason.						
Buyer agrees that this Agreement includes all of the terms and conditions on all pages hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, together with any retail installment sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement.						
Buyer, by signing this Agreement, acknowledges that Buyer has read and agrees to its terms and has received a true copy of this Agreement.						
BUYER SIGNS X _____ DATE _____						
CO-BUYER SIGNS X _____ DATE _____						
DEALER (Must Be Accepted By An Authorized Representative of the Dealer)						
X By: _____ Title: _____ DATE _____						

ADDITIONAL TERMS AND CONDITIONS

1. These definitions apply to this Agreement:

"Agreement" means this Vehicle Purchase Agreement.

"Buyer" means the party or parties executing this Agreement as such.

"Dealer" means the authorized Dealer named on pages 1 and 2 of this Agreement.

"Manufacturer" means the manufacturer of the Vehicle.

"Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Dealer.

"Vehicle" is the vehicle or chassis that is the subject of this Agreement.

2. The Manufacturer may change the design of any vehicle, chassis, accessories, or parts at any time without notice. The Manufacturer may also make the same or any similar change upon any vehicle, chassis, accessories, or parts already bought by or shipped to Dealer or being manufactured or sold in accordance with Dealer orders. If the Manufacturer makes such a change, Dealer has no obligation to Buyer to notify Buyer or make the same or any similar change in the Vehicle or its parts either before or after Dealer delivers the Vehicle to Buyer.
3. The Trade-in shall be appraised or re-appraised at the time it is delivered to Dealer. The appraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown in this Agreement, Buyer may cancel this Agreement. The agreed-upon trade-in credit may only change if there has been a material diminishment of value caused by physical damage, alteration or deterioration in mechanical condition other than normal wear and tear. Buyer must exercise Buyer's right to cancel upon a change in the appraised value before Dealer delivers the Vehicle to Buyer and Buyer surrenders the Trade-in to Dealer.
4. Buyer shall give Dealer satisfactory evidence of title to any Trade-in upon delivery to Dealer. Buyer warrants any Trade-in to be Buyer's property, free and clear of all liens and encumbrances unless otherwise noted in this Agreement, and that the Trade-in has never had a salvage or "branded" title, been reconstructed, rebuilt, flooded or had major mechanical damage that caused the reconstruction of the Trade-in. Buyer represents that the Trade-in's mileage shown in this Agreement is the actual mileage on the Trade-in. Buyer authorizes Dealer to rely on this representation in entering into this Agreement. If Buyer provides false information related to the Trade-in Buyer agrees to repurchase the Trade-in for the full allowance given to Buyer plus all costs incurred by Dealer in resolving the matter including but not limited to reconditioning costs, legal fees, court and collection costs.
5. Except as permitted under **Sections 2 or 3** 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 isn't liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond Dealer's control or without Dealer's fault or negligence.
6. The Vehicle price doesn't include sales taxes, use taxes or occupational taxes (federal, state or local) unless expressly so stated. Buyer agrees to pay, unless prohibited by law, any such taxes imposed on or that apply to the transaction reflected by this Agreement, regardless of who has primary liability for the tax.
7. If this Agreement shows a charge for credit insurance, this paragraph applies. The credit insurance provisions in any retail installment contract Buyer may sign related to this Agreement will apply. If such credit insurance is wholly or partially unavailable under the designated policy, Dealer will deduct the applicable part of the credit insurance charge shown in this Agreement and the related finance charge from the total time balance. If such credit insurance does not become effective, Dealer will notify Buyer. This Agreement and any related retail installment contract Buyer may sign shall otherwise remain fully effective, to the extent provided by applicable law.
8. Buyer agrees to sign such agreements or documents as Dealer may reasonably require to effect the terms and conditions of payment shown in this Agreement and to otherwise carry out the intent of this Agreement. You authorize us to correct any clerical errors or omissions in this Agreement or in any related document. You agree that you provided your true legal name and the address of your primary residence.
9. This Agreement is an agreement to buy the Vehicle. If there is a balance due, Buyer's obligation to buy and Dealer's obligation to sell the Vehicle are expressly conditioned upon Buyer obtaining financing for the balance due. Buyer has two business days from the date of this Agreement to obtain such financing. If Buyer pays Dealer with a check that is dishonored or unpaid for any reason, Dealer may, in its sole discretion, declare this Agreement null and void and retake the Vehicle and/or make claims against Buyer on the check. In addition, to the extent permitted by law, Buyer will pay Dealer a \$20 returned check charge to the extent permitted by law.
10. This paragraph applies if Buyer is buying the Vehicle from Dealer under the terms of a retail installment contract. Dealer agrees to deliver the Vehicle to Buyer on the date this Agreement is signed by Dealer and Buyer. Buyer understands that it may take a few days for Dealer to verify Buyer's credit and to obtain financing directly from the third party lender whose loan documents Dealer has had Buyer sign (the "Lender") or, if Buyer signed a retail installment sale contract with Dealer, to assign the retail installment contract to a third party financial institution. Buyer agrees that Dealer has 14 days after the date on which Buyer takes possession of the Vehicle to obtain financing from the Lender or to assign the retail installment sale contract. If Dealer is unable to obtain financing from the Lender, or to assign the retail installment sale contract to any one of the financial institutions with whom the Dealer regularly does business, within this period of time, Buyer or Dealer may cancel the sale of the Vehicle. If the sale is canceled, the Lender's loan documents or the retail installment sale contract Buyer has signed will be null and void and of no effect. This limited right to cancel will end at the earlier of (i) the date Dealer obtains financing from the Lender or assign the retail installment sale contract and (ii) 14 days after the date on which Buyer takes possession of the Vehicle. If Dealer does not obtain financing from the Lender or assign the retail installment sale contract within the time described above, and Buyer or Dealer cancel the sale as provided above, Buyer must return the Vehicle to Dealer immediately in the same condition as when sold, reasonable wear and tear excepted. Buyer agrees to pay Dealer

the fair market value of damage to, excessive wear and tear on or loss of the Vehicle occurring between the date Buyer takes possession of the Vehicle and the date Buyer returns the Vehicle to Dealer custody and to hold Dealer harmless from any expenses, costs and fees arising out of any act pertaining to the operation of the Vehicle while it is in Buyer's possession. If the Vehicle is immobilized or impounded while in Buyer's possession, Buyer agrees to do whatever is necessary to ensure the Vehicle's return to Dealer. If Buyer does not return the Vehicle immediately, Buyer will be liable for all expenses incurred by Dealer in taking the Vehicle from Buyer. If Buyer fails to return the Vehicle, Dealer may use any legal means to take it back. If, within 14 days of the date Buyer takes possession of the Vehicle, Dealer sends notice to Buyer by first class mail that financing is unavailable, Buyer is liable to Dealer for a reasonable charge per mile for the use of the Vehicle. If Buyer returns the Vehicle within five days of the mailing of the notice, Dealer may charge Buyer for miles driven during the first 14 days that Buyer had possession of the Vehicle. If Buyer does not return the Vehicle within five days of the mailing of the notice, Dealer may charge Buyer for all miles driven while Buyer has possession of the Vehicle. While the Vehicle is in Buyer's possession, all terms of this Agreement and the retail installment contract, including those relating to use of the Vehicle, shall be in full force, except that liability, collision, and comprehensive insurance on the Vehicle shall be provided by Dealer's insurance policy until this Agreement and the retail installment contract are no longer subject to rescission under this paragraph. Afterward, the Vehicle shall be covered by the Buyer's insurance policy. To the extent not prohibited by law, Buyer must pay all reasonable costs for repair of any damage to the Vehicle not covered by Dealer's insurance until the Vehicle is returned to Dealer.

11. Buyer may arrange financing through Dealer or a finance source of Buyer's choosing. Buyer may be able to obtain more favorable financing from a third party. Buyer understands the annual percentage rate (APR) quoted by Dealer may be negotiable. If this Agreement shows that any part of the transaction is to be financed, Dealer may assist in submitting credit applications to third parties, for which Buyer grants permission. Dealer will not lend Buyer money or finance this transaction regardless of any notation to the contrary on any document. No agent, employee or manager of Dealer may change this policy.
12. In the event that any of the terms and conditions of this Agreement other than those of paragraph 10, above, are inconsistent with the terms and conditions of any retail installment sales contract between Buyer and Dealer, the terms of such retail installment sales contract shall apply. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any provision hereof.
13. **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.
14. **IT IS BUYER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE.** Dealer may request insurance information from Buyer in order to register the Vehicle with the Division of Motor Vehicles (DMV) or for verifying insurance coverage. Dealer's request for insurance information does not constitute an agreement to transfer or obtain insurance coverage on the Vehicle. By signing this agreement, except as otherwise provided in paragraph 10 above, Buyer covenants and agrees that Buyer has obtained, or will obtain, before the Vehicle is driven by anyone, insurance on the Vehicle.
15. **EACH PARTY HERETO HEREBY IRREVOCABLY, AND UNCONDITIONALLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT RELATED HERETO.**
16. In consideration of our sale of the Vehicle 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.
17. To secure the punctual payment and performance of purchaser's obligations under this or any other Agreement with dealer, purchaser hereby grants to dealer or its assigns a security interest in the vehicle and the trade-in Together with all proceeds and products thereof.
18. This Agreement contains the entire agreement of the parties and may not be amended orally. New York law shall govern the interpretation and enforcement of this Agreement. This Agreement may not be assigned by Buyer without Dealer's prior written consent.
19. **Miscellaneous Issues:** * The agreed upon trade-in allowance(s) indicated in this Agreement may not necessarily represent the actual cash value. * Seller will maintain a security interest in the Vehicle being sold and the Buyer grants Dealer a security interest in the trade-in(s) until the total amount due has been paid to Dealer. * Buyer may not assign this Purchase Agreement without the written consent of Dealer. * Buyer acknowledges that this transaction occurred in the state of New York and New York law will control in any disputes regarding this Agreement. * Buyer agrees that he will not export this Vehicle and that it is intended for use in the United States.
20. **A BRANDED VEHICLE IS ONE THAT STATES ON THE CERTIFICATE OF TITLE ONE OF THE FOLLOWING BRANDS (RECONSTRUCTED, NON-USA-STD., EXCEEDS MECHANICAL LIMITS, NOT ACTUAL MILEAGE OR WARRANTY NON-CONFORMITY); SUCH BRANDED TITLES AFFECT THE TRADE-IN PRICE OR THE ACCEPTANCE OF THE VEHICLE AS A TRADE-IN. I HEREBY STATE THAT THE INFORMATION ON PAGE 2 OF THIS AGREEMENT REGARDING TRADE-IN VEHICLE IS ACCURATE.**
21. **NYS EV Rebate (when applicable):** I agree to reimburse the dealer the full amount of the rebate if it is discovered that I provided false or inaccurate information that results in the application being denied.

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 Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) 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) or National Arbitration and Mediation (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/Dealer 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 Agreement. 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.