

## CONDITIONAL (SPOT) DELIVERY AGREEMENT

Dealership Name: \_\_\_\_\_

Customer Name(s): \_\_\_\_\_

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

Telephone (1): \_\_\_\_\_ Telephone (2): \_\_\_\_\_

Vehicle Description: \_\_\_\_\_

Year

Make

Model

Vehicle Identification Number (VIN)

I have agreed to purchase the vehicle pursuant to the terms of the Retail Purchase Agreement and the Retail Installment Sales Contract/Finance Contract ("Contract") that I have signed and the Dealership has agreed to deliver the vehicle to me on the date of the Contract. The Dealership has advised me, however, that it will not loan me money for the purchase of the vehicle and that this transaction is conditioned upon final financing approval by a third party lender ("lender"). "Final financing approval" means that financing has been obtained directly from a lender or the Contract has been assigned to and accepted by a lender in writing, you have complied with any stipulations, and payment has been received from the lender. In consideration of the Dealership delivering the vehicle to me today, I have agreed to amend the Retail Purchase Agreement and Contract to add and incorporate the provisions below; these documents shall be read together and recognized as being part of one transaction for the acquisition of the vehicle.

1. I agree that the Dealership and lender may rely on any representation made by me in connection with the Retail Purchase Agreement, the Contract, and the credit application. I further agree that if a lender requires additional information from me to verify my creditworthiness, I will immediately comply with such request(s).

2. I agree that the Dealership shall try to obtain final financing approval from a lender with whom it regularly does business and on terms acceptable to the Dealership. I understand that I am responsible for any payments which are due, or that become due, on my trade-in vehicle during this period of time. If final financing approval cannot be obtained on the exact terms agreed upon in the Contract within \_\_\_\_\_ days, the Contract may be cancelled by the Dealership or me. I understand that the Dealership is not responsible for the actions or decisions of the lender.

3. This Agreement only permits me or the Dealership to cancel the Contract if final financing approval cannot be obtained at the agreed upon terms. The Dealership may also cancel the Contract if I fail to make any payment due to the Dealership, any payment is not honored by the institution upon which it was drawn, or if I fail to provide accurate and complete information regarding my creditworthiness. I understand that neither I nor the Dealership may cancel the Contract after final financing approval is obtained from a lender, and/or the Dealership has received in cash the full amount of the unpaid balance due.

4. The Dealership will notify me if financing is not approved by a lender, or if any payment due to the Dealership was not received or honored, and the Dealership elects to cancel the Contract. Such notice will be given in writing or in any other manner in which actual notice is provided to me. I agree that I will return the vehicle to the Dealership in the same condition it was in when it left the Dealership, normal wear and tear excepted, within 48 hours after receiving such notice. I agree that if I do not promptly return the vehicle, the Dealership may repossess the vehicle from me wherever it may be found, without my knowledge or consent, and I will pay all expenses, fees and costs (including reasonable attorneys fees) incurred by the Dealership. Until final acceptance by a lender, I hereby grant the Dealership a security interest in the vehicle under the Uniform Commercial Code to secure my obligations as set forth herein and the Dealership will have all remedies of a secured party under the Uniform Commercial Code.

5. Upon return of the vehicle to the Dealership, the Dealership will refund any payments made by me, less any amounts I owe to the Dealership pursuant to this Agreement and the Retail Purchase Agreement. The Dealership will also return my trade-in vehicle, if any, to me or, if my trade-in vehicle has already been sold, the Dealership will return the agreed upon trade-in allowance less the balance owed to the lienholder, if it has already been paid by the Dealership. I am responsible for reimbursing the Dealership for any amounts paid on my behalf to the lienholder on my trade-in vehicle. I will pay any amounts due to the Dealership upon my return of the vehicle.

6. I have a valid driver's license to operate the vehicle, I will maintain full insurance coverage on the vehicle, and I will not permit anyone who does not have a valid driver's license to operate the vehicle. I understand that while the vehicle is in my possession I assume all risk of loss or damage to the vehicle or other property and for any personal injuries that occur while the vehicle is in my possession. I will indemnify and hold harmless the Dealership from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses arising out of my use, possession and control of the vehicle. If the vehicle is immobilized or impounded while in my possession, I agree to do whatever is necessary to ensure the vehicle's return to the Dealership.

**By signing below, I acknowledge that I have read this Agreement and I fully understand and agree to be bound by the terms and conditions set forth herein. This Agreement is incorporated by reference into the Retail Purchase Agreement and the Contract (to the extent permitted by law). The terms shall be construed together to the extent possible. If there is any inconsistency or ambiguity between the terms or conditions set forth in this Agreement and those of the Contract, such that they cannot be read together, then the terms and conditions of the Contract shall control.**

Customer \_\_\_\_\_ Date \_\_\_\_\_

Authorized Dealership Representative \_\_\_\_\_ Date \_\_\_\_\_

Customer \_\_\_\_\_ Date \_\_\_\_\_

DealerCAP

CATALOG #8963017

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