

## AGREEMENT NOT TO EXPORT VEHICLE OUTSIDE THE UNITED STATES

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

Vehicle Description: \_\_\_\_\_  
Year Make Model VIN

By signing below, I hereby acknowledge that the Dealership has advised me that it is authorized to sell/lease new motor vehicles only to customers who are located in and who intend to use the Vehicle in the United States. I have further been advised that the Dealership has entered into an agreement with the Manufacturer of the above-described Vehicle ("Vehicle") that I am purchasing/leasing and that the Manufacturer will assess charges against the Dealership if the Vehicle is sold or exported outside of the United States within \_\_\_\_\_ year(s) of the Date of this Agreement.

In consideration of the Dealership selling/leasing the Vehicle to me, I hereby represent, warrant and affirm that:

1. The Vehicle is being purchased/leased for personal and/or business use within the United States and is not intended for resale or export outside the United States or for sale or transfer to any party with such intention.
2. The Vehicle will not be exported outside the United States or transferred to any other party for export outside of the United States, either directly or indirectly, for a period of \_\_\_\_\_ year(s).

Regardless of who causes the export of the vehicle, if the Vehicle is exported outside the United States within the stated time period, I agree to pay to the Dealership the sum of \$ \_\_\_\_\_ as liquidated damages. I further agree to pay to the Dealership any and all expenses, damages, losses, fines, penalties and/or other liabilities which exceed the above-stated liquidated damages amount and are incurred by or imposed upon the Dealership under its Franchise Dealer Agreement with the Manufacturer or by any Federal, state or local government, law enforcement or regulatory agency.

I will also defend, indemnify and hold the Dealership harmless from and against any and all claims, damages, losses, and expenses, including but not limited to attorney fees and costs, incurred by the Dealership arising out of any breach or violation of the representations, warranties and promises made by me in this Agreement and/or to enforce any provision or rights under this Agreement.

I further agree that if I violate or threaten to violate the terms of this Agreement and/or otherwise act in a manner that is contrary to the representations contained herein, the Dealership shall be entitled to injunctive relief to prevent my violation hereof.

DO NOT SIGN BELOW UNLESS YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT.

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

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

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

NOTICE: If you sell this Vehicle, you may want to require the purchaser to agree to the terms of this Agreement. YOU will be responsible to the Dealership for the damages described above if the Vehicle is exported outside the United States during the stated time period.