

TRADE-IN VEHICLE AFFIDAVIT

Customer Name(s): _____ Date: _____

Telephone (1): _____ Telephone (2): _____

Trade-In Vehicle: _____

Year	Make	Model	Vehicle Identification Number (VIN)	
Body Type	License No.	Sticker No.	State	Year

The undersigned Customer(s) (hereinafter collectively "Customer") have entered into an agreement with the Dealership for the purchase or lease of a vehicle and, as part of that transaction, have traded in the Trade-In Vehicle described above. Customer acknowledges that the Dealership has not had the opportunity to examine the current or former Certificate(s) of Title to the Trade-In Vehicle and that the Dealership is relying upon the information provided by Customer regarding the Trade-In Vehicle's condition, prior use, title history, prior damage and lienholders in accepting the Trade-In Vehicle.

In consideration of the Dealership accepting the Trade-In Vehicle at this time, Customer represents and warrants as follows:

1. I have the right to sell or otherwise convey the Trade-In Vehicle and the Trade-In Vehicle (a) is properly titled to me; (b) is free and clear of liens or encumbrances, except as may be noted on the Retail Purchase/Lease Agreement and/or the Authorization to Release Payoff Information; and (c) no other individual or entity is listed as an owner on the title. _____
Initial
2. I will provide a Certificate of Title or documents sufficient to enable the Dealership to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. I acknowledge that I have given the Dealership a power of attorney to transfer my Trade-In Vehicle. I agree to deliver the original or a duplicate title to my Trade-In Vehicle to the Dealership within three (3) business days of today, except in cases involving a payoff. I agree to pay on demand any and all costs incurred by the Dealership for the issuance of a duplicate title to my Trade-In Vehicle should I fail to deliver the original or a duplicate title within the three (3) business day period. _____
Initial
3. Unless I have disclosed otherwise on the Retail Purchase/Lease Agreement, the Trade-In Vehicle has never been titled as, declared, or reported as a stolen, salvage, junk, reconstructed, rebuilt, rebuilt from salvage, nonrepairable, flood, lemon buyback vehicle, or any other title brand. If the Trade-In Vehicle has any title brand, I will provide the Dealership with a completed **Colorado Department of Revenue Branded Title Disclosure Statement (DR2710)** and any other forms and/or documents as may be required by applicable state law. _____
Initial
4. Unless I have disclosed otherwise on the Retail Purchase/Lease Agreement, the Trade-In Vehicle (a) has never been used as a rental, police or law enforcement, taxi, public transportation network (e.g. Uber or Lyft), or carshare (e.g. Turo) vehicle; (b) has never been involved in an accident and has never incurred damage as a result of an accident, flood, fire, or hail; (c) has never incurred any frame or body damage or had paint work done; (d) is equipped with all necessary emission control equipment and such equipment has not been modified and is in satisfactory working order; (e) has the same equipment as it did at the time of the Dealership's appraisal; and (f) all airbags are of original equipment and have never been deployed. _____
Initial
5. Unless I have disclosed otherwise on the Retail Purchase/Lease Agreement, the odometer is functional and accurate and has not been repaired, replaced, or disconnected, and the odometer reading is accurate. _____
Initial

Customer understands that if any of the representations and warranties made in this written Trade-In Vehicle Affidavit (or any other documents wherein information is requested/provided about the Trade-In Vehicle) are false or inaccurate in any way, the Dealership may elect at its sole discretion: (1) To reappraise or return the Trade-In Vehicle to Customer. If the Dealership elects to reappraise the Trade-In Vehicle, Customer agrees to pay to the Dealership the difference between the agreed upon Trade-In Allowance and the reappraised value of the Trade-In Vehicle (which shall be determined based upon the condition of the Trade-In Vehicle prior to any repairs, preparation, or reconditioning performed by the Dealership in preparation for resale). If the Dealership elects to return the Trade-In Vehicle to Customer, Customer agrees to pay to the Dealership the original Trade-In Allowance, plus any reasonable repair costs and expenses incurred by the Dealership in connection with preparing or reconditioning the Trade-In Vehicle for resale and the amount of any lien balances or other amounts paid by the Dealership to obtain a clean title to the Trade-In Vehicle; OR (2) If the Trade-In Vehicle has already been sold by the Dealership, Customer agrees to pay any actual, consequential, or incidental damages and costs (including reasonable attorneys' fees) incurred by the Dealership. Any remedies available to the Dealership shall be in addition to, and not in lieu of, any other remedies available at law or equity.

Please read this Trade-In Vehicle Affidavit very carefully. By signing below, you are agreeing that the representations and warranties made by you regarding your Trade-In Vehicle are complete, truthful and accurate, and you are agreeing to be liable for any false, misleading, or inaccurate statements.

Customer	Date	Authorized Dealership Representative	Date
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Customer/Co-Signer	Date
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