

## RETAIL PURCHASE AGREEMENT

Deal Number:\_\_\_\_\_

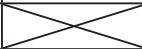
Purchaser's Name(s): \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ County: \_\_\_\_\_

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

E-mail:\_\_\_\_\_ D.L./State I.D.#:\_\_\_\_\_ Issuing State:\_\_\_\_\_ Exp. Date:\_\_\_\_\_

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR		MAKE		MODEL		COLOR		STOCK NO.			
VIN/SERIAL NO.				ODOMETER READING <input type="checkbox"/> Not Accurate			SALESPERSON				
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> PREVIOUSLY LEASED <input type="checkbox"/> EXECUTIVE VEHICLE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER									
WARRANTY STATEMENT						CASH PRICE OF VEHICLE					
<p>We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. All warranties, if any, by a manufacturer or supplier other than our Dealership are theirs, <u>not</u> ours, and only such manufacturer or other supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.</p> <p><b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> 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. <u>Traducción española: Vea Párrafo 19.</u></p> <p><input type="checkbox"/> <b>Used Vehicle Limited Warranty Applies.</b> We are providing a <b>Used Vehicle Limited Warranty</b> in connection with this transaction. Any implied warranties are limited in duration to the term of the Limited Warranty.</p>						OPTIONAL ACCESSORIES/SERVICES					
TRADE-IN VEHICLE INFORMATION						TOTAL SELLING PRICE					
Year:		Make:		Model:		Color:		LESS: TRADE-IN ALLOWANCE			
VIN/Serial No:				Odometer Reading: <input type="checkbox"/> Not Accurate		PLUS: PREDELIVERY SERVICE CHARGE*					
Trade-In Allowance:				Balance Owed & Lienholder:		<input type="checkbox"/> ELECTRONIC REGISTRATION FILING FEE*					
<p>You agree that the Representations Regarding the Trade-In Vehicle in Paragraph 7 are true and correct. You further agree that the Dealership may immediately sell the Trade-In Vehicle even if it is sold prior to final financing approval by, or assignment of the Retail Installment Sale Contract to a financial institution.</p> <p><input type="checkbox"/> THE BALANCE OWED TO THE LIENHOLDER ON YOUR TRADE-IN VEHICLE IS ONLY AN ESTIMATE. WE HAVE NOT BEEN ABLE TO CONFIRM THE EXACT PAYOFF AMOUNT AS OF THE DATE OF THIS AGREEMENT. PLEASE READ PARAGRAPH 9 BEFORE YOU SIGN BELOW.</p> <p>X _____ X _____</p>						<input type="checkbox"/> BATTERY FEE/ <input type="checkbox"/> TIRE FEE					
						<input type="checkbox"/> NEW VEHICLE LEMON LAW FEE					
<p><input type="checkbox"/> <b>OPTIONAL ACCESSORIES/SERVICES:</b> You have elected to purchase optional accessories and/or services. The purchase of these accessories/services is not required by Dealer.</p> <p>*This charge represents costs and profits to the Dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.</p> <p>**The Deposit/Down Payment received from you is <u>not refundable</u>, except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will refrain from selling the Vehicle for _____ days.</p> <p>X _____ X _____</p>						SUBTOTAL					
						SALES TAX @ _____ %					
<p><b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b></p> <p><input type="checkbox"/> PLEASE SEE THE DELIVERY CONFIRMATION <input type="checkbox"/> PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT [Seller's Right to Cancel]</p>						COUNTY TAX					
						OTHER TAX					
						REGISTRATION AND TITLING FEES					
						PLUS: BALANCE OWED ON TRADE-IN					
						TOTAL AMOUNT DUE					
						LESS DEPOSIT/DOWN PAYMENT**					
						LESS REBATE					
						UNPAID BALANCE DUE					
						LESS CASH DUE AT DELIVERY					
						AMOUNT TO BE FINANCED (See Paragraphs 16, 21, and 22)					
<p><b>Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim; the amount of damages; and copies of any documents in the possession of the consumer which relate to the claim. Such notice must be delivered by the United States Postal Service or by a nationally recognized carrier, return receipt requested, to the address where the subject vehicle was purchased or leased or where the subject transaction occurred, or an address at which the dealer regularly conducts business.</b></p> <p>X _____ X _____</p>											

**Waiver of Jury Trial:** To the extent permitted by law, the Dealership and each Purchaser knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in any litigation based upon or arising out of this Agreement, any document related to this transaction, or any course of conduct, dealing, statements (whether oral or written), or any act of the Dealership or Purchaser(s). I have read and accept all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser \_\_\_\_\_

Accepted by Authorized Dealership Representative

Purchaser \_\_\_\_\_



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ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

Initial

1.

**Terms Used In This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:

  - Agreement** - Means all of the pages of this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself.
  - You, Your** - Means the Purchaser(s) identified in this Agreement.
  - We, Us, Our, Seller** - Means the Dealership that is identified in this Agreement and its Authorized Representatives.
  - Manufacturer** - Means the company that manufactured the Vehicle.
  - Vehicle** - Means the Vehicle that you are purchasing from us as described in this Agreement.
  - Trade-In Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.

2.

**Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if: the Trade-In Vehicle is reappraised; new equipment is required by state or federal law; price protection is not provided by the manufacturer, importer, or distributor; the price increase is caused by the revaluation of the United States dollar by the Federal Government (in the case of a foreign-made vehicle); or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

3.

**Manufacturer's Design Changes:** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.

4.

**Your Representations and Warranties:** You represent, warrant and affirm to us that (a) You **are not purchasing a new Vehicle for resale or export** within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You confirm that we are relying on this representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if we suffer any loss or harm as a result of your breach of this provision, you agree to indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Deposit/Down Payment and any amounts due to us have been paid in full, any check or other payment instrument given to us or any electronic payment you make will be honored, and that no part of the Deposit/Down Payment has been loaned to you by us or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) you are who you have represented yourself to be and you have purchased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to us.

5.

**Delivery: You agree to accept delivery of the Vehicle as ordered within 48 hours after notification that the Vehicle is ready for delivery.**

6.

**Cash Transaction:** In the case of a cash transaction, or if financing is being obtained by you through a credit source of your choice, title to the Vehicle shall not pass to you until we have received the full amount of the Unpaid Balance Due. If, however, we elect in our sole discretion to pass title to the Vehicle to you prior to receipt of the total Unpaid Balance Due, the passing of such title shall not relieve you of your obligation to pay in full the Unpaid Balance Due.

7.

**Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, reconstructed, rebuilt, flood, or lemon buyback vehicle and has not been designated, licensed, registered, or used as a "taxicab", "police vehicle", "lease vehicle", or "nonconforming vehicle", as defined in Section 319.14, Florida Statutes, unless specifically disclosed by you; that you have the right to sell or otherwise convey such Trade-In Vehicle; that such Trade-In Vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; that all emission control equipment is on the Trade-In Vehicle, appears properly connected and undamaged, and is in satisfactory working order; the chassis has not been welded or rebuilt; the engine block is not welded or cracked; the seatbelts and/or airbags have not been removed or disabled and all airbags in the Trade-In Vehicle are of original equipment and have never been deployed; any prior damage, paint work, modifications, and any mechanical defects have been disclosed; and, unless you have told us otherwise, that you have not removed equipment from the Trade-In Vehicle subsequent to our appraisal and that the odometer reading shown is accurate.

8.

**Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

9.

**Balance Owed On Trade-In Vehicle:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us within 48 hours of our demand. If you fail to do so, we will place a lien on the Vehicle. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.

10.

**Our Right to Cancel this Agreement:** We may cancel this Agreement subject to Paragraph 21 below or if we cannot deliver the Vehicle on the date specified.

11.

**Remedies Upon Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle in accordance with this Agreement if the failure is caused by the manufacturer, an accident, fire, act of nature or any other cause beyond our control. If this Agreement is cancelled (1) pursuant to Paragraphs 2 or 8; (2) because we cannot deliver the Vehicle on the date specified; or (3) before this Agreement is signed by an Authorized Representative of the Dealership, your Deposit/Down Payment and any consideration received by us will be returned to you if the Vehicle is returned to the Dealership in the same condition as delivered to Purchaser, normal wear and tear excepted, within 24 hours of receiving written or oral notice from the Dealership. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle shall be returned to you. If you have given us permission to sell your Trade-In Vehicle and we have sold the Trade-In Vehicle prior to your cancellation, you will be paid the agreed upon Trade-In Allowance, less the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. Purchaser is responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of his/her use, possession and control of the Vehicle. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.

12.

**Purchaser's Default and Dealership's Remedies:** In the event of any failure by you to perform your obligations under this Agreement or any breach by you of a representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including (if permitted by law): (1) cancel this Retail Purchase Agreement; (2) repossess the Vehicle without notice; (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash Deposit/Down Payment made by you; and/or (6) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, sell such Trade-In Vehicle and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default or place a lien on the Trade-In Vehicle if we return it to you. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. We shall further be entitled to recover from you for an event of default any costs incurred by us for repossession/collection, reasonable interest, plus reasonable attorney's fees. Any remedies in this Paragraph 12 shall be in addition to, and not in lieu of, any other remedies available under the Retail Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe us less, then we will pay the difference to you.

13.

**Security Agreement:** If you do not make payment in full for the Vehicle in cash, trade-in or funds from a lender, 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 the State of Florida and the Uniform Commercial Code, including all rights of repossession, 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 lender if the vehicle is being purchased on credit.

14.

**Taxes:** The price for the Vehicle specified on the face of this Agreement includes reimbursement for federal excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated, you assume and agree to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Agreement, regardless of which party may have the primary tax liability.

15.

**Optional Products and Lending Sources:** We offer optional dealer-installed equipment or optional services or products from various suppliers. The amount charged for such equipment, services or products may be greater than our cost and/or we may receive a commission or other payment from suppliers in connection with such sales. You are not required to purchase any other goods or services from us, nor are you required to finance any amounts due under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the Lender. No insurance coverage is provided under this Agreement.

16.

**Dealer Assisted Financing:** If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender. We do not make any representations or warranties regarding whether you obtained the best rate or could have obtained a better rate from us or a third party.

17.

**GOVERNING LAW AND VENUE:** THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA. THE PROPER VENUE FOR ALL ACTIONS ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE THE COUNTY WHERE THE DEALERSHIP IS LOCATED.

18.

**LIMIT ON DAMAGES:** TO THE EXTENT PERMITTED BY FLORIDA LAW, PURCHASER EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

19.

**CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) SPANISH TRANSLATION:** Guía para compradores de vehículos usados. La información que aparece en la ventanilla de este vehículo forma parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier provisión que establezca lo contrario y que aparezca en el contrato de venta.

20.

**Entire Agreement and Signing Other Documents:** This Agreement is not binding unless signed by an Authorized Dealership Representative. This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire Agreement affecting this transaction. No other Agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.
21.

**Conditional (Spot) Deliveries:** If you have entered into a Conditional Delivery Agreement [Seller's Right to Cancel], the sale of the Vehicle is conditioned on final sale approval of financing by or assignment of the Retail Installment Sale Contract to a financial institution. If final financing approval is not obtained and/or the Retail Installment Sale Contract cannot be assigned, the Dealership may cancel the Retail Installment Sale Contract in accordance with this Agreement, the Conditional Delivery Agreement [Seller's Right to Cancel], and the Retail Installment Sale Contract.
22.

**Sales Documents Survive the Retail Installment Sale Contract:** If you and we enter into a Retail Installment Sale Contract (RISC) relating to the financed purchase of this Vehicle, you acknowledge that you signed this Agreement and many other documents and agreements in connection with the sale, which may have included (but are not limited to): a conditional delivery/bailment/spot delivery agreement, arbitration agreement, odometer statement, insurance related documents, credit application, title application, power of attorney, trade-in documents, service contracts, and debt cancellation or payment agreements (all of which are collectively referred to as "Sale Documents"). Notwithstanding any provision in the RISC, the parties agree that: a) the RISC and the Sale Documents are part of one transaction for Purchaser's acquisition of the Vehicle and are intended to be read together; b) that the Sale Documents are not superseded by the RISC; c) certain aspects of Purchaser's acquisition of the Vehicle are addressed by the Sale Documents and not the RISC; d) to the extent of any conflict between the Sale Documents and the RISC, other than as to Truth In Lending disclosures and Purchaser's repayment obligations, the Sale Documents control as to the Dealership and the customer; e) while all Truth in Lending disclosures are contained in the RISC, the Sale Documents may contain conditions (precedent or subsequent) that may trigger the termination of the RISC; and f) the execution of the RISC and/or termination of the RISC as a result of the failure of any such condition, or as otherwise may be provided in writing and signed by the parties, does not nullify the Sale Documents.
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- CATALOG #8964031
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