

SELLER/DEALER:

MOTOR VEHICLE CONTRACT OF SALE

DATE OF SALE:

PURCHASER'S NAME _____

STREET ADDRESS _____

CITY _____ COUNTY _____ STATE _____ ZIP CODE _____

RES. PHONE _____

BUS. PHONE _____

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES	BODY TYPE	CYL	COLOR
V.I.N.				ODOMETER	STOCK NO.	DEL. DATE	SALESPERSON	

PURCHASE PRICE AND OTHER SUMS DUE

1. CASH PRICE OF VEHICLE	
2. ACCESSORIES/OPTIONS	
3.	
4.	
5.	
6. TOTAL CASH PRICE (add lines 1-5)	
7. MFR. REBATE \$	
8. PORTION/REBATE APPLIED TO PURCHASE	()
9. SUBTOTAL	(lines 6 through 8)

TRADE-IN AND/OR OTHER CREDITS

YEAR/MAKE	ODOMETER
SERIES	BODY TYPE
V.I.N.	
*BALANCE OWED ON TRADE-IN:	
BALANCE OWED TO:	
ADDRESS:	
PAYOUT	GOOD
VERIFIED BY:	UNTIL:
DATE OF VERIFICATION	ACC.#:

•WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE: Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.	
10. TRADE-IN ALLOWANCE	
11. BALANCE OWED ON TRADE-IN*	
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)	
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 9)	
14. TOTAL CREDITS (total lines 12 & 13)	
15. SUB-TOTAL FROM LINE 9	
16. SERVICE CONTRACT	
17. DEALER DOCUMENTARY SERVICE FEE	
18.	
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)	
20. TRADE ALLOWANCE (line 10)	
21. NET TAXABLE AMOUNT (line 19 minus line 20) \$	
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"	
23. LICENSE AND REGISTRATION FEES	
24. FEES: AGE BASED/PROPERTY ASSESSMENT	
25. STATE INSPECTION/EMISSIONS TEST	
26. STATE WASTE TIRE RECYCLING FEE	
27.	
28.	
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)	
30. TOTAL CREDITS (line 14) ()	
31. BALANCE DUE (total line 29 minus 30) DAY MONTH YEAR	

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN

Title (if not, explain): _____

REGISTRATION POWER OF ATTORNEY ODOMETER STATEMENT TRADE-IN APPRAISAL AUTHORIZATION FOR PAYOFF MANUFACTURED OUT OF COUNTRY

NOTICE ONLY TO BUYERS OF USED VEHICLES

The information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

I HAVE RECEIVED A COPY OF THE FTC CAR BUYERS GUIDE.

X _____

FINANCING DISCLOSURE

INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged. If Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE STATE CODE MANDATED AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN THE SELLER AND PURCHASER.

PURCHASER AGREES TO ARRANGE FINANCING

"(A)" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWLEDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPONSIBILITY OF THE PURCHASER.

SIGNATURE
OF PURCHASER

SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

"(B)" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:

INTEREST RATE BETWEEN % AND % PER ANNUM, TERM BETWEEN MONTHS AND MONTHS. MONTHLY PAYMENTS BETWEEN \$ PER MONTH AND \$ PER MONTH BASED ON A DOWN PAYMENT OF \$.

IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE, MAIL NOTICE TO THE PURCHASER THAT HE/SHE HAS NOT BEEN ABLE TO ARRANGE FINANCING. PURCHASER THEN HAS 14 DAYS FROM DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE, PURSUANT TO SECTION 41-3-401.

IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:

- (1) RETURN TO SELLER THE MOTOR VEHICLE PURCHASED;
- (2) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND
- (3) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.

IN RETURN, SELLER SHALL GIVE BACK TO THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE PURCHASER, INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN. IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE.

IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:(a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS: (b) THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER; AND (c) IF FINANCING IS NECESSARY FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THE CONTRACT OF SALE, THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.

SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING. THE DEALERSHIP MAY OR MAY NOT RECEIVE INCOME FOR ARRANGING FINANCING.

SIGNATURE
OF PURCHASER

SIGNATURE
OF SELLER

OTHER TERMS AGREED TO: NONE AS FOLLOWS

Purchaser has arranged insurance on vehicle through _____ insurance company. Policy # _____.

As is stated on the reversed side of this document, unless Seller has given to Purchaser an Express Warranty in writing, Seller makes no Warranty, express or implied, with respect to the merchantability, fitness for particular purpose, or otherwise concerning the vehicle, parts or accessories described herein. Unless otherwise indicated in writing, any warranty is limited to that provided by the manufacturer, if any, as explained and conditioned by Paragraph 4 on the reverse side hereof.

Purchaser agrees that this contract includes all the terms, conditions and warranties of this agreement including those that appear on the reverse side hereof, including the terms of the disclosures incorporated by reference into this agreement, and cancels and supersedes any prior agreement as of the date hereof relating to the subject matters covered hereby. PURCHASER BY HIS/HER EXECUTION OF THIS AGREEMENT ACKNOWLEDGES THAT HE/SHE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT.

This agreement shall not become binding until accepted by an Authorized Representative of the Dealership.

PURCHASER AGREES THAT NO RETURNS, REFUNDS, OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

SIGNATURE
OF PURCHASER _____ DATE _____ VEHICLE TO BE
TITLE IN NAME OF _____

SIGNATURE
OF CO-PURCHASER _____ DATE _____ SIGNATURE
OF SELLER _____ DATE _____

CONDITIONS AND WARRANTIES

IT IS FURTHER UNDERSTOOD AND MUTUALLY AGREED:

The agreement on the reverse side hereof is subject to the following terms, conditions, and warranties made by Purchaser, which have been mutually agreed upon:

1. Purchaser agrees to deliver the original bill of sale or trade in agreement, title and related title documents, and any other documents as determined by the dealer to any used vehicle traded herein along with the delivery of such vehicle in the same condition and containing the same equipment as when appraised reasonable wear and tear expected, and Purchaser warrants such used vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted on the reverse side hereof.
2. If the Purchaser does not pay the "BALANCE DUE" by the date indicated on the reverse side hereof, then the Seller may set off against it's damages any cash deposit or down payment received from the Purchaser. In the event a used vehicle has been taken in trade, Purchaser authorizes Seller to sell the used vehicle, and Seller shall be entitled to reimburse itself out of the proceeds of such sale for its expenses and losses incurred or suffered as the result of Purchaser's failure to complete the purchase.
3. Seller shall not be liable for delays or damages caused by the manufacturer, accidents, sureties, fires, or other causes beyond the control of the Seller.
4. **NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER SELLER OR THE MANUFACTURER OF THE NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER, EXCEPTING ONLY THE CURRENT PRINTED WARRANTY APPLICABLE TO SUCH VEHICLE OR VEHICLE CHASSIS, WHICH WARRANTY IS INCORPORATED HEREIN AND MADE A PART HEREOF AND A COPY OF WHICH WILL BE DELIVERED TO PURCHASER AT THE TIME OF DELIVERY OF THE NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS, SUCH WARRANTY SHALL BE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDIES SET FORTH IN SUCH WARRANTY WILL BE THE ONLY REMEDIES AVAILABLE TO ANY PERSON WITH RESPECT TO SUCH NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS.**

NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY SELLER WITH RESPECT TO USED MOTOR VEHICLES OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER EXCEPT AS MAY BE EXPRESSED IN WRITING BY SELLER FOR SUCH USED MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS, WHICH WARRANTY, IF SO EXPRESSED IN WRITING, IS INCORPORATED HEREIN AND MADE A PART HEREOF.

Any good will service repairs to the vehicle may be performed by the seller as a voluntary, gratuitous, and good will service and not as a result of any express or implied warranties claimed in any manner whatsoever and remain unchanged by the sellers performance of the repairs. All expressed and implied warranties pertaining to the vehicle remain unchanged by the sellers performance of the repairs. Sellers performance of the repairs shall not constitute or may be deemed to be a course of performance or any waiver of sellers disclaim of any expressed or implied warranties pertaining to this vehicle. Performance of the repairs in no way obligates the seller to perform any subsequent repairs to this vehicle

5. In case the vehicle sold to Purchaser is a used or demonstrator vehicle, no warranty or representation is made by Seller as to the extent such vehicle has been used, regardless of the mileage shown on the odometer of said used vehicle.
6. The motor vehicle identified on the reverse side hereof may or may not be subject to an open NHTSA recall. You understand that you may contact the manufacturer or any of the manufacturer's authorized dealers to inquire whether the motor vehicle is subject to an open NHTSA recall. You also understand that you may search the NHTSA VIN recall tool located at www.safercar.gov to determine whether the motor vehicle is subject to an open recall. If the motor vehicle has an open NHTSA recall, our dealership is not authorized to perform any recall repairs. You understand that you may contact any of the manufacturer's authorized dealers to have the open NHTSA recall repair completed at no charge to you.
7. Governing Law: This Motor Vehicle Contract of Sale and related disclosures shall be governed by the laws of the State of Utah and applicable federal laws and regulations. Wherever possible, each provision of this contract shall be interpreted so that it is valid under Utah state law. If any provisions are prohibited or invalid, the remaining provisions of this contract will continue to be valid. In the event it becomes necessary for Seller to enforce any of the terms, conditions or warranties in this agreement, Purchaser agrees to pay reasonable attorney's fees, court costs, and collection fees.
8. Purchaser may not transfer or assign his/her interest in this Agreement, unless Seller consents in writing.
9. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.
10. PURCHASER REPRESENTS that he/she is 18 years of age or older.
11. Purchaser grants to Seller a security interest in the purchased vehicle and to any proceeds derived from the sale of the purchased vehicle to secure full payment of the purchase price. This security interest also covers all equipment, accessories, and parts that Purchaser adds to the vehicle. Purchaser also grants Seller a security interest in the proceeds of any physical damage insurance policy applicable to the purchased vehicle. Purchaser also grants the Seller a security interest in the vehicle purchased by the Purchaser as described on the reverse side hereof, the for purpose of securing Seller against losses proximately caused by Purchaser's breach of any terms or conditions set forth in this Motor Vehicle Contract of Sale.
12. If the vehicle bought by Purchaser is a used vehicle, the information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract of sale.
13. **IN THE CASE OF ANY VEHICLE TRADED IN AS PART OF THE CONSIDERATION TOWARD A PURCHASE, PURCHASER REPRESENTS AND WARRANTS:**
 - (a) **THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, POLLUTION CONTROL EQUIPMENT, AIR BAGS AND ALL SAFETY RELATED EQUIPMENT, INCLUDING BUT NOT LIMITED TO A PROPERLY FUNCTIONING SPEEDOMETER AND ODOMETER, INSTALLED BY THE MANUFACTURER HAVE NOT BEEN REMOVED OR RENDERED INOPERATIVE;**
 - (b) **THAT THE YEAR OF MANUFACTURE AND THE BALANCE OWED ON THE TRADED-IN VEHICLE ARE AS STATED ON THE REVERSE SIDE HEREOF;**
 - (c) **THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, THE ODOMETER READING ACCURATELY STATES ACTUAL MILES THE TRADED-IN VEHICLE HAS BEEN DRIVEN;**
 - (d) **THAT PURCHASER HAS AND WILL PROVIDE TO SELLER GOOD TITLE TO THE TRADED-IN VEHICLE, AND THAT TRANSFER OF THE TRADED-IN VEHICLE TO SELLER AS A TRADE-IN ON THE PURCHASE OF ANOTHER VEHICLE IS RIGHTFUL; AND**
 - (e) **THAT THE TRADED-IN VEHICLE HAS NEVER HAD ITS TITLE OR REGISTRATION BRANDED AS "SALVAGED", "RESTORED", "REPAIRED", OR SIMILAR TERM, PURSUANT TO UTAH CODE ANN. §§41-1a-1004 AND 41-1a-1005 OR STATUTE(S) OF ANOTHER STATE SUBSTANTIALLY SIMILAR IN CONTENT. IF PURCHASER BREACHES THIS REPRESENTATION AND WARRANTY THEN PURCHASER AGREES TO BE LIABLE FOR AND PAY THE SELLER THE DIFFERENCE BETWEEN THE TRADE-IN ALLOWANCE AS STATED ON THE REVERSE SIDE AND THE REDUCED VALUE ATTRIBUTABLE TO MISREPRESENTATION REGARDING THE TITLE OR REGISTRATION.**
 - (f) **THAT THE VEHICLE WAS NOT KNOWINGLY INITIALLY DELIVERED FOR DISPOSITION OR SALE IN A COUNTRY OTHER THAN THE UNITED STATES OF AMERICA.**
14. Any written notice required to be given Purchaser if mailed by ordinary mail, postage prepaid, to Purchaser's mailing address as stated on the reverse side hereof shall be deemed reasonable and effective notification.
15. The rate of interest as set forth in the Financing Disclosure section (B) of the reverse side may involve a variable rate, if therein noted. Purchaser will rely on any credit agreement representing financing to provide the credit disclosures required by law, including disclosures regarding variable rates of interest.
16. All information we request may be used to verify your identity in accordance with the U.S. Patriot Act.