



Hometown Leasing
1313 Main St.
Hometown CA 99999

(UT)

Retail Purchase Agreement

No. L2927

Purchaser's Name(s): **John Q Public** Date: **August 27, 2015**
 Address: **9999 S. 5th St. Apt 224 Hometown CA 99999** County: **Hometown**
 Home Telephone: **909-555-1212** Work Telephone: **760-555-1212** DOB: **December 31, 1960**
 Social Security #: **111223333** D.L./State I.D.#: **P1234567890** Issuing State: **CA** Exp. Date: **December 31, 2020**

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

Year 2016	Make Honda	Model Accord	Body Sedan	Color Blue	Stock No. L12345
VIN / Serial No. 1T448FN4Q36418787		Odometer Reading 15	Salesperson Rick from ALMSys		New X
		Used	Demo		

WARRANTY STATEMENT		1. Cash Price of Vehicle	\$ 37500.00
We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express or 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. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or 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. <u>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</u> 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. <input type="checkbox"/> Used Vehicle Warranty Applies. We are providing the attached Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.		2. Other Goods/Services	\$ N/A
		3. Service Contract	\$ N/A
		4.	\$ N/A
		5.	\$ N/A
		6.	\$ N/A
		7.	\$ N/A
		8.	\$ N/A
		9.	\$ N/A
		10.	\$ N/A
		11.	\$ N/A
TRADE-IN VEHICLE INFORMATION		12.	\$ N/A
Year	Make	Model	Color
VIN / Serial No.		Trade-In Allowance	\$ N/A
Balance Owed & Lienholder		Odometer Reading	<input type="checkbox"/> Not Accurate
\$ N/A			
DISCLOSURE OF FINANCING ARRANGEMENT		13. Total Selling Price (1-12)	\$ 37500.00
If the box beside "PURCHASER AGREES TO ARRANGE FINANCING" is marked below, you are accepting sole responsibility for obtaining financing in connection with your vehicle purchase. If the box beside "SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING" is marked, we have agreed to assist you to obtain financing for your purchase transaction. Please note however, that the terms of financing listed below are not contractual terms between you and us. You should also make sure all blanks are filled in before you sign the disclosure. <input type="checkbox"/> PURCHASER AGREES TO ARRANGE FINANCING 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 _____ <input checked="" type="checkbox"/> SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING (1) 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 are as follows: Interest rate between <u>3.99%</u> and <u>3.99%</u> per annum, payment frequency shall be <u>Monthly</u> , term between <u>60</u> and <u>60</u> , payments between <u>\$706.56</u> and <u>\$706.56</u> based on a downpayment of <u>\$1000.00</u> . (2)(a) 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 Seller has not been able to arrange financing. (b) Purchaser then has 14 days from the date of sale to elect, if Purchaser chooses, to rescind the Contract of Sale, pursuant to section 41-3-401. (c) In order to rescind the Contract of Sale, the Purchaser Shall: (i) Return to Seller the motor vehicle purchased; (ii) 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 was driven; and (iii) compensate Seller for any physical damage to the motor vehicle.		14. Dealer Documentary Fee	\$ N/A
		15. Subtotal (13-14)	\$ 37500.00
		16. Trade-In Allowance	\$ N/A
		17. Balance Owed on Trade-In	\$ N/A
		18. Net Trade-In Allowance (16 minus 17)	\$ N/A
		19. Cash Deposit	\$ 1000.00
		20. Rebate(s)	\$ N/A
		21. Total Payments (18-20)	\$ 1000.00
		22. Trade-In Allowance*	\$ N/A
		23. Net Taxable Amount (15 minus 21)	\$ 36500.00
24. Utah Sales/Use Tax on Taxable Amount	\$ 1875.00		
25. License and Registration Fee	\$ N/A		
26. Fees: Age Based/Property Assessment	\$ N/A		
27. State Inspection/Emission Test	\$ N/A		
28. State Waste Tire Recycling Fee	\$ N/A		
29. Temporary Permit Fee	\$ N/A		
30. Lender Processing Fee	\$ N/A		
31. Insurance / GAP / VSI	\$ N/A		
32.	\$ N/A		
33. Total of Above Items (15, 24-32)	\$ 39375.00		
34. Total Credits (21)	(\$ 1000.00)		
35. Balance Due (33 minus 34)	\$ 38375.00		

This section is continued from the previous page.

- (3) 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.
- (4) 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.
- (5) 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 disclosure 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/her own financing. The dealership may or may not receive income for arranging financing.

Signature of Purchaser _____

Signature of Seller _____

ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

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 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 identified on the first page of this Agreement.**
- **We, Us, Our - Means the Dealership that is identified on the first page of this Agreement and its Authorized Representatives.**
- **Vehicle - Means the vehicle that you are purchasing from us as described on the first page of this Agreement.**
- **Trade-in Vehicle - Means the vehicle you are delivering to us as part of this transaction as identified on the first page of 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, 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/Partial Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

3. **Remedies Upon Cancellation for Our Failure to Deliver:** 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 an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Partial Payment) if the Vehicle is not delivered to you as specified on the front side of this Agreement. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. 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. We may keep any portion of the amount you have paid to us as a Deposit/Partial Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Partial Payment you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Partial Payment we will pay the difference to you.

4. **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 salvage, junk, rebuilt, flood or lemon buyback vehicle; that you have the right to see or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances, except as may be noted on the front side of this Agreement; that all emission control equipment is on the vehicle and appears properly connected and undamaged; and, unless you have told us otherwise, that you have not removed equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.

5. **Trade-In Vehicle Payoff:** 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. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.

6. **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/Partial Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

7. **Remedies Upon Your Failure to Perform Obligations:** In the event of any failure by you to perform your obligations under this Agreement, including but not limited to, any failure to take delivery of or to pay the agreed upon price for the Vehicle, we shall be permitted to retain an amount equal to any actual damages we incur due to your default. If you have delivered a Trade-In Vehicle to us as part of this transaction, we will return the Trade-in Vehicle to you if we have not already sold it. If we have already sold the Trade-In Vehicle, the refund will be the Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle to you 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. If the actual amount you owe to us is greater than the amount of the Deposit/Partial Payment and Trade-In Allowance you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Partial Payment and Trade-In Allowance we will pay the difference to you. Notwithstanding the foregoing, nothing in this paragraph shall be construed as limiting or altering your remedies under "Seller Agrees to Seek Arrangements for Financing."

8. **Tax Liability:** You shall be liable for all sales, use, excise or other taxes applicable to this Agreement unless otherwise prohibited by law.

9. **Seller Agrees to Seek Arrangements for Financing:** If we have agreed to assist you with financing arrangements in connection with your purchase of the Vehicle, you must have a valid driver's license to operate the vehicle, maintain insurance coverage on the vehicle, and may not permit anyone who does not have a valid driver's license to operate the vehicle. If you rescind this Agreement and fail to return the Vehicle to our Dealership, you will be required to pay all expenses incurred by us to have the Vehicle returned and our Dealership, or any of our agents or employees, may peacefully retake possession of the Vehicle. You further agree to indemnify, and hold harmless our Dealership from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses arising out of your use, possession and control of the Vehicle.

10. **Other Products and Lending Sources:** You are not required to purchase any other goods or services from us, nor are you required to finance the Unpaid Balance 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.

11. **Dealer Documentary Fee:** The fee represents costs and profit to the Dealership for preparing and processing documents and other services related to the sale or lease of your vehicle. These fees are not set or state mandated by state statute or rule. (R877-23V-14)

12. **Entire Agreement and Signing Other Documents:** This Agreement and any documents incorporated by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made. You agree to sign any and all documents necessary to complete the terms of this transaction.

John Q Public

Date

Accepted by Authorized Dealership Representative

Date

Date