

# Buyer's Order

Dealer/Seller Name and Address

Buyer/Co-Buyer Name(s) and Address(es)

Date  
App No.

Stock No.  
Contract No.

Salesperson

### Vehicle Information

New       Used       Demo  
 Year                      Lic. No.  
 Make                      Odometer Reading  
 Model                      Color  
 Body Style  
 VIN  
 Other

### Insurance Information

Buyer has arranged insurance on the motor vehicle.  
 Insurance Company  
 Policy No.

### Trade-In Information

#### Trade-in 1

Year                      Lic. No.  
 Make                      Odometer Reading  
 Model                      Color  
 Body Style  
 VIN  
 Lienholder Name  
 Address

Phone                      Payoff  
 Payoff good through  
 Approved

#### Trade-in 2

Year                      Lic. No.  
 Make                      Odometer Reading  
 Model                      Color  
 Body Style  
 VIN  
 Lienholder Name  
 Address

Phone                      Payoff  
 Payoff good through  
 Approved

### Itemization of Sale

1. Vehicle Sales Price	\$ _____
2. Ad Valorem Tax	\$ _____
3. (Other Tax) _____	\$ _____
<b>4. Subtotal (Add lines 1 + 2 + 3)</b>	<b>\$ _____</b>
<b>Title, License, Taxes &amp; Other Fees</b>	
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. _____	\$ _____
11. _____	\$ _____
12. _____	\$ _____
13. _____	\$ _____
14. _____	\$ _____
<b>15. Total Other Fees (Add lines 5 through 14)</b>	<b>\$ _____</b>
<b>Additional Products</b>	
16. _____	\$ _____
17. _____	\$ _____
18. _____	\$ _____
19. _____	\$ _____
20. _____	\$ _____
21. _____	\$ _____
22. _____	\$ _____
23. _____	\$ _____
<b>24. Total Products (Add lines 16 through 23)</b>	<b>\$ _____</b>
<b>25. Cash Sale Price (Add lines 4 + 15 + 24)</b>	<b>\$ _____</b>
26. Trade-in Allowance	\$ _____
27. Less Payoff	\$ _____
<b>28. Net Trade Allowance (Line 26-27)</b>	<b>\$ _____</b>
29. Cash Down Payment	\$ _____
30. Deferred Down Payment	\$ _____
<b>31. Total Down Payment (Add Lines 28 + 29 + 30)</b>	<b>\$ _____</b>
<b>32. Total Balance Due (Line 25-31)</b>	<b>\$ _____</b>

## **Additional Terms**

**Definitions.** *Contract* refers to this *Buyer's Order*. The pronouns *you* and *your* refer to each Buyer signing this Contract. The pronouns *we*, *us* and *our* refer to the Dealer/Seller. *Vehicle* means the motor vehicle described in the *Vehicle Information* section. *Trade-in Vehicle(s)* refers to the vehicle described in the *Trade-in Information* section that is being traded to the Dealer/Seller as part of this transaction. *Manufacturer* refers to the entity that manufactured the Vehicle.

**Agreement to Purchase.** You agree to buy the Vehicle from us for the price stated in this Contract. You agree to sign any documents necessary to complete this transaction. Unless you have cancelled this Contract under the condition described in the *Manufacturer* section, if you refuse to take delivery of the Vehicle, we can keep any deposits you have made to us, and you will be liable to us for all of our damages and expenses in connection herewith, including but not limited to reasonable attorneys' fees.

You represent that you are of legal age and have legal capacity to enter into this Contract.

**Manufacturer.** We are not an agent of the Manufacturer. Manufacturer can change the price, design or standard features of the Vehicle at any time without notice. If we cannot obtain the Vehicle from the Manufacturer at the price in effect as of the date of this Contract, or if we cannot obtain the agreed upon product from the Manufacturer, you or we can cancel this Contract.

If you cancel this Contract under the terms of this section, we will refund to you any amounts you have paid to us. If you have delivered a Trade-in Vehicle to us, we will return it to you. If we have already sold the Trade-in Vehicle, we will pay you the trade-in allowance after adjusting for any payoff to a lienholder.

**Insurance.** The insurance information you have given us is accurate.

**Trade-in Vehicle.** You will transfer title to the Trade-in Vehicle to us free of all liens except those noted on this Contract. You give permission to us to contact the lienholder(s) for payoff information. If the payoff information that we obtain from the lienholder(s) differs from the amount disclosed in this Contract, you agree to pay the difference to us if the actual amount of the balance owed is greater than the amount listed in this Contract. If the actual amount of the balance owed is less than the amount listed in this Contract, then we will pay you the difference.

If you do not deliver the Trade-in Vehicle to us at the time of the initial appraisal, we may reappraise the Trade-in Vehicle when it is delivered to us. If the reappraised value is lower than the original appraisal, you can cancel this transaction as long as you have not taken delivery of the Vehicle.

You represent that (a) you are the sole true and lawful owner of the Trade-in Vehicle, (b) the Trade-in Vehicle has never been titled under any state or federal "brand" such as "defective," "rebuilt," "salvage," "flood," etc., (c) the mileage of the Trade-in Vehicle shown in this Contract is the actual mileage of the Trade-in Vehicle, (d) all emission control equipment is on the Trade-in Vehicle and is in satisfactory working order, and (e) the Trade-in Vehicle has not been damaged by collision or other event and repaired. If any of these representations are not true, we may elect to cancel the transaction. We may also choose to reappraise the Trade-in Vehicle and adjust the Total Balance Due instead of cancelling the transaction. You agree to immediately pay us the difference.

**Retail Installment Contract.** In the event that you and we enter into a retail installment contract for the financing of the purchase of the Vehicle, the terms of the retail installment contract will control any inconsistencies between this Contract and the retail installment contract.

**Vehicle Inspection.** You are purchasing the Vehicle based upon your personal inspection, and are not relying upon any opinion, statement, promise or representation of the salesperson, or any other of our employees that is not contained in the written agreements you are signing today.

**Vehicle Condition.** You understand that the Vehicle may have sustained prior body damage and may have undergone prior mechanical repairs during or after its manufacture, during or after transit to us or while in the possession of prior owners or operators.

**Warranty Information**

**Warranty.** We make no express or implied warranties. Except as required by law, we make no implied warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose. We sell the Vehicle AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED, WITH ALL FAULTS.

If this is a new Vehicle, the Vehicle is subject to a standard written manufacturer's warranty. This warranty is made by the manufacturer and not by us.

**Used Car Buyer Notice.** If you are buying a used vehicle, 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.

**Guía para compradores de vehículos usados.** La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

**Notices**

You understand that the balance owed on the Trade-in exceeds the Trade-in Allowance and that as a result the Total Balance Due has been increased by this \$ \_\_\_\_\_ of negative equity.

**Signatures**

This agreement is not binding upon the Dealer\Seller until it is signed by an authorized representative of the Dealer\Seller.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it. This is the complete agreement; there are no other written or oral agreements.

A separate Arbitration Agreement is a part of this Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dealer\Seller Date