

**USED VEHICLE CASH PURCHASE AGREEMENT**

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER.

BUYER		DOB		SALESPERSON	
STREET		HOME PHONE		BUS. PHONE	
CITY, STATE, ZIP		DRIVER'S LIC. NO.			

**THE VEHICLE TRANSACTION**

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE: (READ OTHER SIDE)

TO BE DELIVERED ON OR ABOUT:		STOCK NO.		V.I.N.	
MAKE		MODEL			
YEAR	BODY TYPE	COLOR	TOP	TRIM	MILEAGE

VEHICLE PRICE	(+)	\$			

**USED**

\*\* THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.

If this motor vehicle is classified as a used motor vehicle, the seller certifies that the entire vehicle is in condition and repair to render under normal use, satisfactory and adequate service upon the public highway at the time of delivery.

DEALER INSTALLED EQUIPMENT AND SERVICES (+)

**SAMPLE**

**THE TRADE-IN**

YEAR	MAKE	MODEL	COLOR	MILEAGE	TOTAL	\$
PLATE NO.	EXP. DATE	NEW <input type="checkbox"/> RE-REG <input type="checkbox"/>	V.I.N.		LESS TRADE-IN CREDIT SEE 1 + 5(b) ON BACK (-)	
BALANCE OWING TO:	ACCT #	DATE	AMT. OWED	CONTACT	CASH PRICE	

**\* NOTICE TO USED VEHICLE BUYER:** If you should be entitled to a refund pursuant to section 198-b of the NYS General Business Law, instead of returning your trade in, the dealer may pay to you its wholesale value as determined by reference to the National Automobile Dealers Association Used Car Guide, or such other guide as may be approved by the Commissioner of Motor Vehicles, as adjusted for mileage, improvements, and any major physical or mechanical defects, rather than the value listed in this agreement. 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.

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

PRIOR USE CERTIFICATION (Required by Vehicle and Traffic Law 417a if the principal use of the vehicle was as a police vehicle, taxi-cab, driver education vehicle, or rental vehicle). The principal prior use of this vehicle was as a police vehicle  taxi-cab  driver education vehicle  rental vehicle

I have read the terms on the back of this agreement and have received a completed copy of this agreement.

Buyer's Signature \_\_\_\_\_ DATE: \_\_\_\_\_

Co-Buyer's Signature \_\_\_\_\_ DATE: \_\_\_\_\_

Seller Approved By: \_\_\_\_\_ DATE: \_\_\_\_\_

**TAXES AND OTHER FEES**

SALES TAX	COUNTY	% (+)	
NYS INSPECTION FEE		(+)	
REGISTRATION FEE (** ESTIMATE)		(+)	
DEALER'S OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE. *		(+)	
OTHER--ITEMIZE		(+)	
TOTAL CASH PRICE DELIVERED		\$	
LESS CASH DEPOSIT SUBMITTED WITH ORDER		(-)	
SUB TOTAL			
PLUS BALANCE OWING ON TRADE-IN		(+)	
CASH DUE ON DELIVERY		\$	

\* The dealer application processing fee is not a New York State or Department of Motor Vehicles fee. Unless a lien is being recorded or the dealer issued number plates, you may avoid this fee by submitting your own application for registration and/or certificate of title to any motor vehicle issuing office.

## ADDITIONAL TERMS OF AGREEMENT

"I", "me", and "my" refer to the Buyer and Co-Buyer. "You and "your" refer to the Seller.

### I agree this order is subject to the following terms:

**1. Trade-in Credit May Change.** If I do not deliver the trade-in vehicle to you when this Agreement is signed, I agree, that at the time the trade-in vehicle is delivered to you, should the value of my trade-in be materially diminished as a result of physical damage, alteration or deterioration in mechanical condition other than normal wear and tear, YOU HAVE THE RIGHT TO REAPPRAISE THE VEHICLE. AS A RESULT OF SUCH REAPPRAISAL, I UNDERSTAND THAT THE TRADE-IN ALLOWANCE ON MY VEHICLE MAY BE REDUCED AND THAT THIS WILL IN TURN INCREASE THE NET PRICE WHICH I WILL HAVE TO PAY FOR THE VEHICLE IF I DECIDE TO PURCHASE THE VEHICLE. If the trade-in credit is reduced and I am not satisfied, I understand that I can cancel this agreement IF the purchased vehicle has not been registered in my name or delivered to me or you have not accepted delivery of the trade-in vehicle.

**2. Trade-In; Buyer's Obligations.** At the time I deliver the trade-in vehicle to you, I promise to sign a Bill of Sale and a mileage certification statement and give you satisfactory proof that I own the vehicle. I warrant (guarantee) (a) that there are no liens on the trade-in vehicle and that I owe no one any money for the vehicle or repairs to the vehicle, except as may be shown on the face of this agreement; (b) that the trade-in vehicle does not have a welded or bent chassis or unibody, and that the motor block and cylinder heads are not cracked, welded or repaired; and (c) that the vehicle has not been flood damaged or declared a total loss for insurance purposes; and (d) that emission control devices have not been altered and/or removed; and (e) nothing has been removed from the trade, including all seat belts, that was originally seen; (f) and the engine and/or transmission has not been tampered with to pass your inspection. I further warrant that any vehicle I trade to you is not a branded vehicle and no such brand (i.e.-Warranty Non-Conformity; Reconstructed; Non-USA-Std; Exceeds Mechanical Limits; Not Actual Mileage) appears on its Certificate of Title. You have told me you rely on this representation in accepting the trade-in vehicle.

**3. Buyer's Refusal to Purchase.** Unless this agreement is non-binding because you are arranging credit for me, I understand that the cash deposit I have given to you can be retained, in accordance with your refund policy, to offset your damages if I refuse to complete my purchase. I also understand that I may be responsible for any other damages which you may incur as a result of my failure to perform my obligations under the terms of this agreement..

**4. Disclaimer of Warranties.** I UNDERSTAND THAT YOU EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THAT YOU NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR YOU ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE, except as otherwise provided in writing by YOU in an attachment to this Agreement or in a document delivered to ME when the vehicle is delivered.

Limitation on Implied Warranties. Some States do not allow either (1) limitations on how long an implied warranty lasts or (2) the exclusion or limitation of incidental or consequential damages, so these limitations may not apply.

### 5. Price Changes.

(a) A REDUCTION IN THE VALUE OF THE TRADE-IN MAY RESULT IN AN INCREASE IN THE CASH PRICE DELIVERED I WILL HAVE TO PAY AS PROVIDED IN PARAGRAPH 1 OF THIS AGREEMENT.

(b) IF THE BALANCE I OWE ON MY TRADE-IN AT THE TIME OF DELIVERY OF THE TRADE-IN TO YOU IS DIFFERENT THAN THE AMOUNT I HAVE TOLD YOU AND WHICH AMOUNT IS SHOWN ON THE FRONT OF THIS AGREEMENT, THEN THE CASH PRICE DELIVERED OF THE VEHICLE I AM PURCHASING SHALL CHANGE ACCORDINGLY.

(c) IF THE REGISTRATION FEE VARIES FROM THE AMOUNT YOU HAVE ESTIMATED ON THE FRONT OF THIS AGREEMENT, THEN THE CASH PRICE DELIVERED SHALL CHANGE ACCORDINGLY.

(d) I AGREE THAT I WILL PAY THE FINAL CASH PRICE DELIVERED AS SHOWN ON THE FRONT OF THIS AGREEMENT. IF THERE HAVE BEEN ANY CHANGES IN THE TOTAL CASH PRICE DELIVERED FOR REASONS STATED IN THIS PARAGRAPH 5 THEN I WILL PAY THE CASH PRICE DELIVERED AS CHANGED BY ANY SUCH ADJUSTMENT. MY PAYMENT WILL BE EITHER IN CASH, BANK, OR CERTIFIED CHECK AT THE TIME OF DELIVERY OF THE VEHICLE I HAVE PURCHASED.

**6. No Other Agreements.** There are no understandings or agreements between YOU and ME other than those set forth in this Agreement and attachments to this Agreement, if there are any such attachments.

**7. New York Law Applies.** You and I agree that this Agreement is governed by New York State Law.