

RETAIL PURCHASE AGREEMENT

Deal #: _____

Salesperson: _____

Purchaser's Name(s): _____ Date: _____

Address: _____ County: _____

Home Telephone: _____ Work Telephone: _____ DOB: _____

Social Security #: _____ D.L./State I.D. #: _____ Issuing State: _____ Exp. Date: _____

The above information has been requested so that we may verify your identity in accordance with applicable law. 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 Used Vehicle you are purchasing from us is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR	MAKE	MODEL	COLOR	STOCK NO.
VIN NO.		ODOMETER READING <input type="checkbox"/> NOT ACCURATE	PRIOR USE DISCLOSURE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER _____	

WARRANTY STATEMENT	CASH PRICE OF VEHICLE	
<p>New Mexico Law requires that this vehicle will be fit for the ordinary purposes for which the vehicle is used for fifteen (15) days or one hundred (100) miles after the delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. You (the Consumer) will have to pay up to Twenty Thousand Dollars (\$20,000) for each of the first two repairs if the warranty is voided. Please refer to the attached Implied Warranty of Merchantability and the Statement, which is made part of this Agreement, for more information.</p> <p>No other implied warranties, including the implied warranty of fitness for a particular purpose, are given by Dealer. No express warranties are given by Dealer unless the box beside "Used Vehicle Limited Warranty Applies" is marked. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only the manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person, agent or employee as any liability in connection with the sale of the vehicle and the related goods and services. If we sell a service contract on behalf, any implied warranties will apply to the service contract for the duration of the service contract. CONTRACTUAL FOR USED VEHICLES ONLY The information you see in the window form for this vehicle is part of the contract. Information on the window form overrides any contrary information on the contract of sale.</p> <p><input type="checkbox"/> Used Vehicle Limited Warranty Applies. We are providing the attached Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties on Covered Items apply for the duration of the Used Vehicle Limited Warranty.</p>	OTHER GOODS/SERVICES	
	TOTAL SELLING PRICE	
	LESS: TRADE-IN ALLOWANCE	
	CASH DIFFERENCE	
	SUBTOTAL	

TRADE-IN VEHICLE INFORMATION		EXCISE TAX @ _____ %	
Year: _____	Make: _____	Model: _____	Color: _____
VIN NO: _____	Odometer Reading: _____ <input type="checkbox"/> Not Accurate	DEALER'S TRANSFER SERVICE CHARGES*	
Trade-In Allowance: _____	Balance Owed & Lienholder: _____		

WAIVER OF THE IMPLIED WARRANTY OF MERCHANTABILITY FOR PARTICULAR DEFECTS (PLEASE SEE ATTACHED WAIVER)		TOTAL DUE	
<p>Attention Consumer: Sign here only if the dealer has told you that this vehicle has the following problem(s) and you agree to buy the vehicle on those terms:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>Purchaser's Signature(s): _____</p>		<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> PARTIAL PAYMENT (If Deposit, See Deposit Receipt)	

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS		UNPAID BALANCE DUE	
<input type="checkbox"/> If this box is marked, please see the attached Agreement to Arbitrate.		<p>*Dealer's Transfer Service Charges: If you are paying for the vehicle in cash and no security interest is retained, you may register the vehicle on your own without paying a Transfer Service Fee.</p>	

I have read the terms and conditions of this Agreement, including those terms and conditions that appear on the reverse side, and I hereby acknowledge that this Agreement is complete and accurately reflects the agreements between the Dealership and myself. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until accepted by an Authorized Representative of the Dealership.

Purchaser

Accepted By Authorized Dealer Representative

Purchaser

ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

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 the document itself.
- **You, Your** - Means the Purchaser identified on the front side of this Agreement.
- **We, Us, Our** - Means the Dealership that is identified on the front side of this Agreement and its Authorized Representatives.
- **Vehicle** - Means the used vehicle that you are purchasing from us as described on the front of this Agreement.
- **Trade-in Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified on the front side of this Agreement.

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.

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 accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (including any Deposit/Partial Payment) if the Vehicle is not delivered to you as specified on the front side of this Agreement. If you are delivering 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, less the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. 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 to the extent it exceeds the Trade-In Allowance (if we have paid the Balance Owed to the Lienholder) and we may keep any portion of the amount you have paid to us as a Deposit/Partial Payment to offset against the amount you owe us. If the 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.

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 and 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 a salvage, junk, rebuilt or other non-titleable vehicle; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens, judgments, claims, and other encumbrances, except as may be noted on the front side of this Agreement; that all air pollution 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.

Trade-In Vehicle Payoff: If you are delivering a Trade-In Vehicle to us 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.

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.

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, we will refund 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. 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 to the extent it exceeds the Trade-In Allowance (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 and we may keep any portion of the amount you have paid to us as a Deposit/Partial Payment to offset against the amount you owe us. If the 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.

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.

Entire Agreement and Signing Other Documents: The front and back of 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.