



**11723 Detroit Avenue • Cleveland, Ohio 44107**

**216-228-2290 • 888-321-6613 • Fax 216-226-3624**

DATE \_\_\_\_\_ 20\_\_

PURCHASER \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ BUSINESS FAX \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ COUNTY \_\_\_\_\_

VENDOR'S SALES TAX # \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_ TITLE SHOULD READ: \_\_\_\_\_

S.S. # OR TAX I.D. \_\_\_\_\_ SALESPERSON \_\_\_\_\_

YEAR	MAKE	<b>PLEASE ENTER MY ORDER FOR THE FOLLOWING:</b> <input type="checkbox"/> NEW CAR <input type="checkbox"/> USED CAR <input type="checkbox"/> DEMONSTRATOR
------	------	--

MODEL	TYPE	STOCK NO.	BASE PRICE OF UNIT	\$	
-------	------	-----------	--------------------	----	--

EXTERIOR COLOR	INTERIOR COLOR	TRANSPORTATION AND LOCAL HANDLING
----------------	----------------	-----------------------------------

VINYL ROOF COLOR	ACCENT STRIPE COLOR	DOCUMENTARY FEE
------------------	---------------------	-----------------

V.I. NO.	ACCESSORIES	
----------	-------------	--

TABLE		
-------	--	--

EXPECTED DELIVERY DATE	ACTUAL DELIVERY DATE	FLOOR
------------------------	----------------------	-------

ODOMETER MILEAGE	<input type="checkbox"/> ODOMETER MILEAGE IS ACCURATE <input type="checkbox"/> ODOMETER MILEAGE IS NOT ACCURATE	DRAPERIES
------------------	--	-----------

REMARKS	HINGE L.H. <input type="checkbox"/> R.H. <input type="checkbox"/>	
---------	---	--

LEASE OR PURCHASE (CIRCLE ONE)

METHOD OF PAYMENT: \_\_\_\_\_

DESCRIPTION OF TRADE-IN			NAMEPLATES & LETTERING
-------------------------	--	--	------------------------

YEAR	MAKE	MODEL	
------	------	-------	--

BODY	COLOR	TRIM	
------	-------	------	--

V.I. NO.		
----------	--	--

TRADE-IN MILEAGE AT TIME OF TRADE: \_\_\_\_\_

TRADE-IN ALLOWANCE: \_\_\_\_\_ →

PAY-OFF INFORMATION	SELLING PRICE	\$
---------------------	---------------	----

BALANCE OWED TO:	EXTENDED SERVICE POLICY/INSURANCE	
------------------	-----------------------------------	--

ADDRESS \_\_\_\_\_

CITY	STATE	ZIP	STATE & LOCAL SALES TAX @ _____ %
------	-------	-----	-----------------------------------

ACC. #	PAY OFF GOOD UNTIL	<input type="checkbox"/> TITLE <input type="checkbox"/> MEMO <input type="checkbox"/> 30 DAY <input type="checkbox"/> TRANSFER <input type="checkbox"/> PLATES
--------	--------------------	--

BY	<b>TOTAL PRICE OF DESCRIBED VEHICLE</b>	
----	---	--

BALANCE OWED ON TRADE-IN \_\_\_\_\_ →

CREDIT AND DEPOSIT		
--------------------	--	--

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER AND ALL TERMS OF THE AGREEMENT ARE PRINTED OR WRITTEN FRONT AND BACK. I UNDERSTAND THIS ORDER REQUIRES THE ACCEPTANCE OF THE DEALER OR HIS AUTHORIZED AGENT.

THE UNDERSIGNED PURCHASER AGREES TO THE TERMS AND CONDITIONS OF THIS CONTRACT AND HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE ORDER AND THAT THE PURCHASER HAS READ THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS ORDER. I REPRESENT THAT I AM EIGHTEEN (18) YEARS OF AGE OR OVER.

UNPAID CASH BALANCE DUE ON DELIVERY		\$
-------------------------------------	--	----

**X** PURCHASER'S PRINTED NAME \_\_\_\_\_

PURCHASER'S SIGNATURE \_\_\_\_\_ CUSTOMER SEE REVERSE SIDE \_\_\_\_\_ DATE \_\_\_\_\_

If a credit transaction, this agreement shall not be binding until a Retail Sales Installment Contract has been signed.

ACCEPTED BY: \_\_\_\_\_ DEALER OR HIS AUTHORIZED REPRESENTATIVE

## WARRANTIES AND REPRESENTATIONS

ANY WARRANTY ON ANY NEW VEHICLE, OR USED VEHICLE SUBJECT TO A MANUFACTURER'S WARRANTY IS THAT MADE BY THE MANUFACTURER ONLY AS DESCRIBED ON THE MANUFACTURER'S DOCUMENTS. SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IF THE VEHICLE SOLD SUBJECT TO THIS AGREEMENT IS NOT SUBJECT TO A MANUFACTURER'S WARRANTY, IT IS SOLD "AS IS — NOT EXPRESSLY OR IMPLIEDLY WARRANTED OR GUARANTEED" UNLESS IT IS SUBJECT TO A SEPARATE WRITTEN INSTRUMENT FROM SELLER SHOWING THE TERMS OF ANY DEALER'S WARRANTY OR SERVICE CONTRACT AND SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN ALL TRANSACTIONS BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

## ADDITIONAL TERMS AND CONDITIONS

1. PURCHASER AGREES TO PAY THE BALANCE ON THE TERMS SPECIFIED AND ACCEPT DELIVERY OF VEHICLE WITHIN FORTY-EIGHT (48) HOURS AFTER BEING NOTIFIED THAT SAID VEHICLE IS READY. FAILURE TO TIMELY ACCEPT DELIVERY BY PURCHASER OF VEHICLE SHALL GIVE DEALER THE RIGHT TO DISPOSE OF ANY VEHICLE TRADED IN, TREATING ANY CASH CONSIDERATION RECEIVED AS A DEPOSIT AND RETAINING SAME, AND, AT DEALER'S OPTION, THE RIGHT TO RETAIN ANY DEPOSIT AND TO PURSUE ANY OTHER REMEDY AVAILABLE UNDER LAW.
2. PURCHASER ACKNOWLEDGES THAT IF ANY TRADED-IN VEHICLE IS RETAINED BY PURCHASER UNTIL THE VEHICLE PURCHASED IS READY FOR DELIVERY THAT UPON DEMAND SAID VEHICLE WILL BE SURRENDERED.
3. IF AT THE TIME OF EXECUTION OF THIS ORDER, THE USED MOTOR VEHICLE TO BE TRADED IS NOT DELIVERED SIMULTANEOUSLY WITH EXECUTION TO THE DEALER, SUCH USED MOTOR VEHICLE ALLOWANCE SHALL BE SUBJECT TO REAPPRAISAL AT TIME OF DELIVERY OF VEHICLE PURCHASED FOR PHYSICAL DAMAGES AND/OR CHANGES IN MARKET VALUATIONS. IF THERE IS ANY DISPUTE AS TO THE AMOUNT OF THE REAPPRAISAL TO DETERMINE THE USED VEHICLE ALLOWANCE, SAID DISPUTE SHALL BE SETTLED BY USING THE VALUE OF THE USED MOTOR VEHICLE AT TRADE-IN PRICE AS ESTABLISHED BY THE NATIONAL AUTOMOBILE DEALERS ASSOCIATION USED CAR GUIDE BOOK PUBLISHED EACH MONTH, FOR THE MONTH IN WHICH THE DISPUTE ARISES.
4. PURCHASER AGREES THAT IF THE ORDER CALLS FOR A NEW MOTOR VEHICLE IT IS SUBJECT TO ITS AVAILABILITY AND THAT DELIVERY TO THE PURCHASER WILL TAKE PLACE WITHIN A REASONABLE TIME AFTER SAID VEHICLE IS RECEIVED BY DEALER FROM THE MANUFACTURER.
5. THE QUOTED PRICE IS THE PRICE IN EFFECT AS OF THE DATE OF ORDER. IF THE PRICE SHOULD BE INCREASED BY THE MANUFACTURER BEFORE VEHICLE HAS BEEN DELIVERED, THIS ORDER SHALL BE AMENDED BY SUCH INCREASED AMOUNT. PURCHASER SHALL NOT BE LIABLE FOR ANY INCREASE IF PRICE PROTECTION WAS GIVEN BY THE MANUFACTURER TO THE PURCHASER OR DEALER. IF SUCH CASH DELIVERED PRICE IS INCREASED BY DEALER DUE TO A MANUFACTURER'S PRICE INCREASE, NOT SUBJECT TO PRICE PROTECTION, PURCHASER MAY AT HIS OR HER OPTION, CANCEL THIS ORDER.
6. PURCHASER AGREES THAT NO STATEMENT HAS BEEN MADE AS TO THE NUMBER OF MILES ON ANY NEW, USED, DEMO OR OFFICIAL CAR, EXCEPT AS SET FORTH IN THE ODOMETER MILEAGE STATEMENT AS PROVIDED BY THE FEDERAL ODOMETER LAW AND ON THE FACE OF THIS AGREEMENT AS REQUIRED UNDER THE OHIO ODOMETER LAW WHICH DOES NOT CONSTITUTE A WARRANTY, EXPRESS OR IMPLIED, OR A CONTRACTUAL TERM OF THIS AGREEMENT. PURCHASER ACKNOWLEDGES RECEIPT OF SUCH FEDERAL ODOMETER STATEMENT."
7. PURCHASER AGREES THAT THERE HAS BEEN NO AGREEMENT TO MODIFY ANY OF THE EMISSION CONTROL EQUIPMENT OR OTHER SAFETY DEVICES ON ANY VEHICLE AND THAT THERE HAS BEEN NO SUCH MODIFICATIONS WHILE VEHICLE TO BE TRADED-IN HAS BEEN IN PURCHASER'S POSSESSION.
8. IF THERE HAS BEEN ANY MODIFICATION TO THE EMISSION EQUIPMENT OR SAFETY DEVICES OF THE VEHICLE TO BE TRADED-IN DEALER RESERVES THE RIGHT TO DEDUCT THE COST OF REPAIR OF SUCH EQUIPMENT OR DEVICES FROM THE USED VEHICLE ALLOWANCE GIVEN THE PURCHASER.
9. PURCHASER AGREES TO DELIVER TO DEALER SATISFACTORY EVIDENCE OF TITLE TO ANY USED MOTOR VEHICLE TRADED IN AS A PART OF THE CONSIDERATION FOR THE MOTOR VEHICLE ORDERED HEREUNDER AT THE TIME OF DELIVERY OF SUCH USED MOTOR VEHICLE TO DEALER, AND THAT PURCHASER WARRANTS ANY SUCH USED MOTOR VEHICLE TO BE HIS PROPERTY, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES EXCEPT AS OTHERWISE NOTED HEREIN.
10. DEALER AGREES TO DISCLOSE ANY PREVIOUS DAMAGE TO A NEW MOTOR VEHICLE WHEN DEALER HAS ACTUAL KNOWLEDGE OF THE DAMAGE WHERE THE RETAIL REPAIR COST OF THE DAMAGE EXCEEDS OR EXCEEDED \$300.00 EXCLUDING DAMAGE TO GLASS, TIRES AND BUMPERS WHERE REPLACED BY IDENTICAL EQUIPMENT.
11. PURCHASER ASSUMES RESPONSIBILITY TO COVER THE VEHICLE DESCRIBED ON FRONT OF THIS DOCUMENT WITH NECESSARY AND PROPER INSURANCE COVERAGE AND ALSO ASSUMES ALL LEGAL LIABILITY ARISING FROM THE OPERATION OF SAID VEHICLE FROM TIME OF DELIVERY.
12. THIS ORDER COMPRISES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO OTHER AGREEMENTS OR REPRESENTATIONS SHALL BIND THE PARTIES.