



5700 Brookpark Rd. Phone: 216-458-0791  
 Cleveland, OH 44129 Fax: 216-458-0793

**VEHICLE PURCHASE AGREEMENT**

CHECK ALL THAT APPLY: <input type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> RENTAL <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL				RES. PHONE (   )   (   )	BUS. PHONE (   )   (   )
<input type="checkbox"/> NEW <input type="checkbox"/> USED	YEAR	MAKE	MODEL	BODY STYLE	COLOR 1st _____ 2nd _____ (INITIAL)
VEHICLE IDENTIFICATION NUMBER			E-MAIL ADDRESS		
TRANS.			STOCK NO.		INSURANCE CO. & PH. NO.
REMARKS				MSRP	
ODOMETER MILEAGE _____ <input type="checkbox"/> ODOMETER MILEAGE IS ACCURATE <input type="checkbox"/> ODOMETER MILEAGE IS NOT ACCURATE				\$	

PURCHASER		DATE	
ADDRESS			
CITY		STATE	ZIP
E-MAIL ADDRESS		COUNTY OF RESIDENCE	
SOCIAL SECURITY #		STATE	BIRTHDATE
DRIVER'S LICENSE # & EXPIRATION DATE		SALESPERSON	

<b>DEPOSIT RECEIPT:</b> Dealer hereby acknowledges receipt of the sum of \$ _____ as a Deposit/Partial payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days. This Deposit/Partial payment <input type="checkbox"/> IS <input type="checkbox"/> IS NOT refundable, subject to the following conditions: _____	<b>NEGATIVE EQUITY:</b> I am aware the balance owed on my trade-in vehicle exceeds the trade-in allowance from Dealer and, as a result, I have requested that \$ _____ of negative equity from my trade-in be included in the cash price of the vehicle. X _____ X _____	<b>FINANCE APPROVAL:</b> This agreement is subject to final approval through _____. I grant North Coast Auto Credit, the authority to search for alternative financing in the event the above source will not grant my original credit request. I understand that I may cancel this agreement if those items are unacceptable. X _____ X _____	SELLING PRICE DOCUMENTARY FEE
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<b>TRADE-IN AND OTHER CREDITS</b>			<b>← SUB TOTAL →</b>		
TRADE-IN ALLOWANCE			YEAR	MAKE	MODEL
BALANCE OWED ON TRADE			BODY	COLOR	MILEAGE
BALANCE OWED TO			ODOMETER MILEAGE _____ <input type="checkbox"/> ODOMETER MILEAGE IS ACCURATE <input type="checkbox"/> ODOMETER MILEAGE IS NOT ACCURATE		
NET EQUITY			NOTE THIS AGREEMENT SUBJECT TO PHYSICAL APPRAISAL OF TRADE-IN AT TIME OF DELIVERY		
DEPOSIT			TRADE BALANCE		
CASH ON DELIVERY			TOTAL		
OTHER			TOTAL CREDIT		
<b>TOTAL CREDIT</b>			<b>BALANCE DUE ON DELIVERY</b>		

ALL WARRANTIES. IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED".

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order.

**IF THIS CONTRACT IS A FINANCE SALE ARRANGED BY NORTH COAST AUTO CREDIT, THEN THIS ORDER IS NOT VALID UNTIL A FINANCE DISCLOSURE STATEMENT IS FILLED IN AND SIGNED BY THE BUYER AND APPROVED BY THE LENDING INSTITUTION. THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY AN OFFICIAL OF NORTH COAST AUTO CREDIT.**

"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."

DATE \_\_\_\_\_

**PURCHASER WARRANTS THAT THE TRADE TITLE THEY ARE GIVING TO US IS FREE OF A SALVAGE/REBUILT DESIGNATION.**

APPROVED \_\_\_\_\_ SIGNED \_\_\_\_\_ ACCEPTED BY PURCHASER \_\_\_\_\_  
DEALER OR AUTHORIZED REPRESENTATIVE

Rev. 8/04 **THIS IS A LEGAL AND BINDING CONTRACT AND INCLUDES ALL TERMS NOTED ON THE BACK OF THIS AGREEMENT**

## ADDITIONAL TERMS AND CONDITIONS

- DEFINITIONS** As used in this agreement the terms (A) "Dealer" shall mean the person or company to whom this agreement is addressed and who shall become a party to this agreement by its acceptance. (B) "Purchaser" shall mean the party initiating this agreement as stated on the face of the agreement. (C) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood, by the Purchaser and Dealer that the Dealer is in no respect the agent of the Manufacturer. That the Dealer and Purchaser are the sole parties to this agreement and that reference to the Manufacturer is for the purpose of explaining generally certain contractual relationships existing between the Dealer and Manufacturer.
- PRICE CHANGES** In the event the Manufacturer shall notify Dealer of a change in price for the new motor vehicles of the same style and type as the vehicle ordered by this agreement, and prior to delivery of the vehicle ordered by Purchaser, the Dealer shall have the right to adjust the cash delivered price of the vehicle ordered, only in the amount of the increase. In the event of any such change in price, the Purchaser shall have the option of concluding the purchase at the adjusted price or canceling this agreement. Should the Purchaser elect to cancel this agreement, the Dealer will refund to the Purchaser all amounts previously paid, and if the Purchaser has delivered to the Dealer a used vehicle as all or part of the payment required, the Dealer shall redeliver the used vehicle to the Purchaser subject to a reasonable charge for any repairs performed to the used vehicle. If the Dealer has sold the trade-in vehicle, the Dealer shall pay to the Purchaser the agreed value or fair market value of the vehicle. Dealer certifies that the deposit given by the Purchaser shall be receipted according to state law.
- MANUFACTURER'S DESIGN CHANGES** In the event the Manufacturer shall change or modify the design of or any part or accessory of the new motor vehicle after the Purchaser's order for the new motor vehicle has been entered by the Dealer, the Purchaser shall have no claim or right against the Dealer should the Purchaser's new vehicle not contain such changes or modifications, nor shall the Dealer be required to effect such changes or modifications to the Purchaser's new vehicle.
- DELAYS IN DELIVERY** The Purchaser understands that the Dealer shall not be liable for any damages resulting from a failure to deliver or other delays caused by the Manufacturer, accidents, fire or any other causes beyond the Dealer's control. This agreement may be renegotiated or canceled (with full refund of deposit) if the vehicle is not delivered by the date specified on the face of this agreement.
- CHANGES OTHER THAN MANUFACTURER'S DESIGN CHANGE** If the ordered vehicle arrives at the Dealers place of business not equipped in accordance with the agreement the Purchaser has the right to refuse to accept delivery, with no loss of deposit, or renegotiate a new purchase agreement.
- USED VEHICLE APPRAISAL** If the Purchaser is delivering a used motor vehicle as part of the purchase price and the delivery will not be made until delivery of the Purchaser's ordered new vehicle, the Dealer shall have the right to reappraise the Purchaser's used vehicle at the time of delivery of the new vehicle. The reappraised amount shall be the amount allowed for the used vehicle in this transaction. If the Purchaser is dissatisfied with the reappraisal, the Purchaser may cancel this agreement provided that the cancellation occurs prior to the delivery of the new vehicle.
- TITLE TO THE USED VEHICLE** Any used vehicle delivered by the Purchaser to the Dealer, in connection with this transaction, shall be accompanied by title documents sufficient to enable the Dealer to obtain a title to the vehicle in accordance with applicable state law. The Purchaser warrants that any used vehicle delivered to the Dealer is property titled to the Purchaser and that the Purchaser has the right to sell or otherwise convey such vehicle and that such vehicle is free and clear of liens or encumbrances except as may be noted on the reverse side of this agreement. Purchaser warrants also that the used car title is free of the salvage/rebuilt designation. Purchaser certifies the miles on the trade vehicle are accurate or has notified Dealer in writing that the odometer is not correct.
- PURCHASER'S REFUSAL TO PURCHASE** In the event of any failure by the Purchaser to perform the Purchaser's obligations, including but not limited to, any failure to take delivery of or to pay the agreed purchase price for the ordered motor vehicle, the Dealer shall be permitted to retain any amount previously paid by the Purchaser as liquidated damages for the Purchaser's default. If the Purchaser has delivered a used motor vehicle to the Dealer as part or all of the purchase price, the Dealer may sell the used vehicle and retain the proceeds.
- TAX LIABILITY** The Purchaser shall be liable for all sales, use or other taxes of a similar nature applicable to the transaction unless such payment otherwise is prohibited by law, provided that the Purchaser shall in no event be liable for any taxes calculated on the Dealer's income.
- INSURANCE UNAVAILABILITY** In the event this agreement includes a change for credit life or credit disability insurance and for any reason such insurance cannot be provided, the Purchaser shall receive a credit for the amount charged for such insurance provided the inability of the Dealer or any assignee of the Dealer to secure such insurance for the Purchaser shall not relieve the Purchaser from the Purchaser's obligation to purchase the vehicle described in this agreement. Credit life and credit disability insurance are not mandatory.
- FACTORY WARRANTY** Unless a separate written document showing the terms of any dealer warranty or service contract is furnished by the Dealer to the Purchaser, any warranty on any new vehicle or used vehicle still subject to the Manufacturer's warranty is that made by the Manufacturer only. **THE DEALER HEREBY DISCLAIMS TO THE EXTENT PERMITTED UNDER APPLICABLE STATE LAW, ALL WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- USED VEHICLE - WHETHER OR NOT SUBJECT TO MANUFACTURER'S WARRANTY** UNLESS A SEPARATE WRITTEN DOCUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY THE DEALER TO THE PURCHASER, THIS VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIR OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE USED VEHICLE.
- GOVERNING LAW.** The Agreement for the purchase of this motor vehicle shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio. The parties acknowledge that this transaction bears a reasonable relation to said state.
- ARBITRATION.** All breaches, claims, disputes and controversies (collectively referred to as "breaches" or "breach") between the Purchaser and the Dealer arising from this Agreement, including any allegations of fraud, misrepresentation, and violation of any federal, state, or local law or regulation, will be determined exclusively by binding Arbitration in accordance with the Commercial Rules and Regulations of the American Arbitration Association.
- NOTICE OF DISPUTE; CURE PERIOD.** The party alleging the breach must provide the other party with written notice setting forth the facts of the breach in detail, and neither party will have the right to commence any arbitration hearing until such written notice is given. The party alleged to have breached this Agreement will have sixty days from receipt of the written notice to correct the alleged breach. If the alleged breach is not corrected within the sixty day period, then either party will have the right to request Arbitration as provided herein to determine their rights under this Agreement.
- WAIVER OF CLAIMS.** The Purchaser must give the Dealer immediate written notice of any alleged breach of this Agreement by the Dealer. If the Purchaser does not give the Dealer written notice of an alleged breach within one year from the date that the Purchaser has knowledge of circumstances reasonably indicating that the Purchaser may have a claim for a breach of this Agreement by the Dealer, then the alleged breach will be deemed to be waived by the Purchaser in all respects and the Purchaser will be barred from commencing any legal or other action against the Dealer for that alleged breach.
- POWERS OF ARBITRATOR.** The authority of the Arbitrator will be limited to making a finding, judgment, decision, and award relating to the interpretation of or adherence to the written provisions of this Agreement, as well as determining whether the dispute itself is arbitrable. The Federal Rules of Evidence (the "Rules") will apply to all Arbitration hearings. The introduction of all evidence, testimony, records, affidavits, documents, and memoranda in any Arbitration hearing must comply in all respects with the Rules and the legal precedents interpreting the Rules. Both parties will have the absolute right to cross-examine any person who testifies against them or in favor of the other party. The Arbitrator will have no authority to add to, delete from, or modify the terms and provisions of this Agreement. All findings, judgments, decisions, and awards of the arbitrator will be limited to the dispute or controversy set forth in the written demand for Arbitration and the issue of the arbitrability of the claims, and the Arbitrator will have no authority to decide any other issues. The Arbitrator will not have the right or authority to award punitive damages to either party or their officers, Directors, shareholders, partners, or personal guarantors (as applicable). All findings, judgments, decisions, and awards by the Arbitrator will be in writing, will be made within ninety days after the Arbitration hearing has been completed, and will be final and binding on the parties and their officers, Directors, shareholders, and personal guarantors. Notwithstanding any term set forth herein, the written decision of the Arbitrator will be deemed to be an order, judgment, and decree and may be entered as such in any Court of competent jurisdiction by either party in any jurisdiction.
- NO COLLATERAL ESTOPPEL OR CLASS ACTIONS.** All Arbitration findings and awards expressly made by the Arbitrator will be final and binding on the Dealer and the Purchaser and their officers, Directors, shareholders, and personal guarantors. The Arbitrator's findings and awards may not be used to collaterally estop the Purchaser, the Dealer, or any other party from raising any like or similar issue, claim, or defense in any other or subsequent Arbitration, litigation, court hearing or other proceeding involving third parties. No party except the Dealer and the Purchaser and their officers, Directors, shareholders, and personal guarantors (as applicable) will have the right to join in or become a party to any Arbitration proceeding arising under this Agreement, and therefore, the Arbitrator will not be authorized to permit class actions (as defined in the Federal Rules of Civil Procedure) or to permit any person or entity that is not a party to this Agreement to be involved in or to participate in any Arbitration hearings conducted pursuant to this Agreement.
- LIMITATION OF DAMAGES.** Each of the parties hereby waives, to the fullest extent permitted by law, any right to or claim for punitive, exemplary, incidental, indirect, special, or consequential damages, including, without limitation, loss of future profits, arising out of any cause whatsoever, whether based on contract, tort or strict liability, and agrees that, in the event of a dispute, the recovery of either party will be limited to the recovery of any actual damages sustained by it.
- INSPECTION.** The purchaser acknowledges that he has had an adequate and full opportunity to inspect the motor vehicle that is the subject of this transaction, including without limitation the opportunity to have a third party or mechanic of his choice inspect the vehicle. The purchaser further acknowledges that (1) he has had an adequate and full opportunity to request from the seller all information pertinent and material to this transaction, including a request for an inspection of auction reports or appraisals; (2) Dealer has directed purchaser to, and provided him with information sufficient to obtain reports from, third party motor vehicle history companies such as Carfax and Autocheck, (3) such third party companies, reports and appraisals may disclose the presence of prior vehicle history, including the existence of prior damage to the vehicle or its frame, and (4) Dealer has furnished all such information that the purchaser has requested, that the purchaser has reviewed and/or considered all such information, and that the purchaser is satisfied with all such information.  
**AS A RESULT OF THE ABOVE RIGHT OF INSPECTION AND THE PROVISION AND/OR AVAILABILITY OF THE ABOVE INFORMATION BY DEALER OR BY THE ABOVE THIRD-PARTIES, PURCHASER ACKNOWLEDGES THAT SUCH INFORMATION IS EQUALLY AVAILABLE TO BOTH DEALER AND PURCHASER. PURCHASER THEREFORE REPRESENTS AND WARRANTS THAT, FOLLOWING HIS INSPECTION OF (OR OPPORTUNITY TO INSPECT) THE VEHICLE AND THE ABOVE REPORTS, HE HAS BEEN FULLY-INFORMED OF ANY AND ALL OF THE VEHICLE'S DEFECTS AND DAMAGE (INCLUDING POSSIBLE FRAME DAMAGE), IF ANY, WHETHER LATENT OR APPARENT.**
- WAIVER OF JURY TRIALS.** Except where specifically prohibited by state law, if any dispute is not subject to Arbitration under this Agreement, then each of the parties agrees that the trial of any legal action arising under this Agreement or the relationship of the parties will be heard and determined by a judge who will sit without a jury. Either party may file an original or copy of this Agreement with any Court as written evidence of the consent by the parties to the waiver of their right to trial by jury.
- VENUE AND JURISDICTION.** All Arbitration hearings must and will take place exclusively in Cleveland, Ohio. All court hearings, mediation hearings or other hearings initiated by either party against the other party must and will be venued exclusively in Cleveland, Ohio. The parties, and, where applicable their officers, Directors and personal guarantors, do hereby agree and submit to personal jurisdiction in Cuyahoga County, Ohio, in connection with any Arbitration hearings, court hearings, or other hearings, including any lawsuit challenging the arbitration provisions of this Agreement or the decision of the Arbitrator, and do hereby waive any rights to contest venue and jurisdiction in Cuyahoga County, Ohio and any claims that venue and jurisdiction are invalid. Notwithstanding this Article, any actions brought by either party to enforce the decision of the Arbitrator may be venued in any court of competent jurisdiction.
- SEVERABILITY.** It is the desire and intent of the parties to this Agreement that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policy applied in each jurisdiction in which enforcement is sought. Accordingly, if any part of this Agreement is adjudicated to be invalid or unenforceable, then this Agreement will be deemed amended to delete that portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of this Agreement in the particular dispute in which the adjudication is made. Further, to the extent any provision of this Agreement is deemed unenforceable by virtue of its scope, the parties to this Agreement agree that the same will, nevertheless be enforceable to the fullest extent permissible under the laws and public policies applied in each jurisdiction where enforcement is sought, and the scope in such a case will be determined by Arbitration as provided herein.