



CI-10-162677-2585

DEPARTMENT OF JUSTICE
CIVIL ENFORCEMENT DIVISION

1162 Court Street NE
Salem, OR 97301-4096
Telephone: (503) 934-4400
Fax: (503) 378-8910
TTY: (800) 735-2900

AUG 15 2012

INFORMATION Redacted PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)
August 3, 2012

SPRINGFIELD OR

Re: Our File Number: FF6427-12
Complaint About: TOYOTA MOTOR SALES INC

Thank you for taking the time to document your concerns about the business practices of this company, and for sending us your written complaint. We will keep your complaint as part of the public record maintained by the Financial Fraud/Consumer Protection Section.

In addition, we have forwarded a copy of your complaint to the agency listed below because we believe they may be the appropriate agency to review the information that you have provided. If they are able to help, they will contact you.

We strive to make our state government more efficient and responsive by coordinating our enforcement efforts, both within the Department, and with other local, state, and federal agencies sharing our mission. By forwarding your complaint to the appropriate law enforcement or regulatory agency, we avoid duplicating the work of other government offices.

We encourage the public to keep us informed about all consumer problems. Please do not hesitate to let us know if we can assist you in the future.


Alicia G. Suarez
Enforcement Officer

cc: National Highway Traffic Safety Administration
1200 New Jersey Avenue SE
West Building
Washington DC 20590

MC
081612
DW

ELLEN F. ROSENBLUM
Attorney General



MARY H. WILLIAMS
Deputy Attorney General

**DEPARTMENT OF JUSTICE
CIVIL ENFORCEMENT DIVISION**

1162 Court Street NE
Salem, OR 97301-4096
Telephone: (503) 934-4400
Fax: (503) 378-8910
TTY: (800) 735-2900

June 29, 2012

TOYOTA MOTOR SALES USA INC.*
8338 N.E. ALDERWOOD RD
SUITE 210
PORTLAND, OR 97220

Re: FF6427-12
[REDACTED]

We have received the enclosed consumer complaint about your business. We understand that there are often two sides to a problem, and we would appreciate your prompt review of this matter.

We do not represent the complainant. We do, however, review all complaints to determine whether grounds exist to warrant action by us. Your response to the allegations in the complaint would help us to make that determination.

In the interest of efficiency, we prefer that you respond directly to the complainant and email a copy of your response to our office. Please include the file number shown above on the subject line of your email. Alternatively, you may respond to us by regular mail. The response you send regarding this complaint will be part of the public record maintained by the Department of Justice.

Preferred Email Address: alicia.suarez@doj.state.or.us

We would appreciate receiving your response within fifteen (15) days of receipt of this letter. Please feel free to attach any documents which you think are relevant in explaining your position. If after your response you hear nothing further from us, you may consider this matter closed.

A handwritten signature in cursive script that reads "Alicia Suarez".

Alicia Suarez
Enforcement Officer

Enclosure:
Consumer Complaint
EZ-E1



Oregon Department of Justice Consumer Complaint Form

Please Note The Following:

Under Oregon Law, the Attorney General cannot act as your private attorney or give you legal advice. Deadlines may prevent you from starting a lawsuit if you wait too long. Filing this complaint does not change those deadlines or guarantee the results you want. You may wish to contact a private attorney.

Please be advised that this complaint will become part of our permanent records. Consumer complaints may be released to the business or person about whom you are complaining, members of the public or other agencies attempting to establish ongoing patterns or practices which violate Oregon's Unlawful Trade Practices Act. This form is also subject to Oregon's Public Records Law and may be disclosed to persons who request to review its contents.

Date of complaint submission: 6/21/12

Information About The Complainant

Name: [REDACTED]
Address: [REDACTED]
City: SPRINGFIELD
State: OR Zip: [REDACTED]
Phone Number: (day) [REDACTED] (eve) [REDACTED] (cell) [REDACTED]
Email Address: [REDACTED]

E-MAILED

Information About The Business Or Person About Which You Are Complaining

Name: Toyota Motor Sales, U.S.A., Inc.
Address: 19001 South Western Ave. Dept. WC11
City: Torrance
State: CA Zip: 90501
Phone Number: (800) 3314331

Information About The Transaction

Date of Transaction(s): 4/5/12
Type of Sale: Retail
The amount of money you think you lost: 2000
☐ Attorney:
☒ Business: Toyota Motor Consumer Relations
☒ Other: Lithia Toyota of Springfield
☐ No Action has been requested.

See Attached For Transaction Details

FOR OFFICIAL USE ONLY			
Comp. Code: 6427-12	Bus Code: C213	Ref'd From:	
Comp. Code:	Bus Code:	Ref'd To:	
Closing Code:	Ltr Type: E1	Override S/H: ☐ Yes ☐ No	
Rtn to:	Notify:	Display: ☐ Corp ☐ Local	
CC:		Mail: ☐ Corp ☐ Local	
Rev 04/06/2010	☒ ADS ☐ HJM ☐ SBL ☐ GJD	Uncheck: ☐ Cons Comp ☐ Websrch	6/22

Transaction Details

DETAILS — Upon entering the vehicle there was a smell similar to that of what one would expect from an electrical fire. I immediately drove to the nearest dealer for service. Anything related to audio no longer functioned. The audio from the navigation unit, am, fm, cd, satellite radio, aux and Bluetooth were not functioning. I was informed what happened was a known issue where the spring on the back side of the trunk pops out of place, touches the back speaker and creates a short in the circuit. The fuse in the circuit blew but the current kept going. I was told this destroyed the entire audio system and it would be approximately \$2000 to replace. There has not been a recall on this, however, it is and has been a known issue. I believe that because this was a problem that was known to exist, and nothing was ever mentioned about it or done about it to correct it, Toyota should be responsible for repairing the damage that was caused. The electrical burning smell very easily could have started a fire had I not taken immediate precautions. I look forward to your quick response. [REDACTED]

Thank You!

Suarez Alicia

From: mario_chaves@toyota.com
Sent: Wednesday, July 11, 2012 9:30 AM
To: Suarez Alicia
Subject: [REDACTED] Response - FF6427-12
Attachments: [REDACTED] Letter.PDF

Hi Alicia,

Please be advised Toyota Motor Sales, USA, Inc. has sent a letter to [REDACTED] notifying him of our position regarding his complaint. Please see attached letter.

Thank you,

Mario E. Chaves
Region Customer Relations Consultant
Portland Region
Toyota Motor Sales, USA, Inc.
(503) 493-4970



Toyota Motor Sales, U.S.A., Inc.
Portland Regional Office
8338 N.E. Alderwood Road, Suite 210
Portland, OR 97220
503-193-1900
503-193-1950 Fax

July 11, 2012

[REDACTED]
Springfield, OR [REDACTED]

Re: FF6427-12
VIN: 4T1BK46K87U [REDACTED]
Vehicle's Year and Model: 2007 Toyota Camry

Dear [REDACTED]

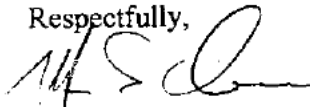
Thank you for providing us with the opportunity to evaluate your complaint. Specifically, you reported the concerns with an electrical fire cause by a shorted circuit to your 2007 Toyota Camry.

We are sorry to learn of the situation you encountered with your vehicle and for any inconvenience or expenses you may have incurred. Toyota makes every effort to manufacture a quality product, conducting extensive research and planning, thorough testing, and constant monitoring of performance. A comprehensive warranty is provided to cover any conditions that may occur as a result of the manufacturing process.

The warranty on your vehicle has expired and your car is no longer under warranty. When a vehicle is out of warranty, the owner assumes the responsibility for repair costs. In some situations Toyota may offer to provide assistance even when the factory warranty has expired. We have reviewed your circumstances, taking into consideration the manufacturer's limited warranty, the service history of your vehicle and the type of repair. Unfortunately, due to the mileage and age of your vehicle, we are unable to assist you in this matter.

If you have any further questions please feel free to contact me at (503) 493- 4970.

Respectfully,


Mario Chaves
Region Customer Relations Consultant
Toyota Motor Sales, USA, Inc.

cc: Department of Justice, State of Oregon

Suarez Alicia

From: Suarez Alicia
Sent: Friday, July 13, 2012 11:31 AM
To: [REDACTED]
Subject: Toyota Motor Sales USA Inc - FF6427-12
Attachments: JUSTICE-#3499252-v1-reply_from_R.MSG

Thank you for sending us your consumer complaint. We contacted the business to express our concern and we attached their reply.

How do you become aware of this vehicle? Did you respond to an advertisement? Please provide us a copy of the agreement.

If you feel there are discrepancies in the attached reply or you feel the business has not addressed the issues stated in your complaint, please advise our office in writing.

We will hold the file open for (10) days from the date of this email for your response. If we do not hear from you within this time, we will close the file.



Alicia Suarez / Enforcement Officer
Oregon Department of Justice / Civil Enforcement Division
1162 Court Street NE, Salem, OR 97301
Phone: 503.934.4400 / Fax: 503.378.8910
alicia.suarez@doj.state.or.us

Suarez Alicia

From: Suarez Alicia
Sent: Tuesday, July 31, 2012 2:00 PM
To: [REDACTED]
Subject: Toyota Motor Sales USA Inc - FF6427-12

Yes, any paperwork that reflects the transaction made with the above named business.



Alicia Suarez / Enforcement Officer
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1162 Court Street NE, Salem, OR 97301
Phone: 503.934.4400 / Fax: 503.378.8910
alicia.suarez@doj.state.or.us

From: [REDACTED]
Sent: Tuesday, July 17, 2012 9:44 AM
To: Suarez Alicia
Subject: Re: Toyota Motor Sales USA Inc - FF6427-12

I'm not sure what you mean by "contract." Are you referring to the papers I signed when I originally purchased the vehicle in 2007?

If the question about referring to an advertisement is in regard to purchasing in 2007, no there was no specific advertisement I can recall.

From: Suarez Alicia <Alicia.Suarez@doj.state.or.us>
Date: Tue, 17 Jul 2012 09:34:13 -0700
To: [REDACTED]
Subject: Toyota Motor Sales USA Inc - FF6427-12

Please provide a copy of the contract; did you respond to an advertisement?



Alicia Suarez / Enforcement Officer
Oregon Department of Justice / Civil Enforcement Division
1162 Court Street NE, Salem, OR 97301
Phone: 503.934.4400 / Fax: 503.378.8910
alicia.suarez@doj.state.or.us

From: [REDACTED]
Sent: Friday, July 13, 2012 4:03 PM
To: Suarez Alicia
Subject: Re: Toyota Motor Sales USA Inc - FF6427-12

Ms. Suarez,

This isn't a normal wear and tear issue, nor am I questioning a service under the warranty. This was a known issue that could have been prevented with a simple zip tie to the tension bars in the trunk lid. Toyota was well aware of the problem but simply chose not to do anything about it. Because of their knowledge of this as an issue that could potentially create the situation that occurred in my car due to design flaws left intentionally unaddressed, the resolution to the problem has gone from \$2.00 to over \$2000.00. The issue in this case luckily did not lead to an electrical fire. However, had I not taken immediate precautions, it very easily may have. My concern is about the safety of the vehicle and the potential grave danger Toyota has placed the lives of their customers in.

I purchased the car brand new from Gresham Toyota in Gresham, Oregon in May 2007. It had less than ten miles on it at the time I believe. The fact the car has high miles on it is irrelevant. The design flaw was present when I initially purchased the vehicle. Nothing broke or wore out that would need to be repaired under any warranty. It is functioning the way it was meant to, it was simply designed poorly which under certain conditions, leads to short circuits and considered to be "good enough."

I look forward to hearing from you soon. [REDACTED]

From: Suarez Alicia <Alicia.Suarez@doj.state.or.us>
Date: Fri, 13 Jul 2012 11:30:47 -0700
To: [REDACTED]
Subject: Toyota Motor Sales USA Inc - FF6427-12

Thank you for sending us your consumer complaint. We contacted the business to express our concern and we attached their reply.

How do you become aware of this vehicle? Did you respond to an advertisement? Please provide us a copy of the agreement.

If you feel there are discrepancies in the attached reply or you feel the business has not addressed the issues stated in your complaint, please advise our office in writing.

We will hold the file open for (10) days from the date of this email for your response. If we do not hear from you within this time, we will close the file.



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1162 Court Street NE, Salem, OR 97301
Phone: 503.934.4400 / Fax: 503.378.8910
alicia.suarez@doj.state.or.us

*****CONFIDENTIALITY NOTICE*****

This e-mail may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this e-mail in error, please advise me immediately by reply e-mail, keep the contents confidential, and immediately delete the message and any attachments from your system.

Suarez Alicia

From: [REDACTED]
Sent: Wednesday, July 18, 2012 3:18 PM
To: Suarez Alicia
Subject: Re: Toyota Motor Sales USA Inc - FF6427-12
Attachments: Toyota Purchase Contract.pdf

I do not believe there was a specific advertisement I responded to when I purchased the vehicle. If the contract you are referring to is the paperwork from when I originally bought the car, it is attached. If this is not what you're looking for, please advise. [REDACTED]

In a message dated 7/17/2012 9:35:04 A.M. Pacific Daylight Time, Alicia.Suarez@doj.state.or.us writes:

Please provide a copy of the contract; did you respond to an advertisement?



Alicia Suarez / Enforcement Officer

Oregon Department of Justice / Civil Enforcement Division

1162 Court Street NE, Salem, OR 97301

Phone: 503.934.4400 / Fax: 503.378.8910

alicia.suarez@doj.state.or.us

From: [REDACTED]
Sent: Friday, July 13, 2012 4:03 PM
To: Suarez Alicia
Subject: Re: Toyota Motor Sales USA Inc - FF6427-12

Ms. Suarez,

This isn't a normal wear and tear issue, nor am I questioning a service under the warranty. This was a known issue that could have been prevented with a simple zip tie to the tension bars in the trunk lid. Toyota was well aware of the problem but simply chose not to do anything about it. Because of their knowledge of this as an issue that could potentially create the situation that occurred in my car due to design flaws left intentionally unaddressed, the resolution to the problem has gone from \$2.00 to over \$2000.00. The issue in this case luckily did not lead to an electrical fire. However, had I not taken immediate precautions, it very easily may have. My concern is about the safety of the vehicle and the potential grave danger Toyota has placed the lives of their customers in.

I purchased the car brand new from Gresham Toyota in Gresham, Oregon in May 2007. It had less than ten miles on it at the time I believe. The fact the car has high miles on it is irrelevant. The design flaw was present when I initially purchased the vehicle. Nothing broke or wore out that would need to be repaired under any warranty. It is functioning the way it was meant to, it was simply designed poorly which under certain conditions, leads to short circuits and considered to be "good enough."

I look forward to hearing from you soon. [REDACTED]

From: Suarez Alicia <Alicia.Suarez@doj.state.or.us>

Date: Fri, 13 Jul 2012 11:30:47 -0700

To: [REDACTED]

Subject: Toyota Motor Sales USA Inc - FF6427-12

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How do you become aware of this vehicle? Did you respond to an advertisement? Please provide us a copy of the agreement.

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1162 Court Street NE, Salem, OR 97301

Phone: 503.934.4400 / Fax: 503.378.8910

alicia.suarez@doj.state.or.us

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=

MOTOR VEHICLE PURCHASE AGREEMENT

(INCLUDES TERMS ON BACK OF PAGE)

DEAL # 189517

EXPECTED DELIVERY DATE

06/08/2007

TODAY'S DATE

7/10/2007

NAME	RES	STOCK NO.
ADDRESS	BUS.	705145
CITY	STATE	ZIP
THORNTON	OR	97130

Subject to the terms and conditions set forth below and on reverse side, Purchaser agrees to purchase from Dealer the vehicle described below (the Vehicle). Delivery is to be made on the expected delivery date shown above or as soon thereafter as possible. HOWEVER, PURCHASER AGREES THAT NEITHER THE DEALER NOR THE MANUFACTURER WILL BE LIABLE FOR FAILURE TO EFFECT DELIVERY.

NEW OR USED	YEAR	# CYL.	MAKE	BODY TYPE	MODEL	VEHICLE IDENTIFICATION NUMBER (VIN)
NEW	2007		TOYOTA	4DR 3.5 F V6	CAMRY	2T1B11G5700000000
COLOR	DESCRIPTION	MILEAGE	LICENSE		SALES REPRESENTATIVE	
DEEPER SAND		74			DEBBIE K. KOTWICK	

ALL DEPOSITS TAKEN ON NEW VEHICLE ORDERS ARE NON-REFUNDABLE EARNEST MONIES

DESCRIPTION OF TRADE-IN				ITEMIZATION OF PURCHASE	
YEAR	MAKE	BODY TYPE	MODEL	Cash Price of Unit	
				\$	
VEHICLE IDENTIFICATION NO.					

IMPORTANT WARRANTY INFORMATION
Unless Dealer furnishes Purchaser 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 AND FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES SOLD BY DEALER. ALL USED VEHICLES ARE SOLD AS IS. Any warranty on any new vehicle or used vehicle still subject to a Manufacturer's warranty is that made by the Manufacturer only. All warranties, if any, by Manufacturers and suppliers are theirs, not Dealer's, and only the Manufacturers and suppliers shall be liable for performance under such warranties.

LIMITATION OF DAMAGES. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY DAMAGES FOR LOSS TO PROPERTY OR PERSONS OR DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Purchaser acknowledges that Dealer and/or Purchaser shall have the right to require that any claim, controversy, or dispute between the parties, including but not limited to those arising out of or relating to the Agreement, the interpretation thereof, or the vehicle, shall be resolved in binding arbitration in accordance with paragraph 31 on the backside of the Agreement. Both parties are waiving their right to a jury trial.

PURCHASER ☒ ACCEPTS

For a fee of \$ _____, this Dealership can electronically file your DMV forms. You will receive your standard Oregon license plates today and your registration and ownership documents will arrive more quickly; but electronic filing is optional and not required by law. If you do not want to electronically file your DMV forms, you will receive your documents and plates in DMV's standard processing time.

ACCEPTS ☒ (INITIAL) DECLINES ☒ (INITIAL)

A Buyers Guide has been posted on the window of each used vehicle. The information on the Buyers Guide for this Vehicle is part of and overrides any contrary provisions in this Agreement. Purchaser acknowledges receipt of Buyers Guide.

PURCHASER ☒ PURCHASER HAS READ ALL THE PROVISIONS PRINTED ON THE FRONT SIDE AND BACK SIDE OF THIS PAGE AND AGREES THAT THEY FORM A PART OF THIS CONTRACT.

PURCHASER SIGNATURE ☒ _____

DEALER _____

1. Total Cash Sale Price		\$
2. Other Charges:		
A. License/Registration Fee	\$	
B. Title Fee	\$	
C. DEC Certification Fee	\$	
D. Electronic Filing Fee	\$	
E. Title & Registration Processing Fee	\$	
F. Service Contract Fee	\$	
G.	\$	
H.	\$	
Total Other Charges (Add 2A through 2H)		\$
3. Downpayment:		
A. Cash Downpayment	\$	
B. One deferred downpayment (pickup pymt) due	\$	
C. Trade-in Value	\$	
Less: Owing	\$	
Total Down (A + B - C)	\$	
4. Unpaid balance of cash:		
Sale price (1 + 2 minus 3)	\$	
To be paid	\$	

Purchaser agrees to deliver to Dealer the title(s) to the Trade-in and warrants that Purchaser holds title to the Trade-in free and clear of all liens and encumbrances, except as noted below. Purchaser agrees to pay any lost title replacement fees. Subject to the terms set forth on the back of this Agreement, the Trade-in allowance shown on line 3C above is the amount Dealer agrees to credit to Purchaser's account, providing Purchaser accepts delivery of the Vehicle and completes the transaction in accordance with this Agreement. If the value of the Trade-in exceeds the amount owing on the Trade-in, the excess shall be included in Purchaser's down payment. If the payoff balance (amount owing) exceeds the amount shown on line 3C above, Purchaser shall pay the deficiency in cash on demand.

PAYOFF OWED TO _____

CO-PURCHASER SIGNATURE _____

DEALER _____

Purchaser agrees to obtain physical damage _____

Unless Dealer furnishes Purchaser 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 AND FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES SOLD BY DEALER. ALL USED VEHICLES ARE SOLD AS IS. Any warranty on any new vehicle or used vehicle still subject to a Manufacturer's warranty is that made by the Manufacturer only. All warranties, if any, by Manufacturers and suppliers are theirs, not Dealer's, and only the Manufacturers and suppliers shall be liable for performance under such warranties.

LIMITATION OF DAMAGES. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY DAMAGES FOR LOSS TO PROPERTY OR PERSONS OR DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Purchaser acknowledges that Dealer and/or Purchaser shall have the right to require that any claim, controversy, or dispute between the parties, including but not limited to those arising out of or relating to the Agreement, the interpretation thereof, or the vehicle, shall be resolved in binding arbitration in accordance with paragraph 11 on the backside of the Agreement. Both parties are waiving their right to a jury trial.

PURCHASER ☒

For a fee of \$_____, the Dealership can electronically file your DMV forms. You will receive your standard Oregon license plates today, and your registration and ownership documents will arrive more quickly. But electronic filing is optional and not required by law. If you do not want to electronically file your DMV forms, you will receive your documents and plates in DMV standard processing time.

ACCEPTS ☒ (INITIAL) DECLINES ☒ (INITIAL)

A Buyers Guide has been posted on the window of each used vehicle. The information on the Buyers Guide for this Vehicle is part of, and overrides any contrary provisions in this Agreement. Purchaser acknowledges receipt of Buyers Guide.

PURCHASER ☒

PURCHASER HAS READ ALL THE PROVISIONS PRINTED ON THE FRONT SIDE AND BACK SIDE OF THIS PAGE AND AGREES THAT THEY FORM A PART OF THIS CONTRACT.

PURCHASER
SIGNATURE ☒

CO-PURCHASER
SIGNATURE

DEALER ☒ (INITIAL)

Purchaser agrees to obtain physical damage and liability insurance on the Vehicle. Delivery of the Vehicle to Purchaser is subject to credit approved by a financial institution of Dealer's choice (Lender). If Purchaser's credit is not approved by Lender, Purchaser will immediately return the Vehicle to Dealer. THE FRONT AND BACK OF THIS AGREEMENT COMPRISE THE ENTIRE AGREEMENT PERTAINING TO THIS TRANSACTION AND IT MAY ONLY BE AMENDED BY A WRITING SIGNED BY ALL OF THE PARTIES.

Copyright © 2008, DADA Services, Inc. 2008. All Rights Reserved. (800) 444-2666
Subject to the terms and conditions of the attached license agreement. Terms and Conditions

FORM NO. 0941-01 (Rev. 06/08)

PURCHASER'S COPY

1. Total Cash Sale Price	\$ 7,245.00
2. Other Charges	
A. License/Registration Fee	\$ 100.00
B. Title Fee	\$ 100.00
C. DEC Certification Fee	\$ 100.00
D. Electronic Filing Fee	\$ 100.00
E. Title & Registration Processing Fee	\$ 100.00
F. Service Contract Fee	\$ 100.00
G.	\$ 100.00
H.	\$ 100.00
Total Other Charges (Add 2A through 2H)	\$ 700.00
3. Downpayment	
A. Cash Downpayment	\$ 100.00
B. One deferred downpayment (pickup pymt)	\$ 100.00
C. Trade In Value	\$ 100.00
Less: Owing \$	Not \$
Total Down (A + B + C)	\$ 300.00
4. Unpaid balance of cash	\$ 6,945.00
sale price (1 + 2 minus 3)	
To be paid	

Purchaser agrees to deliver to Dealer the title(s) to the Trade-In and warrants that Purchaser holds title to the Trade-In free and clear of all liens and encumbrances except as noted below. Purchaser agrees to pay any lost title replacement fees. Subject to the terms set forth on the back of this Agreement, the Trade-In allowance shown on line 3C above is the amount Dealer agrees to credit to Purchaser's account, providing Purchaser accepts delivery of the Vehicle and completes the transaction in accordance with this Agreement. If the value of the Trade-In exceeds the amount owing on the Trade-In, the excess shall be included in Purchaser's down payment. If the payoff balance (amount owing) exceeds the amount shown on line 3C above, Purchaser shall pay the deficiency in cash on demand.

PAYOFF OWED TO

570 K.E. Hopewell
Chatham, OH 45705
502-624-1155

7465 C. Hwy 37
Rochester, OH 47795
541-829-0119

ONE-A-CAR
1300 S. 2nd St. E.
Sault Ste. Marie, MI 49783
507-331-0741

ONE-A-CAR
1500 S. 2nd St.
Sault Ste. Marie, MI 49783
507-331-0664

THE COMPLETE ADDRESS OF BOTH THE DEALER AND PURCHASER
MUST BE CLEARLY PRINTED ON THIS FORM.

EXPECTED
DELIVERY DATE

TODAY'S
DATE

PURCHASER'S NAME		RES.	BUS.		STOCK NO.
ADDRESS		CITY	STATE	ZIP	

Subject to the terms and conditions set forth below and on reverse side, Purchaser agrees to purchase from Dealer the vehicle described below (the Vehicle). Delivery is to be made on the expected delivery date shown above or as soon thereafter as possible. HOWEVER, PURCHASER AGREES THAT NEITHER THE DEALER NOR THE MANUFACTURER WILL BE LIABLE FOR FAILURE TO EFFECT DELIVERY.

NEW/USED	YEAR	#CYL.	MAKE	MODEL	YEAR	MAKE	MODEL
VIN				MILEAGE			
EXPIRATION DATE				MILEAGE			

DESCRIPTION OF TRADE-IN			
YEAR	MAKE	MODEL	TYPE

EXPIRATION DATE

EXPIRATION DATE

EXPIRATION DATE

EXPIRATION DATE

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I HEREBY CERTIFY, WARRANT AND DECLARE UNDER PENALTY OF PERJURY THAT THE FOLLOWING IS TRUE AND CORRECT:

1. That the vehicle has not been involved in any collision resulting in any frame or chassis damage, and does not contain any hidden defects of the frame or chassis;
2. That other than the credit for the state payoff balance, the title is otherwise free and clear of any and all liens or encumbrances;
3. That the air bag(s) is/are intact and have not been deployed or repaired;
4. That the certificate of title for said vehicle does not indicate that the vehicle is "REBUILT", "PREVIOUS DAMAGE", "SALVAGE", OR "LEMON";
5. That the above described vehicle has not been totaled out by an insurance company or determined to have an uncorrected non-conformity or serious safety defect as the result of any final determination, adjudication or settlement in Oregon or any other state;
6. That the vehicle's emissions control equipment is intact, standard to the vehicle, and that no part of the system has been removed or altered;
7. That the vehicle has not sustained fire or flood damage;
8. That the vehicle has not been repurchased by the manufacturer for any reason;
9. The only exceptions to these representations are:

PAYMENT PROTECTION WAIVER

WHAT DOES PAYMENT PROTECTION DO?

LIFE COVERAGE: If you die during the term of the loan, your loan is paid off, both the principal and interest, and the title to the car passes to your beneficiary. There is no continuation of payments while your estate is being settled. The car becomes an asset to your estate rather than a liability. Your private life insurance was not designed to pay off this; don't depend on it to pay off your car loan.

DISABILITY: If you are out of work for a specified number of days due to sickness or injury, whether it occurs on the job or off the job, the insurance will pay retroactively to the first day that you weren't working. It will make the complete payment for as long as the disability continues.

THIS COVERAGE IS INEXPENSIVE. Everyone pays the same low rate, regardless of your age. **YOU ARE CHARGED ONLY FOR THE TIME THAT THE LOAN IS OPEN.** Pay your account off early and the money comes back to you. **THE PREMIUMS ARE INCLUDED WITH YOUR PAYMENT AND COST JUST PENNIES PER DAY.**

I verify that the payment protection offered on the purchase of the above described property has been explained to me and I agree to pay for this protection.

☒ (INITIAL) PURCHASER DECLINES PAYMENT PROTECTION

SERVICE CONTRACT WAIVER

Purchaser acknowledges that Dealer has offered to sell to Purchaser extended service protection but that Purchaser has elected not to purchase that protection. Instead, Purchaser will purchase Vehicle AS IS. Except for the Manufacturer's warranty, if any, Purchaser will assume the entire cost of all necessary servicing or repair. **AND PURCHASER WAIVES ALL RIGHTS TO THE EXTENDED SERVICE PROTECTION OFFERED, IF ANY.**

☒ (INITIAL) PURCHASER ACCEPTS AS IS RESULT OF AVOID STATEMENT

A WORD FROM YOUR DEALER ABOUT THE EMISSION CONTROL EQUIPMENT ON YOUR NEW AUTOMOBILE

If the vehicle described above is new, Dealer wants you to know that at the time of delivery:

1. Based upon written notification furnished by the manufacturer, we have knowledge that this vehicle is covered by an Environmental Protection Agency (EPA) Certificate of Conformity.
2. We have made a visual inspection limited to those emissions control devices or portions thereof which are visible without removal or adjustment of any component or system of the vehicle, whether emissions related or otherwise. Based upon such visual inspection, there are no apparent deficiencies in the installation of emissions control devices by the manufacturer.

3. That the airbag(s) is/are intact and have not been deployed or repaired;

4. That the certificate of title for said vehicle does not indicate that the vehicle is "REBUILT", "PREVIOUS DAMAGE", "SALVAGE", OR "LEMON";

5. That the above described vehicle has not been totaled out by an insurance company or determined to have an uncorrected non-conformity or serious safety defect as the result of any final determination, adjudication or settlement in Oregon or any other state;

6. That the vehicle's emissions control equipment is intact, standard to the vehicle, and that no part of the system has been removed or altered;

7. That the vehicle has not sustained fire or flood damage;

8. That the vehicle has not been repurchased by the manufacturer for any reason;

9. The only exceptions to these representations are:

I acknowledge that the Dealer is relying on the foregoing warranties and that without such warranties, Dealer would not be purchasing the vehicle. I further acknowledge that a breach of any of the foregoing warranties entitles Dealer to rescind this agreement and to recover from me any damages sustained by Dealer resulting from said breach, including attorney's fees and costs.

I further certify that the vehicle has not had collision repairs in excess of \$500, unless noted below. In the case of an RV, I further state that all accessories, appliances and water systems are fully operable, unless noted below.

PURCHASER X _____

X _____ WAIVING TO ME, and I waive my right to this protection

INITIAL PURCHASER DECLINED PAYMENT PROTECTION

SEMI-EXTENDED SERVICE PROTECTION

Purchaser acknowledges that Dealer has offered to sell to Purchaser extended service protection but that Purchaser has elected not to purchase that protection. Instead, Purchaser will purchase Vehicle AS IS. Except for the Manufacturer's warranty, if any, Purchaser will assume the entire cost of all necessary servicing or repair. AND PURCHASER WAIVES ALL RIGHTS TO THE EXTENDED SERVICE PROTECTION OFFERED, IF ANY.

X _____ INITIAL PURCHASER ACKNOWLEDGES SERVICE EXTENSION STATEMENT

EPACERTIFICATE OF CONFORMANCE

A WORD FROM YOUR DEALER ABOUT THE EMISSION CONTROL EQUIPMENT ON YOUR NEW AUTOMOBILE

If the vehicle described above is new, Dealer wants you to know that at the time of delivery:

1. Based upon written notification furnished by the manufacturer, we have knowledge that the vehicle is covered by an Environmental Protection Agency (EPA) Certificate of Conformity.

2. We have made a visual inspection limited to those emissions control devices or portions thereof which are visible without removal or adjustment of any component or system of the vehicle, whether emissions related or otherwise. Based upon such visual inspection, there are no apparent deficiencies in the installation of emission control devices by the manufacturer. (Emissions control device is limited to air devices installed on a vehicle for the sole or primary purpose of controlling vehicle emissions which were not in general use prior to 1968.)

3. We have performed an emission control system inspection required by the manufacturer prior to the sale of the vehicle, as set forth in the current procedure service manual provided by the manufacturer.

4. Except as may be provided in Paragraph 5 below, if this vehicle features EPA-approved emission test prior to the expiration of three months or 4,000 miles whichever occurs first from the date of mileage at the time of delivery to the ultimate purchaser, and the vehicle has been maintained and used in accordance with the written instructions for proper maintenance and use, then the vehicle manufacturer shall remedy the nonconformity free of charge to the vehicle owner under the terms of the manufacturer's emission performance warranty.

5. ☐ Check if the vehicle is a company car or demonstrator and complete the following:

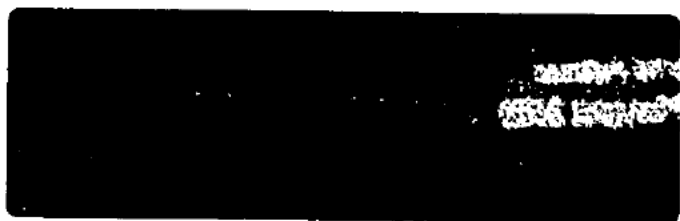
The vehicle with which this statement is delivered was placed in service as a demonstrator or company car prior to delivery. The manufacturer's emission performance warranty applied commences on the date the vehicle was first placed in service, namely on _____.

NOTE: THE DEALER MAKES NO REPRESENTATION OR WARRANTY THAT THE EMISSION CONTROL SYSTEM OR ANY PART THEREOF IS WITHOUT DEFECT NOR THAT THE SYSTEM WILL PROPERLY PERFORM. THE MANUFACTURER'S EMISSION PERFORMANCE WARRANTY REFERRED TO ABOVE FURNISHED WITH THIS VEHICLE IS SOLELY THAT OF THE MANUFACTURER.

The above statement is required by Section 207 of the Clean Air Act (42 U.S.C. 7547) and the EPA regulations issued thereunder.

X _____ INITIAL PURCHASER ACKNOWLEDGES SERVICE EXTENSION STATEMENT

PURCHASER'S COPY



Defects
AM