



# ELM CHEVROLET COMPANY, INC.

301 East Church Street • Elmira, NY 14901  
 Phone (607) 734-4141 • Fax (607) 734-4621 • Toll Free (800) 453-4646  
 New York State Registered Facility No. 4080014  
**VEHICLE CASH PURCHASE AGREEMENT**



**THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER** DEALER [REDACTED]

BUYER [REDACTED]	DATE OF BIRTH [REDACTED]
CO-BUYER [REDACTED]	HOME PHONE [REDACTED] BUSINESS PHONE [REDACTED]
STREET [REDACTED]	CELL PHONE [REDACTED] FAX NUMBER [REDACTED]
CITY <u>ELMIRA</u> STATE <u>NY</u> ZIP [REDACTED]	CUSTOMER EMAIL ADDRESS [REDACTED]

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

DEAL NO. [REDACTED]	CUSTOMER NO. [REDACTED]	SALESPERSON [REDACTED]
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USED	YEAR	MAKE	MODEL	V.I.N.	STOCK NO.
	<u>2017</u>	<u>CHEVROLET</u>	<u>VOLT</u>	[REDACTED]	[REDACTED]
		BODY <u>4DSD</u>	COLOR <u>GR</u>		
INSP #	MILES	DATE	VEHICLE PRICE		
	<u>32372</u>		\$ 19931.50		
DEALER INSTALLED ACCESSORIES			DEALER INSTALLED ACCESSORIES	\$ NA	
			EXTENDED SERVICE POLICY	\$ 2931.00	
			<b>TOTAL PRICE</b>	<b>\$ 22862.50</b>	
			LESS TRADE-IN CREDIT	\$ NA	
			<b>CASH PRICE OR TRADE DIFFERENCE</b>	<b>\$ 22862.50</b>	
			SALES TAX: COUNTY <u>CHEMUNG</u> 8.000 %	\$ 1829.00	
			*Dealer's optional fee for processing application for registration and or certificate of title THIS IS NOT A DMV FEE.*	\$ 75.00	
			LICENSE, REGISTRATION (ESTIMATE)**	\$ 212.50	
			INSPECTION FEE	\$ 10.00	
			OTHER - ITEMIZE	\$ NA	
			<b>TOTAL CASH PRICE DELIVERED</b>	<b>\$ 24989.00</b>	
			LESS CASH DEPOSIT (RECEIPT # )	\$ NA	
			REBATE	\$ NA	
			REBATE	\$ NA	
			REBATE	\$	
			REBATE	\$	
			REBATE	\$ NA	
			REBATE	\$ NA	
			PLUS BALANCE OWING ON TRADE-IN	\$ NA	
			<b>CASH DUE ON DELIVERY</b>	<b>\$ 3000.00</b>	
			<b>BALANCE TO BE FINANCED</b>	<b>\$ 21989.00</b>	
			LIENHOLDER: <u>COMMUNITY BANK N.A.</u>		
			TERM: <u>75</u> APR: <u>4.09000</u>		

*Check [REDACTED]*  
*Amount of \$3,666*

**CONSUMER INFORMATION** **INSURANCE INFORMATION**

Estimated Delivery Date <u>03/18/2019</u> /Place of Delivery <u>ELM CHEVROLET</u>	INSURANCE COMPANY	
If the new motor vehicle has not been delivered in accordance with this contract within 30 days following the estimated delivery date, the consumer has the right to cancel the contract and to receive a full refund, unless the delay in delivery is attributable to the consumer.	AGENT NAME	
PRIOR USE CERTIFICATION (REQUIRED BY VEHICLE AND TRAFFIC LAW 417-A IF PRINCIPAL PRIOR USE OF THE VEHICLE WAS AS A POLICE VEHICLE, TAXICAB, DRIVER EDUCATION VEHICLE OR RENTAL VEHICLE. THE PRINCIPAL PRIOR USE OF THIS VEHICLE WAS AS: A POLICE VEHICLE _____, A TAXICAB _____, A DRIVER EDUCATION VEHICLE _____, OR A RENTAL VEHICLE _____.	AGENT ADDRESS	
** The amount indicated on your sales or lease agreement for registration and title fees is an estimate. In some instances, it may exceed the actual fees due to 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 the Motor Vehicle fees are more than the estimate charged, you will be responsible to pay the dealer indicated above the excess charges.	PHONE	
Customer Initials _____ Date <u>03/18/2019</u>	POLICY NO.	
* THE OPTIONAL DEALER REGISTRATION OR TITLE APPLICATION PROCESSING FEE IS NOT A NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLES FEES. UNLESS A LIEN IS BEING RECORDED OR THE DEALER ISSUED NUMBER PLATES, YOU MAY SUBMIT YOUR OWN APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE TO ANY MOTOR VEHICLE ISSUING OFFICE.	SPOKE WITH	
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.	DEDUCTIBLE \$	
IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE, THIS DEALER 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.	COLLISION \$	
CONTRACTUAL DISCLOSURE FOR USED VEHICLES ONLY *THIS INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FROM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.*	COMPREHENSIVE	
SPECIAL NOTICE TO CONSUMER IF, UNDER THE LAW OF THE STATE OF NEW YORK CONTROLLING THE SALE OF USED MOTOR VEHICLES YOU SHOULD BE ENTITLED TO A REFUND IN CONNECTION WITH THIS TRANSACTION, THE VALUE OF ANY VEHICLE YOU MAY HAVE TRADED-IN (IF THE SELLER CHOOSES NOT TO RETURN IT TO YOU) SHALL NOT BE THE VALUE LISTED IN THIS DOCUMENT. INSTEAD, THE VALUE WILL BE DETERMINED BASED ON THE NATIONAL AUTO DEALERS ASSOCIATION USED CAR WHOLESALER VALUE OR OTHER GUIDE APPROVED BY THE COMMISSIONER OF MOTOR VEHICLES, AND ADJUSTED FOR MILEAGE, IMPROVEMENTS AND ANY MAJOR PHYSICAL OR MECHANICAL DEFECTS.	<b>THE TRADE-IN</b>	
A FULL TANK OF FUEL IS INCLUDED WITH ALL RETAIL SALES OF NEW VEHICLES.	VIN	MILEAGE
	YEAR	MAKE
	MODEL	CYL
	BODY	COLOR
	PLATE NO.	EXP. DATE
	PAYOFF CO.	PHONE
	ADDRESS	
	LIEN ACCT #	CLOSE OUT \$ <u>NA</u>
	GOOD UNTIL	VERIFIED BY
	DATE	DATE
	I HEREBY STATE THAT THERE ARE NO LIENS OR ENCUMBRANCES ON THE VEHICLE THAT I AM TRADING, OTHER THAN THOSE STATED ABOVE AND THAT THE VEHICLE I AM TRADING DOES NOT HAVE A SALVAGE, FLOOD, RECONSTRUCTED, OR NON-USA-STD. TITLE.	
	DATE	BUYER'S SIGNATURE
	I HAVE READ THE TERMS ON BOTH SIDES OF THIS AGREEMENT AND ACCEPT THEM AS STATED.	
	BUYER'S SIGNATURE	DATE: <u>03/18/2019</u>
	CO-BUYER SIGNATURE	DATE:
	APPROVED SELLER	DATE: <u>03/18/2019</u>

PLEASE SEE OTHER SIDE FOR A [REDACTED]

## 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 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.
2. **Trade-In: Buyer's Obligation:** At the time I deliver the trade-in vehicle to you, I promise to sign a Bill of Sale, 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; and (f) 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; or Not Actual Mileage\_ appears on the Certificate of Title and that I am responsible for providing the title to you. 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 damages which may incur as a result of my failure to perform any of my obligations under the terms of this agreement, including attorney's fees and cost of collection for any breach of this agreement.
4. **Delays in Delivery.** I understand that you shall not be liable for delays caused by the manufacturer, accidents, sureties, fires or other causes beyond your control. Provided you promptly place my order with the manufacturer and the manufacturer refuses to accept the order or fails to deliver the vehicle after accepting the order, upon your prompt notification and refund of my deposit, I will not hold you liable and this agreement shall be cancelled.
5. **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.
6. **Price Changes.**
  - (a) THE TOTAL CASH PRICE DELIVERED LESS THE TRADE-IN ALLOWANCE SHOWN ON THE FRONT OF THIS AGREEMENT IS THE FINAL CONTRACT PRICE TO WHICH YOU AND I HAVE AGREED, AND, IF THE VEHICLE IS A NEW MOTOR VEHICLE, NO ADDITIONAL FEE OR CHARGE WILL BE IMPOSED OR COLLECTED DUE TO CHANGES IN THE MANUFACTURER'S LIST PRICE, OR CHANGES IN THE COST OF FREIGHT OR SERVICES PROVIDED BY YOU.
  - (b) A REDUCTION IN THE VALUE OF THE TRADE-IN MAY RESULT IN AN INCREASE IN THE CASH DELIVERED I WILL HAVE TO PAY AS PROVIDED IN PARAGRAPH 1 OF THIS AGREEMENT.
  - (c) 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.
  - (d) 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.
  - (e) 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 6 THEN I WILL [AY 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.
7. **Change of Design.** I understand that the manufacturer has the right to change the design of the vehicle, its chassis, accessories or any parts at any time without notice to YOU or ME. In the event of such a change in the manufacturer, YOU shall have no duty to ME except to deliver the vehicle as made by the manufacturer.
8. **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.
9. **New York Law Applies.** You and I agree that this Agreement is governed by New York State Law.
10. **The New York State Waste Tire Management Fee** is included in the sale of a vehicle that has had Brand new Tires put on it (used vehicle) or is a New Vehicle and the Tires are the first retail sale of the vehicle. The Waste Tire Management Fee applies to the spare tire also, including donuts. I understand that you are required to charge a separate and distinct waste tire management and recycling fee of \$2.50 for each new tire I am purchasing as part of the vehicle described on this agreement.

# N. Y. STATE DEALER LIMITED USED PASSENGER VEHICLE WARRANTY

Dealer Name: ELM CHEVROLET CO., INC.  
Address: 301 E. CHURCH ST City ELMIRA State NY Zip [REDACTED]  
Telephone No. [REDACTED]  
Buyer: [REDACTED]  
Address: [REDACTED] City ELMIRA State NY Zip [REDACTED]  
Vehicle Year 2017 Make CHEVROLET Model VOLT  
Vin # [REDACTED] Odometer Reading 32372

## Terms of Warranty as required by New York State Law:

"I," "me" and "my" refer to the Buyer or Lessee. "You" and "your" refer to the Seller or Lessor. You warrant that you will repair or replace, without cost to me, the failure of a covered part on the vehicle described in the agreement between you and me on the following conditions:

**[1] Term of warranty.** If the vehicle has 36,000 miles or less, this warranty is for 90 days or 4,000 miles, whichever comes first. If the vehicle has more than 36,000 miles, but less than 80,000 miles, this warranty is for 60 days or 3,000 miles, whichever comes first. If the vehicle has 80,000 miles or more, but no more than 100,000 miles, this warranty is for 30 days or 1,000 miles, whichever comes first. The mileage is shown on the agreement between you and me. The term of this warranty is extended for periods during which the vehicle is in the possession of you or your agent for repairs and/or during which repair services are not available because of war, invasion, strike, fire, flood, or other natural disaster.

**[2] Vehicles covered.** This warranty applies only to a used motor vehicle which, at the time of my purchase has either more than 18,000 miles of operation or is purchased two (2) years or more after the date of original delivery. Motorcycles, motor homes and off-road vehicles and any used motor vehicle with a purchase price of less than \$1,500.00 are not covered by this warranty. This warranty does not apply to classic cars registered pursuant to Section 401 of the Vehicle and Traffic Law.

**[3] Parts covered by this warranty.** The following parts only are covered:

- (a) Engine. All lubricated parts, water and fuel pump, manifolds, engine block, cylinder head, rotary engine housings, flywheels;
- (b) Transmission. Transmission case, internal parts, torque converter;
- (c) Drive Axle. Front and rear axle housings, internal parts, axle and propeller shafts, universal joints;
- (d) Brakes. Master and wheel cylinders, vacuum assist booster, hydraulic lines, fittings and disc brake calipers;
- (e) Radiator;
- (f) Steering. Steering gear housing, all internal parts, power steering pump, valve body, pinion and rack;
- (g) Alternator, generator, starter, ignition system (except battery).

**[4] Items not covered.** This warranty does not cover:

- (a) failure of covered parts caused by lack of customary maintenance, collision, abuse, negligence, theft, vandalism, fire or other casualty, or damage from the environment, or if the odometer has been stopped or altered so that the vehicle's actual mileage cannot be readily determined or if a covered part has been altered so as to cause it or another covered part, to fail;
- (b) maintenance services and parts used in connection with such services such as seals, gaskets, fluids, oil or grease unless required in connection with a repair of a covered part;
- (c) tune up;
- (d) failure resulting from racing or competition, towing a trailer or another vehicle (unless vehicle purchased is equipped for this as recommended by the manufacturer);
- (e) failure if the vehicle is used to carry passengers for hire or rented to someone else;
- (f) repair to valves and/or rings to correct low compression and/or oil consumption which are considered normal wear.

**[5] Limitation of damages.** You shall not be held responsible for property damage arising or allegedly arising out of the failure of a covered part. I also agree that you will not be liable to me for the loss of the use of the vehicle, the loss of time, inconvenience, commercial loss, incidental, consequential or special damages.

**[6] Who may enforce the warranty.** This warranty may be enforced by me, or if the vehicle is transferred to my spouse or child, by my spouse or child. No other person may enforce this warranty.

**[7] Other warranties.** This warranty is in lieu of any other express warranty by you. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY LIMITED TO THE SAME TERM AS THIS WARRANTY. Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages. Some of the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state.

**[8] Notice of warranty claims.** To make a claim under this warranty, I must notify you of the claim within the specified warranty period and further I understand that this warranty requires that you (the selling/leasing dealer) or your agent must repair or at your election reimburse me for the reasonable cost of repairing the failure of a covered part.

## -NOTICE TO USED VEHICLE BUYER/LESSEE-

If you are entitled to a refund under section 198-b of the General Business Law, the dealer may, instead of returning your trade-in, pay you its wholesale value determined by reference to the National Auto Dealers Association Used Car Guide or another guide approved by the Commissioner of Motor Vehicles, adjusted for mileage, improvements and major physical/mechanical defects, and not the value listed in the contract.

In witness whereof we have attached our signatures on this 18 day of March, 2019.

[REDACTED] by F&I MANAGER  
(department head)

## USED CAR LEMON LAW BILL OF RIGHTS

1. IF YOU PURCHASE A USED CAR FOR MORE THAN ONE THOUSAND FIVE HUNDRED DOLLARS, OR LEASE A USED CAR WHERE YOU AND THE DEALER HAVE AGREED THAT THE CAR'S VALUE IS MORE THAN ONE THOUSAND FIVE HUNDRED DOLLARS, FROM ANYONE SELLING OR LEASING THREE OR MORE USED CARS A YEAR, YOU MUST BE GIVEN A WRITTEN WARRANTY.
2. IF YOUR USED CAR HAS 18,000 MILES OR LESS, YOU MAY BE PROTECTED BY THE NEW CAR LEMON LAW.
3. (A) IF YOUR USED CAR HAS MORE THAN 18,000 MILES AND UP TO AND INCLUDING 36,000 MILES, A WARRANTY MUST BE PROVIDED FOR AT LEAST 90 DAYS OR 4,000 MILES, WHICHEVER COMES FIRST.  
(B) IF YOUR USED CAR HAS MORE THAN 36,000 MILES BUT LESS THAN 80,000 MILES, A WARRANTY MUST BE PROVIDED FOR AT LEAST 60 DAYS OR 3,000 MILES, WHICHEVER COMES FIRST.  
(C) IF YOUR USED CAR HAS 80,000 MILES OR MORE BUT NO MORE THAN 100,000 MILES, A WARRANTY MUST BE PROVIDED FOR AT LEAST 30 DAYS OR 1,000 MILES, WHICHEVER COMES FIRST. CARS WITH OVER 100,000 MILES ARE NOT COVERED.
4. IF YOUR ENGINE, TRANSMISSION, DRIVE AXLE, BRAKES, RADIATOR, STEERING, ALTERNATOR, GENERATOR, STARTER, OR IGNITION SYSTEM (EXCLUDING THE BATTERY) ARE DEFECTIVE, THE DEALER OR HIS AGENT MUST REPAIR OR, IF HE SO CHOOSES, REIMBURSE YOU FOR THE REASONABLE COST OF REPAIR.
5. IF THE SAME PROBLEM CANNOT BE REPAIRED AFTER THREE OR MORE ATTEMPTS, YOU ARE ENTITLED TO RETURN THE CAR AND RECEIVE A REFUND OF YOUR PURCHASE PRICE OR OF ALL PAYMENTS MADE UNDER YOUR LEASE CONTRACT, AND OF SALES TAX AND FEES, MINUS A REASONABLE ALLOWANCE FOR ANY DAMAGE NOT ATTRIBUTABLE TO NORMAL USAGE OR WEAR, AND, IN THE CASE OF A LEASE CONTRACT, A CANCELLATION OF ALL FURTHER PAYMENTS YOU ARE OTHERWISE REQUIRED TO MAKE UNDER THE LEASE CONTRACT.
6. IF YOUR CAR IS OUT OF SERVICE TO REPAIR A PROBLEM FOR A TOTAL OF FIFTEEN DAYS OR MORE DURING THE WARRANTY PERIOD YOU ARE ENTITLED TO RETURN THE CAR AND RECEIVE A REFUND OF YOUR PURCHASE PRICE OR OF ALL PAYMENTS MADE UNDER YOUR LEASE CONTRACT, AND OF SALES TAX AND FEES, MINUS A REASONABLE ALLOWANCE FOR ANY DAMAGE NOT ATTRIBUTABLE TO NORMAL USAGE OR WEAR, AND, IN THE CASE OF A LEASE CONTRACT, A CANCELLATION OF ALL FURTHER PAYMENTS YOU ARE OTHERWISE REQUIRED TO MAKE UNDER THE LEASE CONTRACT.
7. A DEALER MAY PUT INTO THE WRITTEN WARRANTY CERTAIN PROVISIONS WHICH WILL PROHIBIT YOUR RECOVERY UNDER CERTAIN CONDITIONS; HOWEVER, THE DEALER MAY NOT CAUSE YOU TO WAIVE ANY RIGHTS UNDER THIS LAW.
8. A DEALER MAY REFUSE TO REFUND YOUR PURCHASE PRICE, OR THE PAYMENTS MADE UNDER YOUR LEASE CONTRACT, IF THE PROBLEM DOES NOT SUBSTANTIALLY IMPAIR THE VALUE OF YOUR CAR, OR IF THE PROBLEM IS CAUSED BY ABUSE, NEGLIGENCE, OR UNREASONABLE MODIFICATION.
9. IF A DEALER HAS ESTABLISHED AN ARBITRATION PROCEDURE, THE DEALER MAY REFUSE TO REFUND YOUR PURCHASE PRICE UNTIL YOU FIRST RESORT TO THE PROCEDURE. IF THE DEALER DOES NOT HAVE AN ARBITRATION PROCEDURE, YOU MAY RESORT TO ANY REMEDY PROVIDED BY LAW AND MAY BE ENTITLED TO YOUR ATTORNEY'S FEES IF YOU PREVAIL.
10. AS AN ALTERNATIVE TO THE ARBITRATION PROCEDURE MADE AVAILABLE THROUGH THE DEALER YOU MAY INSTEAD CHOOSE TO SUBMIT YOUR CLAIM TO AN INDEPENDENT ARBITRATOR, APPROVED BY THE ATTORNEY GENERAL. YOU MAY HAVE TO PAY A FEE FOR SUCH AN ARBITRATION. CONTACT YOUR LOCAL CONSUMER OFFICE OR ATTORNEY GENERAL'S OFFICE TO FIND OUT HOW TO ARRANGE FOR INDEPENDENT ARBITRATION.
11. IF ANY DEALER REFUSES TO HONOR YOUR RIGHTS OR YOU ARE NOT SATISFIED BY THE INFORMAL DISPUTE SETTLEMENT PROCEDURE, COMPLAIN TO THE NEW YORK STATE ATTORNEY GENERAL, EXECUTIVE OFFICE, CAPITOL, ALBANY, N.Y. 12224.

A cost free alternative to the Attorney General's Alternative Dispute Settlement Procedure in the New York State Automotive Consumer Action Program (AUTOCAP), sponsored by the New York State Automobile Dealer Association.

For information as to whether the selling dealer participates in a statewide or local AUTOCAP mediation program, call 1-800-342-9208.

# FACTS

## WHAT DOES ELM CHEVROLET DO WITH YOUR PERSONAL INFORMATION?



**Why?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

**How?** All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Elm Chevrolet chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Elm Chevrolet Share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>Yes</b>	<b>No</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For nonaffiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

**Questions?** Call (607) 734-4141 or go to [www.elmchevrolet.com](http://www.elmchevrolet.com)

### CUSTOMER ACKNOWLEDGEMENT:

I (we) acknowledge that I (we) received a copy of this notice and that I (we) received a copy of this

[Redacted Signature]

[Redacted Printed Name]

3/18/19  
Date

Signature

Printed Name

Date

Who we are	
Who is providing this notice?	Elm Chevrolet
What we do	
How does Elm Chevrolet protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Elm Chevrolet collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ Apply for financing or apply for a lease</li> <li>■ Show us your driver's license or provide employment history</li> <li>■ Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ Sharing for affiliates' everyday business purposes—information about your credit worthiness</li> <li>■ Affiliates from using your information to market to you</li> <li>■ Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>We have no affiliates</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Elm Chevrolet does not share personal information with nonaffiliates so they may market to you.</i></li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Elm Chevrolet does not practice joint marketing.</i></li> </ul>
Other important information	