



4123 Lovington Hwy • Hobbs, New Mexico 88240  
 (575) 392-4641 • Fax (575) 392-5116  
 www.tatebranchdodge.com

BUYER'S NAME [REDACTED] DATE April 5 2019  
 ADDRESS [REDACTED] DRIVER'S LIC. NO. [REDACTED] RES. [REDACTED]  
 BIRTHDATE [REDACTED] BUS. [REDACTED]  
 CITY Hobbs STATE NM ZIP [REDACTED] SPOUSE'S BIRTHDATE [REDACTED]  
 SOCIAL SECURITY NO. [REDACTED]  
 YEAR 2019 NEW USED DEMO MAKE GMC MODEL Sierra 1500 CYL. 4 BODY Crew Cab  
 STOCK NO. [REDACTED] SERIAL NO. [REDACTED] COLOR Black MILEAGE 36502 TAB NO. [REDACTED]

EQUIPPED AS FOLLOWS:

DELIVERED AS EQUIPPED	\$	58,991.3
DEALER INSTALLED EQUIPMENT	\$	N/A
		0.0

TRADE IN		CASH PRICE	\$	58,991.3
YEAR 2005	MAKE Hummer	EXCISE TAX	\$	2,079.8
MODEL H2 SUV	BODY SUV	REGISTRATION FEE	\$	8.00
COLOR [REDACTED]	LIC. NO. [REDACTED]	DEALER SERVICE TRANSFER FEE	\$	34.00
STATE NM	TAB NO. [REDACTED]	OTHER / GAP	\$	7.00
MILEAGE 121151		TOTAL CASH PRICE	\$	62,200.00

**INSURANCE**

Buyer may choose company and/or agent through which insurance is to be obtained. Physical damage coverage as may be required by a lien holder must be in force at time of delivery.

Liability Insurance for bodily injury or property damage caused to others is not provided with this Agreement. If you desire Liability Insurance Coverage, you should obtain such coverage from an Agent of your choice.

NAME OF CO.: State Farm Mutual Ins  
 AGENT: State Farm Mutual Ins PHONE [REDACTED]  
 ADDRESS [REDACTED]  
 CITY [REDACTED] STATE [REDACTED] ZIP [REDACTED]

TRADE ALLOWANCE	\$	7,000.00
LESS BALANCE OWING	\$	N/A
EQUITY IN TRADE	\$	7,000.00
DEPOSIT WITH ORDER	\$	
CASH ON DELIVERY	\$	2.00
TOTAL DOWN PAYMENT	\$	9.00
<b>UNPAID BALANCE DUE</b>	\$	<b>52.00</b>

BALANCE OWED TO:

NAME [REDACTED]  
 ADDRESS [REDACTED]  
 CITY, STATE, ZIP [REDACTED]  
 PHONE [REDACTED]  
 QUOTED BY [REDACTED] GOOD TIL [REDACTED]

**WARRANTY INFORMATION**

(Buyer initials) NEW VEHICLES AND DEMONSTRATORS: THIS VEHICLE IS SOLD WITH A MANUFACTURER'S LIMITED WARRANTY. THE MANUFACTURER'S LIMITED WARRANTY IS BUYER'S EXCLUSIVE REMEDY FOR DEFECTS IN THE VEHICLE. DEALER MAY PERFORM REPAIRS UNDER THE MANUFACTURER'S LIMITED WARRANTY BUT DEALER IS NOT RESPONSIBLE FOR THE MANUFACTURER'S LIMITED WARRANTY OR FOR ANY WARRANTIES MADE BY THE MANUFACTURER. DEALER MAKES NO WARRANTY ON THIS VEHICLE AND DENIES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF ANY WARRANTY DEEMED TO HAVE BEEN MADE BY DEALER, OR IF THIS VEHICLE IS SOLD WITH A SERVICE CONTRACT, THE WARRANTY OR SERVICE CONTRACT ARE AS PROVIDED THEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE WARRANTY OR SERVICE CONTRACT, AND BUYER'S EXCLUSIVE REMEDY IS REPAIR OR REPLACE DEFECTIVE PARTS BY DEALER.

(Buyer initials) USED VEHICLES: "NEW MEXICO LAW REQUIRES THAT THIS VEHICLE WILL BE FIT FOR ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR FIFTEEN DAYS OR FIVE HUNDRED MILES FROM DELIVERY, WHICHEVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON PAGE 2 OF THIS AGREEMENT. YOU (THE CONSUMER) WILL HAVE TO PAY UP TO TWENTY-FIVE DOLLARS FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VOIDED."



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BUYER'S NAME [REDACTED] April 5 2010  
 ADDRESS [REDACTED]  
 CITY Hobbs STATE NM ZIP [REDACTED]  
 YEAR 2010  
 STOCK NO. [REDACTED] SERIAL NO. [REDACTED] COLOR Black MILEAGE 36502  
 DRIVER'S LIC. NO. [REDACTED] BIRTHDATE [REDACTED]  
 SPOUSE'S BIRTHDATE [REDACTED] SOCIAL SECURITY NO. [REDACTED]  
 MODEL Sierra 1500 CYL. [REDACTED] BODY Crew Cab [REDACTED] LIC. NO. [REDACTED]

EQUIPPED AS FOLLOWS:

DELIVERED AS EQUIPPED	\$	58,991.3
DEALER INSTALLED EQUIPMENT	\$	N/A
		0.0

CASH PRICE	\$	58,991.3
EXCISE TAX	\$	2,079.8
USE FEE	\$	80.0
DEALER SERVICE TRANSFER FEE	\$	349.0
OTHER / GAP	\$	710.0
<b>TOTAL CASH PRICE</b>	\$	<b>62,210.0</b>

TRADE IN		
YEAR	MAKE	MODEL
2005	Hummer	H2 SUV SUV
COLOR	LIC. NO.	STATE
TAB NO.	MILEAGE	
	121151	
EQUIPPED AS FOLLOWS:		
TRADE ALLOWANCE	\$	7,000.00
LESS BALANCE OWING	\$	N/A
EQUITY IN TRADE	\$	7,000.0
DEPOSIT WITH ORDER	\$	N/A
CASH ON DELIVERY	\$	2,500.0
TOTAL DOWN PAYMENT	\$	9,500.0
<b>UNPAID BALANCE DUE</b>	\$	<b>52,710.0</b>

**INSURANCE**  
 Buyer may choose company and/or agent through which insurance is to be obtained. Physical damage coverage as may be required by a lien holder must be in force at time of delivery.  
 Liability Insurance for bodily injury or property damage caused to others is not provided with this Agreement. If you desire Liability Insurance Coverage, you should obtain such coverage from an Agent of your choice.

NAME OF CO.: State Farm Mutual Ins  
 AGENT: State Farm Mutual Ins PHONE [REDACTED]  
 ADDRESS [REDACTED]  
 CITY STATE ZIP [REDACTED]  
 SIG. OF INSURER [REDACTED]

BALANCE OWED TO:  
 NAME [REDACTED]  
 ADDRESS [REDACTED]  
 CITY, STATE, ZIP [REDACTED]  
 PHONE [REDACTED]  
 QUOTED BY [REDACTED] GOOD TIL [REDACTED]

**WARRANTY INFORMATION**  
 (Buyer initials) NEW VEHICLES AND DEMONSTRATORS: THIS VEHICLE IS SOLD WITH A MANUFACTURER'S LIMITED WARRANTY. THE MANUFACTURER'S LIMITED WARRANTY IS BUYER'S EXCLUSIVE REMEDY FOR ANY DEFECTS IN THE VEHICLE. DEALER MAY PERFORM REPAIRS UNDER THE MANUFACTURER'S LIMITED WARRANTY, BUT DEALER IS NOT RESPONSIBLE FOR THE MANUFACTURER'S LIMITED WARRANTY OR FOR ANY IMPLIED WARRANTIES MADE BY THE MANUFACTURER. DEALER MAKES NO WARRANTY ON THIS VEHICLE AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF ANY WARRANTY IS DEEMED TO HAVE BEEN MADE BY DEALER, OR IF THIS VEHICLE IS SOLD WITH A SERVICE CONTRACT, THE TERMS OF ANY SUCH WARRANTY OR SERVICE CONTRACT ARE AS PROVIDED THEREIN. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF SUCH WARRANTY OR SERVICE CONTRACT, AND BUYER'S EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS BY DEALER.

(Buyer initials) USED VEHICLES: "NEW MEXICO LAW REQUIRES THAT THIS VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR FIFTEEN DAYS OR FIVE HUNDRED MILES AFTER 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-FIVE DOLLARS (\$25.00) FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED." THIS VEHICLE IS OTHERWISE SOLD AS IS (AFTER 15 DAYS OR 500 MILES) WITHOUT ANY FURTHER WARRANTY, EXPRESS OR IMPLIED, UNLESS A FURTHER WARRANTY IS PROVIDED BY DEALER.

ORDINARY FUP

IS SOLD WITH A SERVICE CONTRACT, THEN THE TERMS OF SUCH FURTHER WARRANTY OR SERVICE CONTRACT ARE AS PROVIDED THEREIN, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF SUCH WRITTEN WARRANTY OR SERVICE CONTRACT, AND BUYERS EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF DEFECTIVE PARTS BY DEALER.

USED VEHICLES: ATTENTION CUSTOMER: Sign here only if the dealer has told you that this vehicle has the following problems and you agree to buy the vehicle on those terms:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

Purchaser Signature X \_\_\_\_\_

ALL VEHICLES: DEALER IS NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS SALE OR THE USE OF THIS VEHICLE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF TIME, INCONVENIENCE, TRANSPORTATION, RENTAL, LOSS OF EARNINGS OR PROFITS OR ANY COMMERCIAL LOSS. (This paragraph only applies after expiration of New Mexico's 15-day/500 mile implied warranty in the case of used vehicles.)

USED CAR BUYERS GUIDE. 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. SPANISH TRANSLATION: GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

Dealer states under oath that to the best of dealer's knowledge there has been no alteration or chassis repair due to wreck damage on the vehicle being purchased, except as noted on this agreement.

Buyer states under oath that to the best of buyer's knowledge there has been no alteration or chassis repair due to wreck damage on the trade-in vehicle, except as noted on this agreement.

The full purchase price is due upon delivery. This is a buyer's order agreement not a credit agreement. Dealer is not a lender. Dealer may assist buyer in obtaining third party financing, but dealer is not responsible for obtaining financing. Dealer does not guarantee credit approval. Buyer grants dealer a security interest in the vehicle being purchased under the Uniform Commercial Code to secure full payment. Dealer has all the rights and remedies of a secured party under the Uniform Commercial Code. Buyer is not bound by the credit terms until credit disclosures have been made. Dealer may retain buyers deposit if buyer fails to complete this purchase after the vehicle has been delivered or after this agreement becomes binding.

Buyer agrees to buy and Dealer agrees to sell this vehicle on the terms on both sides of this agreement. This agreement and any finance contract are an exclusive statement of the agreement between Buyer and Dealer, and cancel and supersede any oral or other agreement, promise or alleged representation concerning the vehicle and this purchase. No modification of this agreement will be recognized unless made in writing and signed by Dealer.

Power of Attorney: Buyer(s) hereby appoint Dealer as his (their) Attorney-in-fact to complete any additional instruments or documents necessary to complete this transaction in accordance with the terms of this Order including bills of sale, certificates of title and registration.

X \_\_\_\_\_ UNTIL ACCEPTED BY DEALER'S AUTHORIZED REPRESENTATIVE

THIS ORDER IS

3. Buyer is responsible for any damage to or theft of the purchased vehicle after delivery, regardless of fault. Buyer is solely responsible for insuring the vehicle against damage or theft. Buyer warrants that Buyer has obtained all liability insurance verifiable by Dealer and cannot be guaranteed.

2. USED VEHICLES: Used vehicle history is generally not known to or verifiable by Dealer, including damage and repair history. Sales representatives are not authorized to make representations about used vehicle history, including representations regarding lack of prior collision damage or repair. Any representation claimed to have been relied upon by Buyer regarding the history of a used vehicle must be made in writing and signed by a Sales Manager or it will not be recognized. Exact mileage on used vehicles is accurate to the best of Dealer's knowledge, but is not verifiable by Dealer and cannot be guaranteed.

1. "SPOT DELIVERY" If the vehicle is delivered before proceeds of financing are received by dealer: (1) Buyer will promptly satisfy any credit approval conditions. (2) Dealer and any lender are not responsible for Buyer's failure to satisfy credit approval conditions. (3) Either party may cancel this transaction if credit is not approved on the terms disclosed in writing to buyer at the time of delivery. (4) Buyer will immediately return the vehicle to dealer upon demand if proceeds of financing are not received by Dealer, regardless of the reason financing is not received. (5) Buyer will pay a use charge of \$25.00 per day and \$.25 per mile, plus any vehicle recovery charges, if buyer fails to return the vehicle after demand, regardless of the reason Buyer fails to return vehicle. And (6) Buyer will pay for any damage to or theft of the vehicle after delivery, regardless of fault.

Additional Terms

# Express Autogap

This Guaranteed Asset Protection (GAP) Addendum amends the Retail Installment Sales/Loan/Lease Contract (hereafter referred to as the "Contract"). This GAP Addendum is between the Customer/Borrower (I, You or Your) and the Dealer/Financial Institution (We, Us or Our).

Customer/Borrower			Dealer		
[Redacted]			Tate Branch Hobbs		
[Redacted]			Address		
[Redacted]			4123 N Lovington HWY		
City	State	Zip	City	State	Zip
Hobbs	NM	[Redacted]	Hobbs	NM	88240
Daytime Phone		Evening Phone	Email	Phone	
[Redacted]		[Redacted]	[Redacted]	(575) 392-4641	
Year		Make	Model	VIN	Current Mileage
2019		GMC	SIERRA	[Redacted]	36,502
Contract Date	Total Down Payment	Mo. Payment	Financial Institution/Lienholder Name		
4/5/2021	\$ 9,500.00	\$ 920.44	Chrysler Capital		
<input checked="" type="checkbox"/> Retail Installment Sales Contract/Loan		Contract/GAP Term (Months)		Address	
<input type="checkbox"/> Lease/Balloon Note		72		PO BOX 961272	
MSRP(New)/NADA or Kelley Blue Book(CA only) Retail(Used) Value		Amount Financed		City	State
\$58,991.35		\$52,710.00		FORT WORTH	TX
Purchase/CAP Cost		GAP Purchase Price \$		Zip	Contact
\$52,710.00		\$710.00		76161	
Telephone					

**PLAN GUIDELINES**  
 Maximum Retail Installment Sales Contract/Loan Term: 84 Months; Maximum Lease Term: 60 Months; Maximum MSRP/NADA/Kelley Blue Book (CA Only) Retail: \$100,000; Maximum Amount Financed/ Capitalized Cost: Lesser of \$100,000 or 150% MSRP (New)/ 150% NADA/ Kelley Blue Book (CA Only) Retail (Used); Maximum Deductible Coverage (if permitted under state law): \$1,000; Maximum Payable Loss: \$50,000.

**AGREEMENT:** Although not required to do so, You have elected to participate in Our GAP Program. GAP does not take the place of insurance on the Covered Vehicle. You are responsible for maintaining collision and comprehensive insurance for the full value of the Vehicle and any other insurance as required by the Contract or applicable law. You are responsible for all notifications or claims that are required to be filed with Your Primary Carrier. We will not process or handle Your insurance claims for You. In the event of a Total Loss to the Covered Vehicle, We agree to waive Our rights against You for the amount due under a Payable Loss. You will remain responsible for payment of: (1) Any deductible amount under Your Primary Carrier insurance that is greater than the Maximum Deductible Coverage; and (2) Any portion of the Amount Financed or Capitalized Cost exceeding the lesser of \$100,000 or 150% MSRP (New)/NADA/ Kelley Blue Book (CA Only) Retail (Used) of the Covered Vehicle at the inception date of the Contract.

**ASSIGNMENT:** This GAP Addendum is between the Customer/Borrower (I, You or Your) and the Dealer/Financial institution (We, Us or Our), or if assigned, with the assignee.

**YOUR RIGHT TO CANCEL:** To cancel GAP at any time, or in the event of the early termination of Your Contract with the Lienholder, You must provide written notice of this cancellation or early termination of Your Contract to the Us, the Lienholder, or the GAP Administrator within 90 days of Your decision to cancel or the occurrence of the event causing the early termination of Contract. If You notify Us, the Lienholder, or the GAP Administrator within 30 days of the Date of Contract, You will receive a full refund/credit of the GAP Purchase Price. If You cancel after 30 days, You will receive a refund/credit of the unused portion of the GAP Purchase Price calculated by the Pro Rata method, or by the refund method as may be required by state or federal law, less a \$50.00 cancellation fee (state restrictions apply). We will refund all charges to the Lienholder listed above unless proof of payoff is submitted; any refund of the purchase price for a waiver that was included in the financing of the motor vehicle may be applied by the creditor as a reduction to reduce the overall amount owed under the finance agreement, rather than applying the refund strictly to the purchase price of the waiver. GAP was included in the financing of the motor vehicle loan. If You do not receive the refund/credit within 60 days of notice of cancellation/termination, contact the Administrator at (800) 705-4001. This GAP Addendum will not be reinstated after a cancellation has been processed. In the event of a Total Loss, the GAP Purchase Price will be considered fully earned and no refund will be available (state exceptions apply).

**ENROLLMENT:** You may purchase GAP only at the time You sign Your Contract to purchase or lease the Vehicle from the dealer. NEITHER THE EXTENSION OF CREDIT, THE TERMS OF CREDIT, NOR THE TERMS OF THE RELATED MOTOR VEHICLE SALE OR LEASE, MAY BE CONDITIONED UPON THE PURCHASE OF GAP. THIS GAP ADDENDUM WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PURCHASE COST LISTED. GAP coverage may decrease over the term of Your Contract and may not extend for the full term of Your Contract. Gap coverage may not cancel or waive the entire amount owed at the time of loss per the terms of this Gap Addendum. If the Amount Financed exceeds 150% of MSRP (New)/NADA/Kelley Blue Book (CA only) Retail (Used), at the inception date of the contract, this GAP Addendum may not cover the entire Unpaid Net Balance, see exclusion #7 for details. The GAP Purchase Price is not regulated by any governmental entity. It is Your responsibility to determine whether the cost for GAP is reasonable. You may wish to consult an alternative source to determine whether similar coverage may be obtained and at what cost. Notice: You may be able to obtain GAP coverage from your primary carrier.

**TERMINATION OF GAP ADDENDUM:** This GAP Addendum will terminate on the date that any of the following events occur: 1. The date Your Contract is scheduled to terminate 2. Upon payment in full of the Contract 3. Expiration of any redemption period following the repossession or surrender of the Covered Vehicle. In the event of the repossession, the Lienholder must be the sole payee for all refunds. 4. In the event of a Total Loss or theft of the Covered Vehicle. 5. The date the Contract is prepaid or the Contract is refinanced. BY YOUR SIGNATURE(S) BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS WAIVER AND ITS PROVISIONS. NO VERBAL REPRESENTATIONS HAVE BEEN MADE TO YOU THAT DIFFER FROM THESE PROVISIONS. YOU UNDERSTAND AND AGREE THAT YOUR ACCEPTANCE OR REJECTION OF THIS GAP ADDENDUM IS VOLUNTARY YOU ARE NOT REQUIRED TO PURCHASE GAP TO OBTAIN CREDIT OR FINANCING.

Acceptance of Express AutoGAP   
 [Redacted] my dealer representative. I elect to purchase Express AutoGAP coverage. Date: 4/5/2021

Declination of Express AutoGAP   
 I have reviewed the benefits with my dealer representative. I decline to purchase Express AutoGAP coverage.

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_ Dealer's Signature \_\_\_\_\_ Date \_\_\_\_\_

GAP Administrator: Express Systems, Inc., 25541 Commercentre Dr., Ste. 100, Lake Forest, CA 92630, Telephone (800) 705-4001; Fax (949) 727-0393  
 Original - Administrator  
 GXP-VS (7/15) Create a claim and check claim status at [claims.portfolioco.com](http://claims.portfolioco.com) LZX 98879