

0028008

PURCHASE AGREEMENT**THIS IS A LEGAL CONTRACT. READ ALL TERMS AND CONDITIONS.****SELLER:**

RED NOLAND CADILLAC, INC.
990 MOTOR CITY DRIVE
COLORADO SPRINGS CO 80905

BUYER / CO-BUYER:

██████████ & ██████████
██████████
SOUTHAVEN MS ██████████

Salesperson **GILBERT J. ARCHULETA JR.**

Phone ██████████

Vehicle Year / Make / Model

2021 CADILLAC ESCALADE

VIN ██████████

Mileage

8

Color

WHITE

Stock #

██████████8

Trade-In #1

Allowance

Payoff

Payoff to:

N/A

N/A

Trade-In #2

Allowance

Payoff

Payoff to:

N/A

N/A

TERMS AND CONDITIONS

- THE BUYER'S GUIDE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISION IN THE CONTRACT OF SALE.**
- SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL USED VEHICLES ARE SOLD "AS IS" WITH ALL FAULTS, EXCEPT AS OTHERWISE STATED IN WRITING.**
- SELLER DOES NOT GUARANTEE FINANCING.** If the initial financing or lease is not approved, Buyer hereby grants Seller permission to negotiate with finance companies for a variation in terms. If Buyer accepts new financing or lease, Buyer shall execute new contracts. If Buyer does not accept new financing, Buyer can pay for the vehicle in full or immediately return the vehicle to Seller subject to use charges and reimbursement for any damage to the vehicle. If Buyer does not pay for the vehicle in full or agree to new financing, Seller can cancel this sale. If Buyer does not immediately return the vehicle to Seller then Seller may repossess the vehicle without notice and Buyer shall be responsible for repossession charges. Buyer authorizes Seller to apply any Down Payment to any amount owed to Seller for use charges, damage to the vehicle, or repossession charges.
- Arbitration.** Any dispute related to this transaction shall be resolved in a Colorado small claims court subject to that court's jurisdiction, unless such action is transferred, removed, or appealed to a different court. Any disputes involving amounts in excess of the jurisdiction of the small claims court shall be fully and finally resolved by binding arbitration, at either party's election. Binding arbitration shall be before a single arbitrator in the county where Seller is located.

Selling Price		\$	115085.00
Additions:			
	N/A		
	N/A		
	N/A		
ANTI-THEFT	199.00		
	N/A		
Delivery & Handling.	489.00		
THIS CHARGE REPRESENTS COSTS AND ADDITIONAL PROFIT TO THE SELLER.			
Total Additions		\$	688.00
Total Purchase Price		\$	115773.00
Trade-In Allowance. The actual cash value of the trade-in vehicle may be less		\$	N/A
Net Taxable Amount		\$	115773.00
STATE SALES TAX	5.0000	5788.65	
CITY SALES TAX	N/A	N/A	
COUNTY SALES TAX	N/A	N/A	
RTD TAX / PPRTA TAX	N/A	N/A	
TITLE FEE / FILING FEE		25.00	
Total Taxes and Fees. Tax is an estimate only. Buyer is responsible for any additional tax due.		\$	5813.65
GAP INS	500.00		
PORTFOLIO	3287.00		
	N/A		
	N/A		
Total Non-Taxable Additions		\$	3787.00
Payoff on Trade-In(s)		\$	N/A
If actual Payoff is greater, Buyer must pay the additional,			
Total		\$	125373.65
Rebate(s)		\$	N/A
Down Payment		\$	26000.00
Balance Due on Delivery		\$	99373.65

The single arbitrator shall be appointed by **JAMS Arbitration Mediation and ADR Services**

in accordance with legal principles and its Binding Arbitration Rules. Buyer shall pay the initial arbitration costs up to \$200.00, and thereafter Seller shall pay any remaining arbitration costs. Buyer and Seller shall be responsible for their own costs and expenses associated with the arbitration, including attorneys' fees and expert fees, if any. **BUYER UNCONDITIONALLY WAIVES THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE AS A MEMBER OR REPRESENTATIVE OF ANY CLASS IN ANY CLASS ACTION OR CLASS ARBITRATION.** The arbitration shall be governed by the Federal Arbitration Act and, to the extent not inconsistent therewith, the Colorado Uniform Arbitration Act. If any part of this provision is found void or unenforceable, the remaining provisions shall remain in full force and effect. This arbitration provision shall not apply to replevin or injunction claims. **SEE ADDITIONAL DAMAGE DISCLOSURE**

The Buyer agrees to purchase the vehicle from the Seller under the terms and conditions in this Contract. BUYER HAS READ AND AGREES TO ALL THE PROVISIONS ON ALL PAGES OF THIS CONTRACT. THIS CONTRACT IS NOT BINDING UNTIL ACCEPTED BY SELLER. Buyer, by signing this Contract, acknowledges that he or she has read all terms and conditions and has received a copy of this Contract. BUYER CERTIFIES

04/29/2021

Date

N/A

Co-Buyer

N/A

Date

39807*1*RED-FI

No. 606, Rev. 10-14, ROCKY MOUNTAIN PURCHASE AGREEMENT

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SEE NEXT PAGE FOR ADDITIONAL TERMS AND CONDITIONS