

Luxury Auto Collection

9160 East Del Camino Dr. Suite B4
Scottsdale, AZ 85258

Ph (480)448-9855 Fax (480) 719-4463
DEALER LICENSE NUMBER

RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): _____ Date: _____
 Address: _____ County: _____
 Home Telephone: _____ Work Telephone: _____ DOB: _____
 Social Security #: _____ DL/State ID #: _____ Issuing State: _____ Exp Date: _____

The above information has been requested so that we may verify your identity in accordance with applicable law. By signing below, you represent that you are at least 18 years of age and have authority to enter into this agreement. The Odometer Reading for the Vehicle you are purchasing from us is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2023	MAKE GMC	MODEL Yukon XL	COLOR Black	STOCK NO.
VIN: _____		ODOMETER READING <input type="checkbox"/> NOT ACCURATE	17012	SALESPERSON

WARRANTY STATEMENT

Any warranties by the manufacturer or supplier other than our Dealership ("the seller") are theirs, not ours, and only the manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.

If this line is initialed, you are purchasing a Used Vehicle with the Implied Warranty of Merchantability. The Seller hereby warrants that this Vehicle will be fit for the ordinary purposes for which the Vehicle is used for fifteen (15) days or five hundred (500) miles after the delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. *Initials* You (the Purchaser) will have to pay up to twenty-five dollars (\$25.00) for each of the first two repairs if the warranty is violated.

The Vehicle Is Sold As-Is - Not Expressly Warranted or Guaranteed by Seller and Seller makes no implied warranty of fitness for any particular purpose, or additional implied warranty of merchantability beyond that set forth above, unless a box is marked below indicating that the Vehicle is sold with an Express Written Warranty or we enter into a Service Contract with you at the time of, or within 90 days of, the date of this transaction.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) 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.

If this line is initialed, the Vehicle is sold with an Express Written Warranty from Seller. No other express warranties are made by Seller. Any implied warranties shall apply for the duration of *Initials* the Express Limited Warranty. Please see the attached Used Vehicle Limited Warranty.

Initials If this line is initialed, you have entered into a Service Contract with _____

WAIVER OF THE IMPLIED WARRANTY OF MERCHANTABILITY FOR PARTICULAR DEFECTS (PLEASE SEE ATTACHED WAIVER) Attention Consumer: Sign here only if the Dealer has told you that this Vehicle has the following problem(s) and you agree to buy the Vehicle on those terms: 1. _____ 2. _____ 3. _____ Purchaser's Signature(s): _____	Cash Price of Vehicle	_____
	Service	N/A
	Transportation	0.00
	Gap	N/A
	Accessories	0.00
	Total Selling Price	_____
	Less: Trade-In Allowance	0.00
	Cash Difference	_____
	Sales Tax	_____
	License	0.00
	Registration	_____
	Dealer Documentary Fee	_____
	Balance Owed on Trade-In	_____
	Total Due	_____
	Deposit / Partial Payment	0.00
	Unpaid Balance Due	_____

TRADE-IN VEHICLE INFORMATION			
YEAR:	MAKE:	MODEL:	COLOR:
VIN: _____		ODOMETER READING: <input type="checkbox"/> NOT ACCURATE	
TRADE-IN ALLOWANCE:	0.00	BALANCE OWED TO LEINHOLDER	0.00
LEINHOLDER: _____			

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

Lien Holder: _____

DEPOSIT or PARTIAL PAYMENT: OF **0.00** WAS RECEIVED FROM YOU AS A DEPOSIT / PARTIAL PAYMENT. IT IS NOT REFUNDABLE, EXCEPT AS SET FORTH IN THIS AGREEMENT. IN CASE OF A DEPOSIT, WE WILL REFRAIN FROM SELLING THE VEHICLE FOR DAYS.

IF THIS BOX IS MARKED, THE VEHICLE YOU ARE PURCHASING MUST PASS AN EMISSIONS INSPECTION PLEASE SEE THE ATTACHED EMISSIONS INSPECTION DISCLOSURE STATEMENT.

I HAVE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS THAT APPEAR ON THE REVERSE SIDE, AND I AGREE THAT THIS AGREEMENT IS COMPLETE AND ACCURATELY REFLECTS THE AGREEMENTS BETWEEN THE DEALERSHIP AND MYSELF. I FURTHER ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEALERSHIP.

X
PURCHASER

PURCHASER

ACCEPTED BY AUTHORIZED DEALERSHIP REPRESENTATIVE

ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

Terms Used In This Agreement: This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings

- * **Agreement** - Means this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or this document itself
- * **You, Your** - Means the Purchaser identified on the front side of this Agreement.
- * **We, Us, Our** - Means the Dealership that is identified on the front side of this Agreement and its Authorized Representatives.
- * **Vehicle** - Means the used vehicle that you are purchasing from us as described on the front of this Agreement.
- * **Trade-in Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified on the front side of this Agreement.

Our Right to Increase the Price: We may increase the price of the Vehicle after we accept this Agreement if the Trade-in Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Partial Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

Remedies Upon Cancellation for Our Failure to Deliver: You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle in accordance with this Agreement if the failure is caused by an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Partial Payment) if the Vehicle is not delivered to you as specified on the front side of this Agreement. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance, less the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lender. Regardless of whether we return the Trade-In Vehicle to you or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle to the extent it exceeds the Trade-In Allowance (if we have paid the Balance Owed to the Lender) and we may keep any portion of the amount you have paid to us as a Deposit/Partial Payment to offset against the amount you owe us. If the amount you owe to us is greater than the amount of the Deposit/Partial Payment, you agree to pay the difference to us.

Your Representations Regarding the Trade-In Vehicle: Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled a salvage, junk, rebuilt or lemon buyback vehicle; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances, except as may be noted on the front side of this Agreement; that all air pollution control equipment is on the vehicle and appears properly connected and undamaged; and, unless you have told us otherwise, that you have not removed equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.

Trade-In Vehicle Payoff: If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.

Our Appraisal of Your Trade-In Vehicle: If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Partial Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.

Your Failure to Perform Obligations: In the event of any failure by you to perform your obligations under this Agreement, including but not limited to, any failure to take delivery of or to pay the agreed upon price for the Vehicle, we shall be permitted to retain an amount equal to any actual damages we incur due to your default. If you have delivered a Trade-In Vehicle to us as part of this transaction, we will return the Trade-In Vehicle to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance, less the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the lender. Regardless of whether we return the Trade-In Vehicle to you or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle to the extent it exceeds the Trade-In Allowance (if we have paid the Balance Owed to the Lender) and any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale and we may keep any portion of the amount you have paid to us as a Deposit/Partial Payment to offset against the amount you owe us. If the amount you owe to us is greater than the amount of the Deposit/Partial Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Partial Payment, we will pay the difference to you.

Other Products and Lending Sources: You are not required to purchase any other goods or services from us, nor are you required to finance the Unpaid Balance Due under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the lender.

Spot Deliveries: If you have entered into a Spot Delivery Agreement, the sale of the Vehicle is conditioned on final approval of financing. We will retain title and possession of your Trade-In Vehicle until financing is approved and, if final financing approval is not obtained, we will return the Trade-In Vehicle and any payments you have made toward the purchase of the Vehicle to you in accordance with this Agreement and the Spot Delivery Agreement.

Miscellaneous: If Dealer refers this contract to an attorney to enforce Dealer's remedies hereunder in law or equity, Purchaser will pay all expenses and legal fees incurred, whether or not suit is filed, together with interest thereon as allowed by law or in accordance with any contract of the parties. This agreement shall be governed by the laws of the state of Arizona. All terms used herein which are defined in the Uniform Commercial Code of Arizona shall have the same meaning herein as in the Code. Any provisions found to be invalid shall not invalidate the remainder hereof. Waiver of any default shall not constitute waiver of any subsequent default. If this contract is signed by more than one purchaser, the singular word "purchaser" shall include the plural, and the obligations of all such purchasers shall be joint and several. This instrument shall be binding upon the heirs, personal representatives, successors and assigns of Purchaser and inure the benefit of Dealer, its successors and assigns.

Legal Venue: The proper venue for any legal proceedings arising out of this Agreement shall be Maricopa County, Arizona.

Entire Agreement and Signing Other Documents: The front and back of this Agreement and any documents incorporated by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made. You agree to sign any and all documents necessary to complete the terms of this transaction.

X

PURCHASER

PURCHASER