

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

JEFFREY A. LONG, et al.)	CASE NO. CV-2018-01-0004
)	
Plaintiffs,)	JUDGE TAMMY O'BRIEN
)	
v.)	<u>SECOND AMENDED</u>
)	<u>CLASS ACTION COMPLAINT</u>
FALLS MOTOR CITY, INC.)	
)	(Jury Demand Endorsed Hereon)
Defendant.)	

NOW COME Jeffrey E. Long, Johnathan G. Harrison, Sarah E. Harrison, and Byron Foxx (hereinafter "Plaintiffs"), on behalf of themselves, and all those similarly situated, and by stipulation of the parties and leave of Court, through undersigned Counsel, file this Second Amended Class Action Complaint against Defendant Falls Motor City Inc. Plaintiffs allege **Defendant violated the Consumer Sales Practices Act** and committed **fraud in routinely selling** its motor vehicles to consumers **at prices higher than advertised and without** providing the **promised dealer discounts**. Plaintiffs state the following:

INTRODUCTION

1. Falls Motor City, Inc. (hereinafter "Defendant" or "FMC") routinely commits fraud and acts declared deceptive by the Ohio Administrative Code, and the Consumer Sales Practices Act, by charging consumers more than FMC's advertised price for its motor vehicles and omitting the dealer discounts promised in its advertisements.

2. FMC regularly advertises the motor vehicles for sale on its websites and websites operated by third parties.

3. Nonetheless, FMC regularly sells these vehicles for more than their advertised price.

4. FMC also sells these vehicles at substantially more than similar vehicles are readily attainable.

5. Ohio Administrative Code, OAC § 109:4-3-16(B)(34) defines a dealer's failure to notify a consumer of the currently advertised price for a motor vehicle in connection with its sale as deceptive act or practice.

6. OAC § 109:4-3-16(B)(17) defines the act or practice of a dealer to "Raise or attempt to raise the actual purchase price of any motor vehicle to a specific consumer" as deceptive.

7. OAC § 109:4-3-16(B)(5) defines to "Advertise any motor vehicle for sale at a specific price or on specific terms and subsequently fail to show and make available for sale said vehicle as advertised" as deceptive act or practice.

8. FMC regularly advertises motor vehicles at particular advertised prices and then fails to sell those vehicles as advertised.

9. FMC regularly advertises dealer discounts that do not appear on transactions and misrepresents prices for its vehicles that consumers justifiably rely on to their financial detriment.

10. Plaintiffs seek injunctive and other equitable relief, appropriate statutory and compensatory damages, reasonable attorney's fees, and such other and further relief as this Honorable Court deems appropriate.

PARTIES

11. Plaintiff Jeffrey E. Long ("Mr. Long") resides at 367 Victor Falls, Cuyahoga Falls, Ohio 44221.

12. Plaintiffs Johnathan G. Harrison and Sarah E. Harrison ("The Harrisons") reside at 78 Fox Ridge Way, Talmadge, Ohio 44278.

13. Byron Fox resides at 20020 Scottsdale Boulevard, Shaker Heights, Ohio 44122.

14. Mr. Long, The Harrisons, and Mr. Foxx (collectively "Plaintiffs") are "consumers" as individuals who engaged in a sale or lease of a motor vehicle for personal, family or household use, as defined by R.C. § 1345.01(A).

15. Defendant FMC is an Ohio corporation in the business of selling and/or leasing motor vehicles to Ohio consumers, and is a "supplier" pursuant to R.C. § 1345.01(C) which sells vehicles to individuals for personal, family and household use.

16. Defendant FMC is a "dealer" pursuant to OAC § 109: 4-3-16(A)(1) as a person "engaged in the business of selling, offering for sale" motor vehicles.

17. FMC's principal place of business is located at 4100 State Road, Cuyahoga Falls, in Summit County, Ohio 44223.

Facts Related To The Harrisons

18. On or about July 27, 2017, The Harrisons visited FMC, where they were shown a 2017 Chrysler Pacifica Touring with VIN# 2C4RC1DG3HR529066 ("The Chrysler").

19. Unbeknownst to The Harrisons, FMC advertised The Chrysler on its website and/or website(s) operated by third parties at advertised price of \$24,345 with an applicable "Dealer Discount" as follows:

MSRP	\$32,785
Dealer Discount	- \$8,410
<u>Adjusted Price</u>	<u>\$24,345</u>

...

Comments: Pricing available to all customers! We only advertise with incentives available to EVERYONE!

20. FMC did not specify any expiration date with the advertisement for the "Dealer Discount."

21. Exhibit 1 hereto is an example of one such Internet advertisement for The Chrysler.

22. On information and belief, although Exhibit 1 was printed from the Internet subsequent to the purchase of The Chrysler, Exhibit 1 was published on the Internet by FMC or at FMC's direction within the 90 days prior to the sale of The Chrysler.

23. FMC never disclosed the advertised price for The Chrysler to The Harrisons in violation of OAC § 109:4-3-16(B)(34).

24. The Harrisons entered into a Motor Vehicle Lease Agreement ("Lease Agreement") with FMC for The Chrysler for \$27,992.54 minus a 2,500 rebate for **an adjusted price of \$25,492.54**. Exhibit 2, Lease Agreement.

25. FMC **failed to offer the advertised \$8,410 dealer discount** to The Harrisons on the Lease Agreement, as promised in the advertisement in violation of OAC § 109:4-3-16(B)(17), which makes it an unfair and deceptive act for a dealer to "[r]aise or attempt to raise the actual purchase price of any motor vehicle to a specific consumer."

26. FMC sold The Chrysler to The Harrisons for **\$3,647.54 more than its advertised price** (\$27,992.54 - 24,345), or **\$1,147.54 more than its advertised price after application of the \$2,500 rebate but not the advertised \$8,410 dealer discount** (\$25,492.54 - \$24,345.00).

27. FMC advertised its vehicle at a specific price or on specific terms and subsequently fail to show and make available for sale said vehicle as advertised to the Harrisons in violation of OAC § 109:4-3-16(B)(5).

28. The Harrisons would not have agreed to lease The Chrysler at the price stated had they known FMC was offering The Chrysler with a dealer discount and lower adjusted price.

29. The Harrisons relied to their detriment on FMC's misrepresentation and omission of facts material to the agreement.

30. FMC's fraudulent conduct is the proximate cause of damages suffered by The Harrisons.

Facts Related To Jeffrey Long

31. On or about February 6, 2017, FMC showed Jeffrey E. Long a 2017 Jeep Cherokee with Vin# 1C4PJLAB0HW603049 ("The Jeep").

32. Unbeknownst to Mr. Long, FMC **advertised** The Jeep on its website and/or website(s) operated by third parties for **\$19,881.00**.

33. Exhibit 3, pg. 1 is an example of one such Internet advertisement for The Jeep.

34. On information and belief, although Exhibit 3 was printed from the Internet subsequent to the purchase of The Jeep, Exhibit 3 was published on the Internet by FMC or at FMC's direction within the 90 days prior to the sale of The Jeep.

35. The \$19,881.00 advertised price was without and prior to the application of any rebates or discounts.

36. Mr. Long agreed to purchase The Jeep for a pre-rebated/discount cash price of **\$20,953.00**. Exhibit 4, Buyer's Order.

37. FMC failed to disclose to Mr. Long its currently advertised pre-rebated/discount price for The Jeep, a violation of OAC § 109:4-3-16(B)(34).

38. The final sales price of The Jeep was \$19,273.72 after taxes and fees, and the application of an unadvertised \$3,500 factory rebate.

39. As such, FMC deliberately sold The Jeep for a vehicle price **\$1,072.00 greater than the advertised** vehicle price.

40. OAC § 109:4-3-16(B)(17) makes it an unfair and deceptive act for a dealer to "[r]aise or attempt to raise the actual purchase price of any motor vehicle to a specific consumer."

41. FMC sold The Jeep to Mr. Long for more than the price being advertised for comparable vehicles, which ranged from \$15,900 to \$17,900. *See* Exhibit 3, pgs. 2-6, Comparable Vehicle Advertisements.

42. FMC advertised its vehicle at a specific price or on specific terms and subsequently fail to show and make available for sale said vehicle as advertised to Mr. Long in violation of OAC § 109:4-3-16(B)(5).

43. Mr. Long would not have agreed to purchase The Jeep for a higher price, paying extra sales tax and interest, had he known FMC was advertising The Jeep at a lower vehicle price, a material fact any consumer would want to know before making a vehicle purchase.

44. Defendant's misrepresentation and failure to disclose material information is the proximate cause of Mr. Long's damages.

Facts Related to Byron Foxx

45. On or about December 21, 2016, FMC showed Byron Foxx a 2017 Dodge Ram 1500 with Vin# 3C6RR7LT4HG543409 ("The Ram").

46. FMC offered The Ram to Mr. Foxx for a "Price of Vehicle" of \$45,337.00. *See* Exhibit 5, Buyers Order.

47. The final balance due for The Ram, after taxes, trade-in allowances, \$3,000 cash down, and a \$8,000 rebate/incentive, was \$56,990.28.

48. On information and belief, and unbeknownst to Mr. Foxx at the time of the consumer transaction, FMC **advertised** The Ram on its website and/or website(s) operated by third parties for a pre-rebate/pre-discount advertised vehicle price and/or a post-rebate/post-discount advertised price substantially less than what then he paid (\$43,337.00 advertised price without rebated, and \$8,000 available rebate/incentive).

49. FMC failed to disclose to Mr. Foxx its currently advertised price(s) for The Ram, a violation of OAC § 109:4-3-16(B)(34).

50. As such, FMC deliberately sold The Ram for a vehicle price **greater than the advertised** vehicle price.

51. OAC § 109:4-3-16(B)(17) makes it an unfair and deceptive act for a dealer to "[r]aise or attempt to raise the actual purchase price of any motor vehicle to a specific consumer."

52. FMC sold The Ram to Mr. Foxx for more than the price being advertised for comparable vehicles.

53. FMC advertised the Ram at a specific price or on specific terms and subsequently fail to show and make available for sale said vehicle as advertised to Mr. Foxx in violation of OAC § 109:4-3-16(B)(5).

54. Mr. Foxx would not have agreed to purchase The Ram for a higher price, paying extra sales tax and interest, had he known FMC was advertising The Ram at a lower vehicle price, a material fact any consumer would want to know before making a vehicle purchase.

55. Defendant's misrepresentation and failure to disclose material information is the proximate cause of Mr. Foxx's damages.

CLASS CLAIMS

56. Plaintiffs bring this action pursuant to Rule 23 of the Ohio Rules of Civil Procedure on behalf of themselves and Class, made up of four sub-classes of similarly situated individuals, defined as follows:

A. "CSPA Sale at Over Advertised Price" Class: All people who, within two (2) years of the date of filing this complaint, purchased and/or leased a vehicle from FMC and were **charged a price** over the advertised price.

B. "CSPA Discount" Class: All people who, within two (2) years of the date of filing this complaint, purchased and/or leased a vehicle from FMC and did not receive the advertised dealer discount.

C. "Fraud" Class: All people who, within four (4) years of the date of filing this complaint, purchased and/or leased a vehicle from FMC and were charged a price higher than the advertised price.

D. "Fraud Discount" Class: All people who, within four (4) years of the date of filing this complaint, purchased and/or leased a vehicle from FMC and did not receive the advertised dealer discount.

57. The exact number of class members is unknown but can be determined from records maintained by FMC. In many instances, such persons are unaware that these claims exist on their behalf. To the extent class members are aware of their claims, their damages are in such amounts that, when taken individually, are too small to justify the expense of separate lawsuits. However, if their damages are aggregated, the amount at issue makes litigation financially feasible.

58. Common questions of law and fact affect the rights of each member of the Plaintiff class, and common relief by way of damages, injunction and declaratory relief are sought for the Plaintiff Class.

59. Among the predominating questions of law and fact are:

- a. Whether FMC routinely advertised its vehicles for sale or lease;
- b. Whether FMC routinely failed to charge consumers the advertised price;
- c. Whether FMC routinely advertised a dealer discount;
- d. Whether the FMC routinely failed to include the dealer discount in the price;
- e. Whether FMC's conduct violated OAC § 109: 4-3-16(B)(34);
- f. Whether FMC's conduct violated OAC § 109: 4-3-16(B)(17);
- g. Whether FMC's conduct violated OAC § 109:4-3-16(B)(5);
- h. Whether FMC's conduct violated the Consumer Sales Practices Act; and

i. Whether Plaintiffs have been damaged.

60. Plaintiffs will adequately represent all members of the Class, as their claims are not just typical but identical. Plaintiffs were charged higher prices for their transactions due to FMC failing to disclose the current advertised price.

61. Plaintiffs have no relationship with FMC except as a consumer.

62. Their interests are antagonistic to those of FMC and they will pursue vigorously the claims of the Class.

63. Plaintiffs have an agreement with the undersigned counsel, which provides for counsel to advance all reasonable and necessary costs to litigate this action.

64. The undersigned counsel has handled numerous class actions and litigating the current case on a contingency fee basis. Counsel will receive compensation for services only as awarded by this Court.

65. A Class Action provides a fair and efficient method of adjudicating this controversy. The substantive claims of the Plaintiffs and the Class are identical and will require evidentiary proof of the same kind and application of the same law.

66. Plaintiffs see no unusual legal or factual issues that would cause management problems not normally and routinely handled in class actions. Damages can be determined from information in records maintained by FMC.

67. Plaintiffs believes that this Court is an appropriate forum because FMC conducts business in Summit County.

First Claim for Relief

(Violation of OAC § 109:4-3-16-(B)(34)

(Violation of the CSPA)

68. Plaintiffs incorporate the allegations contained in the previous paragraphs of the Complaint as though fully rewritten herein at length.

69. OAC § 109:4-3-16 Advertisement and Sale of Motor Vehicles provides:

(B) It shall be a deceptive and unfair act or practice for a dealer, manufacturer, advertising association, or advertising group, in connection with the advertisement or sale of a motor vehicle, to:

(34) Fail to notify a consumer of a dealer's currently advertised price for a motor vehicle.

70. The provision of the OAC apply, and can be violated by a dealer, even if the consumer did not see the advertisement prior to the transaction. *Motzer Dodge Jeep Eagle, Inc., v. Ohio Attorney General*, 95 Ohio App.3d 183, 187 (12th Dist. 1994), PIF 10001316 (The OAC “clearly requires a dealer to show and make available for sale its vehicles as advertised, regardless of whether the customers saw, knew about or relied upon the advertisements”).

71. OAC § 109:4-3-16(B)(21) requires that the advertised price of a motor vehicle include “all costs to the consumer except tax, title and registration fees, and a documentary service charge.”

72. Additionally, OAC § 109: 4-3-16(B)(21) provides the advertised price must not include and account for discounts and rebates, unless the discount or rebate is on which all consumers qualify for and the “advertisement clearly discloses the deduction of such discount or rebate.” Therefore, unless the advertisement discloses the discount or rebate, the advertised price must be the price without the discount or rebate.

73. OAC § 109:4-3-16(B)(26) requires that if the terms of an advertised sale or offer is limited in time and subject to expiration, the dealer must “disclose the beginning **and ending dates** of any sale or other offer for the sale of a motor vehicle.” [Emphasis added].

74. If the advertisement does not include an ending date, the dealer must make the terms of the offer available for a minimum of ninety days. *Motzer, supra*, p. 188,

75. FMC advertised The Chrysler for an adjusted price of \$24,345.00. Exhibit 1. FMC Chrysler Advertisement.

76. This price included a “Dealer Discount,” and the advertisement did not disclose any expiration date for the offer.

77. FMC did not notify The Harrisons about the advertised price and charged them \$3,647.54 more than its advertised price, (\$27,992.54 - 24,345.00), or \$1,147.54 more than its advertised price after application of the \$2,500 rebate but not the advertised \$8,410 dealer discount (\$25,492.54 - \$24,345.00). Exhibit 2, Lease Agreement.

78. FMC advertised The Jeep for a vehicle price of \$19,881.00, which amount was the pre-discount/rebate vehicle price. Exhibit 3, Advertisement for The Jeep.

79. FMC failed to notify Mr. Long about the advertised price for The Jeep and, instead, sold it for the pre-discount/rebate vehicle price of \$20,953.00. *See* Exhibit 4, Buyers Order.

80. FMC failed to notify Mr. Foxx of its advertised price for the Ram and sold it to him for a price greater than advertised.

81. As a direct and proximate result of FMC’s failure to disclose the current advertised price of their vehicles, Plaintiffs were deceived into paying a higher price.

Second Claim for Relief

(Violation of OAC § 109:4-3-16-(B)(17))

(Violation of the CSPA)

82. Plaintiffs incorporate the allegations contained in the previous paragraphs of the Complaint as though fully rewritten herein at length.

83. OAC § 109:4-3-16(B)(17) makes it an unfair and deceptive act for a dealer to "[r]aise or attempt to raise the actual purchase price of any motor vehicle to a specific consumer."

84. FMC raised the price of The Chrysler for The Harrisons' transaction. See Exhibit 4, Lease Agreement.

85. FMC raised the price to The Harrisons by \$3,647.54.

86. FMC raised the price on The Jeep for Mr. Long's transaction. See Exhibit 3, RISC.

87. FMC charged Mr. Long \$1,072.00 **more** than the (pre-discount/rebate) advertised price for The Jeep.

88. Likewise, FMC raised the price of The Ram to Mr. Foxx.

89. As a direct and proximate result of Defendant's acts, Plaintiffs and the class suffered actual damage including, but not limited to, the amount paid over the advertised price, extra sales tax, and paying excess interest.

Third Claim for Relief

(Violation of OAC § 109:4-3-16(B)(5))

(Violation of the CSPA)

90. Plaintiffs incorporate the allegations contained in the previous paragraphs of the Complaint as though fully rewritten herein at length.

91. OAC § 109: 4-3-16 Advertisement and Sale of Motor Vehicles provides:

(B) It shall be a deceptive and unfair act or practice for a dealer, manufacturer, advertising association, or advertising group, in connection with the advertisement or sale of a motor vehicle, to:

(5) Advertise any motor vehicle for sale at a specific price or on specific terms and subsequently fail to show and make available for sale said vehicle as advertised.

92. FMC sold vehicles to the Harrisons, Mr. Long, and Mr. Foxx for more than the advertised price as detailed above.

93. As a direct and proximate result of Defendant's acts, Plaintiffs and the class suffered actual damage including, but not limited to, the amount paid over the advertised price, extra sales tax, and paying excess interest.

Fourth Claim for Relief

(Misrepresentation of price and dealer discount)
CSPA Violation

94. Plaintiffs incorporate the allegations contained in the previous paragraphs of the Complaint as though fully rewritten herein at length.

95. Pursuant to R.C. § 1345.02(B) it is deceptive act or practice for a supplier to represent at any time, before, during or after a transaction that (1) That the subject of a consumer transaction has characteristics, accessories, uses, or benefits that it does not have.

96. OAC § 109:4-3-16(B)(3) prohibits the use of "any statement, layout, or illustration in any advertisement or sales presentation which could create in the mind of a reasonable consumer a false impression as to any material aspect of said advertised or offered vehicle, or to convey or permit an erroneous impression as to which vehicles are offered for sale at which prices."

97. FMC advertised that the vehicles were of a price that was not part of the transactions for Plaintiffs.

98. FMC advertised that The Chrysler came with a Dealer Discount of \$8,410.00. Exhibit 1, FMC Chrysler Advertisement.

99. FMC did not provide The Harrisons a Dealer Discount in the Lease Agreement. Exhibit 2, Lease Agreement.

100. FMC's Dealer Discount significantly reduces the price of a vehicle and is a substantial benefit.

101. FMC advertising of vehicles with a benefit, i.e. a Dealer Discount, that they do not have creates a false impression and is a deceptive act or practice that violates the CSPA.

102. Defendant committed acts and practices that have been determined by courts of this state to violate R.C. § 1345.02 or R.C. 1345.03, and after such decisions were made available for public inspection under R.C. § 1345.05(A)(3), as well as the OAC. These decisions include, but are not limited to, *State ex rel Petro v. Ray's Powersports, Inc.* (November 3, 2008), C.P. Cuyahoga Cty., No. CV 04 527042, PIF#10002719, *Knox v. Ludwick*, (October 31, 2001), Ct. App., 4th District, Case No. 00 CA 2569, Ross County, PIF#10002018. *Oster v. Swad Chevrolet* (August 2, 1982), Case No.81 AP 934, Ct. App., 10th District, Franklin County, PIF#10000410.

103. Defendant knowingly committed said unfair, deceptive and unconscionable acts and practices.

104. Defendant's not providing this benefit is the proximate cause of Plaintiffs' damages.

105. Plaintiffs are entitled to damages in the amount of the dealer discount promised, pursuant to R.C. §1345.09(B).

Fifth Claim for Relief

(Fraud, Fraud in the Inducement and Misrepresentation)

106. Plaintiffs incorporate the allegations contained in the previous paragraphs of the Complaint as though fully rewritten herein at length.

107. FMC advertised the price for The Chrysler as \$24,345.00.

108. FMC represented to The Harrisons the price of The Chrysler was significantly higher. See Exhibit 2, Lease Agreement.

109. Unaware of the advertised price, The Harrisons relied on FMC's representation to enter the Lease Agreement for The Chrysler.

110. FMC sold The Chrysler to The Harrisons for \$3,647.54 more than advertised.

111. FMC **advertised** The Jeep on its website for **\$19,881.00**. See Exhibit 3.

112. FMC represented to Mr. Long that the cash price for The Jeep was \$20,953.00.

113. Unaware of the advertisement, Mr. Long agreed to purchase The Jeep for the cash price FMC represented on the Buyers Order. *Id.*

114. FMC charged Mr. Long **\$1,072.0** more than the advertised price for The Jeep.

115. FMC likewise charged Mr. Foxx more than the advertised price for The Ram.

116. FMC had a duty to inform Plaintiffs of the advertised price.

117. FMC did not inform Plaintiffs of the advertised price for their vehicles, but instead represented a higher cash price for their vehicles, breaching its duty.

118. FMC knew the true advertised price, but deliberately withheld this information from Plaintiffs.

119. FMC withheld the information knowing this information was critical to Plaintiffs' decision to acquire their vehicles.

120. Plaintiffs justifiably relied on the price representations of FMC for their vehicles.

121. If Plaintiffs knew that the true cash price was less, they would not have entered an agreement to pay a higher price.

122. As a direct and proximate result of FMC's misrepresentations, Plaintiffs have been damaged in an amount of the price difference, plus extra sales tax and interest.

123. As a direct and proximate result of FMC's misrepresentations, Plaintiffs and the class are entitled to actual and punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for relief as follows, for:

- a) an order certifying this case as a class action, and certifying the proposed class as defined herein;
- b) an order finding and declaring the acts and practices of FMC as challenged herein are unfair, deceptive and/or unconscionable;
- c) an order preliminarily and permanently enjoining FMC from engaging in the practices challenged herein;
- d) actual damages of at least the amount charged over the amount of the advertised price, plus extra sales tax and extra interest, statutory damages and attorney fees for violations of CSPA;
- e) actual and punitive damages for all monies paid thereunder for fraud; and
- f) any other and further relief as this Honorable Court deems just and proper.

Respectfully submitted,

/s/Ronald I. Frederick
Ronald I. Frederick (0063609)
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JURY DEMAND

Plaintiffs hereby demands a trial by jury on all issues so triable.

/s/ Ronald I. Frederick
Ronald I. Frederick (0063609)
Frederick & Berler LLC
Attorney Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on November 2, 2018, a copy of the foregoing was filed electronically. Notice of this filing will be sent to all parties by operation of this Court's electronic filing system. Parties may access this filing through the Court's system.

/s/ Ronald I. Frederick
Ronald I. Frederick (0063609)
Frederick & Berler LLC
Attorney Plaintiffs



4100 STATE RD, CUYAHOGA FALLS, OH 44223

SALES : (888) 608-6074

SERVICE : (888) 739-0711

PARTS : (888) 633-6986

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2017 Chrysler Pacifica Touring Van

Home > New Chrysler > 2017 Chrysler Pacifica > 2017 Chrysler Pacifica Van Touring

[Photos](#) [Video](#)



4100 State Road, Cuyahoga Falls, OH 44223

[fallsmotorcity.com](#)

MSRP	\$32,755
Dealer Discount	-\$8,410
Adjusted Price	\$24,345

Value Your Trade

Financing Options (<https://www.dealertrack.com/c>)

[Request More Info](#)

Vehicle Located At:

Falls Motor City

4100 State Rd

Cuyahoga Falls, OH 44223

Call Us

(888) 608-6074

Window Sticker (<http://www.chr>)



New 2017 Chrysler Pacifica

Exterior Color: Dark Cordovan Pearlcoat

Vin Number: 2C4RC1DG3HR529066

Stock: C17044

View this New Chrysler Pacifica for sale near Akron, OH.



Exterior Color : Dark Cordovan
Pearlcoat
Interior Color : BLACK/ALLOY



Model Code : RUCM53
Stock # : C17044
VIN : 2C4RC1DG3HR529066

Packages & Options

Included Packages

Radio: Uconnect 3C w/8.4" Display

8.4" Touchscreen Display



Exhibit 1

GPS Antenna Input

Integrated Voice Command w/Bluetooth

Nav-Capable! See Dealer for Details

SiriusXM Satellite Radio

[View all packages and options](#)

Comments: Pricing available to all customers! We only advertise with incentives available to EVERYONE! - This 2017 Chrysler Pacifica 4dr Touring features a 3.6L V6 Cylinder Engine 6cyl Flex Fuel engine. It is equipped with a 9 Speed Automatic transmission. The vehicle is Dark Cordovan Pearlcoat with a Black/Alloy Cloth interior. It is offered with a full factory warranty. - Contact Andy Howard at 877-356-6826 or andy@fallscjd.com for more information. -

Convenience Features

1-touch down

Air conditioning

Illuminated entry

Telescoping steering wheel

Power windows

Overhead console

Rear air conditioning

Driver vanity mirror

Front beverage holders

Rear door bins

Rear beverage holders

Passenger door bin

Passenger vanity mirror

Emergency communication system

[View all tech specs](#)

Tilt steering wheel

Speed control

Front dual zone A/C

Trunk/hatch auto-latch

Remote keyless entry

Driver door bin

1-touch up

Recommended for You



2017 Chrysler Pacifica Van
Please Call



2017 Chrysler Pacifica Touring...
\$25,760



2017 Chrysler Pacifica Touring...
\$31,477



2017 Chrysler Pacifica Touring...
\$33,018

*MSRP is the Manufacturer's Suggested Retail Price (MSRP) of the vehicle. It does not include any taxes, fees or other charges. With approved credit. Pricing based on residency restrictions. Please contact dealer for residency questions/qualifications. Offers, incentives, discounts, or financing are subject to expiration.

* Images, prices, and options shown, including vehicle color, trim, options, pricing and other specifications are subject to availability, incentive offerings, current pricing and credit worthiness.

* In transit means that vehicles have been built, but have not yet arrived at your dealer. Images shown may not necessarily represent identical vehicles in transit to your dealership.



Motor Vehicle Lease Agreement - Closed End**CHRYSLER
CAPITAL**☐ Monthly Payment Lease ☐ Single Payment Lease

Lessor (Dealer Name and Address) FALLS MOTOR CITY INC. 4100 STATE RD CUYAHOGA FALLS, OH 44223	Lessee(s) (and Co-Lessee) Name(s) and Address(es) JONATHAN G HARRISON SARAH E HARRISON 78 FOX RIDGE WAY TALLMADGE OH 44278-3916 SUMMIT	Lessee's Garaging Address (where the Vehicle will be principally located) 78 FOX RIDGE WAY TALLMADGE OH 44278-3916 SUMMIT
------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------

No. _____ County _____
 Date 07/27/2017 ☐ Refer to the attached addendum for additional Lessees and their signatures.

If this Lease is for a consumer purpose, then this Lease is consumer paper. ☐ Business, commercial or agricultural purpose lease.

Description of the Leased Property (Vehicle)

Year <u>2017</u>	Make <u>CHRYSLER</u>	Model <u>PACIFICA</u>	Style <u>TOURING</u>	Vehicle Identification Number <u>2C4RC1DG3HR529066</u>	Odometer Mileage <u>51</u>
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Demo					
Equipped With:					

You acknowledge that you have received and examined the Vehicle described above, that the Vehicle is equipped as described and is in good operating order and condition. You accept the Vehicle for all purposes of this Lease.

Trade-In Vehicle and Its Allowance

Year <u>N/A</u>	Make <u>N/A</u>	Model <u>N/A</u>	Gross Amount of Trade-In Allowance \$ <u>N/A</u>
Prior Credit or Lease Balance - \$ <u>N/A</u>		**Net Trade-In Allowance = \$ <u>0.00</u> (If less than zero, enter zero).	

Federal Consumer Leasing Act Disclosures

1. Amount Due at Lease Signing or Delivery (Itemized below) * \$ <u>3000.00</u>	2. Payments a. Monthly Payments. Your first monthly payment of \$ <u>330.00</u> is due on <u>07/27/2018</u> followed by <u>41</u> payments of \$ <u>330.00</u> due on the <u>27th</u> of each month. The total of your monthly payments is \$ <u>74238.00</u> . b. Single Payment. Your payment of \$ <u>N/A</u> is due on <u>N/A</u> .	3. Other Charges (Not part of your monthly or single payment) Disposition fee (if you do not purchase the Vehicle) \$ <u>395.00</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> Total \$ <u>395.00</u>	4. Total of Payments (The amount you will have paid by the end of the Lease) \$ <u>17294.00</u> (Section 1 plus Section 2 total plus Section 3 total minus 5(b) and 5(d))
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5. Amount due at Lease signing or delivery:*** Itemization of Amount Due at Lease Signing or Delivery**

a. Capitalized Cost Reduction	\$ <u>2391.10</u>	i. SALES TAX	+ \$ <u>161.40</u>	How the amount due at Lease signing or delivery will be paid: Net Trade-In allowance** \$ <u>0.00</u> Rebates and non-cash credits + \$ <u>2500.00</u> Amount to be paid in cash + \$ <u>500.00</u> <---> Total = \$ <u>3000.00</u>
b. First Monthly Payment	+ \$ <u>330.00</u>	j. N/A	+ \$ <u>N/A</u>	
c. Single Payment	+ \$ <u>N/A</u>	k. N/A	+ \$ <u>N/A</u>	
d. Refundable Security Deposit(s)	+ \$ <u>N/A</u>	l. N/A	+ \$ <u>N/A</u>	
e. Registration fees	+ \$ <u>33.50</u>	m. N/A	+ \$ <u>N/A</u>	
f. Title fees	+ \$ <u>N/A</u>	n. N/A	+ \$ <u>N/A</u>	
g. Acquisition fee	+ \$ <u>N/A</u>	o. N/A	+ \$ <u>N/A</u>	
h. Documentation fees	+ \$ <u>75.00</u>	Total	= \$ <u>3000.00</u>	

Exhibit 2

Gross capitalized cost. The agreed upon value of the

Vehicle (\$ 28990.30) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance)

\$ 28990.30

Capitalized cost reduction. The amount of any net trade-in allowance, rebate, non-cash credit, or cash you pay that reduces the gross capitalized cost.

\$ 2391.10

Adjusted capitalized cost. The amount used in calculating your base payment.

\$ 26499.20

Residual Value. The value of the Vehicle at the end of the Lease used in calculating your base payment.

\$ 14084.65

Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal wear and for other items paid over the Lease Term.

\$ 12414.55

Rent charge. The amount charged in addition to the depreciation and any amortized amounts.

+ \$ 1823.45

Total of base payments. The depreciation and any amortized amounts plus the rent charge.

= \$ 14238.00

Lease Term. The number of months in your Lease.

Lease payments. The number of payments in your Lease.

+ 42

Base Payment

= \$ 339.00

Sales/use tax

+ \$ N/A

Total payment

+ \$ N/A

= \$ 339.00

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and mileage in excess of 10000 miles per year at the rate of \$ 25 per mile. (Excess Mileage Charge)

☐ Purchase Option at End of Lease Term. If the box in this line is checked, you have the option to purchase the Vehicle at the end of the Lease Term for

\$ 14084.65 and a purchase option fee of \$ 350.00. The purchase option price does not include official fees such as those for taxes, tags, license and registration which you will also be required to pay.

Other Important Terms. See Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Itemization of Gross Capitalized Cost

Agreed upon value of the Vehicle	\$ <u>27992.56</u>	Extended Warranty and Service Contract	\$ <u>N/A</u>	Acquisition fee	\$ <u>N/A</u>
Sales or Use Tax and any other applicable taxes	\$ <u>897.76</u>	Documentation fee	\$ <u>N/A</u>		\$ <u>N/A</u>
Title, License and Registration fees	\$ <u>N/A</u>	Outstanding Prior Credit or Lease Balance and Negative Equity	\$ <u>N/A</u>		\$ <u>N/A</u>
				Total	\$ <u>28990.30</u>

If you do not meet your Contract obligations, you may lose the right to use the Vehicle under this Lease.

Additional Protections

You may buy any of the following voluntary protection plans. They are not required as part of this Lease and will not be a factor in our decision to lease the Vehicle to you.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☐ Service Contract

Term N/A

Price \$ N/A

Coverage N/A

☐ Gap Waiver or Gap Coverage

Term N/A

Price \$ N/A

Coverage N/A

☐ Mechanical Breakdown Protection (MBP)

Term N/A

Price \$ N/A

Coverage N/A

☐ Extended Warranty

Term N/A

Price \$ N/A

Coverage N/A

Other Terms

N/A

Notices

THIS IS A LEASE AGREEMENT. THIS IS NOT A PURCHASE AGREEMENT. PLEASE REVIEW THESE MATTERS CAREFULLY AND SEEK INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.

Notice. You have no ownership rights in the Vehicle unless and until you exercise your option to purchase the Vehicle.

Arbitration. This Lease contains an Arbitration Agreement that affects your rights. By signing this Lease, you agree to the terms of the Arbitration Agreement.

Name N/A Date _____

Name _____ Date _____

Additional Terms

Additional Fees and Charges. Information about a Security Deposit and a Late Charge can be found in the *Additional Lease Terms* section. In addition to the other amounts promised in this Lease, you agree to pay the following.

- **Vehicle Return Fee.** You will pay us a Vehicle Return Fee of \$ 495.00 if this Lease is terminated before the end of the scheduled Lease Term and the Vehicle is returned to us or to our agents. This Fee will not apply if the Lease ends early by your purchase of the Vehicle.
- **Disposition Fee.** You will pay us a Disposition Fee of \$ 395.00 when you return the Vehicle at the end of the scheduled Lease Term. This Fee will not apply if the Lease ends early or if you buy the Vehicle at the end of the Lease Term (if you have that option).
- **Official Fees and Taxes.** The estimated total amount you will pay for official and license fees, registration, title and taxes over the term of your Lease, whether included with your monthly (or single) payment or assessed otherwise: \$ 1092.66. The actual total of fees and taxes may be higher or lower, depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

☐ **Service Charge for Unclaimed Security Deposit Refunds.** Unless prohibited, if we send you a check after this Lease ends to refund the remaining portion of any Security Deposit and you do not collect that check within six months, you agree that we may deduct a monthly service charge of \$ N/A from the remaining portion of any Security Deposit until it is gone or otherwise refunded to you.

Warranties. The Vehicle is subject to the following express warranties that apply to this Lease.

☐ The standard written manufacturer's warranty. This warranty is made by the manufacturer and NOT by the Lessor.

☐

By signing this Lease, you acknowledge receiving a copy of the above written warranties. You understand that we (the Lessor) make no express or implied warranties other than those described above (if any). Except as required by law, the Lessor makes no implied warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose. Except as provided above, you will take the Vehicle as is and with all faults. We do not exclude any warranties of merchantability and fitness for a particular purpose if this Lease is subject to Massachusetts or Vermont law.

Signatures

Entire Agreement. Your and our entire agreement is contained in: (a) this Lease; and (b) any related agreement between you and us about conditions that must be satisfied after delivery of the Vehicle. There are no unwritten agreements regarding this Lease. Any change to this Lease must be in writing and signed by you and by us.

Name JONATHAN G HARRISON Date 07/27/2017

Name SARAH E HARRISON Date 07/27/2017

Notice to Lessee. (1) Do not sign this Lease before you read it or if it contains any blank spaces; (2) You are entitled to a completely filled-in copy of this Lease; (3) This is a Lease agreement and not a purchase agreement. Please seek independent professional advice if you have any questions concerning this transaction.

By signing below, you agree to the terms on pages 1 and 2 of this Lease. You received a copy of this Lease and had a chance to read and review it before you signed it.

Name JONATHAN G HARRISON Date 07/27/2017

Name SARAH E HARRISON Date 07/27/2017

Lessor's Acceptance. By signing below, Lessor agrees to the terms and conditions of this Lease.

- **Lessee DL Inspection.** The Lessor inspected each Lessee's driver's license and compared and verified the signature on each license with a signature of each Lessee, written in Lessor's presence. Lessor believes that each Lessee providing such information is currently licensed to drive by the state of his/her residence.
- **Assignment.** Lessor assigns this Lease and all rights and title to the Vehicle to the Assignee identified below (if any). This assignment is subject to any separate Assignment Agreement between the Lessor and Assignee.

Assignee Name CCAP AUTO LEASE LTD
Address 1601 ELM ST STE 800
DALLAS TX 75201

Phone _____

Name CRUSE, BOBBY Date 07/27/2017
Title FINANCE MANAGER

Additional Lease Terms

Definitions. "You", "your" and "Lessee" mean each person or legal entity, jointly and individually, who signs this Lease as the "Lessee". "We", "our", "us" and "Lessor" mean the Lessor who signs this Lease and its successors and assigns.

Agreement to Lease. You agree to lease the motor vehicle described in this Lease ("Vehicle") from us under the terms of this Lease. You agree to pay all amounts due and to perform all your obligations under this Lease. You intend to use the Vehicle primarily for personal, family or household purposes, unless the "Business, commercial or agricultural purpose lease" box is checked. Applicable provisions of the Federal Consumer Leasing Act are part of this Lease.

General Terms. You agree that the law of the state where this Lease is signed will govern this Lease, unless prohibited. If any part of this Lease cannot be enforced, the rest of the Lease will still be enforceable.

Indemnity. To the fullest extent permitted by law and unless otherwise prohibited by law, you agree to indemnify and hold us harmless and our successors and assigns from all liability, claims, losses, demands, damages of all kinds, expenses (including reasonable legal fees and expenses, unless prohibited), fines and penalties we suffer or incur resulting from the possession, operation, condition, maintenance or use of the Vehicle during the Lease Term.

Notices. Unless otherwise required by law, you agree that any notice we provide you will be reasonable and sufficient if it is sent by first class mail, addressed to you at the address given in this Lease or to your last known address as reflected in our records. You will notify us in writing within 30 days of any change in your address or where the Vehicle is garaged.

Security Deposit. If included in the Itemization of Amount Due at Lease Signing or Delivery section you will give us a refundable Security Deposit in the amount indicated. It may be used to pay any amount that you do not pay when due. After all your obligations are paid under this Lease, we will return any remaining amount to you. You agree to cash, deposit or otherwise collect any check we send you to refund any remaining portion of the Security Deposit within six months of the date on the check. Unless prohibited, you also agree that we may, beginning six months after the date of any refund check that remains uncollected, impose any monthly service charge described in the Service Charge for Unclaimed Security Deposit Refunds section. Unless prohibited, you will not be entitled to interest on your Security Deposit or to any other benefit, increase or profits that accrue to us as a result of holding the Security Deposit.

Late Charge. This section applies if this is a Monthly Payment Lease. If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of the lesser of \$20 or 5% of the unpaid amount of the payment.

Vehicle Use. You agree to the following.

- You agree to allow the Vehicle only to be operated by licensed drivers for lawful purposes and in a lawful manner.
- You agree to operate the Vehicle only as recommended by the manufacturer.
- You agree not to use the Vehicle as a taxi or for other public or private hire or delivery.
- You agree not to use the Vehicle in a way that causes the cancellation or suspension of any warranty, insurance or other similar vehicle protection agreement.
- You agree not to take the Vehicle out of the state where you reside for more than 30 consecutive days without our prior written approval.
- You agree not to take the Vehicle out of the United States without our prior written approval.

Maintenance and Operating Costs. You agree to keep the Vehicle in the same condition as when you received it, except for reasonable wear and mileage. You agree to service and maintain it as recommended by the manufacturer and as needed to keep it in good operating condition. You also agree to maintain the Vehicle so that any warranties or similar agreements remain effective and so that it passes all inspections required by law. You are responsible for paying all costs of the Vehicle's service, repair and maintenance and all the costs of its operation, including the costs of gas, oil, parking, storage, violations, etc. You agree to make the Vehicle available to us for inspection during the Lease Term at any reasonable time and location that we request.

Required Insurance. You are liable for any injury, death or damage arising out of the use of the Vehicle. You agree to provide at least the following insurance coverage ("Required Insurance") on the Vehicle at all times during this Lease.

- Liability for bodily injury or death of others in an amount of at least \$100,000 per person and \$300,000 per occurrence.
- Liability for property damage to others in an amount of at least \$50,000.
- Collision and comprehensive (including fire and theft coverage) with a deductible not to exceed \$1,000.

You agree to provide the insurance at your own expense from an insurer authorized to do business in the state where you are located or an eligible surplus lines insurer. This insurance may be provided through existing policies that you own or control. You also agree to name us or our assignee as loss payee and additional insured. The insurance policy must provide for at least 10 days advance notice to us of any cancellation or other material change in coverage. At our request, you will promptly deliver to us a copy of the policy and proof of the payment of premiums. If you fail to meet these requirements, we may obtain insurance on your behalf at your expense.

You are leasing the Vehicle from us. We own the Vehicle. You are required to maintain insurance on the Vehicle to protect our interest. If you fail to provide evidence of insurance on the Vehicle to us, we may place insurance on the Vehicle

the Rent Charge for that Month. The Rent Charge for each Month in a Single Payment Lease is equal to the Lease Rate times the Adjusted Lease Balance before that increase. The Lease Rate is the rate that will cause the monthly increases described above to increase the Adjusted Lease Balance to the Residual Value over the Lease Term. If this Lease is a Monthly Payment Lease, the Adjusted Lease Balance at the beginning of this Lease is equal to the Adjusted Capitalized Cost. At the end of each Month, the Adjusted Lease Balance will be reduced by adding the Rent Charge for that Month and then subtracting the amount of the Base Monthly Payment. That Rent Charge for a Monthly Payment Lease is equal to (a) the Adjusted Lease Balance at the beginning of the Month minus the Base Monthly Payment amount, multiplied by (b) the Lease Rate. The Lease Rate is the rate which will cause monthly reductions described above to reduce the Adjusted Lease Balance to the Residual Value over the Lease Term. All the calculations referred to above are done as though each Month has exactly 30 days.

Determining the Realized Value. If the law so requires, we will send you a notice and wait any required period of time before taking action to establish the Vehicle's Realized Value. Unless otherwise required by law, the Realized Value will be determined in one of the following ways.

- It will be determined by a written agreement between you and us reached within 10 days of the Vehicle's return.
- It will be determined by the professional appraisal of an independent third party agreed to by you and us and obtained at your expense within 10 days of the Vehicle's return (or a longer period, if all parties so agree or if the law so requires). The appraisal shall be of the Vehicle's wholesale value and shall be final and binding on both you and us.
- If it is not determined within 10 days of the Vehicle's return, we will determine the Realized Value, at our sole discretion, either in accordance with accepted practices in the automobile industry for determining the wholesale value of used vehicles by obtaining a wholesale cash bid for the purchase of the Vehicle or by disposing of the Vehicle in an otherwise commercially reasonable manner. If the law requires a specific method or process, we will follow it as required. If we use a bid procedure, you may have the right to submit a cash bid which we will consider along with any other offers we may receive. We do not have to sell the Vehicle but will use the highest offer amount we receive in calculating your liability. The Realized Value will be zero if the Vehicle is not returned to us. If this Lease is governed by Nevada law, you may submit to us a written bid for the purchase of the Vehicle at any time before we establish its Realized Value.

Option to Purchase Before the End of the Lease Term. You have the option to purchase the Vehicle at any time as long as we have not declared the Lease to be in default. You must give us at least 30 days prior notice of your intent to purchase. The Vehicle sale price will be the sum of: (a) All officials' fees, taxes and other costs incurred for the purchase (or to prepare the Vehicle for purchase) and all other fees and charges then due or past due under the Lease; and (b) the Adjusted Lease Balance.

Scheduled Termination. Unless this Lease ends under another section of this Lease, you will return the Vehicle to us on the last day of the scheduled Lease Term. You agree to return it to our address or to another reasonable location that we may request. You may return the Vehicle up to 15 days before the last day of the scheduled Lease Term at your option and for your own convenience, without any adjustment (charges or credits) for an "early" return.

On termination under this section, you agree to pay us the following items.

- A Disposition Fee, if any, described in the *Additional Fees and Charges* section.
- An Excess Wear Charge and an Excess Mileage Charge, if any, described in the *Excess Wear and Mileage* section.
- All other amounts then due or past due under this Lease.

These amounts are due and payable at the time you return the Vehicle or as soon thereafter that they can be determined unless otherwise provided by law. You will also pay us for all reasonable losses and expenses we incur if you fail to return the Vehicle at the end of the scheduled Lease Term.

Option to Purchase at the End of the Lease Term. The Purchase Option at End of Lease Term section in the *Federal Consumer Leasing Act Disclosures* section describes your option to purchase the Vehicle at the end of the scheduled Lease Term (if any) and the Vehicle's purchase price. If you have the option, it is available only if we have not already declared the Lease to be in default. You must also give us at least 30 days prior notice of your intent to purchase.

Excess Wear and Mileage. When you return the Vehicle at the end of the scheduled Lease Term, you agree to pay an Excess Wear Charge for any excessive wear to the Vehicle. The Excess Wear Charge will be equal to the actual or estimated costs of repair, or the estimated loss in its value, because of any excessive wear (even if we do not repair the Vehicle). Excessive wear includes the following.

- Mechanical damage, failure or defect.
- Repairs or replacement parts, including tires, that are not made with original equipment manufacturer's parts unless we specifically approve the use of such repairs or parts in advance and in writing.
- Exterior parts, grilles, bumpers, trim, paint and glass that are dented, scratched, chipped, discolored or otherwise damaged, missing or worn beyond ordinary use.
- Interior parts, upholstery, dashboard, carpeting or trunk liner that are stained, torn, burned or otherwise damaged, missing or worn beyond ordinary use.
- Accessories, tools and equipment included with the Vehicle when delivered that are missing, damaged or not in proper working order.

any other charges. You authorize us to endorse your name on any check we receive for insurance proceeds.

Notice. Liability insurance coverage for bodily injury and motor vehicle damage caused to others is not included in this Lease.

Damage to the Vehicle and Insurance Claims. You will notify us in writing immediately after any loss to person or property occurs involving the Vehicle in any way. You will also notify us in writing immediately upon receiving notice of any demand, claim or suit involving the Vehicle in any way. You agree to fully cooperate with us and with your insurer in any investigation, suit or other action resulting from the use or control of the Vehicle.

You agree to repair or compensate us for any loss or damage to the Vehicle that occurs during this Lease. If the Vehicle is damaged, we will decide if it is repairable and if it should be repaired. If the Vehicle is repaired, you will apply to the costs of repair any insurance proceeds you receive for its loss or damage. You understand that you must pay for any loss or damage that is not paid by insurance proceeds. You must also keep making any payments as they come due during this Lease even if the Vehicle is damaged or unusable for a period of time. The *Theft, Loss or Irreparable Damage* section describes what happens if we decide that the Vehicle cannot or should not be repaired.

Theft, Loss or Irreparable Damage. If the Vehicle is stolen and not recovered, or is lost or destroyed, or is damaged and we determine that it cannot or should not be repaired, then we will decide whether to continue or terminate this Lease. If it is continued, you agree to accept a reasonable substitute vehicle of similar value, condition, mileage and accessories to replace the original Vehicle. If we terminate the Lease under this section, the event will be treated as an early termination and you will be required to pay the Gap Amount (defined below).

Default. You will be in default on this Lease if any one of the following occurs (except as prohibited by law).

- You fail to make any payment when it is due.
- You fail to perform any material obligation that you have undertaken in this Lease (which includes doing something you have agreed not to do)
- The Vehicle is seized, confiscated or levied upon by legal or governmental process.
- You fail to provide the Required Insurance on the Vehicle or fail to provide proof of such coverage after we request it.
- Anything else happens that creates a default according to applicable law.

If this Lease is in default, we may exercise our remedies against any or all Lessees.

Remedies. If this Lease is in default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking some or all of these actions.

- We may terminate this Lease and your rights to use the Vehicle.
- We may take any reasonable action to correct your default or to prevent our loss (including, for example, purchasing insurance that you agreed to provide). Any amount we pay will be added to the amount you owe us and will be immediately due.
- We may require you to return the Vehicle and any related records or make them available to us in a reasonable manner.
- We may take back the Vehicle by legal process or self help, but in doing so, we may not breach the peace or violate the law.
- We may use any other remedy available to us in this Lease or by law.

You agree that, subject to your right to recover such property, if any, we may take possession of personal property left in or on the Vehicle when we take back the Vehicle.

You agree to repay us for any reasonable amounts we pay to correct or cover your default, unless prohibited by law. You also agree to reimburse us for any costs and expenses we incur in the Vehicle's return and disposition or resulting from early termination, unless prohibited by law. This amount includes, for example, our court costs and, to the extent and in the amount permitted by applicable law, reasonable attorneys' fees. By choosing any one or more of these remedies, we do not give up our right to use another remedy. By deciding not to use any remedy should this Lease be in default, we do not give up our right to use that remedy if the same kind of default happens again.

Lease Termination. This Lease will end ("terminate") when one of the following events occurs, whichever happens first.

- You choose to end the Lease early and return the Vehicle to us.
- You choose to buy the Vehicle (if you have that option).
- You return the Vehicle at the end of the scheduled Lease Term.
- We terminate the Lease because the Vehicle is stolen and not recovered, or is lost or destroyed, or is damaged and we determine that it cannot or should not be repaired or replaced.
- We terminate the Lease due to your default.

On termination, you will pay the amounts agreed to in this Lease. **You are not entitled to keep the Vehicle past the end of the scheduled Lease Term or the date of early**

or are not a part of a financing set of tools.

- Any other part or condition that causes the Vehicle to be unsafe or unlawful to use.
- Any other damage or wear that together cost more than \$50 to repair or replace.

We will notify you of the amount of these charges and provide any other related information as may be required by law. The charges will be due as soon as the amount is determined unless otherwise provided by law. When you return the Vehicle at the end of the scheduled Lease Term, you agree to pay any Excess Mileage Charge as described in the *Federal Consumer Leasing Act Disclosures* section.

Titling, Official Fees and Taxes. You understand and agree that this Lease is a lease only. We own the Vehicle, and it will be titled in our name or in the name of our assignee. You have no ownership interests in the Vehicle except for any future options to purchase provided in this Lease. **You agree to pay all title, registration, license, sales, use, excise, personal property, ad valorem, inspection, testing and all other taxes, fees and charges imposed by government authorities in connection with the Vehicle and this Lease during the Lease Term, except our income taxes.** If such amounts are assessed for a period during the Lease Term, you will pay them even if they become due after the Lease Term. We may, at our discretion, determine the timing and procedures for payment of these amounts. You will promptly pay these amounts as they come due unless otherwise indicated in this Lease. The actual total of official fees and taxes that you pay may be higher or lower than our estimate depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed.

Assignments and Transfers. We may sell, assign or in any other way transfer our rights and responsibilities in the Vehicle and this Lease.

You will not sublease the Vehicle, assign, pledge or permit a security interest to be created in, or in any other way transfer your interests or responsibilities in the Vehicle and in this Lease. We may, at our discretion, give you permission to make a transfer that is otherwise prohibited. Such permission must be given in writing prior to any transfer.

Arbitration Agreement

Please Read Carefully! Notice of Arbitration.

By agreeing to this Arbitration Agreement you are giving up your right to go to court for claims and disputes arising from this Lease if you or we choose to arbitrate.

- You or we may choose to have any dispute between us decided by arbitration, and not by a court or by jury trial.
- If a dispute is arbitrated, you give up your right to join as a class representative or class member in any class action or class arbitration that you may have against us.
- In arbitration, discovery and rights to appeal are generally more limited than a judicial proceeding, and other rights that you and we would have in court may not be available.

At your or our election, any claim or dispute in contract, tort, statute or otherwise between you and us or our employees, agents, successors or assigns that arises out of, or relates to your credit application, this Lease or any related transaction or relationship is to be decided by neutral, binding arbitration. Also, to the extent allowed by law, the validity, scope, and interpretation of this Arbitration Agreement is to be decided by neutral, binding arbitration.

If you or we choose to arbitrate a claim or dispute, you and we agree that no trial by jury or other judicial proceeding take place. In addition, you agree not to participate as a class representative or class member on any class claim that you may have against us, including class arbitration. You and we also agree that any claim or dispute is to be heard and decided by one arbitrator only, and only on an individual basis, and not as a class action.

For the arbitration, you and we will use the following arbitration provider and its applicable rules: National Arbitration and Mediation (NAM), 990 Stewart Ave., Garden City, NY 11530 (www.namadr.com). You can get a copy of NAM's rules by contacting it or visiting its website. If NAM is unwilling or unable to serve as the arbitration provider, the arbitrator will be selected pursuant to 9 U.S.C. sections 5 and 6.

The arbitration hearing will be carried out in the federal district where you reside, unless you and we agree otherwise. If arbitration begins, we will advance your filing, administration, service or case management fee, and your arbitrator or hearing fee all up to a total maximum of \$1,500. Unless the arbitrator awards them to a party, each party is responsible for the fees of its attorney(s), experts, witnesses, and any other fees and costs of arbitration, including any amount we have advanced.

The arbitrator will be a lawyer or a former judge. In making an award, the arbitrator shall follow governing substantive law. The arbitrator has the authority to order specific performance, compensatory damages, punitive damages and any other relief allowed by applicable law. Other than the grounds for review under the Federal Arbitration Act, the arbitration award is final and binding on all parties. Any court having jurisdiction may enforce the arbitrator's award.

You or we can do the following without giving up the right to require arbitration:

insurance received by us on account of the total loss of the vehicle. However, if you had in effect the vehicle insurance required under this Lease at the time of the total loss, we will waive the Gap Amount and you will pay us the sum of: (A) all monthly payments overdue and any other amounts that are due or past due at the time of the loss; plus (B) the amount of your insurance deductible and any other amounts that were subtracted from the Vehicle's actual cash value to determine the insurance proceeds we received for the total loss; plus (C) any rebates or charges for warranties, mechanical breakdown protection or maintenance contracts, purchased in connection with this Lease. Even if the Vehicle is insured, you must continue to pay your scheduled monthly payments until we receive your full insurance proceeds.

Early Termination. This section applies if the Lease terminates before the end of the scheduled Lease Term. It does not apply if you choose to buy the Vehicle before the end of the scheduled Lease Term. On early termination, you will return the Vehicle to us. You will deliver it to our address or to another reasonable location at our request.

Early Termination Liability. On early termination, you agree to pay us the following items:

- A Vehicle Return Fee, if any, described in the *Additional Fees and Charges* section.
- An early termination administrative charge equal to the number of base monthly payments shown in the chart below which is based upon the percentage of months in the Lease Term which have expired.

% of Months in Lease	Number of Base Monthly Payments Due:
0-25%	2.5
26-50%	2.0
51-75%	1.5
76-99%	1.0

- The amount by which the Adjusted Lease Balance at that time exceeds the Realized Value. (If the Realized Value is greater than the Adjusted Lease Balance, the excess will be applied as a credit toward your liability. Any remaining amount of the excess will be credited to you only if this is a Single Payment Lease.)
- All official fees and taxes imposed in connection with the Lease termination.

If the early termination occurred because of theft, loss or irreparable damage to the Vehicle, any insurance or Gap Product proceeds received by us for that theft, loss or damage will be applied to pay that early termination liability.

Determining the Adjusted Lease Balance. Your early termination liability under this section will be calculated using the "Adjusted Lease Balance". A "Month" is a period of approximately 30 days beginning on the same day of a month that the payment(s) is/are due (or on the last day of a month if there is no same day in that month). If this Lease is a Single Payment Lease, the Adjusted Lease Balance at the beginning of the Lease is equal to the Adjusted Capitalized Cost minus the Base Payment. At the beginning of each Month, the Adjusted Lease Balance increases by

The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs this Arbitration Agreement, and not any state law concerning arbitration, including state law arbitration rules and procedures. This Arbitration Agreement survives any termination, payoff or transfer of this Lease. If any part of this Arbitration Agreement is not enforceable, the rest is enforceable, but if the waiver of class action rights is unenforceable, this entire Arbitration Agreement is unenforceable.

By signing this Lease you and we understand and agree to be bound by its terms, and expressly waive our rights to trial by jury and judicial process, and review, except as allowed by law. Caution: It is important that you read this Arbitration Agreement thoroughly before you sign this Lease. By signing it, you are accepting that you have read, understand and agree to this Arbitration Agreement, and have received a copy of it. If you do not understand something in this Arbitration Agreement, do not sign this Lease; instead ask your lawyer. You or we may reject this Arbitration Agreement by sending to the other a rejection notice by certified or registered mail or by messenger service within 10 days after the date of signing this Lease.

- Seek judicial provisional remedies.
- Exercise self-help remedies and to take measures that do not involve a court or arbitration, including, but not limited to, setting off against a deposit account and
- Exercise foreclosure against any real or personal property, collateral or other security.

This is Google's cache of <http://topcheapcar.com/car/New-2017-Jeep-Cherokee-Sport-for-Sale-in-Cuyahoga-Falls-OH-1C4PJLAB0HW603049> (<http://topcheapcar.com/car/New-2017-Jeep-Cherokee-Sport-for-Sale-in-Cuyahoga-Falls-OH-1C4PJLAB0HW603049>). It is a snapshot of the page as it appeared on Jul 10, 2017 14:17:17 GMT.

The current page (<http://topcheapcar.com/car/New-2017-Jeep-Cherokee-Sport-for-Sale-in-Cuyahoga-Falls-OH-1C4PJLAB0HW603049>) could have changed in the meantime. Learn more (<http://support.google.com/websearch/bin/answer.py?hl=en&p=cached&answer=1687222>)

Full version Text-only version (http://webcache.googleusercontent.com/search?q=cache:fB_DaZoeu1YJ:topcheapcar.com/car/New-2017-Jeep-Cherokee-Sport-for-Sale-in-Cuyahoga-F

Tip: To quickly find your search term on this page, press Ctrl+F or ⌘-F (Mac) and use the find bar.


Select Language ▼

July 10, 2017

New 2017 Jeep Cherokee Sport in Cuyahoga Falls, Ohio

Price: \$19881



 (<https://plus.google.com/share?url=https%3A%2F%2Ftopcheapcar.com%2Fcar%2FNew-2017-Jeep-Cherokee-Sport-for-Sale-in-Cuyahoga-Falls-OH-1C4PJ>

Dealer Information

Falls Motor City

4100 State Road

877-356-6826

<http://www.fallsmotorcity.com> (<http://www.fallsmotorcity.com>)

Best price for
2017 Jeep Cherokee

Vehicle information

Exhibit 3

Year: 2017

Mileage: 1
Vin: 1C4PJLAB0HW603049
Color: Black
Body: SUV
Transmission: Automatic
Engine: 4 Cyl
Drive: FWD
Fuel: Gasoline
Zip: 44223
City: Cuyahoga Falls
State: OH

☐ Features

Style and Comfort Features
Safety Features
Audio and Navigation Features
Performance Features
Other Car Features

City: 21

Hwy: 30

Avg: 25



☐ Best price for 2017 Jeep Cherokee

Jeep Cherokee
Sport 2017



(/car/New-2017-Jeep-Cherokee-Sport-for-Sale-in-Huntington-Beach-CA-1C4PJLAB1HW586469)

BEST PRICE

Price: \$15900
Year: 2017
Mileage: 2

Jeep Cherokee
Sport 2017



(/car/New-2017-Jeep-Cherokee-Sport-for-Sale-in-Gaithersburg-MD-1C4PJLAB6HW617831)

BEST PRICE

Price: \$16559

Year: 2017

Jeep Cherokee
Sport 2017



(/car/New-2017-Jeep-Cherokee-Sport-for-Sale-in-Lebanon-TN-1C4PJLAB5HW596227)

BEST PRICE

Price: \$16900

Year: 2017

Jeep Cherokee
Sport 2017



(/car/New-2017-Jeep-Cherokee-Sport-for-Sale-in-Mount-Juliet-TN-1C4PJLAB5HW613608)

BEST PRICE

Price: \$16900

Year: 2017

Jeep Cherokee
Sport 2017



PHOTOS COMING SOON

Thank you for your patience

(/car/New-2017-Jeep-Cherokee-Sport-for-Sale-in-Woodland-CA-1C4PJLAB5HW652392)



BEST PRICE

Price: \$17290

Year: 2017

Mileage: 1

Jeep Cherokee
Latitude 2017



(/car/New-2017-Jeep-Cherokee-Latitude-for-Sale-in-Tempe-AZ-1C4PJLCB2HW623526)

BEST PRICE

Price: \$17448

Year: 2017

Jeep Cherokee
Latitude 2017



(/car/New-2017-Jeep-Cherokee-Latitude-for-Sale-in-Kirkland-WA-1C4PJLCB7HW603661)

BEST PRICE

Price: \$17471

Year: 2017

Mileage: 10

Jeep Cherokee
Latitude 2017



(/car/New-2017-Jeep-Cherokee-Latitude-for-Sale-in-Tempe-AZ-1C4PJLCB3HW596031)

7071 S. Autozone Loop Road
Tempe, AZ 85284

TempeDodge.com

BEST PRICE

Price: \$17802

Year: 2017

Jeep Cherokee
Latitude 2017



(/car/New-2017-Jeep-Cherokee-Latitude-for-Sale-in-Tempe-AZ-1C4PJLCB1HW596030)

7071 S. Autozone Loop Road
Tempe, AZ 85284

TempeDodge.com

BEST PRICE

Price: \$17809

Year: 2017

Jeep Cherokee
Sport 2017



(/car/New-2017-Jeep-Cherokee-Sport-for-Sale-in-Westlake-Village-CA-1C4PJLAB8HW547880)

BEST PRICE

Price: \$17865

Year: 2017

Jeep Cherokee
Sport 2017



(/car/New-2017-Jeep-Cherokee-Sport-for-Sale-in-Westlake-Village-CA-1C4PJLAB7HW547854)

BEST PRICE

Price: \$17865

Year: 2017

Jeep Cherokee
Sport 2017



(/car/New-2017-Jeep-Cherokee-Sport-for-Sale-in-Huntington-Beach-CA-1C4PJLAB0HW586575)

BEST PRICE

Price: \$17900

Year: 2017

Mileage: 2

☐ Similar

Kia Sportage
SX 2011



(/car/Used-2011-Kia-Sportage-SX-for-Sale-in-Cuyahoga-Falls-OH-KNDPCCA65B7123281)

Price: \$14358

Year: 2011

Mileage: 72787

Kia Sorento
LX 2015

BUYERS
ORDER

4100 State Road
Cuyahoga Falls, OH 44223 (330) 929-5700
R.E.S.P.E.C.T. GUARANTEED
FallsMotorCity.com

STOCK NO. J17504
DEAL NO. 68296
CUST NO. 927987

06 FEB 2017

DATE

PURCHASER'S NAME JEFFREY A LONG
3325 EULT RD

PHONE (330) 221-4728

STREET ADDRESS
MOGADORE

PORTAGE

STATE OH

ZIP 44260

SALESPERSON MAYTE, SAMUEL

CITY

COUNTY

CAR

TRUCK

DEMONSTRATOR

FACTORY OFFICIAL

RENTAL VEHICLE

AS FOLLOWS

ENTER MY ORDER FOR

NEW

USED

MODEL

COLOR

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PRICE OF VEHICLE

OTHER GOODS & SERVICES

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TRADE-IN RECORD 11

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BUYERS
ORDER

4100 State Road
Cuyahoga Falls, OH 44223
R.E.S.P.E.C.T. GUARANTEED
FallsMotorCity.com

(330) 929-5700

DEAL NO
R17116
67613

CUST NO 804556

21 DEC 2016

PURCHASER'S NAME BYRON FOXX DATE 21 DEC 2016STREET ADDRESS 20020 SCOTTSDALE BLVD PHONE (216) 870-3298CITY SHAKER HEIGHTS COUNTY CUYAHOGA STATE OH ZIP 44122 SALESPERSON MCGRAW, DAVEENTER MY ORDER FOR ONE ☒ NEW ☐ USED ☐ CAR ☒ TRUCK ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL ☐ RENTAL VEHICLE AS FOLLOWS:

YEAR <u>2017</u>	MAKE <u>RAMT</u>	MODEL <u>RAMT15</u>	BODY TYPE	COLOR <u>WHITE</u>	TRIM
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VIN <u>3C6RR7LT4HG543409</u>	EMAIL <u>21 DEC 2016</u>	<u>R17116</u>
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PRICE OF VEHICLE \$ 45357.00

OTHER GOODS & SERVICES

THE ODOMETER OF THE PURCHASED VEHICLE NOW READS
MILES/KILOMETERS AND IS ACCURATE UNLESS CHECKED
BELOW.
☐ ODOMETER MILEAGE IS NOT ACCURATE. REFER TO THE FEDERAL
MILEAGE STATEMENT FOR FULL DISCLOSURE.

TRADE-IN RECORD 1 R17116A

YEAR <u>2016</u>	MAKE <u>CADI</u>	MODEL <u>SRX</u>	TYPE <u>MP</u>
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VIN # <u>3GYFNBE36GS546809</u>	MILEAGE <u>9734</u>
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PAYOFF \$ 45717.82 Trade In Allowance 27000.00DOCUMENTARY FEE 250.00TAXABLE PRICE 45587.00LESS: TRADE IN ALLOWANCE(S) 27000.00TAX BASE \$ 18587.00SALES TAX 8.00 % 3646.96TITLE FEE 20.00REGISTRATION FEE 18.50CREDIT LIFE AND DISABILITY N/APLUS: PAYOFF ON TRADE VEHICLE(S) 45717.82TOTAL DUE \$ 49272.46LESS INITIAL PAYMENT/CASH DOWN 3000.00LESS REBATE/FACTORY INCENTIVE 8000.00OTHER N/ABALANCE DUE \$ 56990.28

NEGATIVE EQUITY DISCLOSURE & CONSENT:

I am aware that the balance owed on my trade-in vehicle(s) or the amount
owed on my lease turn in vehicle(s) exceeds the trade in allowance(s)
from the dealer. As a result, I have requested that the "Total Due" be
increased by the difference, \$ (known as negative equity).

INITIALS: _____

☐ SEE VEHICLE DELIVERY REPORT ATTACHED☐ SEE USED VEHICLE LIMITED WARRANTY ATTACHED☐ LIMITED RIGHT TO CANCEL APPLIES: If you have entered into a Spot

Delivery Agreement-Limited Right to Cancel, the sale of the Vehicle is

conditioned on final approval of financing by, or assignment of the Retail

Installment Sale Contract to a lender. If final financing approval is not obtained

and/or the Contract cannot be assigned, you or the Dealership may cancel the

Contract in accordance with this Agreement, the Spot Delivery Agreement-

Limited Right to Cancel, and the Retail Installment Sale Contract. SEE

ATTACHED DOCUMENT FOR IMPORTANT DETAILS

☐ DEPOSIT RECEIPT: Dealer hereby acknowledges receipt of the sum of

\$ _____ as a deposit or partial payment for the vehicle described above. If

this receipt is for a deposit, Dealer will refrain from selling the described vehicle

for _____ days. This Deposit:

☐ IS ☐ IS NOT REFUNDABLE, subject to the conditions on the reverse side

and the following:

EMAIL ADDRESS

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH
MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. 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 OR FITNESS FOR A
PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER
NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE
VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A
SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF
THE WRITTEN WARRANTY/SERVICE CONTRACT.

JURY WAIVER: THE PURCHASER AND DEALER WAIVE AND RENOUNCE THE RIGHT UNDER FEDERAL AND STATE LAW TO A TRIAL BY JURY
FOR ANY CLAIM.

GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS
TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE
OF OHIO.

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. 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.

The front and back of this Agreement, the finance document, if one was signed by the customer, and any documents incorporated herein comprise the entire
agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized.
I have read the terms and conditions printed on the back hereof and agree to them as a part of this Agreement the same as if it were printed above my signature.
I certify that I am at least 18 years old, and hereby acknowledge receipt of a copy of this Agreement. THIS ORDER IS NOT VALID UNLESS SIGNED AND
ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

BUYER SIGNS X [Signature] DATE 21 DEC 2016

CO-BUYER SIGNS X _____ DATE _____

Dealer or Authorized Representative (Must Be Accepted By An Authorized Representative of the Dealer)

X [Signature] DATE 12/21/16

Exhibit 5

Sandra Kurt, Summit County Clerk of Courts

ADDITIONAL TERMS AND CONDITIONS

1. DEFINITIONS. As used in this Agreement the terms (A) "Dealer" shall mean the person or company to whom this Agreement is addressed and who shall become a party to this Agreement by its acceptance. (B) "Purchaser" shall mean the party initialing this Agreement as stated on the face of the Agreement. (C) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood, by the Purchaser and Dealer that the Dealer is in no respect the agent of the Manufacturer. The Dealer and Purchaser are the sole parties to this Agreement and any reference to the Manufacturer is for the purpose of explaining generally certain contractual relationships existing between the Dealer and Manufacturer. (D) "Document" and "Agreement" shall mean this Retail Buyers Order plus any other writing relative in any way to the purchase transaction noted on the face of this Retail Buyers Order.
2. PRICE CHANGES. In the event the Manufacturer shall notify the Dealer of a change in price for new motor vehicles of the same style and type as the vehicle ordered by this Agreement, and prior to delivery of the vehicle ordered by Purchaser, the Dealer shall have the right to adjust the cash price of the vehicle ordered, only in the amount of the increase. In the event of any such change in the cash price, the Purchaser shall have the option of concluding the purchase at the adjusted price or canceling this Agreement. Should the Purchaser elect to cancel this Agreement, the Dealer will refund to the Purchaser all amounts previously paid, and if the Purchaser has delivered to the Dealer a trade-in vehicle as all or part of the payment required, the Dealer shall redeliver the trade-in vehicle to the Purchaser. If the Dealer has sold the trade-in vehicle, the Dealer shall pay to the Purchaser the trade-in allowance for the vehicle, less any negative equity adjustment.
3. MANUFACTURER'S DESIGN CHANGES. In the event the Manufacturer shall change or modify the design of or any part or accessory of the new motor vehicle after the Purchaser's order for the new vehicle has been entered by the Dealer, the Purchaser shall have no claim or right against the Dealer should the Purchaser's new vehicle not contain such changes or modifications, nor shall the Dealer be required to effect such changes or modifications to the Purchaser's new vehicle.
4. DELAYS IN DELIVERY. The Purchaser understands that the Dealer shall not be liable for any damages resulting from a failure to deliver or other delays caused by the Manufacturer, accidents, fire or any other causes beyond the Dealer's control. This Agreement may be renegotiated or canceled by the Purchaser with full refund of deposit, if the ordered vehicle is not delivered by the date specified on the face of this Agreement.
5. CHANGES OTHER THAN MANUFACTURER'S DESIGN CHANGES. If the ordered vehicle arrives at the Dealer's place of business not equipped in accordance with this Agreement, the Purchaser has the right to refuse to accept delivery, with no loss of deposit, or renegotiate a new purchase agreement.
6. TRADE-IN VEHICLE APPRAISAL. If the Purchaser is delivering a trade-in vehicle as part of the purchase price and the delivery will not be made until delivery of the Purchaser's ordered vehicle, the Dealer shall have the right to reappraise the Purchaser's trade-in vehicle at the time of delivery of the ordered vehicle. The reappraised amount shall be the amount allowed for the trade-in vehicle in this Agreement. If the Purchaser is dissatisfied with the reappraisal, the Purchaser may cancel this Agreement with a full refund of deposit, provided that the cancellation occurs prior to the Purchaser taking delivery of the ordered vehicle.
7. BALANCE OWED ON TRADE-IN. If the Purchaser is delivering a trade-in vehicle or is turning in a leased vehicle as part of this transaction and the actual amount of the balance owed on the trade-in vehicle/lease turn-in is different than the amount of the balance owed as listed in this Agreement, the Purchaser agrees to pay the difference to the Dealer if the actual amount of the balance owed is greater than the amount listed and, if the actual amount of the balance owed is less than the amount listed, the Dealer agrees to pay the difference to the Purchaser.
8. TITLE TO THE TRADE-IN VEHICLE. Any trade-in vehicle delivered by the Purchaser to the Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in vehicle in accordance with applicable state law. The Purchaser warrants that any trade-in vehicle delivered to the Dealer is properly titled to the Purchaser, has never been branded, including but not limited to a salvage vehicle, a rebuilt or reconditioned vehicle, a flood vehicle or a lemon buyback, that the Purchaser has the right to sell or otherwise convey such vehicle, that such vehicle is free and clear of all liens or encumbrances except as may be noted on the front side of this Agreement, and that all emission control equipment is on the vehicle and in satisfactory working order and the odometer reading shown is accurate unless otherwise disclosed.
9. TRADE-IN AND OTHER CREDITS. Purchaser agrees that no Trade-In or Other Credits have been provided by Dealer to Purchaser in connection with this purchase transaction except as appears in writing on the front side of this Agreement.
10. PURCHASER'S DEFAULT OR REFUSAL TO PURCHASE. In the event of any failure by the Purchaser to perform the Purchaser's obligations, including but not limited to, any failure to take delivery of or to pay the agreed purchase price for the ordered vehicle, the Dealer shall be permitted to retain an amount equal to any actual damages the Dealer incurred due to the Purchaser's default. If the Purchaser has delivered a trade-in vehicle to the Dealer as part or all of the purchase price, the Dealer may return the trade-in vehicle to the Purchaser if the Dealer has not already sold the trade-in vehicle. If Dealer has already sold the trade-in vehicle, the Dealer may refund to the Purchaser the proceeds of the sale less any reasonable expenses incurred in connection with preparing or reconditioning the trade-in vehicle for sale and the Balance paid on Purchaser's behalf to a Lienholder. If the vehicle was a lease turn-in and Dealer has already paid the Balance owed, Purchaser shall pay to Dealer the amount paid on Purchaser's behalf.
11. TAX LIABILITY. The Purchaser shall be liable for all sales, use or other taxes of a similar nature applicable to the transaction unless such payment otherwise is prohibited by law; provided that the Purchaser shall in no event be liable for any taxes calculated on the Dealer's income.
12. INSURANCE UNAVAILABILITY. In the event this Agreement includes a charge for credit life or credit disability insurance and for any reason such insurance cannot be provided, the Purchaser shall receive a credit for the amount charged for such insurance, which shall be applied to any outstanding balance owed to Dealer or any assignee of Dealer. The inability of the Dealer or any assignee of the Dealer to secure such insurance for the Purchaser shall not relieve the Purchaser from the Purchaser's obligation to purchase the vehicle described in this Agreement. Credit life and credit disability insurance are not mandatory.
13. SIGNING OF OTHER DOCUMENTS. Purchaser agrees to sign any and all documents necessary to complete the terms of this sale.
14. INTENT TO EXPORT. In the event that the Purchaser has taken delivery of a new vehicle, as opposed to a used vehicle, the Purchaser warrants that he/she does not intend to export the vehicle outside the U.S. or one of its territories.

OADA - 1983-2 (10/09)