

# Rivertown Ford, Inc.

## Spot Delivery Addendum

- The loan process cannot always be completed in one day. Your application must first be submitted to the lender for approval. The lender will review your application and notify Rivertown Ford, Inc. of its decision as quickly as possible.

\_\_\_\_\_  
\_\_\_\_\_  
Initial

- Rivertown Ford, Inc. is usually correct on lender selection, down payment requirements, interest rate, and loan duration.

\_\_\_\_\_  
\_\_\_\_\_  
Initial

However, the lender may require:

- An increase or decrease in the loan term (duration).

\_\_\_\_\_  
\_\_\_\_\_  
Initial

- An increase or decrease in interest rate.

\_\_\_\_\_  
\_\_\_\_\_  
Initial

- The contract may need to be submitted to a different lender.

\_\_\_\_\_  
\_\_\_\_\_  
Initial

- Additional down payment.

\_\_\_\_\_  
\_\_\_\_\_  
Initial

- A change in vehicle selection due to purchase price.

\_\_\_\_\_  
\_\_\_\_\_  
Initial

- Rivertown Ford, Inc. is not the lender, only the provider of the vehicle for sale. I understand Rivertown Ford, Inc. will do everything possible to secure financing within 14 days. However, if financing is not secured within this time frame, I agree to voluntarily return the vehicle when notified (mail or phone) by Rivertown Ford, Inc. My trade-in (if applicable) will be returned at that time.

- I further understand, that my trade-in will NOT be paid off until my new loan is finalized and Rivertown Ford, Inc. is funded by the lender. Additionally, I understand that it is my responsibility to make payments on my trade-in until my new loan is completed.

\_\_\_\_\_  
\_\_\_\_\_  
Initial

Date

\_\_\_\_\_

Customer name

\_\_\_\_\_

Signature

\_\_\_\_\_

0011

2319F

CUSTOMER'S NAME

STOCK NO.

BAILMENT AGREEMENT FOR VEHICLE SPOT DELIVERY

VEHICLE IDENTIFICATION

DATE 01/12/2002

IDENTIFICATION NUMBER	YR.	MAKE	BODY	TITLE NUMBER
1E2ND07Y7M2C79888	1999	BUICK	LT	

THIS AGREEMENT IS ATTACHED TO AND FORMS A PART OF THAT CERTAIN SALES AGREEMENT BETWEEN DEALER LISTED BELOW AND THE UNDERSIGNED BUYER(S) AND CONCERNS THE VEHICLE LISTED ABOVE. PENDING CREDIT APPROVAL OF BUYER(S) BY LENDING INSTITUTION AND COMPLETION OF SALES TRANSACTION, INCLUDING ALL PAYMENTS TO BE MADE BY BUYER(S) OR ON BUYER(S) BEHALF AND ALL ADJUSTMENTS FOR BALANCES DUE ON TRADE-IN PAYOFFS. DELIVERY OF SAID VEHICLE BY DEALER IS HEREBY MADE TO BUYER(S) AS A CONVENIENCE TO BUYER(S), AND IS SUBJECT TO ALL TERMS AND CONDITIONS IN SAID SALES AGREEMENT AND IN THE PROMISSORY NOTE AND SALES AGREEMENT, IF ANY, EXECUTED CONCURRENTLY OR IN ACCORDANCE THEREWITH. SAID VEHICLE SHALL REMAIN THE PROPERTY OF THE DEALER. BUYER(S) REPRESENTS THAT ALL STATEMENTS MADE IN THE LOAN APPLICATION ARE TRUE AND CORRECT, AND DEALER MAKES DELIVERY OF SAID VEHICLE IN RELIANCE UPON THEIR TRUTH AND CORRECTNESS. ANY UNTRUE OR INCORRECT STATEMENT OR ANY OTHER MISREPRESENTATION OF BUYER(S) IN SAID APPLICATION OR IN ANY OTHER AFORESAID DOCUMENTS SHALL ENTITLE DEALER, AT HIS DISCRETION, TO IMMEDIATELY RESCIND THE SALE. UPON RESCINDING THE SALE, BUYER(S) SHALL PROMPTLY RETURN SAID VEHICLE TO DEALER AT DEALER'S ADDRESS IN GOOD CONDITION. BUYER(S) SHALL BE LIABLE TO DEALER FOR ALL DAMAGE TO, DESTRUCTION TO, ABUSE OF, EXCESSIVE WEAR AND/OR EXCESSIVE MILEAGE AND USE UPON SAID VEHICLE WHILE IN THE POSSESSION OF THE BUYER(S). "EXCESSIVE MILEAGE AND USE" AS DESCRIBED HEREIN SHALL BE PRESUMED WHEN THE TOTAL MILES WHICH SAID VEHICLE IS DRIVEN WHILE IN BUYER(S) POSSESSION EXCEEDS AN AVERAGE OF TWENTY (20) MILES FOR EACH DAY IN BUYER(S) POSSESSION. IN THE EVENT THAT THE AVERAGE MILEAGE EXCEEDS THE AFOREMENTIONED TOTAL, THE BUYER(S) IS/ARE RESPONSIBLE TO PAY UPON DEMAND, AT A RATE OF TWENTY (20) CENTS PER MILE, TO THE DEALER, FOR EVERY MILE EXCEEDING AVERAGE DAILY USE. THIS SUM SHALL BE ADDED TO ANY AMOUNTS OWED FOR DAMAGE, DESTRUCTION OR ABUSE. ALL FUNDS ON DEPOSIT WITH DEALER SHALL BE APPLIED TO MONIES DUE DEALER AND THE BALANCE MAY, AT DEALER'S DISCRETION, BE HELD BY DEALER FOR DAMAGES. IF SAID SUMS ARE INSUFFICIENT, DEALER MAY PROCEED AGAINST THE BUYER(S) BY OTHER LEGAL REMEDIES TO FULLY RECOVER LOSSES. IF DEALER IS ABLE TO PROVIDE BUYER(S) WITH FINANCING ACCORDING TO THE TERMS OF THE SALES AGREEMENT, SAID AGREEMENT SHALL BE BINDING UPON BUYER(S) AND ENFORCEABLE BY DEALER.

DADE CITY FL 33525

X BUYER(S) SIGNATURE BUYER(S) PRINTED NAME

X BUYER(S) SIGNATURE BUYER(S) PRINTED NAME

EXHIBIT B3

## Supplemental Agreement

The undersigned Lessee/Purchaser (the "Customer"), having entered into a ~~Lease~~/Purchase Agreement (the "Agreement") with Jerry's Ford Sales, Inc. (Jerry's Ford) whereby the Customer has agreed to ~~Lease~~/purchase a 2002 FORD FOCUS, VIN 1FAFP33P52W101847, (the "Vehicle") and Customer having made an application for credit in order to effect such Agreement or having tendered one or more checks or notes as initial payments, and Customer wishing to take delivery and possession of the Vehicle pending approval of the credit application and/or before one or more checks have been honored, and it being the intention of Jerry's Ford and the Customer that this Supplemental Agreement be made a part of the Agreement, Customer does hereby agree as follows:

Customer acknowledges and represents that he/she possesses a valid driver's license and current motor vehicle liability and collision insurance coverage and assumes risk of the Vehicle while in Customer's possession. Customer recognizes and acknowledges that Jerry's Ford retains a security interest in the Vehicle and that Jerry's Ford shall, upon failure of Customer to return the Vehicle, to be entitled to all statutory and common law remedies available to a seller or holder, including without limitation, the right to repossess the Vehicle wherever found. Customer also appoints Jerry's Ford, or its designees, as attorney-in-fact for the limited purpose of executing such documents as may be necessary to record a lien on the title to the Vehicle.

If Jerry's Ford does not receive approval from a financial institution to finance the Agreement on terms acceptable to Jerry's Ford, or the check(s) is not honored or the note is not paid when due, Customer will, upon written or oral notice from Jerry's Ford, return the Vehicle within twenty-four hours, in the same condition as when delivered, normal wear excepted. If the Customer complies, any down payment and/or trade-in will be returned to the Customer and the Agreement shall be rescinded.

If the Vehicle is not returned within twenty-four hours of the notice, the Customer agrees to pay Jerry's Ford for the use of the Vehicle computed as follows: \$75.00 per day or part thereof during which the Vehicle remained in the Customer's possession, and \$.20 for every mile driven. Customer also agrees to pay Jerry's Ford any cost incurred in repairing damage to the Vehicle which occurred while in the Customer's possession, or of reconditioning or recovering the Vehicle.

Customer understands and acknowledges that all financing decisions are made by a financing source not affiliated with Jerry's Ford and said source is the credit reporting agency in accordance with the Fair Credit Reporting Act.

In the event that a financial institution, other than originally contemplated by Jerry's Ford agrees to acquire the Agreement on the form required by such financial institution, Customer agrees to sign form required by that institution.

This Supplemental Agreement shall supersede and prevail over any prior or contemporaneous oral agreements entered into between the parties hereto, and shall supplement and be a part of the Agreement referred to above.

The validity and construction of this Supplemental Agreement and all matters pertaining hereto shall be determined in accordance with the laws of the Commonwealth of Virginia. The undersigned hereby waives presentment, demand, protest, notice of dishonor and all exemptions, and also waives all rights to a trial by jury. If any portion of this Supplemental Agreement or the Agreement are determined to be invalid or unenforceable, all other provisions of the Agreement and this Supplemental Agreement nevertheless continue in full force and effect.

Date: 01/30/02

JERRY'S FORD SALES, INC.

By: TODD J PATYKEWICH

\_\_\_\_\_  
Customer

By: [Signature]

# MIKE PALLONE

 CHEVROLET

  
"Driven"

 DAEWOO

## SPECIAL DELIVERY AGREEMENT

This Special Delivery Agreement is incorporated into the Retail Installment Sale Contract (the Contract)

dated this date between Mike Pallone as Seller and \_\_\_\_\_, as

Buyer, for purchase of a 1999 ASTRO VANS under the following conditions:

1. Buyer acknowledges and represents that he/she possesses a valid driver's license, current motor vehicle liability insurance and assumes risk of loss of the vehicle while in his/her possession. Buyer understands that all financing decisions are made by a financing source not affiliated with Dealer and said source is the credit reporting agency in accordance with the Fair Credit Reporting Act. Seller will attempt to sell the contract on terms satisfactory to the Seller. If the Seller is successful in so doing, the contract (and all other documents executed by Buyer) shall be deemed delivered and fully binding.
2. If Seller does not receive approval from a lending source for the Contract on terms acceptable to Dealer, Buyer agrees that upon notice from Seller, Buyer shall return the vehicle in good condition without excess mileage and the sales transaction may be rescinded. Seller retains a priority security interest in the vehicle and upon Buyer's failure to return the vehicle. Seller shall be entitled to all remedies provided by Title 8.2 of the code of Virginia, 1950, as amended, and all other statutory and common law remedies including, but not limited to, the right to self-help, repossession, collection/repossession costs, reasonable interest and reasonable attorney's fees.
3. Buyer agrees that if a financing source other than the one originally contemplated agrees to purchase the contract on the same terms and conditions as the original lending source, Buyer will execute a replacement Contract and related documents on the same terms and conditions as the original Contract.
4. Buyer acknowledges receipt, in good condition, of the vehicle described in the attached Contract.
5. Any notice from Seller to Buyer shall be deemed given when deposited in the United States mail, postage prepaid, addressed to Buyer at the address shown in the attached Contract.

Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer

05/10/2000

\_\_\_\_\_  
Buyer

CHEVROLET/DAEWOO • 7722 BACKLICK ROAD • SPRINGFIELD, VIRGINIA • (703) 451-4511 • (703) 494-7777.  
NISSAN • 7800 BACKLICK ROAD • SPRINGFIELD, VIRGINIA 22150 (703) 866-7800 • (703) 866-4513

[www.mikepallone.com](http://www.mikepallone.com)



**RESCISSION AGREEMENT**

IN CONSIDERATION of having induced SELLER to sell or lease to BUYER the motor vehicle which is the subject of that BUYER'S ORDER or CONSUMER/COMMERCIAL LEASE AGREEMENT executed by the parties on the 7<sup>th</sup> day of JULY 19 99 on the 1997 (year) RANGER (model) and 1FTCR15X6VTA08799 (vin) (hereinafter referred to as "MOTOR VEHICLE") and for other good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, it is agreed that:

1. SELLER and BUYER agree that SELLER may rescind the BUYER'S ORDER or CONSUMER/COMMERCIAL LEASE AGREEMENT should any of the following events occur:
  - a. In the event that the financial institution to which SELLER applies for financing refuses and/or fails to accept SELLER'S assignment of BUYER'S RETAIL INSTALLMENT CONTRACT and/or SELLER has good cause to believe that said assignment will be rejected by said financial institution;
  - b. In the event that the CONSUMER/COMMERCIAL LEASE AGREEMENT is rejected by the Lessor and/or Lessor refuses and/or fails for any reason to accept SELLER'S assignment of BUYER'S CONSUMER COMMERCIAL LEASE AGREEMENT and/or SELLER has good cause to believe that said assignment will be rejected by Lessor,
  - c. In the event that the SELLER or its agents deem that the BUYER has furnished materially inaccurate or false information either verbal or written including, but not limited to, false statements made in connection with the maintenance of automobile insurance as required by Florida Statutes, Chapter 324, false statements made as to BUYER'S being licensed to operate the MOTOR VEHICLE and/or false statements by BUYER as to the name of the person who will retain beneficial interest in the MOTOR VEHICLE.
2. Should SELLER elect to rescind the BUYER'S ORDER or CONSUMER/COMMERCIAL LEASE AGREEMENT then BUYER shall be immediately obligated, upon demand, to return to SELLER the MOTOR VEHICLE (in the same condition that it was delivered to the BUYER, normal wear and tear excepted), and BUYER shall thereupon be obligated to pay to the SELLER all costs, losses, expenses or damage arising out of BUYER'S possession of the MOTOR VEHICLE including, but not limited to, all costs and reasonable attorney's fees which SELLER may incur to recover the MOTOR VEHICLE from the BUYER.
3. Should SELLER elect to rescind the BUYER'S ORDER or CONSUMER/COMMERCIAL LEASE AGREEMENT, SELLER shall be obligated to return all consideration paid to it for the MOTOR VEHICLE, provided however, that the following sums shall be set-off against such consideration, and any such consideration less the amounts set-off therefrom shall be due to the BUYER upon rescission, to-wit:
  - a. All costs, losses, expense or damage set forth in paragraph 2 hereinabove;
  - b. In the event that BUYER has traded in a motor vehicle towards the purchase or lease of the MOTOR VEHICLE, then SELLER shall return the BUYER'S trade-in, less any amounts due or paid by SELLER to satisfy any liens or encumbrances thereon; provided, however, if BUYER'S trade-in has been sold by the SELLER, SELLER shall only be obligated to return the value (in cash) of the trade-in as appraised by SELLER at the time of the sale (as reflected on the Purchase Agreement), less any amounts due or paid by SELLER to satisfy any liens or encumbrances thereon. BUYER agrees and acknowledges that payment under this section shall be deemed to be full restoration of the consideration provided by SELLER for the motor vehicle which BUYER traded towards the purchase or lease of the MOTOR VEHICLE.
4. In the event that SELLER elects to rescind the BUYER'S ORDER or CONSUMER/COMMERCIAL LEASE AGREEMENT, then BUYER agrees that SELLER has expressly reserved the right to whatever action it deems appropriate and necessary in order to retake possession of the MOTOR VEHICLE including, but not limited to, self-help.
5. BUYER agrees to pay SELLER'S reasonable attorney's fees and costs in connection with the enforcement and interpretation of this Rescission Agreement. Further, BUYER expressly agrees that venue for the enforcement and construction of this Rescission Agreement shall lie in Broward County, Florida.
6. In the event that BUYER'S retail installment contract is not accepted by a financial institution and SELLER obtains the approval of another lender, the BUYER agrees to enter into a new retail installment contract and related documents with the new financial institution.
7. BUYER does hereby acknowledge that he/she/they have been given the opportunity to fully read this Rescission Agreement and that he/she/they understand and agree to its terms. JULY 99

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Co-Purchaser

AU0019

# SUPPLEMENT TO PURCHASE CONTRACT

It is the desire of all the people at the Victory Nissan of Chesapeake to have you as a satisfied customer. In order to achieve this result it is important that you have no misunderstandings regarding the terms and conditions of your purchase. Please fill out this supplement to your purchase contract.

Regarding a 04 Nissan Xterra (VEHICLE) VIN 5N1E028T64C677431

## WARRANTIES AND PROMISES

1. Except as written on the purchase order or this supplement, there have been no promises or representations made to me about this vehicle, including whether it may or may not have been damaged in the past, upon which I am relying unless noted here (if none, please enter "None"):

2. I understand the vehicle is  new,  used.

3. I understand that you, as a dealer, sell every car on an "as is" basis.

I understand that it is not the policy of the dealership to furnish a "loaner car."

I understand that you agree to perform the service which is provided for under a manufacturer's warranty or an extended service contract, if I purchased such, as herein described and that you will look to the manufacturer or the service insurer for payment for such service.

I understand and agree that the warranty on a new vehicle is made by the manufacturer which is stated in the manufacturer's manual, and that I will receive a copy of that warranty and that you, as a dealer, make no warranties.

I understand and agree that if I have chosen to purchase an extended service contract from \_\_\_\_\_ and that it has been explained to me, including the amount of deductible I must pay in event of a claim; that all arrangements for service be made with the Service Department and that I am to arrange for my own transportation unless the same is provided for under the manufacturer's warranty or an extended service contract. I understand that NO extended coverage service contract covers everything.

INITIALS: \_\_\_\_\_

## TITLE GUARANTY AND PAYOFF AGREEMENT

4. I represent and warrant that I am the owner of the \_\_\_\_\_, VIN \_\_\_\_\_ which is described as the "trade in" on the purchase order; that the same is free and clear of all liens and encumbrances except to \_\_\_\_\_ upon which there is an estimated balance (payoff) of \$ \_\_\_\_\_; that I will deliver or cause the title to be delivered, properly endorsed, to you within ten (10) days, and that said title does not show "Reconstructed Vehicle." If the payoff figure is understated I will pay the difference. If the figure is overstated, you will allow a credit for the difference. I REPRESENT AND WARRANT THAT THE "TRADE-IN" HAS NOT BEEN WRECKED, DISMANTLED OR HAD DAMAGE TO THE FRAME, BODY, ENGINE OR DRIVE-TRAIN, OR HAD PAINT WORK AT ANY TIME IN THE PAST EXCEPT FOR THE FOLLOWING:

INITIALS: \_\_\_\_\_

## BAILMENT AGREEMENT

5. I understand that the completion of this sales transaction is contingent upon approval of a lender. Pending the credit approval for me/us, by a financing institution and completion of the sales transaction, delivery of said vehicle by Dealer is hereby made to me/us as a convenience to me/us and is subject to all terms and conditions of said Sales Agreement and in the promissory note and security agreement, if any executed concurrently or in accordance therewith. Said vehicle shall remain the property of the Dealer.

Furthermore, I understand that disapproval by a lender ~~does not automatically void or invalidate this transaction.~~ In the event that the original credit application is not approved, the dealer will have the option of placing the financing with another lender as long as the contract period and monthly payment and terms of the transaction remain the same. I understand and agree that it may become necessary for me/us to execute additional contracts or agreements acknowledging a new or different lender. I further agree to execute all contracts or other documents necessary to complete and finalize the same transaction upon acceptance of a lender.

We represent(s) that all statements made in my/our loan application are true and correct, and Dealer makes delivery of said vehicle in reliance upon their truth and correctness. Any untrue or incorrect statement or any other misrepresentation of Buyer(s) in said application or in any of the other aforesaid documents shall entitle Dealer immediately to rescind the sale.

Upon rescission, Buyer(s) shall promptly return said vehicle to Dealer at Dealer's address in good condition. Buyer(s) shall be liable to Dealer for all damage to, destruction of, abuse of, excessive wear and/or excessive mileage and use upon said vehicle while in the possession of the Buyer(s). "Excessive mileage and use" as used herein shall be presumed when the total miles which said vehicle is driven while in Buyer(s)' possession exceeds an average of fifty (50) miles each day in Buyer(s)' possession. In the event of such excessive mileage and use, Buyer(s) shall owe Dealer following notification of rescission, twenty-five dollars (\$25.00) per day plus fifteen cents (15¢) for every mile which said vehicle is driven in excess of an amount equal to the total number of days in Buyer(s)' possession. Further, in the event of damages, destruction and/or excessive mileage and use, any sums heretofore deposited by Buyer(s) with Dealer in connection with said sale, may, at the option of the Dealer, be used to the extent necessary to compensate the Dealer and to pay the cost of repairs; provided, however, that if said sums be insufficient, the Dealer shall be entitled to recover its loss, plus attorney fees.

INITIALS: \_\_\_\_\_

6. I have received a copy of this supplement.

EXHIBIT

tabbies

11/24/09