

SHEEHY HYUNDAI OF WALDORF
2910 Crain Hwy.
WALDORF, MD 20601
(301) 645-0800
www.sheehy.com

DATE **02/16/2019**
SALESMAN **JAMES MILLER II**

NO LIABILITY INS. INCLUDED

YEAR 2019	MAKE HYUNDAI	MODEL ELANTRA	NEW <input checked="" type="checkbox"/>	USED <input type="checkbox"/>	DEMO <input type="checkbox"/>
SERIAL NUMBER					
BODY 4DR SDN SEL 2.0	COLOR PHANTOM BLK	INTERIOR BLK PREMIU			
STOCK NO. V800881	MILEAGE 12	DEL. DATE 02/16/19			

F. MIDDLE	LAST
FIRST	LAST
ADDRESS	APT.
CITY STATE ZIP	
MD 20745	
E-MAIL ADDRESS	E-MAIL ADDRESS
LICENSE NO.	D.O.B.
LICENSE NO.	D.O.B.

No verbal commitments for repairs or equipment will be honored. All special conditions of this sale are in writing below.

INSURANCE INFORMATION

INSURANCE CO. PARAMOUNT INS COMPANY	EFF. DATE
POLICY NO.	PHONE NO. (410)944-1267
AGENT NAME	
ADDRESS	
CITY, STATE, ZIP	

SUBJECT TO EXISTING PRICES AT TIME OF DELIVERY
TRADE IN SUBJECT TO REAPPRAISAL AFTER 10 DAYS

TRADE INFORMATION

YEAR 2013	MAKE HYUNDAI	MODEL ELANTRA
MILEAGE 96961	TAG NO.	STATE
PAYOFF TO WELLS FARGO	EST. AMT. 8711.00	
YEAR	MAKE	MODEL
MILEAGE	TAG NO.	STATE
PAYOFF TO	EST. AMT.	

CASH PRICE OF VEHICLE	19910.84
FREIGHT (INCLUDED IN SALES PRICE)	
OPTIONAL EQUIPMENT	
TOTAL INCLUDING TAXABLE OPTIONS	\$ 15910.84
GAP	1000.00
TOTAL INCLUDING NON-TAXABLE OPTIONS	\$ 20910.84

USED MOTOR VEHICLE ONLY

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY
"The information you see on the window form of this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

I ACKNOWLEDGE THAT I HAVE READ THE ADDITIONAL WORDS, TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PURCHASE ORDER AND I UNDERSTAND THAT THEY ARE INCLUDED IN THIS AGREEMENT.

The Maryland Automotive Warranty Enforcement Act gives you certain additional legal rights against the manufacturer or factory branch in the event your new car does not conform to all applicable manufacturer's warranties during the first 15 months of ownership or 15,000 miles of the car's operation, whichever comes first. To preserve your rights under this law, you must report the non-conformity, defect, or condition by giving written notice to manufacturer or factory branch by Certified Mail, Return Receipt Requested.

Maryland law requires a dealer to receive a buyer's consent before placing an insignia on a vehicle advertising the dealer's name. Buyer hereby consents to such advertising and waives any compensation from dealer.

The warranty on this vehicle is set forth in the Warranty Facts Book that is either in the glove compartment or will be given to you on delivery. It is designated a **LIMITED WARRANTY** and complies with the provisions of the Magnuson-Moss Warranty Federal Trade Commission Improvement Act (Public Law 93-637). We call your particular attention, in compliance with the Act, that there is **NO OTHER EXPRESS WARRANTY ON THIS VEHICLE. NOR ANY OTHER EXPRESS WARRANTY MADE BY THE DEALER FOR LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR CONSEQUENTIAL DAMAGES, AND ANY IMPLIED WARRANTY OF THE FITNESS OF THIS VEHICLE FOR THE USE OF WHICH IT IS INTENDED IS LIMITED BY THE QUALIFICATIONS IN THE WARRANTY FACTS BOOKLET.**

As a material part of this purchase, the Purchaser represents to **THE DEALER** that the information set forth above regarding the used car trade-in (or other property used as a trade) is true and correct and that there are no liens or encumbrances other than those as shown above.

It is expressly understood and agreed to by and between the parties hereto and this is an offer to purchase by the Purchaser, and is not an offer to sell by **THE DEALER** and further, that this offer to purchase does not become binding contract on the parties hereto until accepted in writing by an authorized officer of **THE DEALER**.

If credit is to be extended in connection with the sale, disclosure of terms is made by separate document which becomes part of this transaction. If full, complete and satisfactory disclosure of credit terms is not made prior to delivery, buyer may cancel order and recover deposit if applicable.

SHEEHY VIP BUCKS	\$ N/A
CASH SALES PRICE	\$ 20910.84
DEALER PROCESSING CHARGE (NOT REQUIRED BY LAW)	\$ 300.00
TOTAL CASH SALES PRICE	\$ 21210.84
SALES TAX 6.0 %	\$ 954.66
TITLE FEE	\$ 100.00
REGISTRATION NEW TAGS TRANSFER	\$ 97.50
ELECTRONIC FILING FEE	\$ 20.00
TIRE RECYCLING FEE	\$ 4.00
NVTA 1% FEE	\$ N/A
NVTA ANNUAL LICENSE FEE	\$ N/A
TOTAL CASH DELIVERED PRICE	\$ 22387.00
ALLOWANCE FOR TRADE-IN 1	4300.00
ALLOWANCE FOR TRADE-IN 2	N/A
LESS TOTAL BALANCE OWING	8711.00
NET EQUITY	\$ -4411.00
MANUFACTURER'S REBATE	\$ 2300.00
DOWN PAYMENT (CASH)	\$ 1000.00
TOTAL DOWN	\$ -1111.00
EXTENDED SERVICE CONTRACT	\$ N/A
VIP MEMBERSHIP	\$ 1185.00
BALANCE DUE	\$ 24683.00
OTHER (SPECIFY)	N/A
BALANCE TO BE PAID AT DELIVERY	24683.00

Customer acknowledges having reviewed and agreed to arbitration clause on back of this agreement.

SHEEHY WALDORF II, INC. dba/SHEEHY HYUNDAI OF WALDORF

Approved _____
Dealer or Authorized Representative

Signed (1) _____
Purchaser

This Order is not valid unless signed and accepted by the Dealer or his authorized representative.

(2) _____
Purchaser

Date: **02/16/2019**

Applicable only to New Vehicle Sales

In the event the manufacturer or distributor increases the suggested retail price of the ordered vehicle and/or additional equipment prior to delivery, you (dealer) may increase the sale price of the vehicle and/or additional equipment by the same amount. If prior to actual delivery there is a price reduction, you may reappraise Trade-in (provided you have not sold it) and reduce allowance. If Trade-in is not delivered to you at time of this order and, due to causes beyond your control, actual delivery of ordered vehicle is not completed within 30 days from date of this order, or 30 days from delivery date if one is specified, you may reappraise Trade-in and reduce allowance. I may terminate this order within 5 days after notice that price of ordered vehicle has been increased, or if reduced allowance be unsatisfactory. You or I may terminate this order if a Trade-in is involved and an amount for Trade-in is not shown on reverse side and we are unable to agree on such amount. If terminated you shall return to me Deposit, if any, and Trade-in, if any, upon my payment of your charges for repairs to it; or Proceeds (as defined below) if you have sold Trade-in or if you sell it (which you are hereby authorized to do) for the purpose of realizing any amounts due you hereunder. Changes in design or improvements by the manufacturer will not affect validity of this order and you have no obligation to install same on Vehicle.

In the case of new vehicle or chassis the printed manufacturer's new vehicle warranty delivered to purchaser with such vehicle or chassis shall apply as between the manufacturer and the purchaser. The dealer (seller) is not a party to such warranty. In the case of a used vehicle or chassis the applicability of an existing manufacturer's warranty thereon, if any, shall be determined by the terms of such warranty.

Price computations arising out of this contract include all factory incentives, rebates, or factory special equipment offers public or private, that may be applicable at the time the vehicle is sold.

Applicable to both New and Used Vehicle Sales

Should I give you a check or note for all or any portion of the purchase price and the same not be paid when presented for payment, you may repossess the ordered vehicle pursuant to your rights under the law.

If I am financing the purchase of this automobile, I agree to make every reasonable effort to pursue such financing and pursue it in a fashion which will be timely with this order.

You may cancel this order should, (a) any representation made by me be untrue or (b) I fail to take delivery of ordered Vehicle and make settlement hereunder within (ten) 10 days of time you notify me in person, by telephone or by sending written notice to my given address of your readiness to make delivery. You will not be liable for failure to tender delivery due to causes beyond your control, but I may cancel this order if delivery is not tendered within ninety (90) days from date hereof or from delivery date if one is specified, whichever is later.

Upon cancellation of this order for any of above reasons, I agree to accept in full satisfaction of all claims hereunder, return to me of Deposit, if any, and Trade-in, if any, upon my payment of your charges for repairs made to it; or Proceeds (as defined below) if you have sold Trade-in or if you sell it (which you are hereby authorized to do) for the purpose of realizing any amounts due you hereunder. If such cancellation is due to any default or misrepresentation on my part, you shall be entitled to commence an action for breach of contract pursuant to your rights at law and in equity which may include, among other things, your retaining all or a portion of any earnest money deposit I may have made on the ordered vehicle. You shall further be entitled to retain or receive from me your charges for removing any special equipment I instructed you to install on ordered Vehicle, if you deem it necessary to remove it.

If I fail to deliver Trade-in to you in the same condition as when you appraised it or if any of its parts or equipment have been removed or damaged in any way, you may cancel this order upon return to me of Deposit, if any, or you may refuse to accept Trade-in and demand payment in cash of allowance on Trade-in.

I understand that in sale of Trade-in you may find it desirable to take other property in trade and in disposing of property so taken, to take still other property in trade and so on. All property taken in any such transactions is herein referred to as Subsequent Trade-ins. "Proceeds" means any Subsequent Trade-in, cash, notes or other evidences of debt in your hands at time of such cancellation, realized from sale of Trade-in or Subsequent Trade-ins or from sale or collection of any notes or other evidences of debt received from sale of Trade-in or Subsequent Trade-ins, less (a) 25 percent of portion thereof represented by cash, notes or other evidences of debt and (b) total charges for all repairs made to Trade-in and Subsequent Trade-ins.

I hereby certify that: I am over 18 years of age and under no legal disability; I have a right to dispose of Trade-in and will within 96 hours after delivery of Trade-in to you give you a Certificate of Title for it assigned to you; Trade-in is subject to Lien(s) (if any) shown hereon and none other. You will not be liable for any personal property left in Trade-in. Any vehicle owned by me and driven by any of your officers or employees or used for instruction, at my request, is so driven at my risk. Under such circumstances, you will not be held responsible for any damage thereto or injury thereby.

It is the policy of the dealer (seller) to make no refund or exchanges unless the same be required by an applicable warranty.



ARBITRATION CLAUSE – PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: JAMS, Suite 400 West, 555 13th Street, Washington, D.C. 20004 (www.jamsadr.com), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org), or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$2500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Clause, then the provisions of this Arbitration Clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.