



# FERMAN LEASE ORDER FOR MOTOR VEHICLE

**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 signed.

**LESSEE INFORMATION**

NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_  
 STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 HOME PHONE \_\_\_\_\_  
 WORK PHONE \_\_\_\_\_  
 CELL PHONE \_\_\_\_\_  
 DATE OF BIRTH \_\_\_\_\_  
 DRIVER LIC# \_\_\_\_\_  
 EMAIL \_\_\_\_\_

**CO-LESSEE INFORMATION**

NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_  
 STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 HOME PHONE \_\_\_\_\_  
 WORK PHONE \_\_\_\_\_  
 CELL PHONE \_\_\_\_\_  
 DATE OF BIRTH \_\_\_\_\_  
 DRIVER LIC# \_\_\_\_\_  
 EMAIL \_\_\_\_\_

**VEHICLE INFORMATION**

STOCK # \_\_\_\_\_ YEAR \_\_\_\_\_  
 DEAL # \_\_\_\_\_ MAKE \_\_\_\_\_  
 GUEST # \_\_\_\_\_ MODEL \_\_\_\_\_  
 BODY \_\_\_\_\_ COLOR \_\_\_\_\_  
 N/U/D \_\_\_\_\_ MILEAGE \_\_\_\_\_  
 VIN # \_\_\_\_\_  
 SLS. #1 \_\_\_\_\_  
 SLS. #2 \_\_\_\_\_

**MONTHLY LEASE PAYMENT AND TERM**

BASE MONTHLY PAYMENT \_\_\_\_\_  
 MONTHLY SALES/USE TAX \_\_\_\_\_  
 TOTAL MONTHLY PAYMENT \_\_\_\_\_  
 TERM: \_\_\_\_\_ MONTHS  
 ANNUAL MILEAGE ALLOWANCE: \_\_\_\_\_

**TRADE-IN INFORMATION**

<i>TRADE # 1</i>		<i>TRADE # 2</i>	
YEAR _____	MILEAGE _____	YEAR _____	MILEAGE _____
MAKE _____	BODY _____	MAKE _____	BODY _____
MODEL _____	COLOR _____	MODEL _____	COLOR _____
VIN # _____		VIN # _____	
PAYOFF _____		PAYOFF _____	
LIENHOLDER _____		LIENHOLDER _____	

**ITEMIZATION OF GROSS CAPITALIZED COST**

AGREED UPON PRICE OF VEHICLE \_\_\_\_\_  
 ACQUISITION FEE \_\_\_\_\_  
 BALANCE OWED ON PRIOR LEASE  
 LEASE OR CREDIT TRANSACTION \_\_\_\_\_  
**PRE-DELIVERY SERVICE FEE\*** \_\_\_\_\_  
 FLORIDA NEW TIRE FEE \_\_\_\_\_  
 FLORIDA BATTERY FEE \_\_\_\_\_  
 FLORIDA NEW TIRE FEE \_\_\_\_\_  
 ELECTRONIC FILING FEE \_\_\_\_\_  
 TAG/TITLE FEES \_\_\_\_\_  
 M.V.W.T.F. \_\_\_\_\_

**OTHER TAXES NOT INCLUDED IN CASH PRICE**

OPTIONAL VEHICLE MAINTENANCE CONTRACT \_\_\_\_\_  
 OPTIONAL VEHICLE SERVICE CONTRACT \_\_\_\_\_  
 OPTIONAL VEHICLE PROTECTION PRODUCT \_\_\_\_\_  
 OPTIONAL TIRE AND WHEEL GUARANTEE \_\_\_\_\_  
 OPTIONAL PAINTLESS DENT REPAIR \_\_\_\_\_  
 \_\_\_\_\_  
 OPTIONAL GAP WAIVER ADDENDUM \_\_\_\_\_  
 OPTIONAL EXCESS MILEAGE PROTECTION \_\_\_\_\_  
 OPTIONAL EXCESS WEAR & TEAR PROTECTION \_\_\_\_\_

**GROSS CAPITALIZED COST**

**CAPITAL COST REDUCTION**

**ADJUSTED CAPITALIZED COST**

**ITEMIZATION OF AMOUNT DUE AT LEASE SIGNING**

CAPITALIZED COST REDUCTION \_\_\_\_\_  
 SALES TAX ON CAPITALIZED \_\_\_\_\_  
 COST REDUCTION \_\_\_\_\_  
 FIRST MONTHLY PAYMENT \_\_\_\_\_  
 REFUNDABLE SECURITY DEPOSIT \_\_\_\_\_  
 TITLE & REGISTRATION FEES \_\_\_\_\_  
 OTHER FEES AND TAXES \_\_\_\_\_  
 OTHER ITEMS \_\_\_\_\_  
 PRE-DELIVERY SERVICE FEE\* \_\_\_\_\_  
 PRIVATE TAG AGENCY FEE\*\* \_\_\_\_\_  
 AMOUNT DUE AT LEASE SIGNING \_\_\_\_\_

**HOW AMOUNT DUE AT LEASE SIGNING WILL BE PAID**

NET TRADE-IN ALLOWANCE \_\_\_\_\_  
 REBATE \_\_\_\_\_  
 NON-CASH CREDITS \_\_\_\_\_  
 AMOUNT TO BE PAID IN CASH \_\_\_\_\_

**AMOUNT DUE AT LEASE SIGNING**

The above payoff information is subject to verification at a later date. Any error or incorrect information received as to the title or payoff amount(s) will be the responsibility of Lessee. Lessee hereby acknowledges that Lessee will pay on demand any higher difference from above estimated payoff figure(s) which is/are due on the payoff(s) of Lessee's trade-in(s). Lessee hereby represents to Dealer that the trade-in vehicle(s) is/are not a salvaged, rebuilt, flood damaged or frame damaged vehicle(s) and that the title to such trade-in vehicle(s) was/were not previously branded as such.

LESSEE \_\_\_\_\_ CO-LESSEE \_\_\_\_\_

## IMPORTANT NOTICES

**\*PRE-DELIVERY SERVICE FEE:** This charge represents costs and profit to the seller / dealer for items such as inspecting, cleaning and adjusting new and used vehicles and preparing documents related to the sale, in accordance with Fla. Stat. §501.976(18) and is not included within any other listed or suggested pricing for the vehicle.

**\*\*PRIVATE TAG AGENCY FEE:** This fee represents a fee paid to a private tag agency for preparation of title work and also includes profit to the seller/dealer.

**NEW VEHICLE** - The following applies to this NEW vehicle transaction (including NEW demonstrator vehicles)

**IMPORTANT NOTICE—READ CAREFULLY BEFORE SIGNING** AS-IS and WITH ALL FAULTS. The only warranties applying to the Selected Vehicle are those offered by the manufacturer or, if applicable, by the manufacturer of the non-factory installed equipment. The Dealer expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and implied warranty of fitness for a particular purpose and the Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the Selected Vehicle. Lessee shall not be entitled to recover from the Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit, or income, or any other incidental damages. Lessee further acknowledges that Lessee has test driven the Selected Vehicle to Lessee's satisfaction or has been offered an opportunity to do so.

**USED VEHICLE** - The following applies to this USED vehicle transaction

**CONTRARY LANGUAGE DISCLOSURE—READ CAREFULLY BEFORE SIGNING** The information you see on the Buyers Guide window form on this used vehicle being leased by you is part of this contract. Information on the window form overrides any contrary provisions in the contract. Except as specifically identified on the window form provided to Lessee pursuant to this lease transaction, and except for Ferman's Automobile Mechanical Limited Warranty (if applicable), this vehicle is sold "AS-IS and WITH ALL FAULTS", and Dealer expressly DISCLAIMS any warranties except as expressly set forth on the Buyers Guide window form, including any implied warranty of merchantability and any implied warranty of fitness for a particular purpose. Lessee shall not be entitled to recover from the Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. Lessee acknowledges that Lessee has inspected the physical condition of the used vehicle being leased and Lessee is satisfied with the vehicle's condition and Lessee accepts the vehicle as equipped, except as indicated on any "WE OWE" form executed in connection herewith by both Lessee and Dealer.

LESSEE \_\_\_\_\_ CO-LESSEE \_\_\_\_\_

**ENTIRE AGREEMENT LANGUAGE**

Lessee acknowledges by Lessee's signature below that Lessee has read the front and back of this Lease Order, understands the terms and agrees to the terms on the front and back of this Lease Order. Unless stated in writing and signed by an authorized Dealer representative, the terms in this written document constitute the entire agreement, understanding and representations, express or implied, between Lessee and Dealer concerning (1) the terms and provisions of the vehicle lease transaction and (2) the quality or nature of the vehicle leased pursuant to this Lease Order. This Lease Order supercedes all oral communications between the parties. Lessee expressly acknowledges that Dealer representatives have not made any representations to the Lessee which have been relied upon by the Lessee, including verbal statements concerning the history or the use of the Selected Vehicle or concerning any prior damage to the Selected Vehicle or any prior repair work that may have been done to the Selected Vehicle pursuant to this Lease Order or whether Lessee has been approved by a lease company or the lease terms, except as expressly set forth in writing. This Lease Order may be modified or amended only by a written document signed by Lessee and an authorized representative of Dealer. I am not relying on any oral representations or promises by Dealer, except for those I have put in writing as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL**

Except with regard to entitlement to possession of either the Selected Vehicle or the trade-in vehicle or any matter relating to a returned or dishonored check, Lessee and Dealer agree to submit any and all controversies or claims identified in this arbitration provision, arising out of or relating to this Lease Order and all other agreements executed by Lessee and Dealer related to the vehicle lease transaction or related to any aspect of the transaction contemplated by this Lease Order, to binding arbitration. Except as expressly set forth in this Lessee Order, it is the express intent of Lessee and Dealer that this arbitration provision applies to all disputes, including contract disputes, tort claims, including fraud claims and fraud in the inducement claims, statutory claims, including unfair or deceptive trade practices claims, and regulatory claims, claims that might otherwise be brought in the form of a class action, and claims for damages or injunctive relief or any other relief, that would not have arisen but for the vehicle lease transaction and resulting relationship between Lessee and Dealer. If any controversy or claim described in the arbitration provision is determined for any reason to be ineligible for arbitration, then that controversy or claim shall instead be decided by a judge of a court of competent jurisdiction, without a jury. Lessee knowingly and voluntarily waives Lessee's right to a trial by jury for all controversies and claims. Lessee and Dealer agree and understand that they are giving up the right to trial by jury, and there shall be no jury trial whether the controversy or claim is decided by arbitration or by trial before a judge. Lessee and Dealer agree to the additional arbitration provisions in Paragraph 21 on the following pages of this Agreement.

LESSEE \_\_\_\_\_ CO-LESSEE \_\_\_\_\_

**Certain OPTIONS may not be products of the Vehicle Manufacturer or the Dealer. See paragraph 17 on the following pages of this Buyer's order for important information about the warranties (if any) for such products.**

**TELECOMMUNICATIONS**

I acknowledge that, by providing my telephone numbers (including any wireless telephone number) and/or e-mail address, I affirmatively consent and agree to receive text messages, SMS messages, e-mails, telephone calls, and voice messages including those sent via technology using an automatic telephone dialing system or an artificial pre-recorded voice to the numbers and/or e-mail addresses provided regarding product, goods, and service offers for marketing purposes by or on behalf of Ferman CJDR Wesley Chapel and/or its agents. I understand that consent is not required to make a purchase of products, goods, or services. Message and Data rates may apply.

LESSEE \_\_\_\_\_ CO-LESSEE \_\_\_\_\_

**LESSEE ACKNOWLEDGMENTS**

Lessee's offer is not accepted and the transaction is not consummated until (a) accepted in writing by an authorized Dealer representative in the space indicated below and (b) Lessee and Dealer have signed a Lease Agreement. Lessee, by Lessee's execution of this Lease Order, acknowledges that Lessee has read the material printed on the front and on the back hereof. Lessee agrees to the terms on the back of this Lease Order as a part of this Lease Order, the same as if such terms were printed above Lessee's signature. Lessee certifies that Lessee is 18 years of age, or older and hereby acknowledges receipt of a copy of this Lease Order.

**Lessee acknowledges acceptance of Dealer's right to cancel this Lease Order as defined in paragraph 7 on the following pages of this Buyer's Order.**

Lessee acknowledges that title and tag fees are estimates and any excess will be refunded by Dealer when registration is delivered and any shortage must be paid by Lessee when registration is delivered. Any electronic filing service charge appearing on this Lease Order is optional and includes costs and profit to the Dealer.

Lessee acknowledges that Lessee has not been induced to sign this Lease Order by any oral representation involving the condition or performance of the vehicle (except as expressly set forth in the Entire Agreement Language section above) or any warranty relating to this vehicle or any representations contrary to the written terms of this Lease Order. The Dealer may assign the lease agreement and receive compensation in exchange for such assignment and for assisting the Lessee in securing the lease. See paragraph 11 on the following pages of this Lease Order for additional detail.

LESSEE \_\_\_\_\_ CO-LESSEE \_\_\_\_\_

DEALER ACCEPTED BY \_\_\_\_\_ DATE \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

- 1.** As used in this Lease Order, the terms (a) "Dealer" shall mean the authorized dealer to whom this Lease Order is addressed and who shall become a party hereto by the Dealer's acceptance of this Lease Order as reflected on the front side, and shall include Dealer's officers, agents and/or employees and Dealer's surety bonding company, (b) "Lessee" shall mean the party or parties executing this Lease Order as Lessee and/or Co-Lessee on the front side hereof, (c) "Manufacturer" shall mean the company that manufactured the vehicle or chassis or other accessories, it being understood by Lessee and Dealer that Dealer is not the agent of the Manufacturer and that the Dealer and Lessee are the sole parties to this Lease Order, and (d) "Vehicle Leased" or "Selected Vehicle" shall mean the vehicle identified on the front side which Lessee has selected to lease through Dealer, and Lessee has proposed lease terms on this Lease Order for consideration and possible acceptance by Dealer, (e) "Demonstrator" or "Demo" shall mean any new motor vehicle which is carried on the records of the Dealer as a demonstrator and is being inspected or driven by the Dealer, his employees or agents or used by prospective customers for the purpose of demonstrating vehicle characteristics in the sale or display of motor vehicles sold by the Dealer, and (f) "Executive Vehicle" shall mean a vehicle purchased from the Manufacturer or a subsidiary of the Manufacturer and was used by the Manufacturer or its subsidiary or the Dealer for the commercial or personal use of their employees. Reference to the Manufacturer herein is for the purpose of explaining generally certain contractual relationships or obligations between the Dealer and the Manufacturer with respect to the motor vehicle.
- 2.** Lessee assumes and agrees to pay, unless prohibited by law, any taxes imposed on or applicable to the transaction covered by this Lease Order regardless of which party may have primary tax liability thereof.
- 3.** Dealer shall not be liable for failure to deliver or delay in delivering the Vehicle Ordered when such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of the Dealer.
- 4.** If Lessee fails to take delivery of the Selected Vehicle and/or fails to make payment for Selected Vehicle as referenced on the front side, Dealer may retain as liquidated damages Lessee's down payment and/or trade-in to offset the losses suffered by Dealer pursuant to Lessee's breach. Dealer may pursue other legal remedies in addition to retaining the down payment and trade-in.
- 5.** Before or at the time of delivery or after delivery of the Selected Vehicle, Lessee agrees to execute such other forms of agreements or documents as may be required by the terms and conditions indicated on this Lease Order, including documents to transfer title to Lessee's trade-in as needed or to otherwise fully document the transaction contemplated hereby.
- 6.** In the event that Dealer or Dealer's agent in their sole discretion deem that they have been furnished with any faulty, inaccurate, or false information of any kind by Lessee related to this transaction, either verbally or written, or if any payment due from Lessee to Dealer is not made as agreed (including submission of any dishonored checks from Lessee to Dealer, Lessee will promptly return the Selected Vehicle to Dealer upon demand by Dealer. Lessee authorizes Dealer to take whatever action Dealer deems necessary to restore possession of the Selected Vehicle to Dealer, including repossession or other self-help course of action, and agrees to pay Dealer for all costs, expense, losses and damages arising out of Lessee's possession of the vehicle, including but not limited to repossession company fees and reasonable attorney's fees and costs, including appellate fees and costs, whenever the services of an attorney are secured by Dealer to enforce these conditions. If a trade-in vehicle has been given by Lessee as part of this transaction and the trade-in has been sold by Dealer, Dealer shall reimburse to Lessee the actual cash value of the trade-in, using the average retail value reflected in the Kelly Blue Book as a guide, less any amounts reasonably incurred by Dealer to prepare the trade-in for sale (including, but not limited to, repair costs, cosmetic improvements, towing or transportation charges, and the costs expended by the Dealer to satisfy any lien or encumbrance attributable to such trade-in); Dealer may also offset the value of the trade-in against any amounts owed to Dealer from Lessee. The reference to "net trade-in allowance" on the front side means the amount allowed by Dealer regarding such trade-in to be credited against the purchase price of the vehicle to be purchased and is arrived at based upon the complete negotiation process between Dealer and Lessee and is not necessarily equivalent to the "cash value" of the trade-in vehicle less any amounts owed by Lessee on the trade-in vehicle. The lessee acknowledges that the Kelly Blue Book value may differ substantially from trade-in allowance on the front side of this form.
- 7.** Dealer has the right to cancel this agreement as discussed below:

  - a.** Dealer agrees to deliver the vehicle to you on the date the Lease is signed by Dealer and you. You understand it may take a few days for Dealer to verify credit, locate a lease for you on the exact terms shown on the front of this Lease Order Agreement and assign the Lease to a financial institution. You agree that Dealer has 30 days to assign the Lease. You agree that if Dealer is unable to assign the Lease within this time period to any one of the financial institutions with whom Dealer regularly does business under an assignment acceptable to Dealer, Dealer may cancel the Lease.
  - b.** If Dealer elects to cancel per Paragraph a. above, Dealer will give you written notice (or in any other manner in which actual notice is given to you). In that event, you may have the option of negotiating and signing a new Lease with different terms, or you may pay with alternative funds arranged by you.
  - c.** Upon receipt of such notice, you must immediately return the vehicle to Dealer in the same condition as when leased, reasonable wear and tear excepted. Dealer must give you back all consideration Dealer has received in accordance with the terms of this document.
  - d.** If you do not immediately return the vehicle, Dealer may use any legal means to take it back (including repossession) and you will be liable for all expenses incurred by Dealer in taking the vehicle from you, including reasonable attorney's fees.
  - e.** While the vehicle is in your possession, all terms of the Lease, including those relating to use of the vehicle and insurance for the vehicle, are in full force and you assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage done to the vehicle while the vehicle is in your possession.
  - f.** The terms of this document shall survive Dealer's cancellation of the Lease.
  - g.** Paragraphs a. – g. are incorporated by reference into the Lease. Dealer is not a Lender for this transaction.
- 8.** If the vehicle transaction identified on the front side is not consummated, pursuant to the provisions of either paragraph 6 or 7 above, and Dealer notifies Lessee to return the Selected Vehicle to Dealer, Lessee shall pay to Dealer the sum of \$50 per day for the use of the vehicle together with the costs of any excess wear and tear damage incurred in excess of 50 miles per day after 3 days in addition to all other remedies permitted herein. Nothing in this Section 8 shall limit Dealer's rights and remedies contained elsewhere in this Lease Order.
- 9.** Lessee agrees that notice to Lessee from Dealer shall be sufficient if provided by phone using a phone number for Lessee identified in the lease documents or by regular U.S. Mail (providing three (3) days for delivery) to Lessee's address reflected on the lease documents or by hand delivery left at Lessee's address as reflected on the lease documents. If notice is provided to Lessee by telephone, notice shall be deemed to be sufficient if Dealer leaves a message on an answering machine at such telephone number.
- 10.** Lessee grants to Dealer a security interest in the Vehicle Leased from Dealer to secure payment in full of all amounts due Dealer regarding such transaction and to satisfy any losses of Dealer due to Lessee's breach arising from the trade-in or Selected Vehicle acquisition and to secure Lessee's warranty of title to any trade-in, including Lessee's representation that Lessee has clear title to such trade-in and Lessee will sign any necessary documents to perfect such security interest.
- 11.** On a lease transaction, Lessee acknowledges that if a lease contract is presented to Lessee, including the federal Regulation M disclosures thereon, Lessee may take the written lease terms with Lessee and need not execute the lease contract at that time. However, Lessee acknowledges that the lease company may change its lease terms for such lease proposal and the terms then presented may not be available at a subsequent time.
- 12.** Lessee understands and acknowledges that Lessee does not have to obtain a vehicle lease through Dealer for the lease of a vehicle. Lessee understands that there are other lease companies, not identified at the dealership, which provide vehicle leases and may offer leases at lower rates than rates quoted at the dealership on behalf of certain lease companies. Lessee acknowledges that lease company rates quoted by the Dealer may be different from and/or greater than those rates quoted directly from the lease company to whom Lessee applies for credit and that Dealer owes Lessee no duty to offer a lower rate. Lessee acknowledges and understands that the lease company whose rates are quoted at the dealership may provide some compensation to Dealer related to the lease obtained by Lessee from such lease company. Lessee acknowledges that Dealer has facilitated the lease transaction and receives compensation for its role. Lessee acknowledges that Dealer's services in connection with facilitating transaction have included the following: processing and submitting the Lessee's credit application; obtaining the credit bureau; gathering required income documentation to submit with application; assisting potential Lease Companies in gathering additional information as requested by such Lease Companies; obtaining Lease Company approval; communicating with Lessee and Lease Company as to the status of the lease transaction; and preparing and supervising the execution of documents relating to the lease transaction.
- 13.** Various incidental items, services or products (including, but not limited to, extended vehicle service agreements, vehicle maintenance agreements, vehicle anti-theft protection plans, gap waiver addenda, tire and wheel / roadside protection plans, credit life insurance, and credit accidental death and disability insurance, among others) may be sold by Dealer to Lessee in conjunction with the lease of the vehicle. The amount charged to the Lessee by Dealer may be greater than Dealer's costs for such items, services or products. The Lessee acknowledges that his or her purchase of these items, services or products is optional, and the Selected Vehicle may be leased without the purchase of any such item, service or product.
- 14.** Applicable if the Selected Vehicle is a New, Demonstrator or Executive Vehicle. Lessee acknowledges that sometimes new vehicles are delivered to Dealer from the Manufacturer with some in-transit damage to the vehicle and acknowledges that sometimes new vehicles are damaged from being moved on or around the Dealer's property. Lessee acknowledges that Lessee may not be advised if such minor damage occurs to a new motor vehicle and is repaired.

## ADDITIONAL TERMS AND CONDITIONS

**15.** Applicable if the Selected Vehicle is a New, Demonstrator or Executive Vehicle. Lessee acknowledges that Lessee has inspected the physical condition of the Selected Vehicle and Lessee is satisfied with the Vehicle's condition and Lessee accepts the Selected Vehicle as equipped. Lessee further acknowledges that Lessee has test driven the Selected Vehicle to Lessee's satisfaction or has been offered an opportunity to do so.

**16.** Applicable if the Vehicle Ordered is a Used Vehicle. Lessee acknowledges that Lessee has had the used Selected Vehicle to be leased pursuant to this Agreement inspected by a vehicle mechanic of Lessee's choice (the expense of any such inspection to be borne entirely by the Lessee) or that Lessee had an opportunity to do so, but choose not to obtain an independent inspection.

**17.** Certain equipment and/or accessories, including but not limited to audio/video equipment, air conditioning, window tinting, cruise control, truck bedliners, trailer hitches, tires/wheels and batteries may not be products of the Manufacturer. In each such case, the applicable warranty for each of these items (if any) is not through the Manufacturer or the Dealer. You should contact the vendor of such products to determine the warranty, if any, for such items.

**18. TRADE-IN.** If the used motor vehicle which has been traded in as part of the consideration for lease of the Selected Vehicle is not delivered to Dealer at the time this Agreement is executed and the dealership appraises the trade-in, then the used motor vehicle shall be reappraised when delivered and such reappraised value shall determine the allowance made for such used vehicle. If such reappraised value is lower than the original allowance shown on the front of this Lease Order, Lessee may, if dissatisfied therewith, pay to the Dealer the dollar amount of the initial trade allowance and retain the used motor vehicle or deliver the used motor vehicle and obtain payment credit for the reappraised value. Lessee hereby authorizes Dealer to sell the trade-in prior to the consummation of the lease or transfer of the newly leased vehicle to the Lessee. In the event that the lease transaction for the Selected Vehicle is not consummated and finalized and the Dealer has sold the trade-in, Dealer shall reimburse to Lessee the actual cash value of the trade-in, using the average retail value reflected in the Kelly Blue Book as a guide, less any amounts reasonably incurred by Dealer to prepare the trade-in for sale (including, but not limited to, repair costs, cosmetic improvements, towing or transportation charges, and the costs expended by the Dealer to satisfy any lien or encumbrance attributable to such trade-in); Dealer may also offset the value of the trade-in against any amounts owed to Dealer from Lessee. The reference to "net trade-in allowance" on the front side means the amount allowed by Dealer regarding such trade-in to be credited against the lease price of the vehicle on behalf of Lessee to the lease transaction and is arrived at based upon the complete negotiation process between Dealer and Lessee and is not necessarily equivalent to the "actual cash value" of the trade-in vehicle less any amounts owed by Lessee on the trade-in vehicle. The Lessee acknowledges that the Kelly Blue Book value may differ substantially from trade-in allowance on the front side of this form.

**19.** Lessee agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as part of the consideration for the lease vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Lessee warrants such used motor vehicle to be Lessee's property free and clear of all liens and encumbrances except as specifically noted on this document. In the event that Lessee breaches this provision and/or breaches the warranty of title for the trade-in then Lessee agrees and herein permits Dealer to place a lien on the motor vehicle leased from Dealer in the amount of the lien or encumbrance remaining on the trade-in vehicle. Lessee will cooperate and assist in the placement of the lien on the newly leased vehicle pursuant to this paragraph. Dealer may pursue any and all legal remedies for Lessee's breach of this paragraph. Lessee shall immediately satisfy any liens or encumbrances on the trade-in vehicle upon notice of such liens and encumbrances from Dealer.

**20.** If Lessee has traded in a vehicle as part of this transaction, Lessee acknowledges and agrees that in the event that Dealer discovers that the vehicle traded in has a mileage discrepancy and/or has suffered frame damage and/or is a salvaged or rebuilt vehicle and/or flood damaged and/or that the title to such vehicle was previously branded as such or if under the laws of the State of Florida, a vehicle would be branded as such and the Lessee has not disclosed, in writing, this previous history of the vehicle to the Dealer, then, the Lessee agrees to reimburse to the Dealer the full amount of any trade allowance provided, within ten (10) days from any written demand by Dealer for such reimbursement. Dealer may recover all consequential and incidental damages suffered by Dealer arising from Lessee's failure to disclose the trade-in vehicle conditions identified in this paragraph.

## 21. 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, controversy, demand, dispute, counterclaim, or crossclaim, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Agreement, and the arbitrability of the claim, controversy, demand, dispute, counterclaim, or crossclaim), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, lease 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 Agreement 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 the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 ([www.adr.org](http://www.adr.org)), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the 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 and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Lessor-Creditor 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 pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$1,500 unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. 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 Agreement, then the provisions of this Arbitration Agreement shall control. Any arbitration under this Arbitration Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. Seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

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, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Agreement shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Agreement, 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 Agreement shall be unenforceable.

**22.** In any legal proceeding arising out of or related to this Agreement, including arbitration and judicial proceedings, the prevailing party in such dispute shall be entitled to recover their attorney's fees and costs, including appellate fees and costs from the non-prevailing party.

**23.** In the event that a conflict arises from the transaction reflected on the front side, the parties agree that Florida law applies, regardless of the principles of conflicts of laws. Further, the parties agree to venue in the Florida county where Dealer's dealership is located.

**24.** If any provision in this Agreement is determined to be unenforceable, violative of law or void, then such provision shall be separable and treated as if it was not contained in this Agreement and the remaining provisions in this Agreement shall continue in full force and effect.

**25.** If you choose to purchase the Selected Vehicle after lease expiration, the Dealer will impose a pre-delivery service fee in connection with such purchase transaction. Such fee shall be in the amount then charged by the Dealer for purchase and sale transactions, and represents costs and profit to the Dealer for items such as inspecting, cleaning and adjusting new and used vehicles and preparing documents relating to the sale.