

RECREATIONAL VEHICLE PURCHASE CONTRACT.

THIS IS AN OFFER TO PURCHASE THAT, IF ACCEPTED BY THE DEALER OR HIS AUTHORIZED AGENT, WILL BECOME A BINDING PURCHASE CONTRACT FOR THE PURCHASE OF A RECREATIONAL VEHICLE HEREAFTER DESCRIBED AND REFERRED TO AS A VEHICLE. THE DEALER MUST ACCEPT OR REJECT THIS OFFER BY THE CLOSE OF THE DEALER'S NEXT BUSINESS DAY OR THE OFFER IS AUTOMATICALLY VOIDED. UNTIL ACCEPTANCE OR REJECTION OF THE OFFER, THE DEALER SHALL BE PROHIBITED FROM SELLING THE VEHICLE TO ANY OTHER PARTY.

DEALER'S NAME: YOUR COMPANY NAME
ADDRESS: Address
CITY, STATE, ZIP: City, State, Zip
PHONE NO.: Phone & Fax
ORDER DATE
VEHICLE STOCK NO.
SALESPERSON'S NAME (Please Print)
SALESPERSON'S LICENSE No.
DEALER LICENSE No. Dealer License #

I (We) the undersigned PURCHASER(S)
PURCHASER'S NAME(S)
ADDRESS
CITY
STATE
ZIP
DRIVER'S LICENSE NUMBER
DATE OF BIRTH
RESIDENCE PHONE
BUSINESS PHONE
TOWNSHIP
COUNTY

OFFER TO PURCHASE THE BELOW DESCRIBED [ ] NEW RECREATIONAL VEHICLE [ ] USED RECREATIONAL VEHICLE UNDER TERMS AS DESCRIBED HEREIN

Table with columns: MODEL YEAR, MAKE - TRADE NAME, MODEL, BODY TYPE, IDENTIFICATION NO.
VEHICLE PURCHASED
VEHICLE TRADED IN

WARRANTIES AND/OR REPRESENTATIONS
CHECK BOXES APPROPRIATE
1. [ ] New Recreational Vehicle Manufacturer Warranty. Warranty covers the vehicle for \_\_\_\_\_ miles and / or \_\_\_\_\_ months.
2. [ ] Remaining New Recreational Vehicle Manufacturer Warranty. The remaining Warranty covers the vehicle for \_\_\_\_\_ miles and / or \_\_\_\_\_ months.
3. [ ] Not known if any remaining New Recreational Vehicle Warranty. (Purchaser assumes risk that no New Recreational Vehicle Warranty may be applicable.)
4. [ ] No new Recreational Vehicle Manufacturer Warranty.
5. [ ] "AS IS - NO WARRANTY" - "EXCEPT FOR ANY EXPRESSED OR IMPLIED WARRANTY BY THE MANUFACTURER OR OTHER THIRD PARTY WHICH EXISTS ON THIS RECREATIONAL VEHICLE, THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE RECREATIONAL VEHICLE IS WITH THE PURCHASER, AND SHOULD THE RECREATIONAL VEHICLE PROVE DEFECTIVE FOLLOWING THE PURCHASE, THE PURCHASER SHALL ASSUME THE ENTIRE COST OF ALL SERVICING AND REPAIR."
6. \_\_\_\_\_ Service Agreement. Duration \_\_\_\_\_ Deductible \_\_\_\_\_ % of Repair Costs To Be Paid By Purchaser
Purchaser has agreed to purchase service coverage briefly described as follows:
7. \_\_\_\_\_ Insurance Service plan.
8. \_\_\_\_\_ Other \_\_\_\_\_

OTHER CONDITIONS OF THE SALE

ANTICIPATED DELIVERY DATE: \_\_\_\_\_ 20\_\_\_\_\_

IF THE RECREATIONAL VEHICLE ORDERED BY THE PURCHASER IS NOT AVAILABLE FOR DELIVERY BY THE DEALER WITHIN 15 CALENDAR DAYS AFTER THE ANTICIPATED DELIVERY DATE, THE PURCHASER MAY CANCEL THIS ORDER. THE PURCHASER SHALL RECEIVE A FULL REFUND OF ANY DOWN PAYMENT AND RETURN OF THE TRADE-IN, OR TITLE FOR THE TRADE-IN, OR BOTH BY THE CLOSE OF THE DEALER'S NEXT BUSINESS DAY. IF THE TRADE-IN HAS BEEN SOLD, THE PURCHASER SHALL RECEIVE THE TRADE-IN ALLOWANCE SPECIFIED IN THE OFFER.

[ ] This is a Finance Transaction. (Check A or B):
Closing scheduled at Dealer's office on specified delivery date or as mutually agreed. Purchaser obligated to purchase, subject to availability of financing through Dealer on terms:
A. [ ] In attached disclosure. These terms do not extend beyond the closing date if Dealer is willing and able to deliver vehicle on these terms.
B. [ ] Acceptable to Purchaser.
[ ] This Transaction is subject to financing being arranged through Creditor of Purchaser's Choice. Purchaser must obtain acceptable financing and Dealer must receive written notice by (Date) \_\_\_\_\_ or this contract is void.
[ ] This is a Cash Transaction. The Purchaser is obligated to pay the balance due on delivery.

Base Price of Recreational Vehicle Sold (ALL OTHER ITEMS INCLUDED IN SALE)
Table with columns for price breakdown: Dealer Retail Price, Discount, Rebates - Cash Back, Rebates - Assigned, Cash Price (1 - 2 - 3 - 4), Trade-in Allowance, Trade Difference (5 less 6), % Sales Tax on Trade Difference, License and Title Fees, Other, Balance Due to on Trade-in, Subtotal (7 + 8 & 9 + 10 + 11), Less Cash Down Payment on Order, Subtotal (12 less 13), Less Additional Cash Due (Date), Due on Delivery.

PENALTIES FOR CANCELLATION
If the Purchaser elects to cancel this contract it is the Dealer's option to require the following forfeitures:
1. If cancellation is initiated within 24 hours after acceptance by the Dealer, the amount forfeited is 2% of the total cash price of the Recreational Vehicle.
2. If cancellation is initiated after 24 hours from acceptance by the Dealer, the amount forfeited is 5% of the total cash price of the Recreational Vehicle.
Dealer retains right to bring action for actual damages caused by breach of this contract.

No oral representations are binding unless written on this form and all terms of the agreement are printed or written herein.
PURCHASER'S REPRESENTATIONS: I agree to the terms and conditions on the reverse side of this order. In consideration of the mutual agreements of the parties herein I represent and warrant: (A) that I am 18 years of age or older, (B) that I have full power, right and lawful authority to dispose of the vehicle to be traded in, (C) that I will defend same against all claims and that it is free from all liens and encumbrances except \_\_\_\_\_ (D) that said vehicle does not have material defects and that all systems including plumbing, heating and cooling, and emissions, where appropriate, are intact and operative except as follows: \_\_\_\_\_ and (E) that appraisal of the trade-in vehicle is based on an odometer reading of up to \_\_\_\_\_ miles/kilometers in the case of motor vehicles and Year \_\_\_\_\_, Make \_\_\_\_\_, Model \_\_\_\_\_, and length \_\_\_\_\_ in the case of recreational vehicles. Any misrepresentation of (D) and/or (E) or damage or the removal of parts and/or accessories after the appraisal will, at the option of the Dealer, justify a reappraisal of the trade-in vehicle in accordance with the conditions on the reverse side of this order. I understand this order requires the acceptance of the Dealer or an authorized agent of the Dealer. I hereby acknowledge receipt of a copy of this order.

SEE REVERSE SIDE BEFORE SIGNING
PURCHASER'S SIGNATURE
ACCEPTED BY DEALER OR AUTHORIZED AGENT
AUTHORIZED SIGNATURE
DATE SIGNED TIME SIGNED A.M. P.M.
DATE SIGNED TIME SIGNED A.M. P.M.

## ADDITIONAL TERMS AND CONDITIONS

The Purchaser further agrees (continued from other side of this Contract)

1. **CHANGES BY MANUFACTURER.** The Purchaser of a New Recreational Vehicle understands that the Manufacturer may make changes in the model, the designs, or any accessories and parts from time to time, and at anytime. If the Manufacturer does make changes, neither the Dealer nor the Manufacturer are obligated to make the same changes in the Recreational Vehicle the Purchaser is buying and covered by this contract, either before or after it is delivered to the Purchaser.
2. **PRICE CHANGES.** Any increase in price to a purchaser after the Dealer has accepted an offer is an unfair practice and prohibited except when the price increase is due to:
  - (a) The addition of new equipment as required by state or federal law.
  - (b) State or federal tax rate changes.
  - (c) The reappraisal of a trade-in unit which has suffered damage or which is missing parts or accessories which were part of the trade-in unit at the time the purchase contract was executed. Reappraisal by the Dealer shall be limited to an amount equal to the retail repair costs of damages incurred or to the value of the parts and or the accessories removed.
  - (d) The reappraisal of a trade-in unit when the model year or dimensions of the trade-in unit were misrepresented by the purchaser. Reappraisal by the licensee shall be limited to the difference between the fair market value of the trade-in unit and the trade-in allowance specified on the purchase contract. TRANS 142.04(5) (a) (b) (c) and (d).
3. **FINANCE TRANSACTION.** If this is a finance transaction, the Purchaser will, before or at the time of delivery of the Recreational Vehicle purchased, in accordance with the terms and conditions of the other side of this contract, sign a retail installment contract, security agreement or other agreement as may be required by law. If the Purchaser is unable to obtain acceptable financing, the Purchaser may cancel the contract without penalty and shall, by the close of the dealer's next business day, receive a full refund of any down-payment, and return of the trade-in, or title for the trade-in, or both. The dealer may delay returning the down-payment beyond the close of the Dealer's next business day only when the Purchaser's personal check or other negotiable instrument has not cleared the payor's bank. If the check or other negotiable instrument clears, the dealer shall return, in person or by mail, the down-payment to the purchaser within 24 hours of receiving evidence of clearance. If the trade-in has been sold, the purchaser shall receive the trade-in allowance specified in the offer.
4. **PREDELIVERY DATE ACCEPTANCE.** The Purchaser agrees to accept delivery of the Recreational Vehicle ordered in this contract, prior to the anticipated delivery date if it becomes available for delivery by the Dealer before the delivery date.
5. **TRADE-IN DOCUMENTS.** The Purchaser agrees to deliver the original bill of sale or the title for the used unit traded in as partial payment along with the delivery of said property to the Dealer's premises, and does warrant that the unit is his property, free and clear of all liens and encumbrances except as otherwise noted on the face of this instrument. Purchaser warrants that all taxes of every kind levied against the used unit traded in have been fully paid. Should any government agency levy or claim a tax lien or demand on or against the trade-in, the Dealer may, **following written notice to the purchaser and a reasonable opportunity to perform, add such amount to the sales contract covering the new Recreational Vehicle ordered herein with the same effect as though originally included in the contract.**
6. **RISK OF LOSS; INSURANCE.** Risk of loss to the Recreational Vehicle and the options and accessories covered by this contract passes to Purchaser upon delivery at Dealer's lot, or upon completion of delivery. The Purchaser understands that he is not covered by insurance on the Recreational Vehicle purchased until accepted by an insurance company, and Purchaser agrees to hold Dealer harmless from any and all claims due to loss or damage prior to acceptance of insurance coverage by an insurance company.
7. **OTHER REPRESENTATIONS.** THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN THE PURCHASER AND THE DEALER AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT CONTAINED IN THIS CONTRACT.

JENKINS BUSINESS FORMS DOES NOT GIVE LEGAL ADVICE NOR REPRESENT ANY PARTICULAR LEGAL EFFECT AS RESULTING FROM THE USE OF THIS FORM. IF THE USER DOES NOT UNDERSTAND ANY TERMS, OR LEGAL EFFECT, SEEK COMPETENT LEGAL COUNSEL.