



# Gettel Acura

4891 Clark Rd. Sarasota, Florida 34233  
941-343-5700 www.gettel.com

## Buyer's Order, Agreement & Vehicle Information Form

Date: 05/18/2019

DEAL # 68150

CUST # 703178

Buyer Name and Address	Co-Buyer Name and Address	Seller Name and Address
ERSHAD EZAZ MAHAMMED 11121 EVERBLADES PKWY APT 107 ESTERO FL 33928 County: LEE Email: MDERSHADEZAZ@GMAIL.COM Phone: Cell: (469) 536-2233	County: Email: Phone: Cell:	GETTEL IMPORTS, INC. 4891 CLARK ROAD SARASOTA FL 34233 Salesperson: RAY KHAN

In this Buyer's Order, Agreement and Vehicle Information Form ("Order and Agreement"), "you" means the buyer, and any co-buyer. "We," "us" and "our" means the Seller. You agree to purchase the vehicle from us according to the terms of this Order and Agreement.

Vehicle Description				
Year:	Make:	Model:	Mileage:	Vehicle Identification Number:
2018	ACURA	TLX	7962	19UUB2F79JA000832
New/Used/Demo/Executive:	Color:	Body:	Stock Number:	
USED		FWD V6 W/ADV	3P7218	

Trade-in Vehicle		Trade-in Vehicle	
Year <u>2014</u>	Make <u>HONDA</u>	Model <u>ACCORD SDN</u>	Year _____ Make _____ Model _____
VIN <u>1HGCR2F86EA159538</u>	Mileage <u>56931</u>	Lienholder <u>DIGITAL FEDERAL CREDIT UNION</u>	VIN _____ Mileage _____
Payoff Amount <u>9491.04</u>	Good Thru: _____	Lienholder <u>N/A</u>	Payoff Amount <u>N/A</u> Good Thru: _____
Payoff Amount <u>N/A</u>	Good Thru: <u>N/A</u>	Payoff Amount <u>N/A</u>	Good Thru: <u>N/A</u>

You assign to us all of your rights, title and interest in such Trade-in vehicle(s). You represent that your Trade-in vehicle(s) was not previously used as a police vehicle, taxicab, or under a short-term lease. To the best of your knowledge, the vehicle(s) you are trading in  have  have not been in any accident with damages exceeding \$500.

Buyer Initials EM Co-Buyer Initials \_\_\_\_\_

**SELLER'S RIGHT TO CANCEL** - If Buyer and Co-buyer sign here, the provisions of the Seller's Right to Cancel section on page 4, which gives the Seller the right to cancel if Seller is unable to assign a Retail Installment Sale Contract signed with this Order and Agreement within 30 days, will apply. If you fail to return the vehicle within 48 hours after receipt of the notice of cancellation, you agree to pay Seller a charge of \$ 100.00 per day from the date of cancellation until the vehicle is returned or repossessed.

X [Signature] Buyer Signs X [Signature] Co-Buyer Signs

**Payoff Agreement** - We relied on information from you and/or the lienholder(s) or lessor(s) of your Trade-in vehicle(s) to arrive at the payoff amount(s) shown above. You understand that the amount(s) quoted is/are an estimate. We agree to pay the payoff amount(s) shown above to the identified lienholder(s) or lessor(s) of the Trade-in vehicle(s), or a designee. If the actual payoff amount(s) is/are more than the amount(s) shown above, you must pay us the excess on demand. If the actual payoff amount(s) is less than the amount(s) shown above, we will refund to you any overage we receive from your prior lienholder(s) or lessor(s).

You may secure financing through us or through any financing entity you choose. The financing terms you get could be more favorable than the terms we give you. If we sell you any ancillary product, such as credit insurance or GAP, we may receive part of the cost of the product and/or other compensation from the provider of the product.



Buyer Signs X [Signature] Co-Buyer Signs X \_\_\_\_\_

BUYER

**Additional Vehicle Information**

Unless checked below, Seller has no knowledge of and makes no representation about the history of the vehicle.

The vehicle was previously titled, registered, or used as a (check as applicable)  taxicab  police vehicle  short term rental.

The vehicle is (check as applicable)  rebuilt or assembled from parts  a kit car  a glider kit  a replica  a flood vehicle  a manufacturer buy back.

THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.

Buyer X \_\_\_\_\_

Co-Buyer X \_\_\_\_\_

**Purchase Information (e) means an estimate**

Vehicle Purchase Price	32569.13
Accessories	N/A
	N/A
	N/A
	N/A
	N/A
	N/A
Subtotal	32569.13
Less Allowance or Discount of	12226.04
Net Difference	20343.09
Predelivery Service Charge**	899.00
Electronic Registration Filing Fee**	185.00
	N/A
**These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.	
	N/A
Lead Acid Battery Fee	N/A
New Tire Fee (\$1.00 per tire)	N/A
	N/A
Subtotal	21427.09
Sales Tax 6.00%	1285.62
County Tax 0.50%	25.00
Other Tax	N/A
Lemon Law - Warranty Enforcement Act (New Cars Only)	N/A
	N/A
Title, Registration, and License Fees (e)	
<input checked="" type="checkbox"/> New <input type="checkbox"/> Transfer	414.15
DOC STAMPS	97.30
Prior Credit or Lease Balance	9491.04
Subtotal	32740.20
Service Contract	N/A
Maintenance Agreement	N/A
	N/A
	N/A
	N/A
	N/A
Sales Tax on Ancillary Products	N/A
<b>Total Sale Price</b>	<b>32740.20</b>
Rebate	N/A
Cash Down	5000.00
Other Downpayment (Describe)	N/A
	N/A
Total Downpayment	5000.00
<b>Balance Due on Delivery</b>	<b>27740.20</b>

**Disclosures**

**Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, this vehicle is sold "AS IS" and "WITH ALL FAULTS." The Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.**

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

**Buyer acknowledges receipt of any warranty information prior to the sale of the vehicle.**

Buyer's Initials GE Co-Buyer's Initials \_\_\_\_\_

**Used Car Buyers Guide. 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.**

**Spanish Translation: 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.**

**You have thoroughly inspected, accepted, and approved the vehicle described on page 1 in all respects. You may obtain an independent third party inspection of the vehicle on your own.**

Buyer's Initials GE Co-Buyer's Initials \_\_\_\_\_

We acknowledge that as a condition of sale of the Vehicle, we will perform the following services within N/A days of the date of purchase. Call N/A to schedule service.

N/A

N/A

N/A

BUYER

Buyer Signs X [Signature] Co-Buyer Signs X \_\_\_\_\_





**ARBITRATION PROVISION  
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 Provision, 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 Order and Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Order and Agreement) 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 Provision 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 Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this Order and Agreement 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 \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay 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 Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision 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 Provision shall survive any termination, payoff or transfer of this Order and Agreement. If any part of this Arbitration Provision, 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 Provision shall be unenforceable.

***The Annual Percentage Rate in a Retail Installment Sale Contract may be negotiable with the Seller. The Seller may assign any Retail Installment Sale Contract to a finance source and retain its right to receive a part of the finance charge imposed on that contract.***

Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim; the amount of damages; and copies of any documents in the possession of the consumer which relate to the claim. Such notice must be delivered by the United States Postal Service or by a nationally recognized carrier, return receipt requested, to the address where the subject vehicle was purchased or leased or where the subject transaction occurred, or an address at which the dealer regularly conducts business.

X red GMA 6303  
Buyer's Signature

X \_\_\_\_\_  
Co-Buyer's Signature

**This Order and Agreement represents the final agreement between the parties related to the sale of the vehicle and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.**

Buyer Signs: X red GMA 6303 Co-Buyer Signs: X \_\_\_\_\_

**You have read each page of this Order and Agreement, including the arbitration provision above, and agree to its terms. You have received a completely filled in copy of this Order and Agreement.**

Buyer Signs: X red GMA 6303 Co-Buyer Signs: X \_\_\_\_\_

Accepted by Seller: X \_\_\_\_\_ By: JASON SWINFORD



BUYER