

RETAIL ORDER FOR A MOTOR VEHICLE

7/7/87

TO

**CHEVROLET** Herb Hallman Chevrolet, Inc.

800 KIETZKE LANE • P.O. BOX 7277  
RENO, NEVADA 89510  
PHONE (702) 786-3111



*Art P. May*  
SALESMAN'S NAME

RES. PHONE

BUS. PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING  NEW  CAR

MODEL OR SERIES *1FP87* BODY TYPE *Joc-2 2DR* COLOR *Red* YEAR *1987* MAKE *Chevrolet*  
 USED  TRUCK MVI OR SERIAL NO. *1G1FP21F9H140569*

TO BE DELIVERED ON OR ABOUT *19* STOCK NO. *7190*

CASH DELIVERED PRICE OF UNIT *V8* \$ *Miles 00119*

ACCESSORIES (DEALER INSTALLED) \$ *Sold as Equipped*

*Customize anyone Rebate to Dealer*

USED CAR TRADE-IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN

YEAR MODEL BODY

MVI OR SERIAL NO.

BALANCE OWED TO *None*

ADDRESS

USED TRADE-IN ALLOWANCE \$

BALANCE OWED ON TRADE-IN

NET ALLOWANCE ON USED TRADE-IN \$

DEPOSIT OR CREDIT BALANCE *Rebate* \$ *1000.00*

DOWN PAYMENT (Trans. to Left Col.) \$ *5000.00*

*6000.00*

TRADE-IN

Buyer agrees that should payoff on trade-in exceed the estimate shown above, the buyer will assume all liability for excess thereof:

X \_\_\_\_\_

USED CAR WARRANTY:  
Used cars carry a 50-50 thirty-day warranty when the work is performed in our shop.  
X \_\_\_\_\_

This car carries no guarantee and is sold strictly as is.  
X \_\_\_\_\_

CASH SALE PRICE OF DESCRIBED VEHICLE \$ *19454.00*

DOCUMENTARY FEE (NOT A GOVERNMENT FEE) \$ *39 50*

STATE AND LOCAL TAXES

TAX CREDIT DUE FROM TRADE-IN (NEVADA)

LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE, SMOG CERTIFICATE *DK 825*

1. TOTAL PRICE OF UNIT *19501.75* \$ *19592.75*

2. DOWN PAYMENT: *1000 Rebate* \$ *6000.00*  
consisting of \$ *5000* in cash and/or \$ \_\_\_\_\_ net trade-in allowance on trade-in; see statement in right hand column for details.

UNPAID CASH BALANCE DUE ON DELIVERY (difference between Items 1 and 2) *DK 13501.75* \$ *13592.75*

Pick-up Payments Due:

1. \$ *13592.75* *DK* DATE DUE *9/10/87*

2. \$ *13501.75* DATE DUE \_\_\_\_\_

AND Payments of \$ \_\_\_\_\_

THIS TRANSACTION SUBJECT TO CREDIT APPROVAL BY A CONSUMER LENDING INSTITUTION, OTHER THAN HERB HALLMAN CHEVROLET, Inc.

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.

*7/7/87* ACCEPTED BY: *[Signature]*  
DATE DEALER OR HIS AUTHORIZED REPRESENTATIVE

PURCHASER'S NAME  
STREET ADDRESS  
CITY  
STATE  
BUS PHONE



TO  
HERB HALLMAN CHEVROLET, INC.  
P.O. BOX 1071  
RENO, NEVADA 89501  
(702) 788-3111

ADDITIONAL TERMS AND CONDITIONS

- As used in this Order the terms (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.
- Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order, in which event if a used motor vehicle has been traded in as a part of the consideration for such new motor vehicle, such used motor vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such used motor vehicle has been previously sold by Dealer, the amount received therefor, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising said used motor vehicle for sale, shall be returned to Purchaser.
- If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.
- Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.
- Unless this Order shall have been cancelled by Purchaser under and in accordance with the provisions of paragraph 2 or 3 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder and to comply with the terms of this Order, to retain as liquidated damages any cash deposit made by Purchaser, and, in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for the expenses specified in paragraph 2 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser.
- Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.
- Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.
- The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes, imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

DISCLAIMER OF WARRANTIES

- THE SELLER, HERB HALLMAN CHEVROLET, INC., HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HERB HALLMAN CHEVROLET, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE.
- Any used motor vehicle sold to Purchaser by Dealer under this Order is sold at the time of delivery by Dealer without any guarantee or warranty, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this Order or in a separate writing furnished to Purchaser by Dealer.

11. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other terms of agreement documents as may be required by the terms and conditions of payment indicated on the front of this Order.

ACCEPTED BY: \_\_\_\_\_ DATE \_\_\_\_\_  
DEALER OR HIS AUTHORIZED REPRESENTATIVE

PURCHASER'S SIGNATURE \_\_\_\_\_