

PURCHASE AGREEMENT

BUYER'S NAME <u>VILLAGE OF ROMEOWILLE</u>		DATE <u>07/12/2024</u>	
ADDRESS <u>1050 W ROMEO RD</u>	CITY/STATE <u>ROMEOWILLE, IL</u>	ZIP <u>60446</u>	HOME PHONE <u>(708)990-2195</u> WORK PHONE <u>(708)990-2195</u>

VEHICLE INFORMATION

PLEASE ENTER MY ORDER FOR THE FOLLOWING: <input checked="" type="checkbox"/> NEW/DEMO <input type="checkbox"/> USED <input checked="" type="checkbox"/> CAR <input type="checkbox"/> TRUCK				VIN <u>2T3G1RFV1RW475524</u>			STOCK NO. <u>T17465</u>	
YEAR <u>2024</u>	MAKE <u>TOYOTA</u>	MODEL <u>RAV4</u>	SERIES <u>LE AWD</u>	TYPE <u>Black Fabric</u>	COLOR <u>Magnetic Gray</u>	MILEAGE <u>6</u>	PLATE NO. <u>N/A</u>	EXPIRES

TRADE-IN INFORMATION

YEAR	MAKE	MODEL	BODY STYLE	SERIES	COLOR
VIN				MILEAGE	
BALANCE OWED TO				VERIFIED BY	
BALANCE OWED		GOOD UNTIL			
Buyer is responsible for and shall pay the amount, if any, by which the actual balance owed on the trade exceeds the approximate balance owed on the trade.					

WARRANTY INFORMATION

NEW/DEMONSTRATOR: If the Vehicle is a new/demonstrator vehicle the, only written warranty provided with respect to the Vehicle and factory installed accessories is the most recent applicable printed warranty which is made solely by the Manufacturer of the Vehicle.

Dealer installed Accessories are not included in the Manufacturer's warranty on the Vehicle and may or may not be included in separate written warranties which are made solely by Manufacturers of the Accessories.

All vehicles whether the vehicle is used, new/demonstrator are sold as is as shown with no warranty, expressed or implied, from dealer: all warranties, if any, by a manufacturer or supplier other than dealer are theirs, not dealer's, and only such manufacturer or other supplies shall be liable for performance under such warranties.

UNLESS DEALER FURNISHED BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY THE DEALER ON HIS OWN BEHALF, DEALER DISCLAIMS ALL WARRANTIES, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DEALER EXPRESSLY DISCLAIMS ANY LIABILITY TO PURCHASER, FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF TIME OR INCONVENIENCE ARISING OUT OF THE PURCHASE OR OPERATION OF THE VEHICLE.

VEHICLE PRICE	31,703.25
TOTAL PRICE OF VEHICLE	31,703.25
LESS TRADE-IN ALLOWANCE	N/A
SUBTOTAL	31,703.25
CONSUMER SERVICES	358.03
SUBTOTAL	32,061.28
CITY/COUNTY TAX	N/A
LICENSE, TRANSFER, TITLE	173.00
STATE SALES TAX	N/A
OTHER TAXES	N/A
APPROXIMATE BALANCE OWED ON TRADE-IN	N/A
EXTENDED SERVICE CONTRACT	N/A
OPTIONAL ERT FEE	25.00
TOTAL PRICE	32,259.28
LESS REBATE (IF APPLICABLE)	N/A
LESS CASH DOWN PAYMENTS RECEIPT IS ONLY PROOF OF PAYMENT	N/A
BALANCE DUE	32,259.28

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS ORDER ARE INCORPORATED BY REFERENCE AND ARE A PART OF THIS ORDER.

NOTICE: To the negotiated cash sale price of each vehicle, no more than \$_____ may be added for dealer costs and overhead. The only other additional charges permitted are dealer-added options, warranty, and service contracts, insurance and the actual cost of license and title registration and taxes.

Buyer warrants any such used motor vehicle to be his property free and clear of any liens and encumbrances except as otherwise noted herein. That said vehicle does not carry a salvage or rebuilt title and that the title is in the same name of the buyer unless noted herein.

If it is the party's intent that this contract will be assigned by the dealer to a finance agency of Dealer's choice: then this order is not a binding contract and dealer shall not be obligated to sell until approval of the terms hereof is given by a bank or finance company willing to purchase a retail installment contract between the parties hereto based on such terms.

Buyer authorizes the dealer to start a credit investigation based on the information voluntarily provided by buyer which is true and correct. In addition, that any and information given to dealer can be sent to any financial institutions of dealer's choice for credit investigation purposes.

Buyer acknowledges that the Additional Terms and Conditions printed on the reverse side of this Order are a part of this Order. Both sides of this Order constitute a single agreement which supersedes any prior agreement or understanding between Dealer and Buyer. Buyer acknowledges receipt of a completed and signed copy of this Order. This Order shall not become a binding agreement unless accepted in writing by Dealer or an authorized representative of Dealer.

Buyer by his execution of this order certifies that he is of legal age or older and acknowledges that he has read the terms and conditions (both front & back) and has received a true copy of this order.

AGREEMENT TO ARBITRATE DISPUTES. The Arbitration Agreement signed in connection with the purchase order is a part of this purchase order and is hereby incorporated by reference. I acknowledge that I have read the Arbitration Agreement and agree to its terms and conditions.

BUYER INITIAL _____ BUYER INITIAL _____

BUYER SIGNATURE _____ DATE 07/12/2024

BUYER SIGNATURE _____ DATE _____

ACCEPTED BY _____ TITLE HOUSE F&I MANAGER

THIS ORDER IS AN OFFER BY BUYER TO BUY THE VEHICLE. IF THE OFFER IS ACCEPTED BY THE DEALER IT BECOMES A COMPLETE CONTRACT OF SALE AND THE DEALER HAS NO OBLIGATIONS OR RESPONSIBILITIES NOT EXPRESSLY SET FORTH IN THE ORDER. BEFORE SIGNING THIS ORDER READ IT CAREFULLY.

ADDITIONAL TERMS AND CONDITIONS

1. As used in the Order the terms (a) "Dealer"; shall mean Thomas Motors of Joliet, 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.
2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer or new motor vehicles of the series and body type ordered hereunder by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may be 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.
3. 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 the at time and such reappraised value shall determine the allowance made for such used motor vehicle, 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.
4. 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. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein. Also, that said vehicle does not carry a salvage or rebuilt title and that title is in the same name as that of purchaser unless noted herein.
5. 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 if 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.
6. 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.
7. 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 of Dealer.
8. The price for the motor vehicle specified of the face of this Order includes reimbursement for Federal Excise, taxes, but does not include sales taxes, use taxes or occupational taxes based in 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 thereof.
9. There are no warranties, expressed or implied, made by the seller herein, or the manufacturer on the vehicle or chassis described on the face hereof except in the ease of a new vehicle or chassis. The printed new vehicle warranty delivered to purchaser with such vehicle or chassis and hereby made a part hereof as though fully set forth herein is the only warranty applicable to such new vehicle or chassis and is expressly in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. In the case of a used vehicle or chassis, the applicability of an existing manufacturer's warranty herein. If any, shall be determined solely by the terms of such warranty.
10. 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. Purchaser acknowledges that the approximate balance owed on trade can be different from the actual balances owed on trade. Therefore, purchaser is responsible for and shall pay the amount, if any, by which the actual balance owed on trade exceeds the approximate balance owed on trade.
12. The purchaser before or at the time of delivery of the motor vehicle covered by this Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.
13. If for any reason manufacturer cancels order for the vehicle specified on the face of this agreement: then this order is not a binding contract and should be considered null and void.
14. Buyer understands that if for some reason the rebate or credit is not granted, the buyer will be responsible to compensate the Seller for any loss.
15. Purchaser(s) understands that retail selling price versus lease selling price may be higher or lower based on dealer participation and/or factory incentives. Further, the selling price may be raised for financing purposes.
16. Purchasers understand that the amount indicated on the retail installment contract for what is commonly known as credit life and/or Credit Accident and Health Insurance and/or Mechanical Breakdown Insurance and/or Service Contract may be more than the amount that is actually paid on behalf of the purchaser(s).
17. If for some reason, arbitration is not available, litigations are commenced by dealer to commence shall reimburse the Dealer for attorney's fees and all other reasonable cost and expense incurred. All without relief from value or appraisal laws. Each party hereby knowingly, voluntarily and intentionally waives, to the fullest extent permitted by applicable law, the right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.
18. Unless specified otherwise in this agreement, any deposit is for the purpose of guaranteeing the price of the car. A deposit will not hold the car. If for some reason the car that purchaser is considering is sold, the dealership will use its best efforts in finding a like replacement, but does not guarantee such results.
19. If any provision of this agreement is prohibited by law, it shall not affect the other provisions.
20. All titles, headings, and captions used herein have been included for convenience of reference only and shall not be deemed to define or limit the provisions hereof or to affect in any way the construction or application of those provisions.