



Corporate Office: 8561 Falls Road
West Falls, New York 14170

Email: sales@2ndhandlions.com
www.2ndhandlions.com

SPECIFIC VEHICLE PURCHASE CONTRACT

Date. _____

1. *Parties.* The parties are as follows (individually a "Party" and collectively the "Parties"):

(A) 2nd Hand Lions (hereinafter referred to as "Seller")

Business address: 8561 Falls Road, West Falls, NY 14170

(B) Purchaser: _____

Address: _____

2. *Agreement.* Seller shall acquire and deliver, and Purchaser shall purchase the item described in Paragraph 3 ("Vehicle") on the terms stated in this contract.

3. *Vehicle.* Description Make: _____ Model: _____

Price Range: _____ Mileage Range: _____

Additional Description: _____

See also optional attached List.

4. *Deposit.* When Purchaser signs this Contract he or she shall pay Seller a Deposit in the amount of five hundred dollars (\$500.00) which shall be applied to the Purchase price at the time of delivery.

5. *Price.* Seller will then make reasonable attempts to procure and deliver a vehicle with the above description, and charge Purchaser a final price based on the actual cost of the vehicle plus any miscellaneous fee(s) charged by an auction entity, transportation fee and margin. Purchaser is also responsible for applicable sales tax, to be computed according to NYS and local laws.

6. *Inspection.* Before payment, Purchaser shall have the right to inspect Vehicle. Upon satisfactory inspection, Seller shall arrange for Delivery of the vehicle to Purchaser.

7. *Delivery.* Seller will complete the sale transaction according to industry standard procedures, using the attached sample Purchase Agreement form, and have the required NYS safety inspection performed, DMV documents completed and license plate transfer or new plates issued, then physically deliver the vehicle to Purchaser at an agreed location. At Delivery, Price is to be paid to Seller.

8. *Cancellation.* Cancellation pursuant to any provision of this Contract shall be made by written notice by the cancelling Party to the other Party.
- (A) If cancellation by either Party is prior to Seller's procurement of above stated vehicle, Seller shall return the Deposit to Purchaser within five (5) business days.
 - (B) If Seller has substantially complied with above terms and invested time and/or monies to procure above stated vehicle in reliance of Purchaser's performance, Seller shall be entitled to keep the Deposit.
 - (C) If Purchaser cancels and Seller has substantially complied with above terms and has procured above stated vehicle in reliance of Purchaser's performance, the vehicle will be transported by Seller to a subsequent auction and resold at the Purchaser's expense at the then current price. Any price difference plus incurred Transportation costs and expenses shall be borne by Purchaser.
 - (D) Time Frame. If Seller cannot procure above describe vehicle within a ____ week time period, Purchaser may cancel this contract and Seller must return the Deposit within five (5) business days.
9. *Delay of Payment.* Delivery of Vehicle and Payment of Price is due four (4) business days after Inspection. Delay in payment shall result in a \$100 fee (\$125 fee for vehicles over \$25,000) plus \$15 per day in finance charges. Acceptable Payment funds include Cash, Certified Check(s) drawn on, or bank draft(s) or official check(s) issued by a New York State branch of any Financial Institution, with Seller as original payee, or as otherwise agreed to in writing by Seller.
10. *Trade-In Vehicle Policy.* If Purchaser should offer, and Seller accepts, a vehicle for trade-in, Seller will apply the value of the trade-in to the purchase price of the new vehicle thereby reducing the price and sales tax due. The value of the trade-in will be determined and applied as follows:
- (A) The current NADA Used Car Price Guide publication listing for the vehicle will be used for the valuation. The column used will be "Clean Loan" with proper adjustments for mileage, options and condition as listed by NADA. Seller retains the right to physically confirm Trade-in value at time of Delivery and adjust value if significant changes have occurred.
 - (B) Purchaser is responsible for satisfying any liens on the trade-in and supplying to Seller a valid, clean Title document at time of Delivery.
11. *Parties Bound/Entire Agreement.* This Contract is intended to bind the Parties, and those who succeed to their interests, and contains the entire agreement between the Parties. Nothing is binding upon the Parties which is not contained in this Contract. Any modification of this Contract must be in writing and signed by the Parties. If any litigation concerning this Contract should occur, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs.

Seller:

Purchaser:

Signature

Date

Signature

Date

Sample Purchase Agreement Form

VEHICLE CASH PURCHASE AGREEMENT
2nd Hand Lions Inc.
 8561 Falls Road, West Falls, NY 14170
 www.2ndhandlions.com

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER

BUYER _____				SALESMAN _____		
STREET _____				PHONE NO. _____		
CITY _____		STATE _____		ZIP _____		
THE TRANSACTION						
YEAR	USED <input checked="" type="checkbox"/>	MAKE	MODEL	SERIES		
TYPE		COLOR	TRIM	V.I.N.		
ESTIMATED DELIVERY DATE AND LOCATION			MILEAGE	STOCK NO.		
THE PRICE						
VEHICLE PRICE						
TRANSPORTATION (+) (IF NOT INCLUDED IN VEHICLE PRICE)						
SUBTOTAL					\$-	
DEALER INSTALLED EQUIPMENT AND SERVICES, TAXABLE (+)						
PENN WARRANTY CONTRACT (OPTIONAL)						
TOTAL					\$-	
THE TRADE - IN						
DESCRIPTION OF TRADE				LESS TRADE-IN CREDIT (-) <small>(BUYER SEE 1 AND 6 (b) ON BACK)</small>		
YEAR	MILEAGE	MAKE	MODEL	CASH PRICE \$-		
PLATE NO.	EXP. DATE	COLOR	V.I.N.			
TRADE-IN IS CLEAR OF ALL LIENS EXCEPT:			AMOUNT OWED	CASH PRICE \$-		
NONE			\$-			
TAXES AND OTHER FEES						
SALES TAX		8.750%		\$50.00		
DEALER'S OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATION and/or CERTIFICATE OF TITLE (NOT A DMV FEE)						
REGISTRATION FEE (ESTIMATE) (+)		<i>Transfer or new registration (Est.)</i>		\$150.00		
INSPECTION FEE (+)						\$21.00
FEES ON TRADE-IN (___% of trade value)						\$-
TOTAL CASH PRICE DELIVERED					\$221.00	
LESS CASH DEPOSIT SUBMITTED WITH ORDER						
PLUS BALANCE OWING ON TRADE-IN					\$-	
CASH DUE ON DELIVERY				Pay to "2nd Hand Lions Inc."		\$221.00

BUYER'S SIGNATURE _____ DATE _____

CO- BUYER'S SIGNATURE _____ DATE _____

SELLER APPROVED BY _____ DATE _____