

**CITY OF FORT LAUDERDALE**

Procurement Services Division  
Fort Lauderdale, FL 33301

**PURCHASE ORDER NUMBER****PP180874**

Federal Excise Tax No. 59-6000319  
State Sales Tax No. 85-8013875578C-1

**00004077**

**JG AUTO FINANCE**  
**1424 W BROWARD BLVD**  
**FORT LAUDERDALE, FL 33312**  
**United States of America**

**DATE OF ORDER**  
**1/12/2018**

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**Department/Divison:**  
**Police Department**  
**1300 W. Broward Blvd.**  
**Fort Lauderdale, FL 33312**  
**Department Contact Name: Samantha Laird**  
**(954) 828-6418 / amakarevich@fortlauderdale.gov**

**Req Number:** RQ1802356  
**Bid No:** 1710-005  
**Contract No:** Quick Quote 1710-005  
**Expiration Date:**  
**Commission Approval:**  
**Description:** JEEP WRANGLER

**INVOICES:** IMMEDIATELY UPON SHIPMENT INVOICE IN DUPLICATE SHOWING  
OUR PURCHASE ORDER NUMBER AND DEPARTMENT AND MAIL TO:

**Finance Department**  
**Accounts Payable**  
**100 N. Andrews Avenue, 6th Floor**  
**Fort Lauderdale, FL 33301**

Class/Item No.	Order Unit	Order Quantity	Stock-Item	Description	Unit Price	Extended Amount	FY/Account Code
1	EA	1		JEEP WRANGLER	\$35,000.00	\$35,000.00	18 / POL080301-6416
2	EA	1		JEEP WRANGLER PARTS	\$12,962.48	\$12,962.48	18 / POL080301-6416
3	EA	1		JEEP WRANGLER INSTALLATION OF SWAY BAR & WINCH	\$1,278.48	\$1,278.48	18 / POL080301-6416

BASED ON BID# 1710-005

FY/Account Code	Amount
18 / POL080301-6416	\$49,240.96

<b>Purchase Order Total:</b>	<b>\$49,240.96</b>
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**IMPORTANT:**

1. Unless otherwise indicated by a line item on this P.O., payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act.
2. Shipping Term is F.O.B. Destination.
3. P.O. Number and receiving agency name must appear on all invoices and documents relating to this order.
4. For addi

[WWW.FORTLAUDERDALE.GOV/PURCHASING/GENERAL/TERMS.PDF](http://WWW.FORTLAUDERDALE.GOV/PURCHASING/GENERAL/TERMS.PDF)

**Chief Procurement Officer / Designee / Authorized Signature**Signed: VISIT US AT [WWW.FORTLAUDERDALE.GOV](http://WWW.FORTLAUDERDALE.GOV) FOR MORE INFORMATION ON CURRENT SOLICITATIONS

CAM #23-0871

Exhibit 1

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# JG AUTO FINANCE

907 NE 3RD AVE  
FORT LAUDERDALE, FL, 33304  
954-683-0775

819

Date: 03/02/2018

Purchaser's Name:	Date of Birth:	Residence Phone:	Business Phone:	Cell Phone:
POLICE DEPARTMENT	03/02/2018	954-826-6418	000-000-0000	954-826-6418
Co-Purchaser's Name:	Date of Birth:	Residence Phone:	Business Phone:	Cell Phone:
		null		
Address:	City:	State:	Zip Code:	
1300 WEST BROWARD BLVD	Fort Lauderdale	FL	33312	
Year-Make:	Model:	Color:	Type:	
2018 JEEP	WRANGLER UNLIMITED	WHITE	SUV	
Stock No:	Odometer Reading:	VIN:		
1762	25	1C4BJWDG1JL835735		
TRADE-IN 1:	Odometer Reading:	VIN:		
TRADE-IN 2:	Odometer Reading:	VIN:		

Payoff information is subject to verification at a later date, any error or incorrect information received as to the Title or payoff amount will be the responsibility of the purchaser hereby acknowledges that purchaser will pay on demand any higher difference from the above estimated payoff figure which is due on the payoff of the purchaser's trade-in. Purchaser hereby represented to dealer that trade-in vehicle, is not salvaged, rebuilt, flood damaged vehicle and that the title to such trade-in vehicle was not previously branded as such.

## PRE-OWNED WARRANTY PROVISION (Check appropriate box)

☒ This vehicle is sold "as is with all faults" without any warranty and the selling dealer hereby expressly disclaimed all warranties, either express or implied, including and implied warranties of merchantability or fitness of a particular purpose and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of this vehicle. Liability by way of "Strict Liability" for selling dealer's "Negligence" or otherwise is expressly excluded. Buyer shall not be entitled to recover from Selling Dealer's "Negligence" consequential damages to property, damages for loss of use, loss of profits, or income, or any other incidental damages.

☐ The only Dealer Warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

Signed \_\_\_\_\_ Date 03/02/2018

## USED CARS & TRUCKS

Customer acknowledges that it has not been represented to him or her by any agent of the Seller, that the motor vehicle which is subject of this purchase has not ever sustained damages prior to this purchase. The information you see on the window form for this vehicles is part of this contract. Information on the window form overrides any contrary provision in the Contract of Sale.

Signed \_\_\_\_\_ Date 03/02/2018

Purchaser agrees that this order on the face and reverse side hereof and any separate credit disclosures shall include all of the terms and conditions. This order cancels and supersedes any prior agreement and as of this date hereof comprises the complete and exclusive statement of the terms of the agreements relating to the subject matters covered hereby.

Signed \_\_\_\_\_ Date 03/02/2018

Sales Price : \$ 49,240.96

Trade Allowance 1 : \$ 0.00

Trade Allowance 2 : \$ 0.00

\* Dealer Prep : \$ 0.00

Total Taxable : \$ 49,240.96

Sales Tax : \$ 0.00

GAP Price : \$ 0.00

Tag Agency Fee : \$ 0.00

Government Tag - Title - Reg :

Trade-In Pay Off : \$ 0.00

Down Payment : \$ 0.00

Balance Due : \$ 49,240.96

\* - This charge represents costs and profits to the dealer for items such as inspecting, cleaning and preparing documents to the sale.

On a cash transaction this offer is not valid unless signed and accepted by Dealer. Once accepted deposits are non refundable. On a credit transaction the purchaser(s) offer is not accepted and the transaction is not consummated until (a) Approved in writing by Dealer and a reasonable Bank or Finance Company and (b) All disclosures required by the Federal Consumer Credit Protection Act (Truth in Lending Act) have been given. If financing for this transaction is arranged by Dealer then the purchaser should be aware that the dealership is a creditor only for the purposes of disclosure under the Consumer Protection Act. The finance contract will be assigned immediately to a Bank or Finance Company who will be the creditor and to whom purchaser will actually be obligated. Further, Purchaser(s) represents that all statements made in their deal application are true and correct, and dealer makes delivery of said vehicle in reliance upon their truth and correctness. Should credit not be approved or monies owed to dealer are not paid, the vehicle shall remain property of JG Auto Finance Inc. and it must be returned to the Dealer and Dealer's address in good condition within 24 hours of notice to the purchase(s). Purchaser(s) shall be liable for damages to vehicle and mileage and use while in their possession. Mileage and use are calculated at \$50 per day and \$0.80 per mile, and at the option of the dealer, it may be deducted from any sums deposited in connection with the sale of the said vehicle. I certify that the above information is complete and accurate. I authorize an investigation of my credit and employment history and release of information about my credit experience.

I HEREBY AGREE TO TERMS AND CONDITIONS ON REVERSE SIDE

Buyer's Signature \_\_\_\_\_

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

Seller's Signature JOSEPH GHATTAS

CAM #23-0871  
Page 1 of 3 Exhibit 1

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## NEW / DEMO AND EXECUTIVE VEHICLE DISCLOSURE

This new, demonstrator or executive Vehicle is sold AS-IS and WITH ALL FAULTS. Dealer hereby expressly disclaims all warranties, either express or implied; including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the Vehicle. The only warranties applying to this Vehicle are those offered by the Manufacturer. The Manufacturer's warranty is not affected by Dealer's disclaimer of warranties. The Customer hereby acknowledges that Dealer has made available warranty Pre-Sale Information as disclosed in the Warranty Binders pursuant to the Magnuson-Moss Warranty Act.

## ARBITRATION AND LIMITATION ACKNOWLEDGEMENTS

The parties agree to submit all claims to binding arbitration as set forth in paragraph H on the reverse side. Customer has read and understands paragraph H. In a dispute between the parties, Customer shall not be entitled to recover from Dealer any special damages, consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, income, or any other incidental damages, including but not limited to vehicle rental charges. This Order is not evidence of any cash payment. Cash payments are evidenced by a separate receipt document.

## TRADE-IN

Unless specifically identified by Customer in writing and signed by the parties, Customer represents and warrants the following regarding the Trade-In: (i) it was not involved in an accident; (ii) has not incurred anybody or major engine repair(s); and (iii) it was not previously a police vehicle, a taxicab, or a short-term lease (for less than 12 months), also referred to as a rental vehicle, a flood damaged, frame damaged, salvaged or a rebuilt vehicle. Subject to the terms and conditions of this Order, Customer authorizes Dealer to immediately sell the Trade-In whether or not the Financing Approvals have been obtained. Customer agrees that in the event any inquiry reveals any undisclosed lien on the Trade-In, and/or the actual pay-off for the disclosed lien on the Trade-In exceeds the Customer's statement of pay-off, Customer will cause such previously unknown lien(s) and/or the understated amount of the disclosed lien(s) to be satisfied within 72 hours of Dealer's notice to Customer in writing. If the vehicle(s) listed is a Lease Walk Away, Customer understands that Dealer's agreement to take possession of it is for convenience only and Dealer assumes no responsibility for its condition or any other obligation of Customer with respect to that lease, such as remaining payments, excess miles or damage to vehicle, unless otherwise indicated in writing and signed by Dealer.

## FINANCING NEGOTIATION/ APPROVAL

Customer may secure financing through Dealer or a financing entity of Customer's choosing and Customer may be able to obtain more favorable financing from third parties. The retail installment sales contract (RISC) to be entered between Dealer and Customer, unless otherwise indicated in writing by Dealer, shall be immediately assigned by Dealer to a bank or finance company (at face value or greater) which shall then be the creditor to whom Customer shall be obligated under the RISC. Customer also understands that: (i) the annual percentage rate (APR) for the installment sale of an automobile may be negotiated, and (ii) Dealer may receive some portion of the finance charge or receive other compensation for providing the financing and selling other products and services. Dealer may terminate this Order if Dealer cannot obtain credit approval for Customer or if Dealer is unable to sell the RISC to a financial institution on terms of no less than face value (these acts shall be collectively referred to as Financing Approvals). Dealer's right of termination cannot be waived unless in writing. Financing Approvals are not typically obtained at the time of the Vehicle's delivery and are beyond Dealer's control. Should Customer take delivery of the Vehicle prior to Dealer's obtaining the Financing Approvals, Customer understands and acknowledges that pending the Financing Approvals delivery of the Vehicle to Customer serves as a convenience to Customer only and Customer does not have, nor will acquire, any rights or interests in the Vehicle by such delivery except Dealer's permission to use it, which permission can be revoked, requiring the Vehicle's immediate return to Dealer in the same condition as it existed when delivered to Customer. Additionally, the obtaining of the Financing Approvals is a condition subsequent to the enforcement and validity of the RISC, which, at Dealer's option, shall be deemed null and void if such condition subsequent is not met. If the RISC contains a Seller's Right to Cancel provision or other provision that substantially addresses the substance of the Financing Approvals, and that provision is duly completed and executed, then the condition subsequent described in this section shall not apply. If the RISC does not contain a Seller's Right to Cancel provision or other provision that substantially addresses the substance of the Financing Approvals, or if it contains such a provision but it is not duly completed and executed or is designated in some manner as inapplicable, then this section in this Order shall apply, govern and control.

## USED VEHICLE DISCLOSURE

This used Vehicle has been previously driven by others and Dealer has not made any representation regarding the Vehicle's history. Customer acknowledges that no representation has been made by any agent of Dealer: (i) regarding the history, condition, prior repair or maintenance, safety system or suitability of the Vehicle; or (ii) that it has or has not ever sustained damages prior to this Order, nor does Dealer have the obligation to make any such disclosure. Customer understands that s/he may retain a third-party to provide information regarding the Vehicle's history and that Dealer encourages Customer to do so. Customer may also make arrangements to have the

Vehicle inspected by a person of Customer's own choosing. Customer further acknowledges that Customer has test driven this Vehicle and it meets Customer's satisfaction or Customer has been offered an opportunity to do so, and has declined. Except as otherwise set forth on the window form (Buyer's Guide), this Vehicle is sold AS IS and WITH ALL FAULTS, without any warranty and Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of the Vehicle. The information you see on the window form for this Vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in the contract/order of sale. The Manufacturer warranty, if any, has been fully explained. If the Vehicle is designated as a certified vehicle, that indicates that it has qualified for a limited extension of the Manufacturer's original warranty as set forth on the Buyer's Guide. The certified designation does not alter or modify any of the above disclaimers and waivers, nor does it create a Dealer warranty. It also does not mean that the Vehicle, like all used vehicles, will not suffer mechanical breakdowns, nor need maintenance due to wear and tear.

A. Definitions: As used in this Order the terms: (a) Customer shall mean the party (ies) acquiring the Vehicle; (b) Vehicle shall mean the vehicle which is the subject of this Order; (c) Manufacturer shall mean the manufacturer that manufactured the Vehicle; (d) Trade-In refers to the automobile(s), but not lease walk away, conveyed by Customer to Dealer and described on the front side of this Order, which is being applied towards the acquisition costs of the Vehicle; (e) ACV shall mean the actual cash value of the Trade-In, as determined by the current market value given by said dealer and/or the current overall condition determined by said dealer; (f) Pre-owned Allowance &/or Discount as identified on the front side of this Order is the sum of the ACV plus any discount and/or credit given by Dealer towards the price of the Vehicle; (g) Demonstrator (as defined by Chapter 320, Florida Statutes), commonly referred to as Demo will be considered a new Vehicle; or (h) executive vehicle refers to a vehicle which was used exclusively by the manufacturer, its subsidiary, or a dealer for the commercial or personal use of the manufacturer's, subsidiary's, or dealer's employees and shall be considered a new Vehicle; Terms. In general will be interpreted based on Florida statutory definition; if any.

B. Vehicle: Customer must accept and take delivery of Vehicle within 48 hours from its availability. Failure by Customer to do so shall constitute a material breach of this Order. By taking possession of Vehicle, Customer, unless otherwise confirmed in writing by Dealer, acknowledges that Vehicle has no defects, flaws or irregularities that would be detected during a visual examination or that any equipment or option is missing. Dealer shall not be liable for failing to deliver or for any delay in delivery 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. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis and any 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 contracts. In the event of any such change by Manufacturer, Dealer shall have no obligation to Customer 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 Customer. Dealer shall have no duty to disclose intended design changes by Manufacturer. Line item(s) of optional Dealer installed accessories, equipment listed on front side of this Order or on the Bill of Sale, service contracts or extended service policies shall not be construed as having been produced, supplied, issued by or installed by Manufacturer. With respect to a new Vehicle, all equipment and options existing at the time the Vehicle was shipped by the Manufacturer, were produced by the Manufacturer and/or its worldwide suppliers. Other equipment, options and/or accessories, including, but not limited to radios, air conditioning and cruise control, may not be products of the Manufacturer. Neither the Manufacturer, nor Dealer warrants these items. Contact the vendor of such items to determine the warranty, if any, for such items. Dealer does not warrant or guarantee the mileage indicated on the used Vehicle is accurate or that it may not have been altered by persons in possession prior to Dealer. Customer acknowledges that new vehicles may be delivered by the Manufacturer with some in-transit damage to the vehicle and acknowledges that sometimes new vehicles are damaged from being moved on or around the Dealer's property. Customer acknowledges that Customer may not be advised, except as required by Florida Statutes; if such damage occurs to a new motor vehicle and is repaired.

C. Trade-In: Customer does grant, bargain, convey, sell, assign and transfer to Dealer all of Customer's right, title and interest in the Trade-In. Customer fully warrants title to the Trade-In and that it is free and clear of all liens and encumbrances except as otherwise noted herein and will defend same against the claims of all persons whomsoever. Customer agrees to deliver to Dealer satisfactory evidence of title to any Trade-In at the time of its delivery to Dealer. If Customer fails to pay any undisclosed or understated liens, Customer shall be in material breach of this Order. In the event that the Trade-In has more mileage than represented by Customer or any of Customer's representations regarding the Trade-In are false, Customer shall be obligated to pay Dealer the difference between the ACV of the Trade-In as represented and the correct ACV within (10) days from written demand. Dealer may recover consequential and incidental damages suffered by it arising from Customer's breach of any warranty regarding the Trade-In. Dealer may reappraise the Trade-In if before its possession is delivered to Dealer, it is damaged or parts or accessories have been removed. If such

reappraised value results in a Pre-owned Allowance &/or Discount that is lower than the allowance shown here on, Customer may, if dissatisfied therewith, terminate this Order.

D. Rebates | Payment | Incentives: Dealer has no obligation to disclose to Customer the availability of any incentives or rebate. All incentives and rebates shown on the front side hereof are hereby assigned to Dealer. If Customer is receiving a discount or credit based on a specific relationship with the Manufacturer, Customer must furnish Dealer with all necessary documentation, information, verification and certificates within 30 days. In the event that Customer fails to provide same within this time period or in the event any down payment or deposit moneys are unpaid or non-negotiable (i.e., NSF), Customer shall be in breach of this Order. Dealer's acceptance of a payment or payments from any person, entity, or third party on behalf of Customer will not in any way constitute a novation, accord and satisfaction, or act as an estoppel to the detriment of Dealer. It is the intent of this Order that Customer will remain fully responsible for ensuring that Dealer receives all payments due to Dealer pursuant to this Order.

E. Termination: In the event this Order is terminated by either Dealer or Customer as permitted by this Order, including, but not limited to the failure to obtain Financing Approvals: (a) Dealer will be entitled to the immediate return of the Vehicle and Customer shall be obligated to return the Vehicle to Dealer within 24 hours of the date of termination; and (b) Customer shall be liable to Dealer for \$50.00 per day and \$0.80 per mile, plus any wear, tear or damage to the Vehicle and diminution in value. In the event that the Vehicle is not returned within this time period, such failure will constitute a material breach of this Order and Dealer shall have those remedies as described in paragraph "F" below. Otherwise, Customer will be entitled to the return of the deposit subject to a lien in favor of Dealer for any amount due it hereunder. If a Trade-In was given towards the Vehicle's acquisition, it shall be returned to Customer upon payment of it of a reasonable charge for storage and repairs (if any) or, if it has been already sold by Dealer, Customer shall be entitled to the "Net Trade-In Proceeds", calculated as follows: the ACV, less the sum of (i) liens, (ii) costs incurred by Dealer to repair and/or ready it for sale, and (iii) a selling commission equal to 15% of the ACV. If the Net Trade-In Proceeds is negative, then Customer shall be obligated to Dealer for that amount.

G. Mandatory Mediation: Before any party institutes an action, other than one that is expressly outside the scope of the arbitration provision, the parties must first mediate the dispute before a court certified mediator, which mediation shall be conducted in the county where Dealer is situated. The parties shall jointly select the mediator and equally divide the cost of the mediation. The parties shall use good faith in selecting the mediator and participating in the mediation.

H. ARBITRATION: Dealer and Customer agree that any controversy, claim, suit, demand, counterclaim, cross claim, or third party complaint, arising out of, or relating to this Order or the parties' relationship (whether statutory or otherwise and irrespective of whether the Financing Approvals were obtained), including, but not limited to any matter that may have induced the Customer to enter into a relationship with Dealer (collectively referred to as Claim), as well as the validity of this provision, shall be submitted to final and binding arbitration in the county and state where Dealer is situated.

1. The Parties agree that any Claim shall be arbitrated by a single arbitrator on an individual basis and not as a class action. Customer expressly waives any right it may have to arbitrate a class action.

2. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The Arbitrator shall apply governing substantive law in making an award. The arbitrator's award shall be final and binding on all parties.

3. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law.

4. The prevailing party shall be entitled to recover all Arbitration fees described in paragraph 3 above, as costs, to the extent paid and/or due and owing from such party, and shall be entitled to enforce the award in a circuit court of competent jurisdiction.

5. This arbitration requirement shall not apply to: (a) any action by Dealer for repossession of the Vehicle (but it does apply to any counter-claim thereto except as otherwise provided in this paragraph); or (b) any action within the jurisdiction of the small claims court as set forth in Florida Rule of Court 7.010(b). CUSTOMER UNDERSTANDS AND AGREES: (1) THAT IF A DISPUTE IS ARBITRATED, CUSTOMER WILL GIVE UP THE RIGHT TO A TRIAL BY A COURT; (2) THAT IF A DISPUTE IS ARBITRATED, CUSTOMER WILL GIVE UP THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS CLAIM AGAINST DEALER, 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 CUSTOMER AND DEALER WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN

ARBITRATION; (4) TO RESOLVE ALL DISPUTES WITH DEALER BY BINDING ARBITRATION RATHER THAN LITIGATION IN ANY COURT EXCEPT AS SPECIFICALLY SET FORTH ABOVE; AND (5) THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO WAIVE ANY AND ALL RIGHT TO ANY TRIAL BY JURY FOR ANY CLAIM NOTWITHSTANDING THE ENFORCEABILITY OF THIS ARBITRATION PROVISION.

6. Within thirty (30) days of the arbitrator's appointment, the arbitrator shall establish the procedure for the exchange of information bearing in mind the expedited nature of arbitration. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrator of a fair apportionment of costs.

7. Both parties retain any rights to self-help remedies, such as repossession. Neither party waives the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This clause shall survive any termination, payoff or transfer of this contract.

8. This Agreement is subject to the Federal Arbitration Act, 9 U.S.C.A. §1, et. seq. To the extent that any part of this provision is ruled illegal or unenforceable by any finder of fact or law, so much hereof as is ruled illegal or unenforceable shall be deemed severed and the remaining provisions shall survive.

I. Miscellaneous: This Order shall survive the execution of the RISC. Except as stated in the Financing Negotiation / Approval section and except as to dollar amounts, to the extent any terms herein conflict with the terms of the RISC, this Order shall control and govern. Waste tire fees and lead-acid battery fees, if applicable and if included in the price of Vehicle, are payable to the State of Florida, Department of Revenue. Dealer is not the agent of the Manufacturer. This Order cancels and supersedes any prior contract and comprises the complete and exclusive statement of the terms of the Order relating to the subject matters covered hereby, and constitutes the entire Order between the parties. There are no representations or contracts between the parties except as set forth herein or contemporaneously executed. This Order may not be changed, modified or extended except by an instrument in writing and signed by the parties. In the event this Order or any other contract or document executed by Customer contains a clerical or computation error or if additional documentation is necessary in order to effectuate the parties' intent, Customer agrees to cooperate with the execution of such (corrected) documentation and produce the additional documentation. Should Customer unreasonably refuse to give such cooperation, Customer shall be in material breach of this Order. Each provision of this Order shall be severable from every other provision of this Order for the purpose of determining the legal enforceability of any provision in this Order. By execution of this Order, Customer certifies being 18 years old or older. Customer has read, understands and accepts all provisions of this Order and the Warranty statement. The parties enter into this Order freely and voluntarily in the absence of any duress or coercion. Customer agrees to pay, unless prohibited by law, any and all taxes applicable to this transaction, regardless of which party may have the primary tax liability therefor. The Florida Title, Registration and License fees are the result of a highly complicated formula. As a result, the amounts charged may only be estimates. If the amount of taxes and government fees identified on the front side hereof is less than the correct amount, Customer shall be obligated to Dealer for such difference. If the amount charged exceeds the correct amount, Dealer shall refund to Customer the difference. Dealer's obligations and rights hereunder may be assigned as this Order shall inure to the benefit of Dealer, its successors and/or assigns. All paragraph headings set forth in this Order are intended for convenience only and shall not control or affect the meaning or construction of the provisions thereof. All remedies afforded in this Order shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of Dealer to enforce at any time any of the provisions of this Order, or to exercise any option which is herein provided, or to require at any time performance by Customer of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, nor in any way to affect the validity of this Order or any part thereof, or the right of Dealer to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach. This Order is an essential document to any claim by Customer against Dealer in connection with the purchase of the Vehicle.