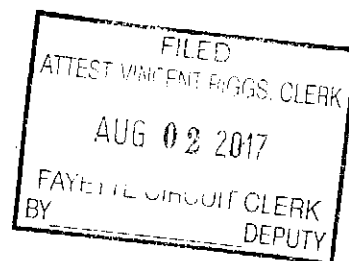


COMMONWEALTH OF KENTUCKY
FAYETTE CIRCUIT COURT
DIVISION 7th
CIVIL ACTION NO. 17-CI 2788



COMMONWEALTH OF KENTUCKY
ex rel. ANDY BESHEAR, ATTORNEY GENERAL
Office of Consumer Protection
1024 Capital Center Drive, Suite 200
Frankfort, Kentucky 40601

PLAINTIFF

v.

THE UNITED GROUP, INC., A/K/A
AUTO PLAZA USA, A/K/A
AUTO PLAZA, USA
Serve: Registered Agent
Christopher A. Spedding
631 E. Main Street
Lexington, KY 40508

DEFENDANT

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

The Plaintiff, the Commonwealth of Kentucky, (hereinafter referenced as “Commonwealth”), by and through, the duly elected Attorney General, Andy Beshear, for its Complaint against the Defendant named herein, states as follows:

INTRODUCTION

Defendant operates a car dealership under the name Auto Plaza USA (hereinafter referenced as “Auto Plaza” or “Defendant”) and sells motor vehicles to Kentucky consumers throughout Central Kentucky. Auto Plaza engaged in unfair and deceptive practices that harmed Kentucky consumers under the Kentucky Consumer Protection Act by submitting false documents, known as Affidavits of Total Consideration to county clerks throughout Kentucky.

Auto Plaza prepared one document (titled a "Buyer's Order") that reflected the purchase price paid for the vehicle, but Auto Plaza used a different (and lower) purchase price on these Affidavits of Total Consideration that it sent to the county clerks, thereby misrepresenting both the price paid and the consumer's usage tax liabilities. In numerous cases, Auto Plaza underpaid the taxes owed on the vehicle. As a result, approximately 1,400 Kentucky consumers received usage tax deficiency notices from the Kentucky Department of Revenue, even though Auto Plaza represented or implied to consumers that such tax was paid in full at the time of sale. Auto Plaza also charged each consumer a "document and customer service fee" of \$489 for its services, but failed to accurately perform these services. Auto Plaza's conduct constitutes unfair, false, misleading or deceptive acts or practices in violation of the Kentucky Consumer Protection Act (hereinafter referenced as the "KCPA").

PARTIES

1. Commonwealth of Kentucky, ex rel. Andy Beshear brings this action as the duly elected Attorney General of the Commonwealth responsible for the enforcement and administration of Kentucky law including, but not limited to, the KCPA, KRS 367.110 *et. seq.* He is authorized by KRS 367.190 and KRS 15.020 to bring this action in the name of the Commonwealth in a Circuit Court to seek injunctive and other relief. Under KRS 15.020, the Attorney General is the chief law officer of the Commonwealth and all of its departments, commissions, agencies and political subdivisions and is duly authorized by the Kentucky Constitution, statute and the common law, including his *parens patriae* authority to enforce and administer Kentucky law, and to bring actions on behalf of the citizens of the Commonwealth, including equitable claims under the common law.

2. The Defendant, The United Group, Inc., is a Kentucky Corporation with principal offices located at 2000 Vince Road, Nicholasville, KY 40356, and is currently operating an automobile dealership in Nicholasville, Jessamine County, Kentucky under the assumed name Auto Plaza USA.

JURISDICTION AND VENUE

3. Jurisdiction and venue is proper in the Circuit Court of Fayette County pursuant to KRS 367.190 because Defendant's conduct occurred in part in Fayette County against consumers who are Fayette County residents. Defendant's registered agent is located in Fayette County, Kentucky.

STATEMENT OF FACTS

4. On information and belief, beginning in or around 2012 and continuing through 2016, Defendant performed over 1,400 motor vehicle sales and closings listing an incorrect tax due (hereinafter referenced as "Auto Sales"). During most if not all of these transactions, Defendant prepared numerous documents to be presented to the consumer, including a Buyer's Order which reflects the purchase price to be paid by the consumer as well as sales and usage taxes. Defendant collected such taxes from the consumer based on the Buyer's Order.

5. During this same period beginning 2012 to 2016 and during most if not all of these transactions, Defendant also created a separate document, known as an Affidavit of Total Consideration, which is the form sent to county clerks for tax collection purposes. The purchase price on this Affidavit of Total Consideration did not reflect the actual purchase price of the vehicle as paid by the consumer. (emphasis added). Defendant then used the price listed on the Affidavit of Total Consideration, which in most cases was significantly less, to calculate the sales or usage tax. Defendant then remitted the incorrect (and usually lower) tax amount. By so

doing, Defendant submitted or caused to be submitted false or misleading information to the KDOR for the consumer purchasers (hereinafter referenced as “Consumers”), by misstating the actual purchase price of the motor vehicles.

6. On information provided by KDOR, the discrepancy and underpayment caused by Defendant’s actions resulted in over 1,400 Consumers receiving usage tax delinquency notices. In over two hundred (200) instances, Consumers paid more tax to the Defendant than the Defendant paid to the county clerk, and thus when they received the tax delinquency notice from the KDOR they were being required to pay part of the same tax twice.

7. To date, the Commonwealth has received over one hundred (100) written complaints from consumers, beginning in or about March 2017. The consumers’ complaints state that they believed all taxes were included in the purchase price. See Consumer Affidavits, attached, incorporated and referenced herein as Exhibits 1-5. See also, Affidavit of Commonwealth Investigator Paul Wingate attached, incorporated and referenced herein as Exhibit 6. Auto Plaza collected these amounts while representing to Consumers that the taxes would be properly remitted. Consumers were provided with a Buyer’s Order at the time of sale. A provision contained within this Buyer’s Order provides:

The price of the motor vehicle quoted herein **includes any tax or taxes imposed by any governmental authority prior to or at the time of the order of such motor vehicle** unless expressly so stated, but the Buyer assumes and agrees to pay, unless prohibited by law, any taxes, except income taxes, imposed on or incidental to the transaction herein, regardless of the person having the primary tax liability.

See Exhibit 8, Auto Plaza Buyer’s Order (emphasis added).

8. Upon information and belief, Defendant’s actions caused the Consumers to incur additional unpaid usage tax liability totaling approximately \$465,000.

9. Upon information and belief, between 2012 and 2016, the Defendant charged each Consumer a documentation and customer service fee (hereinafter referenced as “Document Fee”) of approximately \$489.00. See Exhibit 7, Auto Plaza Buyer’s Order. Upon information and belief, based upon these charges Defendant collected a total of approximately \$685,000 from these Consumers as a Document Fee.

10. Notwithstanding the Consumers’ payments of these “documentation and customer service” fees, the Defendant failed to prepare and submit accurate documentation and information on behalf of the Consumers, and engaged in a pattern of unfair, false, misleading or deceptive conduct toward Consumers during these sales transactions.

CAUSES OF ACTION

COUNT I

VIOLATIONS OF THE CONSUMER PROTECTION ACT

Misrepresenting Actual Purchase Price and Tax Liability, Failing to Provide Accurate Consumer Auto Sales Information and Documentation Violates KRS 367.110, et seq.

11. The Commonwealth repeats, reiterates and incorporates by reference each and every allegation of the Complaint herein as if set forth here anew.

12. KRS 367.170(1) provides: “Unfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”

13. By engaging in the conduct set forth above, the Defendant has willfully engaged in unfair, false, misleading, or deceptive acts or practices in the conduct of trade or commerce within the Commonwealth in violation of KRS 367:170.

14. As a direct result of the Defendant’s violations of KRS 367.170, the Commonwealth is entitled to the entry of injunctive relief pursuant to KRS 367.190.

15. The Defendant's acts or practices, as described herein, were material to Consumers' decisions to purchase a vehicle, pay the document fees charged and pay usage taxes as set forth in the Buyer's Order.

16. By engaging in the aforementioned acts and practices, the Defendant engaged in unfair, false, misleading, and/or deceptive acts or practices in violation of KRS 367.170.

17. For each of Defendant's willful violations of KRS 367.170, the Commonwealth is entitled to recover a civil penalty of not more than two thousand dollars (\$2,000).

18. The Commonwealth is entitled pursuant to KRS 367.200 to recover restitution on behalf of Consumers for any money or property that was paid to Defendant as a result of conduct found to be unlawful under KRS 367.130 to KRS 367.300.

COUNT II

UNJUST ENRICHMENT

Consumers' Document Fees Unjustly Enriched the Defendant

19. The Commonwealth repeats, reiterates and incorporates by reference each and every allegation of the Complaint herein as if pleaded anew.

20. On information and belief, Defendant charged approximately 1,400 Consumers a fee of approximately \$489 for preparation of documents and customer services.

21. The documents submitted to the KDOR contained statements and representations that were false or materially misrepresented the purchase price paid by the Consumers.

22. The Defendant fraudulently, intentionally, willfully or recklessly made material misrepresentations to the KDOR regarding the purchase price of the vehicle.

23. The Defendant fraudulently, intentionally, willfully or recklessly made material misrepresentations to Consumers regarding the Consumers' tax liability.

24. By engaging in the conduct set forth above, the Defendant received unjust enrichment for each and every motor vehicle sale in which the purchase price was incorrect and the incorrect sales or usage tax was remitted by the Defendant. The Defendant charged approximately \$489 before interest or financing for services not performed. See Exhibits 1-7.

25. In equity and fairness, it is the Defendant and not the Consumers who should bear the cost for improper documentation.

26. The Commonwealth is entitled to recover damages from Defendant in an amount to be proven at trial for unjust enrichment.

REQUEST FOR RELIEF

WHEREFORE, the Plaintiff respectfully requests that this Court enter an Order as follows:

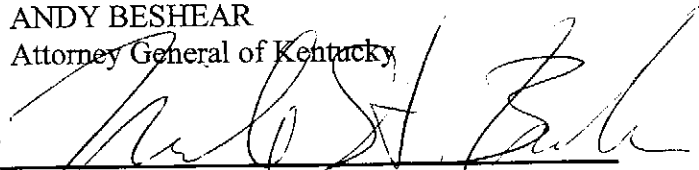
- A. Finding that Defendant committed willful violations of the Kentucky Consumer Protection Act, KRS 367.170;
- B. Permanently enjoining Defendant from committing false, misleading, deceptive and/or unfair acts or practices in relation to its sale of motor vehicles in the Commonwealth of Kentucky;
- C. Ordering Defendant to be pay restitution, pursuant to KRS 367.200, through the Attorney General to Consumers injured as a result of the Defendant's deceptive acts and practices, including, but not limited to Document Fees and any discrepancies in correct usage taxes, including any and all penalties assessed over and above the amount of tax due at time of sale;
- D. Awarding to the Attorney General civil penalties of \$2,000 for each willful violation of the Kentucky Consumer Protection Act pursuant to KRS 367.990(2);
- E. Awarding the Commonwealth's costs;
- F. Awarding prejudgment interest as permitted by law;

- G. Granting any other relief to which the Commonwealth is entitled or the Court deems appropriate and just;
- H. Revoking Defendant's license to do business in Kentucky pursuant to KRS 367.200; and
- I. For a trial by jury on all issues triable.

Respectfully Submitted,

ANDY BESHEAR
Attorney General of Kentucky

By: /s/


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Counsel for Plaintiff,
Commonwealth of Kentucky,
ex rel. Andy Beshear, Attorney General

AFFIDAVIT OF ILYA SHARAPOV

I Ilya Sharapov, having first been duly cautioned, do hereby depose and state as follows:

1. My name is Ilya Sharapov. I am over the age of eighteen years and have personal knowledge of the facts contained in this affidavit, and, if called, I could and would testify competently to them.
2. I live in Jessamine County, Kentucky, but at the time of purchase, I was a resident of Fayette County Kentucky. I am a Detective for the Lexington Police Department.
3. On or about March 10, 2014, I purchased a 2002 Isuzu Rodeo from Auto Plaza USA, located in Nicholasville, KY for a total of \$7,375.00. The price consisted of the sales price of the vehicle for \$6,688.50, the Documentation and Customer Services fee of \$489/00, the sales tax for \$138.00, and the Title, License, and Transfer Fee of \$59.50.
4. The vehicle was registered in Fayette County, Kentucky.
5. I believed the purchase price included all taxes owed, because of language contained in the contract and because of the sales tax silo in the Buyer's Order.
6. On or about March 2017, I received a tax delinquency notice from the Kentucky Department of Revenue for \$363.05. The amount included the unpaid tax liability of \$263.31, interest of \$47.04, and a penalty of \$52.70.
7. I paid the delinquency in full, minus the penalty that the Kentucky Department of Revenue waived.
8. After receiving the delinquency, I reached out to Auto Plaza and spoke with General Manager Tim Neace. Mr. Neace refused to fix the issue and denied any wrongdoing by the dealer.



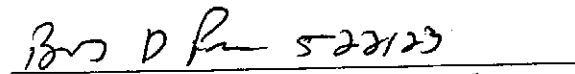
9. After speaking with Mr. Neace I requested a copy of the original title and the Application for Title/Affidavit of Total Consideration, which were submitted by Auto Plaza USA to the Fayette County Clerk.
10. Upon review of the document, I observed that the sales price of the vehicle was listed as \$2,300 instead of the actual sales price of \$6,688.50.

FURTHER AFFLIANT SAYETH NAUGHT.


Ilya Sharapov

STATE OF KENTUCKY
COUNTY OF FAYETTE

The foregoing was acknowledged, subscribed and sworn to before me on this 21ST day of July, 2017 by Ilya Sharapov.


NOTARY PUBLIC, State of Kentucky
My Commission Expires: 10-29-18

AFFIDAVIT OF TONI SPICER

I TONI SPICER, having first been duly cautioned, do hereby depose and state as follows:

1. My name is Toni Spicer. I am over the age of eighteen years and have personal knowledge of the facts contained in this affidavit, and, if called, I could and would testify competently to them.
2. I live in Fayette County, Kentucky.
3. On or about April 28, 2014, my husband and I purchased a 2006 BMW3 Series from Auto Plaza USA, which is located in Nicholasville, KY for a total of \$18,183.57. The purchase price included a Documentation and Customer Services Fee of \$489.00.
4. The vehicle was registered in Jessamine County, Kentucky.
5. My husband and I believed the purchase price included all taxes owed.
6. On or about February 2017, my husband and I received a tax delinquency notice from the Kentucky Department of Revenue for \$898.34.
7. My husband and I paid the delinquency in full.
8. After receiving the delinquency, I filed a complaint with the Better Business Bureau on May 9, 2017. A representative from Auto Plaza reached out and said they would like to resolve the situation and gave me a phone number to call. I called the number and left a message, but never heard back from anyone from Auto Plaza.

FURTHER AFFIANT SAYETH NAUGHT.



Toni Spicer

STATE OF Kentucky
COUNTY OF Franklin



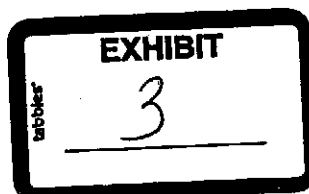
The foregoing was acknowledged, subscribed and sworn to before me on this 31 day of July, 2017 by Toni Spicer.

Paul M Wingate
NOTARY PUBLIC, State of Kentucky
My Commission Expires: 2/13/19

AFFIDAVIT OF PAUL HITCHCOCK

I Paul Hitchcock, having first been duly cautioned, do hereby depose and state as follows:

1. My name is Paul Hitchcock. I am over the age of eighteen years and have personal knowledge of the facts contained in this affidavit, and, if called, I could and would testify competently to them.
2. I live in Rowan County, Kentucky.
3. On or about August 20, 2015, I purchased a 2012 Mercedes-Benz C300, from Auto Plaza USA, which is located in Nicholasville, KY for a total of \$26,700.00.
4. The price included a Documentation & Customer Services fee of \$489.00.
5. The vehicle was registered in Jessamine County, Kentucky.
6. I believed the purchase price included all taxes owed, because representatives from Auto Plaza told me they would take care of it with the county clerk. In addition, the total purchase price on the contract included tax, title, and fees.
7. On or about March 2017, I received a tax delinquency notice from the Kentucky Department of Revenue for \$850.07.
8. I am in the process of paying the tax delinquency, by making monthly payments. In total, I need to pay \$721.91, because the Kentucky Department of Revenue reduce the penalties owed. I reached an agreement with the Kentucky Department of Revenue, where I would pay a minimum of \$100 a month until the balance is paid in full.
9. After receiving the delinquency, I reached out to Auto Plaza and spoke with Mike Whitaker a Sales Representative with dealership. He told me that he would speak with management about the issue. I was told someone would call me back, but no one ever did.




FURTHER AFFLIANT SAYETH NAUGHT.



Paul Hitchcock

STATE OF Kentucky
COUNTY OF Rowan

The foregoing was acknowledged, subscribed and sworn to before me on this 21st day of July, 2017 by Paul Hitchcock.

 ID#576612

NOTARY PUBLIC, State of Kentucky
My Commission Expires: 4.22.21

AFFIDAVIT OF JAMES JONES

I James Jones, having first been duly cautioned, do hereby depose and state as follows:

1. My name is James Jones. I am over the age of eighteen years and have personal knowledge of the facts contained in this affidavit, and, if called, I could and would testify competently to them.
2. I live in Jessamine County, Kentucky.
3. On or about September 27, 2014, I purchased a 2012 Dodge Charger from Auto Plaza USA, which is located in Nicholasville, KY for a total of \$21,557.00. The purchase price included a Documentation and Customer Services Fee of \$489.00.
4. The vehicle was registered in Jessamine County, Kentucky.
5. I believed the purchase price included all taxes owed.
6. On or about March 2017, I received a tax delinquency notice from the Kentucky Department of Revenue for \$654.04
7. I arranged a payment arrangement with the Kentucky Department of Revenue where I will pay this amount in full by August, 2017.

FURTHER AFFIANT SAYETH NAUGHT.


James Jones

STATE OF

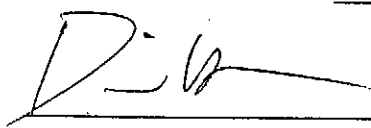
KENTUCKY

EXHIBIT

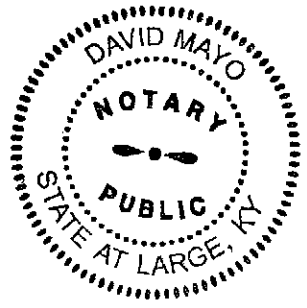
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COUNTY OF FAYETTE

The foregoing was acknowledged, subscribed and sworn to before me on this 28 day of July, 2017 by James Jones.



NOTARY PUBLIC, State of Kentucky
My Commission Expires: 06/17/2020

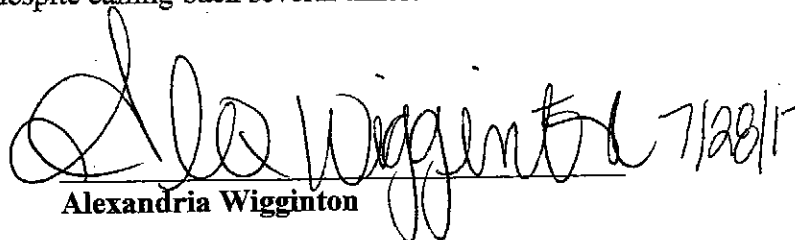


AFFIDAVIT OF ALEXANDRIA WIGGINTON

I Alexandria Wigginton, having first been duly cautioned, do hereby depose and state as follows:

1. My name is Alexandria Wigginton. I am over the age of eighteen years and have personal knowledge of the facts contained in this affidavit, and, if called, I could and would testify competently to them.
2. I live in Scott County, Kentucky.
3. On or about June 7, 2015, I purchased a 2006 Nissan Maxima from Auto Plaza USA, which is located in Nicholasville, KY for a total of \$9,500. The purchase price included a Documentation and Customer Services Fee of \$489.00.
4. The vehicle was registered in Scott County, Kentucky.
5. I believed the purchase price included all taxes owed, because at the closing I was told by representatives at Auto Plaza that everything including the taxes and title transfer were taken care of. Also, language in my contract indicates that the taxes were taken care of.
6. On or about March 2017, I received a tax delinquency notice from the Kentucky Department of Revenue for \$289.00. An amount that continues to accrue daily.
7. I am currently in the process of appealing this amount with the Kentucky Department of Revenue.
8. After receiving the delinquency, I reached out to Auto Plaza and was told to leave a message. I have not received a call, despite calling back several times.

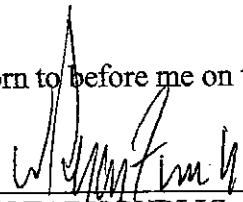
FURTHER AFFIANT SAYETH NAUGHT.


Alexandria Wigginton 7/28/17



STATE OF Kentucky
COUNTY OF Fayette

The foregoing was acknowledged, subscribed and sworn to before me on this 28 day of July, 2017 by Alexandria Wigginton.


10# 514602
NOTARY PUBLIC, State of Kentucky
My Commission Expires: 07/07/2018

AFFIDAVIT OF PAUL WINGATE

I, Paul Wingate, having first been duly cautioned, do hereby depose and state as follows:

1. My name is Paul Wingate. I am over the age of eighteen years and have personal knowledge of the facts contained in this affidavit, and, if called, I could and would testify competently to them.
2. I am employed as an Investigator for the Office of the Attorney General, Consumer Protection Division. The Office of the Attorney General has employed me since 1999.
3. My job responsibilities since 1999 include receipt, review, processing, and tracking of consumer complaints related to various businesses filed with the Office of the Attorney General. In addition, I am responsible for mediating consumer complaints regarding automobile dealerships.
4. In March 2017, the Office of the Attorney General began to receive complaints against Auto Plaza USA, which is located in Nicholasville, KY. The consumers received tax delinquency notices from the Kentucky Department of Revenue related to their motor vehicle purchases at Auto Plaza. The complaints suggest that the consumers believed that all taxes were paid at the time of the transaction.
5. After receiving these complaints, I checked with the Better Business Bureau and learned of other consumers that were dealing with the exact same issue.
6. The consumers are located in various parts of the state, including but not limited to Fayette, Anderson, McCreary, Jessamine, Scott, and Rowan.
7. The Office of the Kentucky Attorney General contacted the Kentucky Department of Revenue and learned of over 1,400 consumers who had purchased vehicles at Auto Plaza and had received tax delinquency notices.

EXHIBIT

6

8. Based on information received and reviewed from the Kentucky Department of Revenue and from consumers, it appears that Auto Plaza listed a higher sales price on the consumer's Buyer's Order, but a lower price on the Application for Title/Affidavit of Total Consideration. This discrepancy caused consumers to receive the tax delinquency notice.
9. Based on Consumer Buyer Orders that I have reviewed, it appears that Auto Plaza charged consumers a Documentation and Customer Services fee of \$489.00.
10. As of the date of this Affidavit, the Office of the Kentucky Attorney General has received over 50 complaints against Auto Plaza on this issue. I have also learned that the Better Business Bureau has received more than 25 complaints.
11. Some of the consumers that filed complaints with the Office of the Kentucky Attorney General submitted their Buyer's Order with their complaint. The Buyer's Order contains a provision which provides: "The price of the motor vehicle quoted herein includes any tax or taxes imposed by any governmental authority prior to or at the time of the order of such motor vehicle unless expressly so stated, but the Buyer assumes and agrees to pay, unless prohibited by law, any taxes, except income taxes, imposed on or incidental to the transaction herein, regardless of the person having the primary tax liability."

FURTHER AFFLIANT SAYETH NAUGHT.

Paul M Wingate
Paul Wingate

COMMONWEALTH OF KENTUCKY
COUNTY OF FRANKLIN

The foregoing was acknowledged, subscribed and sworn to before me on this 1st day of August 2017 by Paul Wingate.

Julie C. Cook #536424 6/22/2019
NOTARY PUBLIC, State of Kentucky
My Commission Expires:

TERMS AND CONDITIONS OF ORDER

The Order on the reverse side hereof is subject to the following terms and conditions which have been mutually agreed upon:

1. This agreement is not binding until signed by an authorized representative of the Dealer.
2. Verbal promises by salesmen are not valid. Any promises or understandings not herein specified in writing are hereby expressly waived by the Buyer. Said motor vehicle, accessories and extras to be delivered on the date specified or as soon thereafter as practicable subject to delays on account of fires, strikes, riot, war, shutdowns at Dealer's source, Dealer's inability to procure delivery from its source, or to other casualties or circumstances beyond Dealer's control, time of delivery in any event to be deemed extended correspondingly.
3. The price of the motor vehicle quoted herein includes any tax or taxes imposed by any governmental authority prior to or at the time of the order of such motor vehicle unless expressly so stated, but the Buyer assumes and agrees to pay, unless prohibited by law, any taxes, except income taxes, imposed on or incidental to the transaction herein, regardless of the person having the primary tax liability.
4. The price quoted in this Order is for immediate delivery, but if the tax imposed by any governmental authority should be changed by the governmental authority before the motor vehicle can be delivered to the Dealer, then this Order shall be construed as if the changed price was originally inserted herein. The Buyer agrees to take delivery and pay balance due within twenty-four (24) hours after being notified that motor vehicle is ready for delivery.
5. If the used vehicle traded in by the Buyer is not delivered to the Dealer at the time this Order is signed, or, if at the time of delivery, the said vehicle and/or its tires or equipment is not in the same condition as when appraised, then it is agreed that such used vehicle shall be re-appraised by the Dealer as of the time of such delivery, and the trade-in allowance for such used vehicle shall be the amount of such re-appraisal. If such re-appraisal value is lower than the original allowance shown on the reverse side hereof, Buyer, ma, if dissatisfied with such re-appraisal value, cancel this Order. Such right to cancel, however, must be exercised by Buyer prior to delivery of the motor vehicle covered by the Order and the surrender of the used motor vehicle traded in to the Dealer. They Buyer agrees to deliver the original Bill of Sale and the title to any used motor vehicle traded herein along with the delivery of such motor vehicle, and the Buyer warrants such used motor vehicle to be his property, free and clear of all liens and encumbrances, except as otherwise noted herein. The trade-in allowance shown in this order is the amount that the dealer agrees to allow providing the purchaser accepts delivery and completes the deal at the time agreed upon i accordance with the stipulated terms. In the vent of any disagreement over the value of the traded in the dealer with not be liable for any more than the wholesale market value, as determined by the wholesale figure as shown in the Kelly Blue Book or N.A.D.A. Book, less the estimated cost of reconditioning same.
6. If the contract balance on the used vehicle traded in should be more than the amount indicated on this Order, the Buyer agrees to pay the Dealer such excess in cash immediately upon demand, or, at his option, the Dealer may cancel this Order. Should the amount of such payoff be less than indicated on the Order, such difference shall be paid to the Buyer in cash.
7. The Buyer warrants that all taxes of every kind levied against the used vehicle traded in have been fully paid. Should any government agency levy or claim a tax lien or demand on or against such used vehicle, the Dealer may, at his option, pay the same and the Buyer agrees to pay the amount thereof immediately upon demand. If the used vehicle traded in is registered or licensed in any place other than the state of Kentucky, the Buyer agrees to immediately secure registration for such vehicle and to pay any and all expenses or registration fees incidental thereto. Should the dealer assume or be put to any expenses in connection with such registration, the Buyer will pay the Dealer the amount thereof on demand.
8. Title to the motor vehicle ordered herein and right to possession of the same, shall remain in the Dealer until the entire purchase price is fully paid in cash. No check shall constitute payment unless and until it is paid by the bank on which it is drawn when first presented.
9. It is expressly agreed that there are no warranties, express or implied, made either by the Dealer or the manufacturer on the motor vehicle, chassis, parts or accessories furnished hereunder, unless a separate written warranty is given by the Dealer to the Buyer at the time of sale. The Buyer must have a written guarantee in his possession to secure an adjustment.
10. No warranty or representation is made by the Dealer as to the extent such motor vehicle has been used, regardless of the mileage shown on the odometer of said used motor vehicle. The Dealer does not warrant the correctness of the year of manufacture or model of motor vehicle. The Buyer hereby agrees that he has verified the description of the motor vehicle to his own satisfaction, and that it is the motor vehicle which he desires to purchase, regardless of the extent to which such motor vehicle has been used or regardless of whether the description contained in the Order is correct or not. There is no warranty or representation as to the correctness of the description used.
11. This order is not assignable or transferable without the written consent of the Dealer. No change in the terms or conditions of this Order after execution by the Buyer can be made without the written consent of the Dealer.
12. The Buyer hereby guarantees that all statements made by him and set forth in this Order are true and correct, and that the Dealer may accept them as being true representations of existing facts.
13. Buyer hereby agrees to pay all attorney and court costs in the event that any legal action is necessary to enforce this agreement or any of the terms thereof.
14. If Buyer fails to perform all the terms and conditions of this Order, the Dealer may exercise any right or remedy given him by law in addition to all rights and remedies specified herein, and all such rights and remedies shall be cumulative and may be exercised at the Dealer's election.
15. Buyer agrees to accept vehicle and tires, subject to usage and wear resulting from the necessity of driving over land to the point of delivery.
16. Unless this Order shall have been cancelled by the Buyer in accordance with the provisions of paragraph 5 above, the Dealer shall have the right, upon refusal or failure of the Buyer to accept delivery of the motor vehicle hereunder, or the comply with the terms of this Order, to retain as liquidated damages any cash deposit made by the Buyer, 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 and losses the Dealer may incur or suffer as a result of the refusal or failure of the Buyer. This provision does not limit any other remedies the Dealer may have under the law against the Buyer for the Buyer's refusal or failure to accept delivery or to comply with the terms of this order.
17. CUSTOMER SERVICES: Consumer law covering the sale of a motor vehicle require the disclosure of all charges associated with the purchase. All vehicles retailed by our dealership have a charge which is pre-printed on the retail buyer's order. This charge covers a number of services which are provided to the purchaser by the dealer but not reimbursed by the manufacturer or others. Services any include: securing new titles or arranging to transfer titles, securing powers of attorney, obtaining lien recordings and releases, securing license plates (temporary and permanent), obtaining credit information, tracking lost titles, verifying personal checks and credit information, compliance with FIC disclosure laws, and notary fees.