



## Terms & Conditions – Sale Contract

1. **Vehicle(s) Sold "As Is":** Vehicles are sold as is. The vehicle may or may not be fit for use as a transport vehicle over the roads of Florida or any other intended use by the buyer and may require substantial repairs.
2. **Privacy:** The buyer gives consent to the seller to contact them in the future and to share information as necessary in the delivery, repair, licensing and requirements by governmental agencies.
3. **Late Charges and Returned Checks:** Charges are made on overdue accounts at the maximum allowed by law. Returned checks are charged at the current allowable by Florida law.
4. **Trade-In Vehicle:** Any vehicle traded in shall be equipped and in the same condition, other than reasonable wear and tear only, at the time of delivery to the seller, as it was at the date of this agreement. The buyer agrees to be responsible for any repairs or maintenance needed to maintain this condition until the delivery date. If the trade-in vehicle has been damaged between the date of this agreement and the delivery date, or is in need of repair, the seller may cancel this agreement and deduct any damages from the deposit or, if agreed, may reduce the amount of the trade-in allowance to compensate for the repairs needed. The buyer also agrees that they will be liable to compensate the seller for any loss suffered because of any misrepresentation by the buyer about the declared distance travelled, the declared prior use, or the condition of the vehicle traded-in.
5. **Warranties:** There are no warranties or representations given by the seller regarding the vehicle or affecting the buyer's rights or those of the seller, other than those contained in this agreement or set out in any applicable legislation or manufacturer's warranty.
6. **Taxes and Financing:** The buyer agrees to pay all applicable taxes. If an increase occurs, the buyer agrees to pay the seller an amount equal to any increase in taxes payable relating to the purchase of the vehicle, between the date of this agreement and delivery of the vehicle to the buyer. Should the amount of tax payable be reduced, the seller agrees to deduct this amount from the total amount owed by the buyer.
7. **Legal Ownership and Purchaser's Obligations:** Legal ownership of the vehicle shall not pass to the buyer until the entire purchase price has been paid in full. Until that time, the buyer agrees to:
  - a. Maintain insurance on the vehicle the seller as the named beneficiary in the event of a loss;
  - b. Not sell or transfer the vehicle to anyone else;
  - c. Not allow any lien or other interest to be taken in or against the vehicle;
  - d. Not allow the vehicle to be used in the commission of any illegal act; and
  - e. Reimburse the seller for any costs the seller may incur due to the buyer's failure to comply with any of (a), (b), (c), or (d), above.
8. **Credit Information:** The buyer authorizes the seller to obtain credit information on the buyer from any reporting agency or any credit grantor and to disclose credit information to any credit reporting agency or to any credit grantor with whom the buyer has financial relations.
9. **Security Interest:** If the entire amount owing by the buyer is not paid at the time the buyer takes delivery of the vehicle, or if any vehicle traded in by the buyer contains an encumbrance of any sort, so that clear title cannot be passed to the seller, the buyer grants the seller a security interest in the vehicle being sold up to the amount owing, and understands that the seller may register this interest with governmental agencies.
10. **Default in Payment:** If the buyer misses any payment due under this agreement, then the entire purchase price shall immediately become due and payable. The seller, or anyone assigned by the seller, shall then have the right to repossess the vehicle without notice to the buyer. On seven (7) days notice to the buyer by registered mail, sent to the last address known by the seller, the seller may resell the vehicle by private sale or public auction. The Seller shall have the right to make whatever repairs are deemed necessary to put the vehicle in adequate condition for resale. The buyer agrees to pay the seller the difference between the balance of the purchase price still owing by the buyer and the amount obtained on resale, as well as any expenses incurred by the seller in repossessing and reselling the vehicle.
11. **Cancellation of Agreement:** This agreement may not be cancelled by the buyer. If by mutual consent, the seller and buyer agree to cancel the contract, the seller shall return any deposit unless noted as non-refundable or vehicle traded-in as part payment of the purchase price. Should any vehicle traded-in by the buyer be sold prior to the mutual cancellation of this agreement, the seller agrees to pay the buyer the amount of the trade-in allowance shown on the agreement.
12. **Acceptance by Purchaser:** If the buyer refuses to take delivery of the vehicle when it is made available to the buyer, or on the delivery date specified in this agreement, the seller shall notify the buyer, by registered mail, sent to the last address last known to the seller, that the vehicle is available for delivery. If the buyer fails to take delivery of the vehicle within seven (7) days of signed receipt of this notice, or if the notice is returned to the seller unclaimed, the seller may resell the vehicle with no further notice to the buyer. When the seller resells the vehicle, the buyer agrees to pay the seller the difference between the agreed upon purchase price and the amount obtained on the resale, as well as any expenses incurred by the seller in reselling the vehicle. Any deposit or vehicle traded-in may be kept by the seller may be kept by the seller to apply against any loss suffered by the seller. If the loss is greater than the total of the amount paid as a deposit and the value of the trade-in, the buyer agrees to pay the difference to the seller. The seller agrees to provide the buyer with a detailed accounting of the resale and a list of expenses incurred. These expenses may include, but may not be limited to advertising, insurance, daily interest, etc. The seller shall maintain the right to use any legal means available to collect any sum owing by the buyer under this agreement.
13. **Assignment:** The seller may assign any or all of its rights, obligations, title and interest under this agreement. Subject to the foregoing, this agreement inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.
14. **Naming:** For the purposes of the agreement, Leslie Trailer Inc. dba Leslie Trailer Sales & Rentals is the 'seller' even when taking trades; the purchaser is referred to as the 'buyer'; the term 'vehicle' does, if the contact has multiple vehicles, mean each, every and all vehicles.
15. **Rentals:** For Rentals, see the Terms & Conditions for Rentals.