VEHICLE DELIVERY AGREEMENT

DATE:_____

Dealer _____

Address _____

City, St, Zip_____ Ph _____

Consumer _____

Address_____

City, St, Zip _____

Driver License #_____ Ph_____

This **"Spot Delivery Agreement"** is executed as a prelude to an exchange of ownership of the vehicle(s) described herein; subject to **Dealer** finding a lending institution willing to purchase the Retail Installment Contract or Retail lease Contract executed by the parties; based upon accurate credit information provided by the **Consumer**; with approval of the purchase of said Retail Installment Contract or Retail Lease Contract being the sole responsibility of the lending institution; and, this agreement is hereby incorporated by reference to all documents executed by dealer and consumer relating to the purchase of said vehicle(s), including, but not limited to, the Retail Purchase Agreement and the Retail Installment Contract or Retail Lease Contract.

Dealer agrees:

(1) That **Consumer** has a right to terminate the contract if the finance contract has not been funded within 25 days, or within 10 days after all the required documentation has been fulfilled by the **Consumer** (see item #5 of **"Consumer agrees"**), whichever is later;

(2) To retain in storage any trade-in vehicle until the sale is completed, and not expend any money on such trade-in vehicle except upon **Consumer's** signed approval of a specifically described work agreement and cost estimate;

(3) To provide **Consumer** with copies of the signed contract containing all relevant terms prior to delivery of the vehicle;

(4) That no detail or restocking fees will be charged to **Consumer** upon return of the vehicle; and,

(5) To pay off trade-in vehicle(s) within seven calendar days of funding of the contract.

Consumer agrees:

(1) To provide complete credit information as required by prospective lending institution(s);

(2) To pay the difference on the payoff of the trade-in vehicle if the payoff exceeds the amount stated on the loan contract;

(3) To provide funds to pay in full and satisfy any check that is written as a part of the vehicle sales agreement;

(4) To provide a certificate of title, clear of any liens and free of any salvage, rebuilt or insurance loss branding, to any vehicle offered in trade on this sales transaction, or else disclose in writing prior to executing this document that such is not the case;

(5) To promptly fulfill credit approval requirements of the financial institution, provided such documents are communicated to **Consumer** within 10 days of contract date; for example these could include such items as documentation of income and/or residency, telephone interview with a representative of the finance company, or other stipulations;

(6) To provide proof of insurance acceptable to **Dealer,** unless waived by **Dealer**;

(7) To execute, together with **Dealer**, a physical condition status report on any trade-in vehicle and the vehicle being delivered, prior to taking delivery, and upon return of vehicle to **Dealer**, to assume liability for restoring vehicle to its pre-agreement physical condition and for any mechanical damage that occurs as a result of abuse of the vehicle during the term of this agreement;

(8) To return vehicle within 24 hours of any verbal or written notice that the deal cannot be completed and that failure to do so gives **Dealer** the right of self help repossession with the reasonable cost of such action to be borne by **Consumer**;

(9) That if the vehicle is returned for any reason, **Consumer** will pay to **Dealer** the sum of thirty-five (35) cents per mile for miles driven in excess of fifty (50) miles per day during the term of this agreement; and,

(10) To be responsible for payments on the trade-in vehicle(s) prior to completion of the terms of this agreement, unless provided for otherwise by written agreement.

DISPUTE RESOLUTION: Any disputes about this agreement may be brought to the appropriate Motor Vehicle Commission under their respective complaint procedures.
Oklahoma New Motor Vehicle Commission 405-607-8227 www.oklahoma.gov/onmvc
Oklahoma Used Motor Vehicle, Dismantler & Manufactured Housing Commission 405-521-3600
www.oklahoma.gov/oumvdmhc

PURCHASED / LEASED VEHICLE CONDITION

VEHICLE IDENTIFICATION NUMBER

MILEAGE (NO TENTHS) |__|__|__|__|__|__|

Explain in REMARKS any damage to body, glass, or interior, as well as any missing parts or accessories, or other pertinent information.

REMARKS:_____

TRADE IN VEHICLE CONDITION REPORT

VEHICLE IDENTIFICATION NUMBER

MILEAGE (NO TENTHS) |__|__|__|__|__|__|

Explain in REMARKS any damage to body, glass, or interior, as well as any missing parts or accessories, or other pertinent information.

REMARKS:_____

I UNDERSTAND THE PURPOSE FOR SIGNING THIS SPOT DELIVERY FORM IS THAT, AS OF THIS DATE, MY LOAN HAS NOT BEEN APPROVED.

CUSTOMER'S Signature (Consumer)

DEALER'S Signature

This form has been approved for use in the Spot Delivery of Motor Vehicles and Powersport Vehicles