

**ADDENDUM TO RETAIL PURCHASE AGREEMENT  
Laramie County/KGA-CHEY, LLC**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and KGA-CHEY, LLC, 2200 Westland Road, Cheyenne, Wyoming 82001 (hereinafter, "CONTRACTOR").

**I. PURPOSE**

The purpose of this Addendum is to modify the Retail Purchase Agreements for the purchase of three (3) 2021 Ford F-150s, attached hereto as Attachments 'A,' 'B,' and 'C,' respectively, and fully incorporated herein (hereinafter "Agreement").

**II. PAYMENT**

COUNTY shall pay CONTRACTOR a sum not exceeding one hundred thirty nine thousand, nine hundred eighteen dollars (\$139, 918.00) as consideration for delivery of the items described in Attachments 'A,' 'B,' and 'C,' or upon submission of other documentation certifying such delivery. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

**III. MODIFICATIONS**

- A. Section 13 of the Agreement, *Limit on Damages*, is stricken and of no force and effect.

**IV. ADDITIONAL PROVISIONS**

1. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

2. Acceptance Not Waiver: COUNTY's acceptance or approval of the products furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for its obligations hereunder. COUNTY's payment for any of the products shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

3. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

4. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

5. No Indemnity: Each party under this Agreement is solely responsible for their own conduct, neither party agrees to indemnify the other.

6. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

7. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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**ADDENDUM TO RETAIL PURCHASE AGREEMENT  
Laramie County/KGA-CHEY, LLC**

Signature Page

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_  
Chairman, Laramie County Commissioners


Date \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Laramie County Clerk


Date \_\_\_\_\_

Vendor Name:

By:  \_\_\_\_\_  
Authorized Signature

Date 11-30-21

REVIEWED AND APPROVED AS TO FORM ONLY

By:  \_\_\_\_\_  
Laramie County Attorney's Office

Date 12/1/21

# ATTACHMENT

A

KGA-CHEY,LLC.  
 2200 WESTLAND RD  
 CHEYENNE, WY 82001  
 307-638-3335

CUST# 31322

**RETAIL PURCHASE AGREEMENT**

Deal Number: 1000610

Purchaser's Name(s): LARAMIE COUNTY Date: 11/30/2021

Address: 310 W 19TH ST CHEYENNE, WY 82001 County: \_\_\_\_\_

Telephone (1): 307-633-4513 Telephone (2): 307-637-8000 DOB: \_\_\_\_\_

E-mail: \_\_\_\_\_ D.L./State I.D.# \_\_\_\_\_ Issuing State: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR <b>2021</b>	MAKE <b>FORD</b>	MODEL <b>F-150</b>	COLOR <b>OXFORD WHITE</b>	STOCK NO. <b>MFD12592</b>
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VIN/SERIAL NO. <b>1FTFW1E89MFD12592</b>	ODOMETER READING <input type="checkbox"/> Not Accurate <b>5</b>	SALESPERSON <b>DAVID SUTHERLAND</b>
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THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> PRIOR LEASE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER
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<b>WARRANTY STATEMENT</b>	CASH PRICE OF VEHICLE	<b>43396.00</b>
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We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.	N/A	N/A
	FORD POWERTRAIN CARE	3310.00
	N/A	N/A
	N/A	N/A
	N/A	N/A

<b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.	N/A	N/A
	N/A	N/A
	N/A	N/A
	N/A	N/A
	N/A	N/A

We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.

<b>TRADE-IN VEHICLE INFORMATION</b>	N/A	N/A
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Year: <b>2003</b> Make: <b>GMC</b> Model: <b>SIERRA 1500</b> Color: <b>GREEN</b>	N/A	N/A
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VIN/Serial No.: <b>1GTEC14X33Z267966</b> Odometer Reading: <input type="checkbox"/> Not Accurate <b>124789</b>	N/A	N/A
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Trade-In Allowance: <b>100.00</b> Balance Owed & Lienholder:	N/A	N/A
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\*The Deposit/Down Payment received from you is not refundable, except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will refrain from selling the Vehicle for \_\_\_\_\_ days.

X _____ x <b>N/A</b>	TOTAL DUE	<b>46706.00</b>
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<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>	LESS DEPOSIT/DOWN PAYMENT*	N/A
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IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION  
 IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT

	LESS REBATE	N/A
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	LESS TRADE DIFFERENCE	<b>100.00</b>
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	LESS CASH DUE AT DELIVERY	N/A
	AMOUNT TO BE FINANCED (See Paragraphs 11 and 14)	<b>46606.00</b>

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser: \_\_\_\_\_ **11/30/2021** Accepted by Authorized Dealership Representative: \_\_\_\_\_ **11/30/2021**

Purchaser: N/A

## ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

Initial

1. **Terms Used In This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:
  - **Agreement** - Means all of the pages of this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself.
  - **You, Your** - Means the Purchaser(s) identified in this Agreement.
  - **We, Us, Our** - Means the Dealership that is identified in this Agreement and its Authorized Representatives.
  - **Manufacturer** - Means the company that manufactured the Vehicle.
  - **Vehicle** - Means the Vehicle that you are purchasing from us as described in this Agreement.
  - **Trade-In Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.
2. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
3. **Manufacturer's Design Changes:** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.
4. **Your Representations and Warranties:** You represent, warrant and affirm to us that (a) You are not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You confirm that we are relying on this representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if we suffer any loss or harm as a result of your breach of this provision, you agree to indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Deposit/Down Payment and any amounts due to us have been paid in full, any check given to us will be honored by your Bank, and that no part of the Deposit/Down Payment has been loaned to you by us or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) you are who you have represented yourself to be and you have purchased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to us.
5. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, rebuilt, flood, or lemon buyback vehicle; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; all emissions control equipment is on the vehicle and in satisfactory working order; and, unless you have told us otherwise, that you have not removed any equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.
6. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
7. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
8. **Remedies Upon Rightful Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you on the date specified or pursuant to Paragraphs 2, 7, or 14. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.
9. **Purchaser's Default and Dealership's Remedies:** In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (1) cancel this Retail Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph 9 shall be in addition to, and not in lieu of, any other remedies available under the Retail Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.
10. **Other Products and Services:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Amount to be Financed under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the Lender.
11. **Dealer Assisted Financing:** If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender. We do not make any representations or warranties regarding whether you obtained the best rate or could have obtained a better rate from us or a third party.
12. **GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF WYOMING.**
13. **LIMIT ON DAMAGES: TO THE EXTENT PERMITTED BY WYOMING LAW, PURCHASER EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**
14. **CONDITIONAL DELIVERY AGREEMENT/LIMITED RIGHT TO CANCEL:** You may secure financing for this transaction through us or a financial institution of your choice. If you have elected to secure financing through us, the provisions of the Conditional Delivery Agreement/Limited Right to Cancel will apply. You agree that we may immediately proceed to sell any Trade-In Vehicle, even if it is sold prior to the assignment of the Retail Installment Sale Contract to a financing institution. We may cancel this Agreement if: (1) you provide false or incomplete information regarding your creditworthiness; (2) your credit application is not approved by a financing source; or (3) your purchase is subject to the Conditional Delivery Agreement/Limited Right to Cancel and the Retail Installment Sale Contract is not accepted or approved by a financing source on terms acceptable to us.
15. **Entire Agreement and Signing Other Documents:** This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.

**KGA-CHEY, LLC.**  
2200 WESTLAND RD  
CHEYENNE WY 82001  
307-638-3335

DEAL#: 1000610  
STK#: MFD12592  
CUST#: 31322

## WE OWE - DELIVERY CONFIRMATION

Customer Name(s): LARAMIE COUNTY

Street Address: 310 W 19TH ST CHEYENNE WY 82001

Home Telephone: 307-633-4513 Cell Phone: \_\_\_\_\_ Email: N/A

Vehicle Description: 2021 FORD F-150 1FTFW1E89MFD12592  
Year Make Model Vehicle Identification Number (VIN)

Our Dealership has prepared this Delivery Confirmation to ensure your satisfaction with the vehicle and to make sure there are no misunderstandings between us with respect to the transaction. Representatives of this Dealership are not authorized to make any oral promises to you. If our Dealership has agreed to provide any goods and/or services with respect to the vehicle that have not been received at the time of delivery of the vehicle, those items must be listed below.

### DEALER OBLIGATIONS

I HAVE RECEIVED ALL OF THE PRODUCTS AND SERVICES PROMISED TO ME IN CONNECTION WITH THIS TRANSACTION AT THE TIME OF DELIVERY.

AS OF THE TIME OF DELIVERY, I HAVE YET TO RECEIVE THE FOLLOWING PRODUCTS AND/OR SERVICES PROMISED TO ME IN CONNECTION WITH THIS TRANSACTION:

N/A  
N/A  
N/A  
N/A  
N/A

Initials: \_\_\_\_\_

### CUSTOMER OBLIGATIONS

N/A  
N/A  
N/A  
N/A  
N/A  
N/A  
N/A

Initials: \_\_\_\_\_

By signing below, you are acknowledging that you had the opportunity to inspect the vehicle and found it free from any reasonably discoverable defects. You are also agreeing that you had the opportunity to review the entire transaction, that the Dealership has satisfactorily addressed any questions or concerns you had, and that nothing has been promised to you that has not been put into writing. If anything is listed above, please call the Dealership in advance to schedule a time to receive the products and/or services listed. This Delivery Confirmation Form is hereby incorporated by reference into the Retail Purchase/Retail Lease Agreement for this transaction.

**I hereby accept this Delivery Confirmation with the understanding that it is valid for only thirty (30) days from the date of issuance and that I must make an advance appointment with the service department before the above work can be performed.**

\_\_\_\_\_  
Customer Date 11/30/2021

  
Authorized Dealership Representative Date 11/30/2021

N/A  
Customer Date N/A

DAVID SUTHERLAND  
Salesperson Name 84954\*1\*KGC-FI

WYOMING MOTOR VEHICLE DEALER FORM  
\*\*TITLE RE-ASSIGNMENT\*\*ODOMETER STATEMENT\*\*VIN INSPECTION\*\*

2549602

Make FORD Yea 2021 Body PU Title No. \_\_\_\_\_ State \_\_\_\_\_  
Trim \_\_\_\_\_ VIN 1FTFW1E89MED12592 BASE/MSRP PRICE FOR NEW VEHICLES **\$ 42635.00**

DEALER REASSIGNMENT AND ODOMETER STATEMENT

PLEASE PRINT

PURCHASER(S) NAME LARAMIE COUNTY

OWNERS AGREE THAT TITLE WILL SHOW JOINT OWNERSHIP WITH SURVIVORSHIP

YES  
 NO

PURCHASER(S) ADDRESS 310 W 19TH ST CHEYENNE WY 82001

Amount of Lien \$ \_\_\_\_\_ Date of Lien \_\_\_\_\_

Name and Address Of Secured Party \_\_\_\_\_

FEDERAL AND STATE LAW require that you state mileage upon transfer of ownership. Failure to comply or providing a false statement may result in fines and / or imprisonment.

I, KGA-CHEY,LLC. state that the odometer now reads \_\_\_\_\_  
Transferor's Name (Seller)  
5 miles and to the best of my knowledge that it reflects the actual mileage of the  
Odometer reading (No Tenths)  
vehicle described herein, unless one of the following statements is checked.

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is not the actual mileage: WARNING - ODOMETER DISCREPANCY

I/WE do hereby certify and warrant that I/WE am/are the true and lawful owner of the vehicle described herein and further warrant that the liens and encumbrances noted hereon are the only liens and encumbrances against the vehicle herein described and hereby transfer and convey all rights, title and interest that I/WE have in the vehicle herein described to the described purchaser; and if the vehicle herein described is a mobile home, do hereby certify that all taxes due for the preceding and current year on the mobile home have been paid.

*NOTE - Effective 1/1/2021 the Federal odometer statement exemption is for vehicles with 20 years or more of service for vehicles of a model year of 2011 and newer. Vehicles with a model year of 2010 and older remain under the 10 years or more of service exemption.*

DEALER SIGNATURE [Signature] DATE 11/30/2021

PRINT NAME KGA-CHEY,LLC.  
(Dealership Name & Individual Signing for Dealer)

PRINT ADDRESS OF DEALER 2200 WESTLAND RD CHEYENNE WY 82001 DEALER # F02-12863  
(City, State, Zip)

Does this motor vehicle currently have or ever had a branded title? Yes  No  **N/A**

Has this motor vehicle been declared a total loss by an insurance company OR sustained 75% damage of actual cash value? Yes  No

REQUIRED

\*\*PURCHASER(S) SIGNATURE \_\_\_\_\_ LARAMIE COUNTY  
(ACKNOWLEDGMENT OF ODOMETER STATEMENT AND BRAND DISCLOSURE) \*\*PRINT NAME (REQUIRED)

VEHICLE IDENTIFICATION STATEMENT

I HAVE PERSONALLY INSPECTED THE VEHICLE IDENTIFICATION NUMBER DISPLAYED ON THE DESCRIBED VEHICLE IN WYOMING. The information entered by me is correct, according to my personal inspection, and subject to the penalties of perjury.

SIGNATURE [Signature] DATE 11/30/2021

DEALER LICENSE NO. F02-12863 DEALERSHIP NAME KGA-CHEY,LLC.

NOTARY SEAL

NOTARY OF DEALER'S SIGNATURE

\_\_\_\_\_ APPEARED BEFORE ME IN THE STATE OF WY  
COUNTY OF LARAMIE THIS 30 DAY OF Nov, 21

NOTARY PUBLIC SIGNATURE \_\_\_\_\_

COMMISSION EXPIRATION DATE \_\_\_\_\_

PURCHASER'S APPLICATION

I hereby swear and affirm under penalty of perjury that All information on this application for CERTIFICATE OF TITLE is true and correct and that I am lawfully applying for Wyoming Title. I further warrant that said vehicle is owned by me (us) and is subject to the liens shown and none other.

SIGNATURE OF PURCHASER(S) \_\_\_\_\_

SIGNATURE OF PURCHASER(S) N/A





# Wyoming Sales/Use Tax Statement for Motor Vehicle Sales

Wyoming Dept of Revenue  
Excise Tax Division  
122 W. 25th Street, 2W  
Cheyenne, WY 82002-0110  
DEAL# 1000610  
CUST# 31322  
Phone: 307-777-5200 Fax: 307-777-3632

### Purchaser's Information:

### Seller's Information:

Purchaser's Name <b>LARAMIE COUNTY</b>			Phone Number			Seller's Name <b>KGA-CHEY,LLC.</b>			Phone Number <b>307-638-3335</b>		
Principal Place of Residence - Street or Other Address <b>310 W 19TH ST</b>						Street or Other Address <b>2200 WESTLAND RD</b>					
City <b>CHEYENNE</b>		State <b>WY</b>		Zip Code <b>82001</b>		City <b>CHEYENNE</b>		State <b>WY</b>		Zip Code <b>82001</b>	

### Purchased Vehicle's Description:

Year <b>2021</b>		Make <b>FORD</b>		Model <b>F-150</b>		Trim	
Vehicle Identification Number (VIN) <b>1FTFW1E89MFD12592</b>				Manufacturer's Suggested Retail Price (MSRP)		Date of Purchase <b>11/30/2021</b>	

### Trade- In Vehicle's Description:

Year <b>2003</b>		Make <b>GMC</b>		Model <b>SIERRA 1500</b>		Trim	
Vehicle Identification Number (VIN) <b>1GTEC14X33Z267966</b>				Name on Title			

### Tax Computation:

1. Total sales price .....	<b>1</b>	<b>43396.00</b>
2. Less trade-in allowance .....	<b>2</b>	<b>100.00</b>
(a) Leased vehicle's buyout amount on trade-in value <input style="width: 100px;" type="text"/>		
3. Less manufacturer's rebate assigned to dealer at time of sale .....	<b>3</b>	<b>N/A</b>
4. Tax base (Line 1 minus Lines 2 and 3) .....	<b>4</b>	<b>43296.00</b>
5. Total estimated sales tax due (Line 4 times tax rate of <u>6</u> %) .....	<b>5</b>	<b>2597.76</b>

### Instructions:

- **Manufacturer's Suggested Retail Price** (MSRP) is based on the year, make, model and trim level only. Additional options (such as sunroof, AC, power seats, etc.) should not be added to this figure.
- **Trade-In Vehicle's Title** must already be in purchaser's name to reduce sales/use tax due on purchased vehicle.
- **"Total Sales Price"** must include all costs incurred by the vendor or seller prior to the retail sale, i.e. incoming freight, accessories, documentary fees, preparation & handling, and standard warranties. These items are a component of the cost of goods sold. Total sales price does not include costs incurred after the retail sale, i.e. outgoing freight, titling and licensing fees and extended warranties.
- **Leased vehicles** may not be used as the trade-in allowance unless the leased vehicle's buy-out option has been exercised, the title has been transferred to the purchaser, and the sales/use tax on the buy-out amount has been paid.
- **Line 5 must be completed identifying the estimated tax the purchaser can expect to pay based on the Principal Place of Residence.**
- **Payment of the sales/use tax must be made within 65 days of the date of purchase.**
- Penalty for late payment is 10% of the tax due, with a minimum penalty of \$25
- Interest on late payment is 1% of the tax due per month or fraction thereof.

**SIGN  
HERE**

Signature of Seller

Signature of Purchaser or Agent of Purchaser

**11/30/2021**  
Date

# NATIONAL VEHICLE SERVICE CONTRACT APPLICATION, TERMS & CONDITIONS

(Excludes Medium Duty, Incomplete and Diesel EngineCARE plans)



Vehicle Identification Number ("VIN") (17 Digits) 1FTFW1E89MFD12592			Signature Date 11/30/2021	Warranty Start Date 11/30/2021	<b>FBA/L-CPO Upgrade Plans</b> <input type="checkbox"/> FBA (Gold) <input type="checkbox"/> FBA (Blue) <input type="checkbox"/> L-CPO
Internet Sale <input type="checkbox"/>	IPP <input type="checkbox"/>	IPP Term	Current Mileage 5		
<b>Surcharges:</b> <input type="checkbox"/> 12 Months/12,000 Miles <input type="checkbox"/> Snowplow <input checked="" type="checkbox"/> Commercial Use <input type="checkbox"/> 36 Months/36,000 Miles (Ford Competitive Make) or 48 Months/50,000 Miles (Lincoln Vehicles) <input type="checkbox"/> Specialty - Emergency (Fire, Ambulance, Police [Non-Ford], Limo, Livery, Shuttle, Tow Truck)					<b>Non-CPO Wraps</b> <input type="checkbox"/> Powertrain

- New Plan Coverage:** (Coverage begins at Warranty Start Date and Zero Miles)
- Core or FBA Gold (Ford) Upgrade - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE (Standard Deductible is \$100)
  - L-CPO (Lincoln) - PremiumCARE (Standard Deductible is \$100)
  - PowertrainCARE Wraps - (Standard Deductible is \$100)
  - LeaseCARE - New PremiumCARE with Wear Items (Standard Deductible is \$0)
  - RentalCARE - (Standard Deductible is \$0)
- Used Plan Coverage:** (Coverage begins at Signature Date and Current Miles)
- Core - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE (Standard Deductible is \$100)
  - FBA(Blue) Upgrade (3 months/4,000 miles) - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE (Standard Deductible is \$100)

PLAN COVERAGE	Deductible	Plan Term		Plan Expiration - (Earliest of)		Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
		Month	Mileage	Date	Mileage			
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used								
PowertrainCARE	\$100	96	150000	11/30/2029	150000	3310.00	0.00	\$3310.00

Options     Enhanced Rental     Pick Up & Delivery     Key Services Delete     Interior/Exterior Lighting Delete     First Day Rental Delete

## DISCLOSURE INFORMATION:

**THIS IS NOT AN INSURANCE CONTRACT. THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.** I acknowledge receipt of a complete copy of this Application and Terms and Conditions (the "Agreement") at signing and agree to all the terms and conditions. I agree to maintain the covered vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.

## SERVICE CONTRACT HOLDER/PURCHASER

Name Laramie County	
Signature (Not Valid without Signature) Laramie County	Signature Date 11/30/2021
Address (City/State/Zip Code) 310 West 19th St Cheyenne WY 82001	
Customer's E-Mail Address	
Service Contract Lienholder Name	

## DEALERSHIP INFORMATION

Dealership Signature David Sutherland	
Dealer Name Ken Garff Ford Cheyenne	Telephone No
Address (City/State/Zip Code) 2200 Westland Road Cheyenne WY 820013330	
Employee Stars Id 0 0 0 9 3 1 1 5 2	P&A Code 0 0 7 0 0

## TERMS AND CONDITIONS

### 1A. INTRODUCTION & PARTIES (FORD MOTOR SERVICE COMPANY):

All service contract obligations, including the Application (this "Agreement") are between Ford Motor Service Company, the Service Contract Provider (hereinafter referred to as "We", "Us" or "Our") and the Service Contract Holder (hereinafter referred to as "You" or "Your"). You may contact Us at the following address:

Ford/Lincoln Protect Headquarters  
P.O. Box 6045  
Dearborn, Michigan 48121  
Toll-free number 800-521-4144

**FULL FAITH AND CREDIT STATEMENT:** In all states except as provided in 1B and 1C below, all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Service Company and are not guaranteed under a service contract reimbursement policy.

**1B. INTRODUCTION & PARTIES (FORD MOTOR COMPANY):** If You live in ND, NE, or WA, and Your vehicle is a Ford, Lincoln or Mercury, all service contract obligations under this Agreement, are between Ford Motor Company, the Service Contract Provider (hereinafter referred to as "We", "Us", or "Our") and the Service Contract Holder (hereinafter referred to as "You or "Your"). You may contact Us at the address listed above in 1A

**FULL FAITH AND CREDIT STATEMENT:** In 1B, all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Company.

**1C. INSURED AGREEMENT STATEMENT:** In the states of IA, IN, MD, ND, NE, WA and WI, all service contract obligations on Competitive Make Products are fully insured and guaranteed by a policy of contractual liability insurance or service contract reimbursement insurance. The policy is issued by:

The American Road Insurance Company  
P.O. Box 6045  
Dearborn, Michigan 48121  
Toll-free number: 800-233-5819

**1D. INSURER GUARANTEE:** In the states of IA, IN, MD, ND, NE, WA and WI, Our obligations are guaranteed under a service contract reimbursement insurance policy (policy # 81-3101-2021-001) issued by The American Road Insurance Company, which is identified in Section 1C of this Agreement. If We do not provide, or reimburse, or pay for, a service that is covered by this Agreement within sixty (60) days after You file a claim and provide Us proof of loss, or if We become insolvent or otherwise financially impaired, or issue a refund under this Agreement, You may file a claim directly with The American Road Insurance Company using the contact information listed in Section 1C. Any claim You file under this Agreement with The American Road Insurance Company will be subject to the exclusions, deductibles, and limitations set forth in this Agreement.

**1E. ADMINISTRATORS:** We use the following Administrators in all states except Florida and Utah:

Percepta Philippines (TX Lic. #SCP(a)-172)  
Percepta LLC (TX Lic. #SCP(a)-171)  
P.O. Box 6045  
Dearborn, Michigan 48121  
Toll Free Number: 800-233-5819

**2A. ENTIRE AGREEMENT:** This Agreement, which includes the Application, is the complete and exclusive statement of the agreement and understanding between You and Us regarding the extended service contract and related benefits for Your vehicle.

**2B. WHEN COVERAGE BEGINS AND ENDS: For NEW PLAN AGREEMENTS,** Coverage begins at the New Vehicle Limited Warranty

Start Date and Zero Miles. Coverage ends at the earliest of the Number of Months Purchased or the Number of Miles purchased from the New Vehicle Limited Warranty Start Date or Zero Miles. **USED PLAN AGREEMENTS ON ELIGIBLE FORD, LINCOLN OR MERCURY VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF PURCHASE,** Coverage begins at the Signature Date and Current Mileage. Coverage **ENDS** the earlier of the Number of Months Purchased or the Number of Miles Purchased from the expiration of the New Vehicle Limited Warranty.

**USED PLAN AGREEMENTS ON ELIGIBLE FORD, LINCOLN OR MERCURY VEHICLES THAT HAVE NO NEW VEHICLE LIMITED WARRANTY REMAINING AND ELIGIBLE USED COMPETITIVE MAKE VEHICLES (REGARDLESS OF WARRANTY STATUS),** Coverage **BEGINS** at the Signature Date and Current Mileage. Coverage **ENDS** at the earlier of the Number of Months Purchased or the Number of Miles Purchased from the Signature Date and Current Mileage.

**3. DEFINITIONS:** In this Agreement, the following capitalized terms have the meanings assigned to them:

**Branded Vehicle** means a vehicle that has a valid certificate of title that indicates: (i) a salvage title, (ii) that the vehicle was stolen or (iii) that an insurance carrier insuring the vehicle determined that the physical damage to the vehicle exceeded the value of the vehicle.

**Commercial A** vehicle is employed in a "Commercial Use" and subject to applicable surcharge if:

- it is used primarily for business purposes, or for government purposes, including by an individual or multiple drivers of any government agency or municipality;
- it is used in a farm, delivery, or construction business;
- it is designated by the selling Dealer as a vehicle for "Commercial Use" when the sale is reported to the vehicle's manufacturer as a Commercial unit

**Competitive Make Vehicle** means any vehicle other than a Ford, Lincoln, or Mercury vehicle.

**Disappearing Deductible** means a deductible option under which there is no deductible charged for each Eligible Repair Visit when repairs or services are performed by the Selling Dealer.

**Emergency Repair** means necessary service or repair to an inoperable Vehicle at a dealer or repair provider other than a Ford or Lincoln dealership due to covered Failure

**Failure** means a cessation of normal mechanical or electrical functioning of the Vehicle components covered by this Agreement that arise from defects in materials or workmanship or caused by normal wear and tear covered by this Agreement

**Ford Blue Advantage (FBA) Upgrade Coverage** means core coverage purchased for an additional price providing additional component coverage with longer term and/or mileage benefits on Ford (Gold or Blue) and Competitive Make vehicles (Blue only).

**Internal Lubricated Parts** means parts within the engine block that are part of the reciprocating/moving assembly including crankshaft, camshaft, pistons, connecting rods, valve train components (i.e. valves, springs, keepers, rockers, lash adjusters, tappets/lifters, piston rings, oil pump, oil pressure regulator and piston wrist pins).

**L-CPO (Lincoln) Upgrade Coverage** means PremiumCARE coverage purchased for an additional price providing longer term and/or mileage coverage on Lincoln vehicles.

**New Vehicle Limited Warranty** means the manufacturer's original limited bumper-to-bumper warranty covering a new Vehicle or the parts and components of the new Vehicle.

**Retail Value of the Vehicle** means the retail value of the Vehicle at the time immediately prior to the breakdown requiring repair or service, as determined by "National Auto Dealers Association

## TERMS AND CONDITIONS

(N.A.D.A.) Guide” or other nationally published vehicle valuation guide, taking into consideration the location, mileage and condition of the Vehicle.

**Scheduled Maintenance Services** means all scheduled maintenance services at the service intervals listed in the Scheduled Maintenance Guide for the Vehicle, including adherence to the normal or severe duty mileage and time requirements depending on vehicle usage.

**Selling Dealer** means the authorized Ford or Lincoln dealership that sold the service contract represented by this Agreement.

**Signature Date** means the date You signed the Application to this Agreement.

**Snowplow** means any new or used F-150 (except 2011-2012 model years), F-250, F-350, F-450 or equivalent Competitive Make pickup truck that is factory equipped with a Snowplow Prep Package and used to plow snow.

**Warranty Start Date, for the New Vehicle Limited Warranty,** means the date on which the Vehicle was placed into original service.

**Wear Items** means coverage for brake pads and linings, clutch disc, spark plugs, engine belts, coolant hoses, hose clamps and o-ring seals, wiper blades and shock absorbers/struts replaced due to normal wear and tear, not as part of a scheduled maintenance interval.

#### 4. DEDUCTIBLES:

##### STANDARD DEDUCTIBLES

If You elected coverage with a Standard Deductible or Optional Deductible, We will charge You that deductible for each Eligible Repair Visit, regardless of the number of Failures to be repaired.

##### OPTIONAL DEDUCTIBLES

Deductible options are not available on LeaseCARE and RentalCARE Coverages. The \$0 Deductible Option is not available on Used Core Plan Coverages.

**5. WHAT THIS AGREEMENT COVERS:** Subject to the deductibles, exclusions and other limitations in this Agreement and depending on the Plan Coverage You elected, We will either: (a) repair or replace covered Failures (including parts, labor costs and applicable taxes) or (b) reimburse You in the event of an Emergency Repair. We have the right to review the requested repair or inspect the Vehicle prior to authorizing any repair or reimbursement.

##### 5A. COVERED ITEMS - “PowertrainCARE”

If You elected PowertrainCARE, the following items are covered Coverages.

**Engine** - Cylinder block and Internal Lubricated Parts, seals and gaskets, the cylinder heads, manifold (Exhaust, Intake and bolts), factory installed turbocharger/ supercharger units, timing chain (gears or belt), flywheel, valve covers, oil pan, timing chain cover, oil pump, water pump, thermostat, thermostat housing.

**(EXCEPTIONS: FUEL INJECTION COMPONENTS ARE NOT COVERED)**

**Transmission** - Transmission case and all internal parts including torque converter and transfer case (all internal parts), seals, gaskets and transmission control module

**Front-Wheel Drive** - Front drive housing and Rear Axle Housing for AWD (including all Internal parts), universal and constant velocity joints, axle shafts, locking rings (four-wheel drive vehicles), seals and gaskets, and automatic front locking hubs (four-wheel drive).

**Rear-Wheel Drive** - Drive axle housings and Front Axle Housing for 4X4 (including all Internal parts), universal and constant velocity joints, axle shafts, seals and gaskets, and driveshafts.

##### 5B. COVERED ITEMS - “BaseCARE”

If You elected BaseCARE, You have PowertrainCARE coverage and coverage for the following additional items:

**Odometer and Speedometer** - odometer and speedometer, including all cables and connectors.

**Engine** - Metal fuel lines, harmonic balancer and bolt, and diesel injector pump.

**Steering** - Power steering pump, cooler and metal lines, couplings, seals and gaskets, manual and power steering gear housing and all internal parts, including linkages, control valve, column lock (tilt wheel), pulley assembly for power steering pump, and the idler arm (excluding Power Steering Control Module).

**Front Suspension** - MacPherson struts, Upper and lower control arms, stabilizer bar, linkage and bushings, tie rods, kingpins and bushings, spindle and spindle supports, and front axle I-beam.

**NOTE: This coverage includes only the items listed in this paragraph and does not include either frontend alignments or wheel balancing, unless the repair to such items is required in connection with the repair of a Failure.**

**Brakes** - Master cylinder, calipers and wheel cylinders, combination valve, all metal lines and fittings, power brake booster, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, brake pedal shaft, brake chambers, air brake compressor, air brake foot valve, air brake quick release valve, air brake modulator relay valve, and air brake parking brake dash valve.

**NOTE: This coverage includes only the items listed in this paragraph and does not include brake drums, rotors, linings or pads, unless the repair to such items is required in connection with the repair of a covered Failure.**

**Air Conditioning** - Compressor, condenser (excluding integral transmission cooler), evaporator, A/C compressor head, A/C compressor clutch switch, A/C clutch and clutch bearings, compressor seals, pulley and field coil.

**Electrical** - Alternator, starter motor, voltage regulator, manually operated electrical switches, ignition switch, wiper motors, electronic ignition module, radiator fan relay, fuel pump, starter motor solenoid, wiring harnesses (excluding spark plug wires), and electrical components of a heated back glass. **NOTE: Heated back glass coverage is for electrical components only and does not include general glass damage or breakage.**

##### 5C. COVERED ITEMS - “ExtraCARE”

If You elected ExtraCARE, You have PowertrainCARE and BaseCARE coverage and coverage for the following additional items:

**Engine** - Flywheel ring gear, diesel lift pump and gas and diesel fuel injectors.

**High Tech** - Automatic temperature control, air conditioner accumulator, heater blower motor, heater control assembly, heater core assembly, radiator (excluding integral transmission cooler), radiator fan, radiator fan clutch or motor, ETA pump hose assembly, electronic instrument cluster (excluding the dash pad, clock, audio and visual equipment), keyless entry system (excluding door handles), power seat motors, power window motors and regulators, power antenna, power door locks (excluding door handles and electronic key fobs), power door lock retainer clip, cruise control components, anti-lock brake module and sensor, electronic air suspension (excluding air-lift bags), engine mounts, transmission vacuum module and mounts, and transmission module, distributor cap and rotor, fuel tank and lines, diesel injectors and line.

##### 5D. COVERED ITEMS - “PremiumCARE”

If You elected PremiumCARE, all Failures are covered EXCEPT for those items excluded in the Provision titled: “WHAT IS NOT COVERED BY THIS AGREEMENT.”

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### 5E. COVERED ITEMS - "LeaseCARE"

If you elected LeaseCARE, You have PremiumCARE coverage with Wear Items.

### 5F. COVERED ITEMS - "Powertrain Wrap Coverage"

If You elected Powertrain Wrap Coverage, You have new PremiumCARE coverage for all components **except components covered under PowertrainCARE**. Powertrain Wrap Coverage applies only to the original Service Contract Holder for the selected coverage and is not transferable to any subsequent vehicle owner.

### 5G. COVERED ITEMS - "RentalCARE"

If You elected RentalCARE coverage, We will reimburse You for the actual charges up to \$35 per day (including tax) on Ford and Competitive Make vehicles and \$45 per day (including tax) on Lincoln vehicles (\$72 per day on Aviator, MKT, Navigator) that You incur to rent a motor vehicle for up to (3) days while Your Vehicle is being repaired as long as the service or repair is: (1) covered under the terms of this Agreement (2) covered by the New Vehicle Limited Warranty or (3) the result of a manufacturer's recall or customer satisfaction program and (4) the vehicle is rented from a Ford or Lincoln dealership or other commercial agency that rents or leases motor vehicles as its principal business. To determine the (3) day rental coverage period, the first day of coverage is the day You deliver Your Vehicle for repair or service. If You elected RentalCARE Coverage with a plan term beyond the 3 years or 36 months from the New Vehicle Limited Warranty, You will receive component coverage under our PremiumCARE plan upon expiration of the earlier of 3 years or 36 months from the New Vehicle Limited Warranty, for the additional plan term You selected.

### 6. ADDITIONAL BENEFITS

**6A. ROADSIDE ASSISTANCE COVERAGE** - For questions or inquiries, You should address correspondence to Ford/Lincoln Roadside at P.O. Box 9145, Medford, MA 02155. Roadside Assistance includes: (i) Roadside Assistance Items, (ii) Emergency Travel Expense Reimbursement, and (iii) Destination Assistance. The Roadside Assistance benefits provided under this Agreement are available from Ford/Lincoln Roadside 24 hours a day, 7 days a week.

To request roadside assistance or for customer inquiries, call Ford Roadside at 800-241-3673 or Lincoln Roadside 800-521-4140.

Service providers who provide Roadside Assistance are independent contractors and not employees, agents or representatives of Ours or of Our subcontractors.

**1. ROADSIDE ASSISTANCE ITEMS COVERED:** Roadside Assistance provides coverage of up to \$100 in benefits for the following items (including the cost of the service call and labor costs for services performed at the site of the disablement): (a) lock-out assistance; (b) flat tire changes; (c) battery jump starts (electric Vehicle's main power cell batteries are not included in this coverage); (d) out of fuel assistance, which provides the delivery of gasoline or diesel fuel to You, including the cost of up to 2 gallons of fuel (5 gallons of diesel fuel for diesel engine vehicles), provided that coverage is limited to 3 "no charge" service calls during a 12 month period; (e) towing, when the Vehicle is disabled, provided this coverage is limited to one tow per disablement; and (f) winching, when the Vehicle requires standard service from a paved or country maintained road, and not for recoveries.

**ITEMS NOT COVERED:** Roadside Assistance does not provide coverage for: (a) replacement parts, (b) gasoline or diesel fuel (except as otherwise provided herein), (c) tire repair, (d) rental of towing equipment, (e) storage fees; (f) fees for labor performed at a garage or service facility; or, (g) any "out of fuel" service request if the Vehicle is located at Your residence or an operating

commercial fueling station; (h) impound towing or towing by a person other than a licensed service station or garage; (i) the assistance of any private parties or (j) alternative fuel (such as compressed natural gas or liquid propane gas). WHEN YOU CALL FOR SERVICE, YOU WILL BE CONNECTED WITH THE DISPATCHER AND A SERVICE VEHICLE WILL BE SENT TO YOUR LOCATION. PLEASE PROVIDE THE DISPATCHER WITH: 1) Your name, address and the VIN; 2) the exact location of the Vehicle; and 3) the nature of Your emergency.

**LIMIT OF LIABILITY:** If You prefer to arrange Your own roadside assistance or towing, We will reimburse You up to \$100 per disablement for the expenses You actually incur, provided that within twenty (20) days of the disablement You send a written request for Roadside Assistance benefits that includes a statement of Your loss and the original receipts for Your expenses to Ford or Lincoln Roadside at the address or email address shown herein.

**2. EMERGENCY TRAVEL EXPENSE REIMBURSEMENT** - If Your Vehicle is disabled 100 or more miles from Your residence (according to Ford Roadside records) as a result of a collision or a mechanical Failure covered by this Agreement or the New Vehicle Limited Warranty, We will reimburse You up to \$1000 for the actual Emergency Travel Expenses You incur within the first 5 days following the disablement.

**3. DESTINATION ASSISTANCE** - If the Vehicle is disabled because of a collision or Failure covered by this Agreement or a New Vehicle Limited Warranty and You require transportation to Your destination, We will reimburse Your transportation costs up to \$75. To receive reimbursement expenses under EMERGENCY TRAVEL EXPENSE REIMBURSEMENT and DESTINATION ASSISTANCE, within twenty (20) days of the disablement, You must send to Ford/Lincoln Roadside at the address shown here-in a written request for benefits that includes: (i) a statement of Your loss; (ii) the original receipts for Your expenses; (iii) a copy of the accident report filed with the state or local police (if the disablement is caused by a collision); (iv) a copy of the repair order indicating the service or repairs performed under this Agreement or the Vehicle(s) New Vehicle Limited Warranty (if the disablement is due to a Failure).

**4. TOWING REIMBURSEMENT** - If towing is necessary because a Failure occurs or services provided by Your coverage are required, Ford or Lincoln Roadside will pay the towing if the Vehicle is towed to the Selling Dealer or other Ford or Lincoln Motor Company franchised dealer. The amount of the cost to be reimbursed will depend upon the coverage You select in the Application. The towing reimbursement is limited to \$100 per incident on all Ford and Lincoln vehicles up to E, T, and F-250 vehicle series and \$200 per incident on E, T, and F-350 vehicle series and higher.

### 5. KEY SERVICES OPTION:

**5.1.A.** If You purchased the Key Services option and Your eligible vehicle keys and/or key fobs are lost, stolen, damaged or destroyed, You must return to Your selling dealer or other franchise dealer for replacement. The maximum benefit for Key Services will not exceed \$500 per year (including keys and fobs, labor charges, programming, registration, and taxes).

**5.2.B.** If You are a resident of CT, MA, PA, and WI, You will receive the Roadside Assistance Coverage and the key service described in this Section 6A as a motor club membership benefit at no additional charge to You. The motor club membership is provided for the benefit of Us by Cross Country Motor Club, Inc. in these States, except in WI where it is provided by Cross Country Motor Club of California, Inc. You may access Your membership brochure at <http://www.crosscountrymotorclub.com/fordlincolnkey-terms>.

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If you would like a copy mailed to you, contact Ford and Lincoln Roadside at 800-241-3673 and request a membership brochure. To receive Key Services coverage, You must return to Your selling dealer or other franchise dealer for key replacement.

**6B.1. RENTAL CAR REIMBURSEMENT:** For a covered Failure under this Agreement; the Manufacturer's Limited Warranty; or a Ford Motor Company Powertrain, Safety, Emissions coverage or recall/customer satisfaction program, You may be eligible for reimbursement of receipted expenses for a rental car or for alternate public transportation (including but not limited to Uber, Lyft, or other modes of public transportation). If you rent a vehicle, it must be from a Ford or Lincoln dealership or other commercial agency. If You meet all eligibility requirements set forth herein, We will reimburse You for vehicle rental charges or alternate public transportation costs You actually incur up to \$35 per day (including tax) on Ford and Competitive Make vehicles and \$45 per day (including tax) on Lincoln vehicles (\$72 per day on Aviator, MKT, Navigator) for up to 10 days (3 days for RentalCARE coverage plans) or until the repair is complete, whichever occurs first. Rental Car Reimbursement starts when the Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service and the vehicle is inoperable or continued operation would result in additional damage to the vehicle. Rental Car Reimbursement ends when the repair is completed.

**2. FIRST DAY RENTAL DELETE** - If You elect the First Day Rental Delete Option, an additional eligibility term for Rental Car Reimbursement is the Vehicle must be kept overnight by the repair facility because it was inoperable or would become inoperable due to continued operation.

**3. ENHANCED RENTAL OPTION:** If You elected to purchase Enhanced Rental Option, We will reimburse You for vehicle rental charges You actually incur up to \$60 per day (including tax). **Not available on Lincoln Aviator, MKT and Navigator.**

**6C. INTERIOR/EXTERIOR LIGHTING DELETE** - If You elect this option on PremiumCARE, Powertrain Wraps and LeaseCARE Coverages, You will not receive Interior/Exterior Lighting coverage for electrical failures on incandescent bulbs, halogen bulbs, High Intensity Discharge (HID) and LED lamp assemblies.

**6D. PICK UP & DELIVERY OPTION:** This option is available on New PremiumCARE, Ford Blue Advantage - GOLD PremiumCARE, L-CPO PremiumCARE for Lincoln vehicles and LeaseCARE Coverages on eligible vehicles with a covered Failure under this Agreement; the Manufacturer's Limited Warranty; or a Ford Motor Company Powertrain, Safety, Emissions coverage or recall/customer satisfaction program. If You elected the Pick Up & Delivery Option You must contact your selling dealership for pick-up and delivery. Your vehicle location must be within a 20 mile radius of Your selling dealer to be eligible for coverage.

**Pick Up & Delivery excludes non-covered repairs, Scheduled Maintenance Services, car washes, detailing, lease or vehicle returns or First Day Rental benefits (unless this option is included).**

**7. WHAT IS NOT COVERED BY THIS AGREEMENT:** Unless stated otherwise (see STATE SPECIFIC provisions for additional exclusions or changes) the following are excluded from coverage:

- a) Repairs covered by manufacturer recalls, insurance or in-force warranty or warranty provided by an insolvent manufacturer or insurer, even if repair coverage has been denied;
- b) Repairs to any engine, transmission and final drive components for damages caused by an after-market (non-factory installed) part including but not limited to: turbocharger, supercharger, Compressed Natural Gas (CNG), Liquid Propane Gas (LPG),

Nitrous Oxide fuel system modification or any other performance enhancing powertrain components including but not limited to racing parts or accessories;

- c) Repairs caused by loss of lubricants or fluids or contamination of oil, fluids or fuel. Repairs caused by continued operation of the vehicle after loss of lubricant or fluids or contamination of oil, fluids or fuel;
- d) Repairs caused by: (1) improper or unauthorized service procedures, collisions or other physical damage to the Vehicle; (2) damage caused by a foreign object; (3) unreasonable use (including driving over curbs, overloading, or using the Vehicle as a stationary power source); (4) continued use with an obvious failure; (5) damage from fire or explosions, road hazards, other casualty losses; or (6) losses due to negligence, including racing
- e) Failures caused by: (1) alterations or modifications of the Vehicle, including the body, chassis, or electronic components, after the Vehicle leaves the control of the manufacturer (2) any part designated for "off road only" that is not installed by the manufacturer, including, but not limited to, lift kits, oversized tires, roll bars, and performance enhancing powertrain components; (3) tampering with the Vehicle or the emissions system and components; (4) installation or use of any mechanical or electrical part not approved, certified or authorized by the Vehicle's manufacturer or any Failure caused by after-market (non-factory approved) PCM reprogramming;
- f) **All repairs that are required due to a condition that existed prior to the Signature Date of this Agreement;**
- g) Repairs or services caused by lack of required or recommended maintenance, per the manufacturer's guidelines;
- h) Scheduled Maintenance Services;
- i) Repairs needed to a covered part caused by the Failure of a non-covered part;
- j) Repairs to the Vehicle if the odometer is altered, broken, repaired or replaced so that We cannot determine the actual mileage on the Vehicle;
- k) Repairs to the Vehicle necessary due to operation outside of the United States, Guam, Mexico, Puerto Rico, Virgin Islands, American Samoa, or Canada;
- l) Loss of use of the Vehicle, loss of income, special or consequential damages, and personal expenses, such as motels, food, gas and mileage (except as provided by Roadside Assistance);
- m) Rental vehicle charges or fees such as mileage charges, drop-off fees, insurance, or gasoline;
- n) Shop supplies and disposal of environmental wastes from the Vehicle or fuel used during the repair of Your Vehicle or storage fees;
- o) Electrical failures on incandescent bulbs, halogen bulbs, High Intensity Discharge (HID) and LED lamp assemblies (except when Interior/Exterior Lighting Option is purchased.
- p) Service adjustments and cleaning/lubricating procedures, fixed (non-moving) body parts, bumpers, glass, moldings, ornamentation, paint, rust, sheet metal, structural underbody framework, side and rear view mirrors (glass and housing), rattles/squeaks/wind noise/odors/water leaks, tires, tune-ups, wheel balancing, wheel alignment, fogging/moisture of lamp assemblies, weather strips, wheels, wheel studs, wheel covers, convertible top and bow, fabric, liners, fasteners, carpets, dash pad, knobs, trim, upholstery, physical damage or cosmetic issues.

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- q) Damage caused by the environment and pollution, including airborne fallout, corrosion, chemicals, debris, tree sap, salt, hail, windstorm, lightning, freezing, flooding, earthquake, snow or ice;
- r) Damage caused by theft, vandalism, terrorism, riot or acts of war;
- s) All Wear Items are excluded except when LeaseCARE is purchased.
- t) Batteries of all types and cables, brakes (front hub, drums, shoes, linings, disc rotors, pads), exhaust system (includes catalytic converter), and software upgrades
- u) Costs or expenses of Failures not covered by this Agreement including teardown, rental expense, inspection or diagnosis.
- v) The following vehicles/manufacturers and/or usage is not covered by this Agreement: Alpha Romeo, Aston Martin, Bentley, Bugatti, Ferrari, Fisker, Hummer, Lamborghini, Land Rover, Lotus, Maserati, Maybach, McLaren, Porsche, Rolls Royce, Saab, Suzuki, Tesla and Wheego. Acura: NSX; Audi: A8, A8 L, R8, R9, R20, RS6, RS7, RS Q8, S8, SQ7 and SQ8; BMW: 6 series, 7 series, 8 series, i8, M series, Alpina, and Z8; Cadillac: V series, and XLR; Chevrolet: Camaro ZL1, Corvette 427, Corvette Z06, and Corvette ZR1; Chrysler: SRT, Dodge: Charger R/T Scat Pack, Challenger R/T Scat Pack, SRT, Stealth, and Viper; Ford: Foose F-150, GT, Mustang All Roush Performance Modified Vehicles (except Stage 1 and Stage 2), Shelby GT500KR, GTS, Supersnake, Tonka and any other Shelby Performance Modified Vehicles, all Saleen modified vehicles, and Transit Connect Electric; Honda: Civic Natural Gas and Fuel Cell X Clarity; Jaguar: F-Type, XJ series and XK series; Jeep: SRT and TrackHawk; Lexus: F, GS-F, LF-A and RC F; Mercedes-Benz: AMG, CL Class, EQC, G Class, GL Class, GLC Class, Kompressor, S Class, SL Class, and SLR Class; Nissan: GT-R; and Volkswagen: Phaeton and any model with a W12 engine, taxis, vehicles used for competitive driving/racing/off-road use, all performance modified vehicles (including Hennessey), Fuel cell vehicles, 4X2 equipped vehicles modified with 4X4 AWD capabilities and incomplete vehicles (e.g. chassis cabs, cutaways, stripped chassis).
- w) Branded Vehicles or any vehicle that does not have a valid or recognizable VIN, or the New Vehicle Limited Warranty is voided, in whole or part by the manufacturer.
- x) Vehicles manufactured for sale outside the United States, or Canada
- y) Used Core Plans and Powertrain Wrap Plans exclude all emergency vehicles (fire/ambulance), all police vehicles, limousines, livery, shuttles, and tow trucks.
- z) Coil-over shock sometimes defined as a strut, unless MacPherson style suspension component.

### 8. REPAIR INFORMATION

**8A. WHERE TO GO FOR REPAIRS:** (1) To obtain repairs or services under this Agreement on Ford, Lincoln and Mercury products, We require that You return to Your Selling Dealer or any other Ford or Lincoln franchised dealership in the United States, Canada or Mexico. On Competitive Make products, We recommend that You return to Your Selling Dealer or other repair facility to obtain repairs or services to Your vehicle. If Your Vehicle is a Ford or Mercury, call 800-392-FORD to find the nearest Ford dealership. If the Vehicle is a Lincoln, call 800-521-4140 to find the nearest Lincoln dealership. Call 800-521-4144 to determine if repairs or services to Your Competitive Make Vehicle are covered by this Agreement. (2)(a) In an Emergency Repair, You may use other repair or service facilities if all local Ford and Lincoln dealerships within a 25 mile radius are closed (b) To request reimbursement, You must provide a copy of the repair order and proof of payment to Your Selling Dealer or contact

1-800-321-7790. You have one year from the repair order open date or payment receipt date to request Your reimbursement. You are responsible for transporting the Vehicle to a repair facility and no at-home services will be provided.

**8B. REPAIRS ARE MADE WITH AUTHORIZED NEW OR REMANUFACTURED PARTS:** All repairs will be made with Ford authorized new or remanufactured parts or other products We authorize, including parts not produced by the manufacturer of Your Vehicle. If parts are unavailable, We may offer You a cash settlement equivalent to the cost of parts or repair.

**8C. LOSS LIMITS:** Our liability for any one (1) repair or service visit shall not exceed the current Retail Value of Your vehicle immediately prior to the break down. We will only participate in a repair and have no obligation to remit payment in lieu of repair. All benefits are subject to this limit of liability.

**9. YOUR RESPONSIBILITIES FOR CARE OF THE VEHICLE:** To obtain coverage or reimbursement under this Agreement, You must: (i) properly operate the Vehicle and (ii) provide proof of Scheduled Maintenance Services. Proof of Scheduled Maintenance Services includes maintenance records that show mileage, date of maintenance service, VIN, and the maintenance that was performed. Please review the Owner's Guide for Your Scheduled Maintenance Service requirements that are provided to You at the time of vehicle purchase. If You perform Your own Scheduled Maintenance Services, You must maintain a log including date, mileage and description of each maintenance service and provide corresponding receipts for purchases of parts and fluids.

**10. INELIGIBLE OR EXCESS COVERAGE:** If You were charged for coverage for which Your Vehicle is ineligible or coverage in excess of the maximum allowed under this Agreement, We will refund the excess charge. If You financed Your Agreement, We will send the refund to Your lender with instructions to credit Your loan. You will be notified of the refund and the termination of any ineligible or excess coverage.

**11. CONTRACT MODIFICATIONS & CHANGES:** If Your coverage under this Agreement has not expired or been otherwise limited, it may be modified or changed by You, as shown below:

**NEW CORE COVERAGE:** For all Ford, Lincoln or Mercury Vehicles, You may change Your coverage under this Agreement: (i) before the expiration of the New Vehicle Limited Warranty; or (ii) within the first 90 days after the Signature Date.

For all Competitive Make Vehicles, You may change Your coverage under this Agreement: (i) before the expiration of the first 3 years from the Warranty Start Date or within the first 36,000 miles from Zero Miles; whichever occurs first. or (ii) within the first 90 days after the Signature Date.

On New Core Coverages purchased beyond 12 months or 12,000 miles, whichever comes first, within the New Vehicle Limited Warranty coverage, We will charge a \$100 fee for changes to coverage ("12/12 Surcharge"). On New Core Coverages purchased beyond the 5 months or 5,000 miles of the 3 year or 36,000 miles New Vehicle Limited Warranty coverage expiration on Ford and Competitive Make Vehicles or beyond the 5 months or 5,000 miles of the 4 years or 50,000 miles New Vehicle Limited Warranty coverage expiration on Lincoln vehicles, We will charge a \$200 fee (includes the 12/12 Surcharge) for changes to coverage.

**USED CORE COVERAGE PLANS:** You may change Your coverage under this Agreement within the first 90 days after the Signature Date.

**11A. TRANSFERABILITY:** You may transfer this Agreement, subject to a \$75 transfer fee. You or the transferee of this Agreement must initiate the transfer process by providing the following items to any

## TERMS AND CONDITIONS

Ford or Lincoln dealership or to Us at P.O. Box 6045, Dearborn, Michigan 48121 within 180 days of the vehicle sale:

(i) a letter, signed by You, transferring this Agreement to the transferee; (ii) a statement of the mileage on the Vehicle at the time of transfer; and (iii) the name and address of the transferee.

**You may not transfer coverage if the Vehicle becomes a Branded Vehicle or is repossessed. Transferred Agreements may not be cancelled.**

### 12. CANCELLATION AND REFUND

#### (A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:

You may cancel this Agreement at any time and for any reason and You will be entitled to a refund from Us, described below.

(1) If We or the Selling Dealer receive a written cancellation request, on or before the 30th day from the Signature Date and no claim has been filed under this Agreement, this Agreement will be void, and You will be entitled to a refund equal to the full Purchase Price You paid for this Agreement. This right is not transferable and is limited to the original contract holder. (2) If We or the Selling Dealer receive a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 30th day from the Signature Date or if a claim has been filed at any time during the term of this Agreement, We will divide the Purchase Price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. We will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro Rata basis" or "pro rata") to You or Your lender, minus a \$75 cancellation fee. In all instances if You cancel this Agreement, We will issue a refund or credit Your account no more than 45 days from the date We or the Selling Dealer receive notice of Your request to cancel this Agreement.

(3) If the Selling Dealer is no longer in business, then You may submit a written request to Us or one of the Administrators at the address referenced in Section 1. We are responsible for all refunds under this Agreement.

(4) You may not cancel the options You purchased without canceling the entire Agreement. If this Agreement expires under the time or mileage limitations, You are not entitled to a refund.

(5) If You have financed this Agreement, (a) any refund due under this Agreement will be made payable to the lienholder, up to the amount of the lien; and (b) only that portion of a refund due under this Agreement in excess of the amount of the lien will be paid to You. If this Agreement was not financed, any refund due under this Agreement will be paid by check issued in Your name. If Your lienholder cancels this Agreement, the refund amount will be calculated in accordance with 12(A)(1) and (2), or as amended in the state specific section applicable to You. Strictly for purposes of determining refund obligations for lienholder cancellation, "You" shall be defined to include the lienholder in this Agreement.

#### (B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:

We may cancel this Agreement if You fail to comply with this Agreement. If We cancel this Agreement, We will refund the Purchase Price on a Pro Rata basis. We may cancel this Agreement if You fail to comply with this Agreement. If We cancel this Agreement before the end of the 30th day from the Signature Date, and if no claims have been filed, We will return to You the full Purchase Price that You paid for this Agreement. If We cancel this Agreement after the 30th day from the Signature Date, or if You have filed a claim, We will refund the Purchase Price You paid on a Pro Rata basis. We will not deduct a cancellation fee from Your refund if We cancel.

If We cancel this Agreement, We will issue a refund or credit Your account no more than 45 days from the effective date of cancellation.

**(C) RENEWABILITY.** This Agreement is not renewable.

**13. DISPUTE RESOLUTION & ARBITRATION:** Either You or We may choose to have any dispute related to this Agreement or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). You agree not to consolidate or group Your dispute with other arbitration or disputes concerning this Agreement or Application. You agree that You will not participate in any class arbitration concerning this Agreement or Application. We do not agree to class arbitration. To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or [www.auto.bbb.org/extendedserviceplan](http://www.auto.bbb.org/extendedserviceplan). If there is a conflict between the Rules and this Agreement, this Agreement shall govern. If You initiate the arbitration process, BBB will charge You an arbitration filing fee of \$50.

You may employ an attorney to represent You in the arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney. This Agreement is subject to the Federal Arbitration Act, 9 U.S.C. §§1 et seq. The arbitration decision shall be in writing with a supporting opinion.

**14. STATE SPECIFIC PROVISIONS:** The following provisions are applicable in the states set forth below and modify only those specific terms referenced. The state specific provisions shall replace only those conflicting terms in the main body of this Agreement; however, if the state specific section does not conflict with the main body Agreement, the state specific language should be considered in addition to the main body of this Agreement.

[OTHER STATE SPECIFIC ENDORSEMENTS WILL BE INCLUDED WHERE REQUIRED BY LAW]



# ATTACHMENT

B

KGA-CHEY, LLC.  
 2200 WESTLAND RD  
 CHEYENNE, WY 82001  
 307-638-3335

CUST# 31322

**RETAIL PURCHASE AGREEMENT**

Deal Number: **1000611**

Purchaser's Name(s): **LARAMIE COUNTY** Date: **11/30/2021**

Address: **310 W 19TH ST CHEYENNE, WY 82001** County: \_\_\_\_\_

Telephone (1): **307-633-4513** Telephone (2): **307-637-8000** DOB: \_\_\_\_\_

E-mail: \_\_\_\_\_ D.L./State I.D.# \_\_\_\_\_ Issuing State: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR <b>2021</b>	MAKE <b>FORD</b>	MODEL <b>F-150</b>	COLOR <b>OXFORD WHITE</b>	STOCK NO. <b>MFD12593</b>
VIN/SERIAL NO. <b>1FTFW1E80MFD12593</b>		ODOMETER READING <input type="checkbox"/> Not Accurate <b>5</b>	SALESPERSON <b>DAVID SUTHERLAND</b>	

THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> PRIOR LEASE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER
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<b>WARRANTY STATEMENT</b>	CASH PRICE OF VEHICLE	<b>43396.00</b>
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We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.	N/A	N/A
	ford powertrain care	3310.00
	N/A	N/A
	N/A	N/A
	N/A	N/A

<b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.	N/A	N/A
	N/A	N/A
	N/A	N/A
	N/A	N/A
	N/A	N/A

We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.

<b>TRADE-IN VEHICLE INFORMATION</b>	N/A	N/A
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Year: <b>2008</b> Make: <b>TOYOTA</b> Model: <b>TACOMA</b> Color: <b>SILVER</b>	N/A	N/A
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VIN/Serial No.: <b>5TENX22N78Z587086</b> Odometer Reading: <input type="checkbox"/> Not Accurate <b>122295</b>	N/A	N/A
--	-----	-----

Trade-In Allowance: <b>100.00</b> Balance Owed & Lienholder:	N/A	N/A
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\*The Deposit/Down Payment received from you is not refundable, except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will refrain from selling the Vehicle for \_\_\_\_\_ days.

X _____ x <b>N/A</b>	N/A	N/A
<b>TOTAL DUE</b>		<b>46706.00</b>

<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>	LESS DEPOSIT/DOWN PAYMENT*	N/A
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<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION <input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT	LESS REBATE	N/A
	LESS TRADE DIFFERENCE	100.00
	LESS CASH DUE AT DELIVERY	N/A
	AMOUNT TO BE FINANCED (See Paragraphs 11 and 14)	<b>46606.00</b>

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser: \_\_\_\_\_ **11/30/2021** Accepted by Authorized Dealership Representative: \_\_\_\_\_ **11/30/2021**

Purchaser: **N/A**  
 Purchaser: \_\_\_\_\_

## ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

Initial

1. **Terms Used In This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:
  - **Agreement** - Means all of the pages of this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself.
  - **You, Your** - Means the Purchaser(s) identified in this Agreement.
  - **We, Us, Our** - Means the Dealership that is identified in this Agreement and its Authorized Representatives.
  - **Manufacturer** - Means the company that manufactured the Vehicle.
  - **Vehicle** - Means the Vehicle that you are purchasing from us as described in this Agreement.
  - **Trade-In Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.
2. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
3. **Manufacturer's Design Changes:** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.
4. **Your Representations and Warranties:** You represent, warrant and affirm to us that (a) You are not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You confirm that we are relying on this representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if we suffer any loss or harm as a result of your breach of this provision, you agree to indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Deposit/Down Payment and any amounts due to us have been paid in full, any check given to us will be honored by your Bank, and that no part of the Deposit/Down Payment has been loaned to you by us or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) you are who you have represented yourself to be and you have purchased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to us.
5. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, rebuilt, flood, or lemon buyback vehicle; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; all emissions control equipment is on the vehicle and in satisfactory working order; and, unless you have told us otherwise, that you have not removed any equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.
6. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
7. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
8. **Remedies Upon Rightful Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you on the date specified or pursuant to Paragraphs 2, 7, or 14. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.
9. **Purchaser's Default and Dealership's Remedies:** In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (1) cancel this Retail Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph 9 shall be in addition to, and not in lieu of, any other remedies available under the Retail Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.
10. **Other Products and Services:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Amount to be Financed under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the Lender.
11. **Dealer Assisted Financing:** If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender. We do not make any representations or warranties regarding whether you obtained the best rate or could have obtained a better rate from us or a third party.
12. **GOVERNING LAW:** THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF WYOMING.
13. **LIMIT ON DAMAGES:** TO THE EXTENT PERMITTED BY WYOMING LAW, PURCHASER EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
14. **CONDITIONAL DELIVERY AGREEMENT/LIMITED RIGHT TO CANCEL:** You may secure financing for this transaction through us or a financial institution of your choice. If you have elected to secure financing through us, the provisions of the Conditional Delivery Agreement/Limited Right to Cancel will apply. You agree that we may immediately proceed to sell any Trade-In Vehicle, even if it is sold prior to the assignment of the Retail Installment Sale Contract to a financing institution. We may cancel this Agreement if: (1) you provide false or incomplete information regarding your creditworthiness; (2) your credit application is not approved by a financing source; or (3) your purchase is subject to the Conditional Delivery Agreement/Limited Right to Cancel and the Retail Installment Sale Contract is not accepted or approved by a financing source on terms acceptable to us.
15. **Entire Agreement and Signing Other Documents:** This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.

**KGA-CHEY, LLC.**  
2200 WESTLAND RD  
CHEYENNE WY 82001  
307-638-3335

DEAL#: 1000611  
STK#: MFD12593  
CUST#: 31322

## WE OWE - DELIVERY CONFIRMATION

Customer Name(s): LARAMIE COUNTY

Street Address: 310 W 19TH ST CHEYENNE WY 82001

Home Telephone: 307-633-4513 Cell Phone: \_\_\_\_\_ Email: N/A

Vehicle Description: 2021 FORD F-150 1FTFW1E80MFD12593  
Year Make Model Vehicle Identification Number (VIN)

Our Dealership has prepared this Delivery Confirmation to ensure your satisfaction with the vehicle and to make sure there are no misunderstandings between us with respect to the transaction. Representatives of this Dealership are not authorized to make any oral promises to you. If our Dealership has agreed to provide any goods and/or services with respect to the vehicle that have not been received at the time of delivery of the vehicle, those items must be listed below.

### DEALER OBLIGATIONS

I HAVE RECEIVED ALL OF THE PRODUCTS AND SERVICES PROMISED TO ME IN CONNECTION WITH THIS TRANSACTION AT THE TIME OF DELIVERY.

AS OF THE TIME OF DELIVERY, I HAVE YET TO RECEIVE THE FOLLOWING PRODUCTS AND/OR SERVICES PROMISED TO ME IN CONNECTION WITH THIS TRANSACTION:

N/A  
N/A  
N/A  
N/A  
N/A

Initials: \_\_\_\_\_

### CUSTOMER OBLIGATIONS

N/A  
N/A  
N/A  
N/A  
N/A  
N/A  
N/A

Initials: \_\_\_\_\_

By signing below, you are acknowledging that you had the opportunity to inspect the vehicle and found it free from any reasonably discoverable defects. You are also agreeing that you had the opportunity to review the entire transaction, that the Dealership has satisfactorily addressed any questions or concerns you had, and that nothing has been promised to you that has not been put into writing. If anything is listed above, please call the Dealership in advance to schedule a time to receive the products and/or services listed. This Delivery Confirmation Form is hereby incorporated by reference into the Retail Purchase/Retail Lease Agreement for this transaction.

**I hereby accept this Delivery Confirmation with the understanding that it is valid for only thirty (30) days from the date of issuance and that I must make an advance appointment with the service department before the above work can be performed.**

\_\_\_\_\_  
Customer Date 11/30/2021

N/A N/A  
Customer Date

DAVID SUTHERLAND 11/30/2021  
Authorized Dealership Representative Date

DAVID SUTHERLAND  
Salesperson Name 84954\*1\*KGC-FI

WYOMING MOTOR VEHICLE DEALER FORM  
\*\*TITLE RE-ASSIGNMENT\*\*ODOMETER STATEMENT\*\*VIN INSPECTION\*\*

2549601

Make FORD Yea 2021 Body PU Title No. \_\_\_\_\_ State \_\_\_\_\_  
Trim \_\_\_\_\_ VIN 1FTFW1E80MFD12593 BASE/MSRP PRICE FOR NEW VEHICLES \$ 42635.00

DEALER REASSIGNMENT AND ODOMETER STATEMENT

PLEASE PRINT

OWNERS AGREE THAT TITLE WILL SHOW JOINT OWNERSHIP WITH SURVIVORSHIP

YES  
 NO

PURCHASER(S) NAME LARAMIE COUNTY

PURCHASER(S) ADDRESS 310 W 19TH ST CHEYENNE WY 82001

Amount of Lien \$ \_\_\_\_\_ Date of Lien \_\_\_\_\_

Name and Address Of Secured Party \_\_\_\_\_

FEDERAL AND STATE LAW require that you state mileage upon transfer of ownership. Failure to comply or providing a false statement may result in fines and / or imprisonment.

I, KGA-CHEY,LLC. state that the odometer now reads \_\_\_\_\_ miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.  
Transferor's Name (Seller)  
5  
Odometer reading (No Tenths)

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

(2) I hereby certify that the odometer reading is not the actual mileage: WARNING - ODOMETER DISCREPANCY

I/WE do hereby certify and warrant that I/WE am/are the true and lawful owner of the vehicle described herein and further warrant that the liens and encumbrances noted hereon are the only liens and encumbrances against the vehicle herein described and hereby transfer and convey all rights, title and interest that I/WE have in the vehicle herein described to the described purchaser; and if the vehicle herein described is a mobile home, do hereby certify that all taxes due for the preceding and current year on the mobile home have been paid.

NOTE - Effective 1/1/2021 the Federal odometer statement exemption is for vehicles with 20 years or more of service for vehicles of a model year of 2011 and newer. Vehicles with a model year of 2010 and older remain under the 10 years or more of service exemption.

DEALER SIGNATURE [Signature] DATE 11/30/2021

PRINT NAME KGA-CHEY,LLC.  
(Dealership Name & Individual Signing for Dealer)

PRINT ADDRESS OF DEALER 2200 WESTLAND RD CHEYENNE WY 82001 DEALER # F02-12863  
(City, State, Zip)

Does this motor vehicle currently have or ever had a branded title? Yes  No  N/A

Has this motor vehicle been declared a total loss by an insurance company OR sustained 75% damage of actual cash value? Yes  No

REQUIRED

\*\*PURCHASER(S) SIGNATURE \_\_\_\_\_ LARAMIE COUNTY  
(ACKNOWLEDGMENT OF ODOMETER STATEMENT AND BRAND DISCLOSURE) \*\*PRINT NAME (REQUIRED)

VEHICLE IDENTIFICATION STATEMENT

I HAVE PERSONALLY INSPECTED THE VEHICLE IDENTIFICATION NUMBER DISPLAYED ON THE DESCRIBED VEHICLE IN WYOMING. The information entered by me is correct, according to my personal inspection, and subject to the penalties of perjury.

SIGNATURE [Signature] DATE 11/30/2021

DEALER LICENSE NO. F02-12863 DEALERSHIP NAME KGA-CHEY,LLC.

NOTARY SEAL

NOTARY OF DEALER'S SIGNATURE

\_\_\_\_\_ APPEARED BEFORE ME IN THE STATE OF WY  
COUNTY OF LARAMIE THIS 30 DAY OF Nov, 2021

NOTARY PUBLIC SIGNATURE \_\_\_\_\_ COMMISSION EXPIRATION DATE \_\_\_\_\_

I hereby swear and affirm under penalty of perjury that All information on this application for CERTIFICATE OF TITLE is true and correct and that I am lawfully applying for Wyoming Title. I further warrant that said vehicle is owned by me (us) and is subject to the liens shown and none other.

SIGNATURE OF PURCHASER(S) \_\_\_\_\_

SIGNATURE OF PURCHASER(S) N/A



# Wyoming Sales/Use Tax Statement for Motor Vehicle Sales

Wyoming Dept of Revenue

Excise Tax Division

122 W. 25th Street, 2W

DEAL# 1000611

CHEYENNE, WY 82002-0110

CUST# 31322

Phone: 307-777-5200 Fax: 307-777-3632

### Purchaser's Information:

### Seller's Information:

Purchaser's Name <b>LARAMIE COUNTY</b>		Phone Number		Seller's Name <b>KGA-CHEY,LLC.</b>		Phone Number <b>307-638-3335</b>	
Principal Place of Residence - Street or Other Address <b>310 W 19TH ST</b>				Street or Other Address <b>2200 WESTLAND RD</b>			
City <b>CHEYENNE</b>	State <b>WY</b>	Zip Code <b>82001</b>		City <b>CHEYENNE</b>	State <b>WY</b>	Zip Code <b>82001</b>	

### Purchased Vehicle's Description:

Year <b>2021</b>	Make <b>FORD</b>	Model <b>F-150</b>	Trim
Vehicle Identification Number (VIN) <b>1FTFW1E80MFD12593</b>		Manufacturer's Suggested Retail Price (MSRP)	Date of Purchase <b>11/30/2021</b>

### Trade- In Vehicle's Description:

Year <b>2008</b>	Make <b>TOYOTA</b>	Model <b>TACOMA</b>	Trim
Vehicle Identification Number (VIN) <b>5TENX22N78Z587086</b>		Name on Title	

### Tax Computation:

1. Total sales price .....	1	43396.00
2. Less trade-in allowance .....	2	100.00
(a) Leased vehicle's buyout amount on trade-in value <input type="text"/>		
3. Less manufacturer's rebate assigned to dealer at time of sale .....	3	N/A
4. Tax base (Line 1 minus Lines 2 and 3) .....	4	43296.00
5. Total estimated sales tax due (Line 4 times tax rate of <u>6</u> %) .....	5	2597.76

### Instructions:

- **Manufacturer's Suggested Retail Price (MSRP)** is based on the year, make, model and trim level only. Additional options (such as sunroof, AC, power seats, etc.) should not be added to this figure.
- **Trade-In Vehicle's Title** must already be in purchaser's name to reduce sales/use tax due on purchased vehicle.
- **"Total Sales Price"** must include all costs incurred by the vendor or seller prior to the retail sale, i.e. incoming freight, accessories, documentary fees, preparation & handling, and standard warranties. These items are a component of the cost of goods sold. Total sales price does not include costs incurred after the retail sale, i.e. outgoing freight, titling and licensing fees and extended warranties.
- **Leased vehicles** may not be used as the trade-in allowance unless the leased vehicle's buy-out option has been exercised, the title has been transferred to the purchaser, and the sales/use tax on the buy-out amount has been paid.
- **Line 5** must be completed identifying the estimated tax the purchaser can expect to pay based on the Principal Place of Residence.
- Payment of the sales/use tax must be made within **65 days** of the date of purchase.
- Penalty for late payment is 10% of the tax due, with a minimum penalty of \$25
- Interest on late payment is 1% of the tax due per month or fraction thereof.

SIGN  
HERE

Signature of Seller

Signature of Purchaser or Agent of Purchaser

11/30/2021  
Date

# NATIONAL VEHICLE SERVICE CONTRACT APPLICATION, TERMS & CONDITIONS

(Excludes Medium Duty, Incomplete and Diesel EngineCARE plans)



PROTECT

Vehicle Identification Number ("VIN") (17 Digits) 1FTFW1E80MFD12593			Signature Date 11/30/2021	Warranty Start Date 11/30/2021	<b>FBA/L-CPO Upgrade Plans</b> <input type="checkbox"/> FBA (Gold) <input type="checkbox"/> FBA (Blue) <input type="checkbox"/> L-CPO
Internet Sale <input type="checkbox"/>	IPP <input type="checkbox"/>	IPP Term	Current Mileage 5		
<b>Surcharges:</b> <input type="checkbox"/> 12 Months/12,000 Miles <input type="checkbox"/> Snowplow <input checked="" type="checkbox"/> Commercial Use <input type="checkbox"/> 36 Months/36,000 Miles (Ford Competitive Make) or 48 Months/50,000 Miles (Lincoln Vehicles) <input type="checkbox"/> Specialty - Emergency (Fire, Ambulance, Police [Non-Ford], Limo, Livery, Shuttle, Tow Truck)					<b>Non-CPO Wraps</b> <input type="checkbox"/> Powertrain

**New Plan Coverage:** (Coverage begins at Warranty Start Date and Zero Miles)

- Core or FBA Gold (Ford) Upgrade - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE (Standard Deductible is \$100)
- L-CPO (Lincoln) - PremiumCARE (Standard Deductible is \$100)
- PowertrainCARE Wraps - (Standard Deductible is \$100)
- LeaseCARE - New PremiumCARE with Wear Items (Standard Deductible is \$0)
- RentalCARE - (Standard Deductible is \$0)

**Used Plan Coverage:** (Coverage begins at Signature Date and Current Miles)

- Core - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE (Standard Deductible is \$100)
- FBA(Blue) Upgrade (3 months/4,000 miles) - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE (Standard Deductible is \$100)

PLAN COVERAGE	Deductible	Plan Term		Plan Expiration - (Earliest of)		Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
		Month	Mileage	Date	Mileage			
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used								
PowertrainCARE	\$100	96	150000	11/30/2029	150000	3310.00	0.00	\$3310.00

Options     Enhanced Rental     Pick Up & Delivery     Key Services Delete     Interior/Exterior Lighting Delete     First Day Rental Delete

## DISCLOSURE INFORMATION:

**THIS IS NOT AN INSURANCE CONTRACT. THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.** I acknowledge receipt of a complete copy of this Application and Terms and Conditions (the "Agreement") at signing and agree to all the terms and conditions. I agree to maintain the covered vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.

## SERVICE CONTRACT HOLDER/PURCHASER

Name Laramie County	
Signature (Not Valid without Signature) Laramie County	Signature Date 11/30/2021
Address (City/State/Zip Code) 310 West 19th St Cheyenne WY 82001	
Customer's E-Mail Address	
Service Contract Lienholder Name	

## DEALERSHIP INFORMATION

Dealership Signature David Sutherland	
Dealer Name Ken Garff Ford Cheyenne	Telephone No
Address (City/State/Zip Code) 2200 Westland Road Cheyenne WY 820013330	
Employee Stars Id 0 0 0 9 3 1 1 5 2	P&A Code 0 0 7 0 0

## TERMS AND CONDITIONS

**1A. INTRODUCTION & PARTIES (FORD MOTOR SERVICE COMPANY):** All service contract obligations, including the Application (this "Agreement") are between Ford Motor Service Company, the Service Contract Provider (hereinafter referred to as "We", "Us" or "Our") and the Service Contract Holder (hereinafter referred to as "You" or "Your"). You may contact Us at the following address:

**Ford/Lincoln Protect Headquarters**

**P.O. Box 6045**

**Dearborn, Michigan 48121**

**Toll-free number 800-521-4144**

**FULL FAITH AND CREDIT STATEMENT:** In all states except as provided in 1B and 1C below, all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Service Company and are not guaranteed under a service contract reimbursement policy.

**1B. INTRODUCTION & PARTIES (FORD MOTOR COMPANY):** If You live in ND, NE, or WA, and Your vehicle is a Ford, Lincoln or Mercury, all service contract obligations under this Agreement, are between Ford Motor Company, the Service Contract Provider (hereinafter referred to as "We", "Us", or "Our") and the Service Contract Holder (hereinafter referred to as "You or "Your"). You may contact Us at the address listed above in 1A

**FULL FAITH AND CREDIT STATEMENT:** In 1B, all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Company.

**1C. INSURED AGREEMENT STATEMENT:** In the states of IA, IN, MD, ND, NE, WA and WI, all service contract obligations on Competitive Make Products are fully insured and guaranteed by a policy of contractual liability insurance or service contract reimbursement insurance. The policy is issued by:

**The American Road Insurance Company**

**P.O. Box 6045**

**Dearborn, Michigan 48121**

**Toll-free number: 800-233-5819**

**1D. INSURER GUARANTEE:** In the states of IA, IN, MD, ND, NE, WA and WI, Our obligations are guaranteed under a service contract reimbursement insurance policy (policy # 81-3101-2021-001) issued by The American Road Insurance Company, which is identified in Section 1C of this Agreement. If We do not provide, or reimburse, or pay for, a service that is covered by this Agreement within sixty (60) days after You file a claim and provide Us proof of loss, or if We become insolvent or otherwise financially impaired, or issue a refund under this Agreement, You may file a claim directly with The American Road Insurance Company using the contact information listed in Section 1C. Any claim You file under this Agreement with The American Road Insurance Company will be subject to the exclusions, deductibles, and limitations set forth in this Agreement.

**1E. ADMINISTRATORS:** We use the following Administrators in all states except Florida and Utah:

**Percepta Philippines (TX Lic. #SCP(a)-172)**

**Percepta LLC (TX Lic. #SCP(a)-171)**

**P.O. Box 6045**

**Dearborn, Michigan 48121**

**Toll Free Number: 800-233-5819**

**2A. ENTIRE AGREEMENT:** This Agreement, which includes the Application, is the complete and exclusive statement of the agreement and understanding between You and Us regarding the extended service contract and related benefits for Your vehicle.

**2B. WHEN COVERAGE BEGINS AND ENDS: For NEW PLAN AGREEMENTS,** Coverage begins at the New Vehicle Limited Warranty

Start Date and Zero Miles. Coverage ends at the earliest of the Number of Months Purchased or the Number of Miles purchased from the New Vehicle Limited Warranty Start Date or Zero Miles. **USED PLAN AGREEMENTS ON ELIGIBLE FORD, LINCOLN OR MERCURY VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF PURCHASE,** Coverage begins at the Signature Date and Current Mileage. Coverage ENDS the earlier of the Number of Months Purchased or the Number of Miles Purchased from the expiration of the New Vehicle Limited Warranty.

**USED PLAN AGREEMENTS ON ELIGIBLE FORD, LINCOLN OR MERCURY VEHICLES THAT HAVE NO NEW VEHICLE LIMITED WARRANTY REMAINING AND ELIGIBLE USED COMPETITIVE MAKE VEHICLES (REGARDLESS OF WARRANTY STATUS),** Coverage BEGINS at the Signature Date and Current Mileage. Coverage ENDS at the earlier of the Number of Months Purchased or the Number of Miles Purchased from the Signature Date and Current Mileage.

**3. DEFINITIONS:** In this Agreement, the following capitalized terms have the meanings assigned to them:

**Branded Vehicle** means a vehicle that has a valid certificate of title that indicates: (i) a salvage title, (ii) that the vehicle was stolen or (iii) that an insurance carrier insuring the vehicle determined that the physical damage to the vehicle exceeded the value of the vehicle.

**Commercial A vehicle** is employed in a "Commercial Use" and subject to applicable surcharge if:

- a) it is used primarily for business purposes, or for government purposes, including by an individual or multiple drivers of any government agency or municipality;
- b) it is used in a farm, delivery, or construction business;
- c) it is designated by the selling Dealer as a vehicle for "Commercial Use" when the sale is reported to the vehicle's manufacturer as a Commercial unit

**Competitive Make Vehicle** means any vehicle other than a Ford, Lincoln, or Mercury vehicle.

**Disappearing Deductible** means a deductible option under which there is no deductible charged for each Eligible Repair Visit when repairs or services are performed by the Selling Dealer.

**Emergency Repair** means necessary service or repair to an inoperable Vehicle at a dealer or repair provider other than a Ford or Lincoln dealership due to covered Failure

**Failure** means a cessation of normal mechanical or electrical functioning of the Vehicle components covered by this Agreement that arise from defects in materials or workmanship or caused by normal wear and tear covered by this Agreement

**Ford Blue Advantage (FBA) Upgrade Coverage** means core coverage purchased for an additional price providing additional component coverage with longer term and/or mileage benefits on Ford (Gold or Blue) and Competitive Make vehicles (Blue only).

**Internal Lubricated Parts** means parts within the engine block that are part of the reciprocating/moving assembly including crankshaft, camshaft, pistons, connecting rods, valve train components (i.e. valves, springs, keepers, rockers, lash adjusters, tappets/lifters, piston rings, oil pump, oil pressure regulator and piston wrist pins).

**L-CPO (Lincoln) Upgrade Coverage** means PremiumCARE coverage purchased for an additional price providing longer term and/or mileage coverage on Lincoln vehicles.

**New Vehicle Limited Warranty** means the manufacturer's original limited bumper-to-bumper warranty covering a new Vehicle or the parts and components of the new Vehicle.

**Retail Value of the Vehicle** means the retail value of the Vehicle at the time immediately prior to the breakdown requiring repair or service, as determined by "National Auto Dealers Association



## TERMS AND CONDITIONS

(N.A.D.A.) Guide" or other nationally published vehicle valuation guide, taking into consideration the location, mileage and condition of the Vehicle.

**Scheduled Maintenance Services** means all scheduled maintenance services at the service intervals listed in the Scheduled Maintenance Guide for the Vehicle, including adherence to the normal or severe duty mileage and time requirements depending on vehicle usage.

**Selling Dealer** means the authorized Ford or Lincoln dealership that sold the service contract represented by this Agreement.

**Signature Date** means the date You signed the Application to this Agreement.

**Snowplow** means any new or used F-150 (except 2011-2012 model years), F-250, F-350, F-450 or equivalent Competitive Make pickup truck that is factory equipped with a Snowplow Prep Package and used to plow snow.

**Warranty Start Date, for the New Vehicle Limited Warranty,** means the date on which the Vehicle was placed into original service.

**Wear Items** means coverage for brake pads and linings, clutch disc, spark plugs, engine belts, coolant hoses, hose clamps and o-ring seals, wiper blades and shock absorbers/struts replaced due to normal wear and tear, not as part of a scheduled maintenance interval.

#### 4. DEDUCTIBLES:

##### STANDARD DEDUCTIBLES

If You elected coverage with a Standard Deductible or Optional Deductible, We will charge You that deductible for each Eligible Repair Visit, regardless of the number of Failures to be repaired.

##### OPTIONAL DEDUCTIBLES

Deductible options are not available on LeaseCARE and RentalCARE Coverages. The \$0 Deductible Option is not available on Used Core Plan Coverages.

**5. WHAT THIS AGREEMENT COVERS:** Subject to the deductibles, exclusions and other limitations in this Agreement and depending on the Plan Coverage You elected, We will either: (a) repair or replace covered Failures (including parts, labor costs and applicable taxes) or (b) reimburse You in the event of an Emergency Repair. We have the right to review the requested repair or inspect the Vehicle prior to authorizing any repair or reimbursement.

##### 5A. COVERED ITEMS - "PowertrainCARE"

If You elected PowertrainCARE, the following items are covered Coverages.

**Engine** - Cylinder block and Internal Lubricated Parts, seals and gaskets, the cylinder heads, manifold (Exhaust, Intake and bolts), factory installed turbocharger/ supercharger units, timing chain (gears or belt), flywheel, valve covers, oil pan, timing chain cover, oil pump, water pump, thermostat, thermostat housing.

**(EXCEPTIONS: FUEL INJECTION COMPONENTS ARE NOT COVERED)**

**Transmission** - Transmission case and all internal parts including torque converter and transfer case (all internal parts), seals, gaskets and transmission control module

**Front-Wheel Drive** - Front drive housing and Rear Axle Housing for AWD (including all Internal parts), universal and constant velocity joints, axle shafts, locking rings (four-wheel drive vehicles), seals and gaskets, and automatic front locking hubs (four-wheel drive).

**Rear-Wheel Drive** - Drive axle housings and Front Axle Housing for 4X4 (including all Internal parts), universal and constant velocity joints, axle shafts, seals and gaskets, and driveshafts.

##### 5B. COVERED ITEMS - "BaseCARE"

If You elected BaseCARE, You have PowertrainCARE coverage and coverage for the following additional items:

**Odometer and Speedometer** - odometer and speedometer, including all cables and connectors.

**Engine** - Metal fuel lines, harmonic balancer and bolt, and diesel injector pump.

**Steering** - Power steering pump, cooler and metal lines, couplings, seals and gaskets, manual and power steering gear housing and all internal parts, including linkages, control valve, column lock (tilt wheel), pulley assembly for power steering pump, and the idler arm (excluding Power Steering Control Module).

**Front Suspension** - MacPherson struts, Upper and lower control arms, stabilizer bar, linkage and bushings, tie rods, kingpins and bushings, spindle and spindle supports, and front axle I-beam.

**NOTE: This coverage includes only the items listed in this paragraph and does not include either frontend alignments or wheel balancing, unless the repair to such items is required in connection with the repair of a Failure.**

**Brakes** - Master cylinder, calipers and wheel cylinders, combination valve, all metal lines and fittings, power brake booster, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, brake pedal shaft, brake chambers, air brake compressor, air brake foot valve, air brake quick release valve, air brake modulator relay valve, and air brake parking brake dash valve.  
**NOTE: This coverage includes only the items listed in this paragraph and does not include brake drums, rotors, linings or pads, unless the repair to such items is required in connection with the repair of a covered Failure.**

**Air Conditioning** - Compressor, condenser (excluding integral transmission cooler), evaporator, A/C compressor head, A/C compressor clutch switch, A/C clutch and clutch bearings, compressor seals, pulley and field coil.

**Electrical** - Alternator, starter motor, voltage regulator, manually operated electrical switches, ignition switch, wiper motors, electronic ignition module, radiator fan relay, fuel pump, starter motor solenoid, wiring harnesses (excluding spark plug wires), and electrical components of a heated back glass. **NOTE: Heated back glass coverage is for electrical components only and does not include general glass damage or breakage.**

##### 5C. COVERED ITEMS - "ExtraCARE"

If You elected ExtraCARE, You have PowertrainCARE and BaseCARE coverage and coverage for the following additional items:

**Engine** - Flywheel ring gear, diesel lift pump and gas and diesel fuel injectors.

**High Tech** - Automatic temperature control, air conditioner accumulator, heater blower motor, heater control assembly, heater core assembly, radiator (excluding integral transmission cooler), radiator fan, radiator fan clutch or motor, ETA pump hose assembly, electronic instrument cluster (excluding the dash pad, clock, audio and visual equipment), keyless entry system (excluding door handles), power seat motors, power window motors and regulators, power antenna, power door locks (excluding door handles and electronic key fobs), power door lock retainer clip, cruise control components, anti-lock brake module and sensor, electronic air suspension (excluding air-lift bags), engine mounts, transmission vacuum module and mounts, and transmission module, distributor cap and rotor, fuel tank and lines, diesel injectors and line.

##### 5D. COVERED ITEMS - "PremiumCARE"

If You elected PremiumCARE, all Failures are covered EXCEPT for those items excluded in the Provision titled: "WHAT IS NOT COVERED BY THIS AGREEMENT."

## TERMS AND CONDITIONS

### 5E. COVERED ITEMS - "LeaseCARE"

If You elected LeaseCARE, You have PremiumCARE coverage with Wear Items.

### 5F. COVERED ITEMS - "Powertrain Wrap Coverage"

If You elected Powertrain Wrap Coverage, You have new PremiumCARE coverage for all components **except components covered under PowertrainCARE**. Powertrain Wrap Coverage applies only to the original Service Contract Holder for the selected coverage and is not transferable to any subsequent vehicle owner.

### 5G. COVERED ITEMS - "RentalCARE"

If You elected RentalCARE coverage, We will reimburse You for the actual charges up to \$35 per day (including tax) on Ford and Competitive Make vehicles and \$45 per day (including tax) on Lincoln vehicles (\$72 per day on Aviator, MKT, Navigator) that You incur to rent a motor vehicle for up to (3) days while Your Vehicle is being repaired as long as the service or repair is: (1) covered under the terms of this Agreement (2) covered by the New Vehicle Limited Warranty or (3) the result of a manufacturer's recall or customer satisfaction program and (4) the vehicle is rented from a Ford or Lincoln dealership or other commercial agency that rents or leases motor vehicles as its principal business. To determine the (3) day rental coverage period, the first day of coverage is the day You deliver Your Vehicle for repair or service. If You elected RentalCARE Coverage with a plan term beyond the 3 years or 36 months from the New Vehicle Limited Warranty, You will receive component coverage under our PremiumCARE plan upon expiration of the earlier of 3 years or 36 months from the New Vehicle Limited Warranty, for the additional plan term You selected.

### 6. ADDITIONAL BENEFITS

**6A. ROADSIDE ASSISTANCE COVERAGE** - For questions or inquiries, You should address correspondence to Ford/Lincoln Roadside at P.O. Box 9145, Medford, MA 02155. Roadside Assistance includes: (i) Roadside Assistance Items, (ii) Emergency Travel Expense Reimbursement, and (iii) Destination Assistance. The Roadside Assistance benefits provided under this Agreement are available from Ford/Lincoln Roadside 24 hours a day, 7 days a week.

To request roadside assistance or for customer inquiries, call Ford Roadside at 800-241-3673 or Lincoln Roadside 800-521-4140.

Service providers who provide Roadside Assistance are independent contractors and not employees, agents or representatives of Ours or of Our subcontractors.

**1. ROADSIDE ASSISTANCE ITEMS COVERED:** Roadside Assistance provides coverage of up to \$100 in benefits for the following items (including the cost of the service call and labor costs for services performed at the site of the disablement): (a) lock-out assistance; (b) flat tire changes; (c) battery jump starts (electric Vehicle's main power cell batteries are not included in this coverage); (d) out of fuel assistance, which provides the delivery of gasoline or diesel fuel to You, including the cost of up to 2 gallons of fuel (5 gallons of diesel fuel for diesel engine vehicles), provided that coverage is limited to 3 "no charge" service calls during a 12 month period; (e) towing, when the Vehicle is disabled, provided this coverage is limited to one tow per disablement; and (f) winching, when the Vehicle requires standard service from a paved or country maintained road, and not for recoveries.

**ITEMS NOT COVERED:** Roadside Assistance does not provide coverage for: (a) replacement parts, (b) gasoline or diesel fuel (except as otherwise provided herein), (c) tire repair, (d) rental of towing equipment, (e) storage fees; (f) fees for labor performed at a garage or service facility; or, (g) any "out of fuel" service request if the Vehicle is located at Your residence or an operating

commercial fueling station; (h) impound towing or towing by a person other than a licensed service station or garage; (i) the assistance of any private parties or (j) alternative fuel (such as compressed natural gas or liquid propane gas). WHEN YOU CALL FOR SERVICE, YOU WILL BE CONNECTED WITH THE DISPATCHER AND A SERVICE VEHICLE WILL BE SENT TO YOUR LOCATION. PLEASE PROVIDE THE DISPATCHER WITH: 1) Your name, address and the VIN; 2) the exact location of the Vehicle; and 3) the nature of Your emergency.

**LIMIT OF LIABILITY:** If You prefer to arrange Your own roadside assistance or towing, We will reimburse You up to \$100 per disablement for the expenses You actually incur, provided that within twenty (20) days of the disablement You send a written request for Roadside Assistance benefits that includes a statement of Your loss and the original receipts for Your expenses to Ford or Lincoln Roadside at the address or email address shown herein.

**2. EMERGENCY TRAVEL EXPENSE REIMBURSEMENT** - If Your Vehicle is disabled 100 or more miles from Your residence (according to Ford Roadside records) as a result of a collision or a mechanical Failure covered by this Agreement or the New Vehicle Limited Warranty, We will reimburse You up to \$1000 for the actual Emergency Travel Expenses You incur within the first 5 days following the disablement.

**3. DESTINATION ASSISTANCE** - If the Vehicle is disabled because of a collision or Failure covered by this Agreement or a New Vehicle Limited Warranty and You require transportation to Your destination, We will reimburse Your transportation costs up to \$75. To receive reimbursement expenses under EMERGENCY TRAVEL EXPENSE REIMBURSEMENT and DESTINATION ASSISTANCE, within twenty (20) days of the disablement, You must send to Ford/Lincoln Roadside at the address shown here-in a written request for benefits that includes: (i) a statement of Your loss; (ii) the original receipts for Your expenses; (iii) a copy of the accident report filed with the state or local police (if the disablement is caused by a collision); (iv) a copy of the repair order indicating the service or repairs performed under this Agreement or the Vehicle(s) New Vehicle Limited Warranty (if the disablement is due to a Failure).

**4. TOWING REIMBURSEMENT** - If towing is necessary because a Failure occurs or services provided by Your coverage are required, Ford or Lincoln Roadside will pay the towing if the Vehicle is towed to the Selling Dealer or other Ford or Lincoln Motor Company franchised dealer. The amount of the cost to be reimbursed will depend upon the coverage You select in the Application. The towing reimbursement is limited to \$100 per incident on all Ford and Lincoln vehicles up to E, T, and F-250 vehicle series and \$200 per incident on E, T, and F-350 vehicle series and higher.

### 5. KEY SERVICES OPTION:

**5.1.A.** If You purchased the Key Services option and Your eligible vehicle keys and/or key fobs are lost, stolen, damaged or destroyed, You must return to Your selling dealer or other franchise dealer for replacement. The maximum benefit for Key Services will not exceed \$500 per year (including keys and fobs, labor charges, programming, registration, and taxes).

**5.2.B.** If You are a resident of CT, MA, PA, and WI, You will receive the Roadside Assistance Coverage and the key service described in this Section 6A as a motor club membership benefit at no additional charge to You. The motor club membership is provided for the benefit of Us by Cross Country Motor Club, Inc. in these States, except in WI where it is provided by Cross Country Motor Club of California, Inc. You may access Your membership brochure at <http://www.crosscountrymotorclub.com/fordlincolnkey-terms>.

## TERMS AND CONDITIONS

If you would like a copy mailed to you, contact Ford and Lincoln Roadside at 800-241-3673 and request a membership brochure. To receive Key Services coverage, You must return to Your selling dealer or other franchise dealer for key replacement.

**6B.1. RENTAL CAR REIMBURSEMENT:** For a covered Failure under this Agreement; the Manufacturer's Limited Warranty; or a Ford Motor Company Powertrain, Safety, Emissions coverage or recall/customer satisfaction program, You may be eligible for reimbursement of receipted expenses for a rental car or for alternate public transportation (including but not limited to Uber, Lyft, or other modes of public transportation). If you rent a vehicle, it must be from a Ford or Lincoln dealership or other commercial agency. If You meet all eligibility requirements set forth herein, We will reimburse You for vehicle rental charges or alternate public transportation costs You actually incur up to \$35 per day (including tax) on Ford and Competitive Make vehicles and \$45 per day (including tax) on Lincoln vehicles (\$72 per day on Aviator, MKT, Navigator) for up to 10 days (3 days for RentalCARE coverage plans) or until the repair is complete, whichever occurs first. Rental Car Reimbursement starts when the Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service and the vehicle is inoperable or continued operation would result in additional damage to the vehicle. Rental Car Reimbursement ends when the repair is completed.

**2. FIRST DAY RENTAL DELETE** - If You elect the First Day Rental Delete Option, an additional eligibility term for Rental Car Reimbursement is the Vehicle must be kept overnight by the repair facility because it was inoperable or would become inoperable due to continued operation.

**3. ENHANCED RENTAL OPTION:** If You elected to purchase Enhanced Rental Option, We will reimburse You for vehicle rental charges You actually incur up to \$60 per day (including tax). Not available on Lincoln Aviator, MKT and Navigator.

**6C. INTERIOR/EXTERIOR LIGHTING DELETE** - If You elect this option on PremiumCARE, Powertrain Wraps and LeaseCARE Coverages, You will not receive Interior/Exterior Lighting coverage for electrical failures on incandescent bulbs, halogen bulbs, High Intensity Discharge (HID) and LED lamp assemblies.

**6D. PICK UP & DELIVERY OPTION:** This option is available on New PremiumCARE, Ford Blue Advantage - GOLD PremiumCARE, L-CPO PremiumCARE for Lincoln vehicles and LeaseCARE Coverages on eligible vehicles with a covered Failure under this Agreement; the Manufacturer's Limited Warranty; or a Ford Motor Company Powertrain, Safety, Emissions coverage or recall/customer satisfaction program. If You elected the Pick Up & Delivery Option You must contact your selling dealership for pick-up and delivery. Your vehicle location must be within a 20 mile radius of Your selling dealer to be eligible for coverage.

**Pick Up & Delivery excludes non-covered repairs, Scheduled Maintenance Services, car washes, detailing, lease or vehicle returns or First Day Rental benefits (unless this option is included).**

**7. WHAT IS NOT COVERED BY THIS AGREEMENT:** Unless stated otherwise (see STATE SPECIFIC provisions for additional exclusions or changes) the following are excluded from coverage:

- a) Repairs covered by manufacturer recalls, insurance or in-force warranty or warranty provided by an insolvent manufacturer or insurer, even if repair coverage has been denied;
- b) Repairs to any engine, transmission and final drive components for damages caused by an after-market (non-factory installed) part including but not limited to: turbocharger, supercharger, Compressed Natural Gas (CNG), Liquid Propane Gas (LPG),

Nitrous Oxide fuel system modification or any other performance enhancing powertrain components including but not limited to racing parts or accessories;

- c) Repairs caused by loss of lubricants or fluids or contamination of oil, fluids or fuel. Repairs caused by continued operation of the vehicle after loss of lubricant or fluids or contamination of oil, fluids or fuel;
- d) Repairs caused by: (1) improper or unauthorized service procedures, collisions or other physical damage to the Vehicle; (2) damage caused by a foreign object; (3) unreasonable use (including driving over curbs, overloading, or using the Vehicle as a stationary power source); (4) continued use with an obvious failure; (5) damage from fire or explosions, road hazards, other casualty losses; or (6) losses due to negligence, including racing
- e) Failures caused by: (1) alterations or modifications of the Vehicle, including the body, chassis, or electronic components, after the Vehicle leaves the control of the manufacturer (2) any part designated for "off road only" that is not installed by the manufacturer, including, but not limited to, lift kits, oversized tires, roll bars, and performance enhancing powertrain components; (3) tampering with the Vehicle or the emissions system and components; (4) installation or use of any mechanical or electrical part not approved, certified or authorized by the Vehicle's manufacturer or any Failure caused by after-market (non-factory approved) PCM reprogramming;
- f) All repairs that are required due to a condition that existed prior to the Signature Date of this Agreement;
- g) Repairs or services caused by lack of required or recommended maintenance, per the manufacturer's guidelines;
- h) Scheduled Maintenance Services;
- i) Repairs needed to a covered part caused by the Failure of a non-covered part;
- j) Repairs to the Vehicle if the odometer is altered, broken, repaired or replaced so that We cannot determine the actual mileage on the Vehicle;
- k) Repairs to the Vehicle necessary due to operation outside of the United States, Guam, Mexico, Puerto Rico, Virgin Islands, American Samoa, or Canada;
- l) Loss of use of the Vehicle, loss of income, special or consequential damages, and personal expenses, such as motels, food, gas and mileage (except as provided by Roadside Assistance);
- m) Rental vehicle charges or fees such as mileage charges, drop-off fees, insurance, or gasoline;
- n) Shop supplies and disposal of environmental wastes from the Vehicle or fuel used during the repair of Your Vehicle or storage fees;
- o) Electrical failures on incandescent bulbs, halogen bulbs, High Intensity Discharge (HID) and LED lamp assemblies (except when Interior/Exterior Lighting Option is purchased.
- p) Service adjustments and cleaning/lubricating procedures, fixed (non-moving) body parts, bumpers, glass, moldings, ornamentation, paint, rust, sheet metal, structural underbody framework, side and rear view mirrors (glass and housing), rattles/squeaks/wind noise/odors/water leaks, tires, tune-ups, wheel balancing, wheel alignment, fogging/moisture of lamp assemblies, weather strips, wheels, wheel studs, wheel covers, convertible top and bow, fabric, liners, fasteners, carpets, dash pad, knobs, trim, upholstery, physical damage or cosmetic issues.

## TERMS AND CONDITIONS

- q) Damage caused by the environment and pollution, including airborne fallout, corrosion, chemicals, debris, tree sap, salt, hail, windstorm, lightning, freezing, flooding, earthquake, snow or ice;
- r) Damage caused by theft, vandalism, terrorism, riot or acts of war;
- s) All Wear Items are excluded except when LeaseCARE is purchased.
- t) Batteries of all types and cables, brakes (front hub, drums, shoes, linings, disc rotors, pads), exhaust system (includes catalytic converter), and software upgrades
- u) Costs or expenses of Failures not covered by this Agreement including teardown, rental expense, inspection or diagnosis.
- v) The following vehicles/manufacturers and/or usage is not covered by this Agreement: Alpha Romeo, Aston Martin, Bentley, Bugatti, Ferrari, Fisker, Hummer, Lamborghini, Land Rover, Lotus, Maserati, Maybach, McLaren, Porsche, Rolls Royce, Saab, Suzuki, Tesla and Wheego. Acura: NSX; Audi: A8, A8 L, R8, R9, R20, RS6, RS7, RS Q8, S8, SQ7 and SQ8; BMW: 6 series, 7 series, 8 series, i8, M series, Alpina, and Z8; Cadillac: V series, and XLR; Chevrolet: Camaro ZL1, Corvette 427, Corvette Z06, and Corvette ZR1; Chrysler: SRT, Dodge: Charger R/T Scat Pack, Challenger R/T Scat Pack, SRT, Stealth, and Viper; Ford: Foose F-150, GT, Mustang All Roush Performance Modified Vehicles (except Stage 1 and Stage 2), Shelby GT500KR, GTS, Supersnake, Tonka and any other Shelby Performance Modified Vehicles, all Saleen modified vehicles, and Transit Connect Electric; Honda: Civic Natural Gas and Fuel Cell X Clarity; Jaguar: F-Type, XJ series and XK series; Jeep: SRT and TrackHawk; Lexus: F, GS-F, LF-A and RC F; Mercedes-Benz: AMG, CL Class, EQC, G Class, GL Class, GLC Class, Kompessor, S Class, SL Class, and SLR Class; Nissan: GT-R; and Volkswagen: Phaeton and any model with a W12 engine, taxis, vehicles used for competitive driving/racing/off-road use, all performance modified vehicles (including Hennessey), Fuel cell vehicles, 4X2 equipped vehicles modified with 4X4 AWD capabilities and incomplete vehicles (e.g. chassis cabs, cutaways, stripped chassis).
- w) Branded Vehicles or any vehicle that does not have a valid or recognizable VIN, or the New Vehicle Limited Warranty is voided, in whole or part by the manufacturer.
- x) Vehicles manufactured for sale outside the United States, or Canada
- y) Used Core Plans and Powertrain Wrap Plans exclude all emergency vehicles (fire/ambulance), all police vehicles, limousines, livery, shuttles, and tow trucks.
- z) Coil-over shock sometimes defined as a strut, unless MacPherson style suspension component.

### 8. REPAIR INFORMATION

**8A. WHERE TO GO FOR REPAIRS:** (1) To obtain repairs or services under this Agreement on Ford, Lincoln and Mercury products, We require that You return to Your Selling Dealer or any other Ford or Lincoln franchised dealership in the United States, Canada or Mexico. On Competitive Make products, We recommend that You return to Your Selling Dealer or other repair facility to obtain repairs or services to Your vehicle. If Your Vehicle is a Ford or Mercury, call 800-392-FORD to find the nearest Ford dealership. If the Vehicle is a Lincoln, call 800-521-4140 to find the nearest Lincoln dealership. Call 800-521-4144 to determine if repairs or services to Your Competitive Make Vehicle are covered by this Agreement. (2)(a) In an Emergency Repair, You may use other repair or service facilities if all local Ford and Lincoln dealerships within a 25 mile radius are closed (b) To request reimbursement, You must provide a copy of the repair order and proof of payment to Your Selling Dealer or contact

1-800-321-7790. You have one year from the repair order open date or payment receipt date to request Your reimbursement. You are responsible for transporting the Vehicle to a repair facility and no at-home services will be provided.

### 8B. REPAIRS ARE MADE WITH AUTHORIZED NEW OR

**REMANUFACTURED PARTS:** All repairs will be made with Ford authorized new or remanufactured parts or other products We authorize, including parts not produced by the manufacturer of Your Vehicle. If parts are unavailable, We may offer You a cash settlement equivalent to the cost of parts or repair.

**8C. LOSS LIMITS:** Our liability for any one (1) repair or service visit shall not exceed the current Retail Value of Your vehicle immediately prior to the break down. We will only participate in a repair and have no obligation to remit payment in lieu of repair. All benefits are subject to this limit of liability.

**9. YOUR RESPONSIBILITIES FOR CARE OF THE VEHICLE:** To obtain coverage or reimbursement under this Agreement, You must: (i) properly operate the Vehicle and (ii) provide proof of Scheduled Maintenance Services. Proof of Scheduled Maintenance Services includes maintenance records that show mileage, date of maintenance service, VIN, and the maintenance that was performed. Please review the Owner's Guide for Your Scheduled Maintenance Service requirements that are provided to You at the time of vehicle purchase. If You perform Your own Scheduled Maintenance Services, You must maintain a log including date, mileage and description of each maintenance service and provide corresponding receipts for purchases of parts and fluids.

**10. INELIGIBLE OR EXCESS COVERAGE:** If You were charged for coverage for which Your Vehicle is ineligible or coverage in excess of the maximum allowed under this Agreement, We will refund the excess charge. If You financed Your Agreement, We will send the refund to Your lender with instructions to credit Your loan. You will be notified of the refund and the termination of any ineligible or excess coverage.

**11. CONTRACT MODIFICATIONS & CHANGES:** If Your coverage under this Agreement has not expired or been otherwise limited, it may be modified or changed by You, as shown below:

**NEW CORE COVERAGE:** For all Ford, Lincoln or Mercury Vehicles, You may change Your coverage under this Agreement: (i) before the expiration of the New Vehicle Limited Warranty; or (ii) within the first 90 days after the Signature Date.

For all Competitive Make Vehicles, You may change Your coverage under this Agreement: (i) before the expiration of the first 3 years from the Warranty Start Date or within the first 36,000 miles from Zero Miles; whichever occurs first. or (ii) within the first 90 days after the Signature Date.

On New Core Coverages purchased beyond 12 months or 12,000 miles, whichever comes first, within the New Vehicle Limited Warranty coverage, We will charge a \$100 fee for changes to coverage ("12/12 Surcharge"). On New Core Coverages purchased beyond the 5 months or 5,000 miles of the 3 year or 36,000 miles New Vehicle Limited Warranty coverage expiration on Ford and Competitive Make Vehicles or beyond the 5 months or 5,000 miles of the 4 years or 50,000 miles New Vehicle Limited Warranty coverage expiration on Lincoln vehicles, We will charge a \$200 fee (includes the 12/12 Surcharge) for changes to coverage.

**USED CORE COVERAGE PLANS:** You may change Your coverage under this Agreement within the first 90 days after the Signature Date.

**11A. TRANSFERABILITY:** You may transfer this Agreement, subject to a \$75 transfer fee. You or the transferee of this Agreement must initiate the transfer process by providing the following items to any

## TERMS AND CONDITIONS

Ford or Lincoln dealership or to Us at P.O. Box 6045, Dearborn, Michigan 48121 within 180 days of the vehicle sale:

(i) a letter, signed by You, transferring this Agreement to the transferee; (ii) a statement of the mileage on the Vehicle at the time of transfer; and (iii) the name and address of the transferee.

**You may not transfer coverage if the Vehicle becomes a Branded Vehicle or is repossessed. Transferred Agreements may not be cancelled.**

### 12. CANCELLATION AND REFUND

#### (A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:

You may cancel this Agreement at any time and for any reason and You will be entitled to a refund from Us, described below.

(1) If We or the Selling Dealer receive a written cancellation request, on or before the 30th day from the Signature Date and no claim has been filed under this Agreement, this Agreement will be void, and You will be entitled to a refund equal to the full Purchase Price You paid for this Agreement. This right is not transferable and is limited to the original contract holder. (2) If We or the Selling Dealer receive a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 30th day from the Signature Date or if a claim has been filed at any time during the term of this Agreement, We will divide the Purchase Price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. We will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro Rata basis" or "pro rata") to You or Your lender, minus a \$75 cancellation fee. In all instances if You cancel this Agreement, We will issue a refund or credit Your account no more than 45 days from the date We or the Selling Dealer receive notice of Your request to cancel this Agreement.

(3) If the Selling Dealer is no longer in business, then You may submit a written request to Us or one of the Administrators at the address referenced in Section 1. We are responsible for all refunds under this Agreement.

(4) You may not cancel the options You purchased without canceling the entire Agreement. If this Agreement expires under the time or mileage limitations, You are not entitled to a refund.

(5) If You have financed this Agreement, (a) any refund due under this Agreement will be made payable to the lienholder, up to the amount of the lien; and (b) only that portion of a refund due under this Agreement in excess of the amount of the lien will be paid to You. If this Agreement was not financed, any refund due under this Agreement will be paid by check issued in Your name. If Your lienholder cancels this Agreement, the refund amount will be calculated in accordance with 12(A)(1) and (2), or as amended in the state specific section applicable to You. Strictly for purposes of determining refund obligations for lienholder cancellation, "You" shall be defined to include the lienholder in this Agreement.

**(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:** We may cancel this Agreement if You fail to comply with this Agreement. If We cancel this Agreement, We will refund the Purchase Price on a Pro Rata basis. We may cancel this Agreement if You fail to comply with this Agreement. If We cancel this Agreement before the end of the 30th day from the Signature Date, and if no claims have been filed, We will return to You the full Purchase Price that You paid for this Agreement. If We cancel this Agreement after the 30th day from the Signature Date, or if You have filed a claim, We will refund the Purchase Price You paid on a Pro Rata basis. We will not deduct a cancellation fee from Your refund if We cancel.

If We cancel this Agreement, We will issue a refund or credit Your account no more than 45 days from the effective date of cancellation.

**(C) RENEWABILITY.** This Agreement is not renewable.

**13. DISPUTE RESOLUTION & ARBITRATION:** Either You or We may choose to have any dispute related to this Agreement or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). You agree not to consolidate or group Your dispute with other arbitration or disputes concerning this Agreement or Application. You agree that You will not participate in any class arbitration concerning this Agreement or Application. We do not agree to class arbitration. To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or [www.auto.bbb.org/extendedserviceplan](http://www.auto.bbb.org/extendedserviceplan). If there is a conflict between the Rules and this Agreement, this Agreement shall govern. If You initiate the arbitration process, BBB will charge You an arbitration filing fee of \$50.

You may employ an attorney to represent You in the arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney. This Agreement is subject to the Federal Arbitration Act, 9 U.S.C. §§1 et seq. The arbitration decision shall be in writing with a supporting opinion.

**14. STATE SPECIFIC PROVISIONS:** The following provisions are applicable in the states set forth below and modify only those specific terms referenced. The state specific provisions shall replace only those conflicting terms in the main body of this Agreement; however, if the state specific section does not conflict with the main body Agreement, the state specific language should be considered in addition to the main body of this Agreement.

[OTHER STATE SPECIFIC ENDORSEMENTS WILL BE INCLUDED WHERE REQUIRED BY LAW]

# ATTACHMENT

C

KGA-CHEY,LLC.  
 2200 WESTLAND RD  
 CHEYENNE, WY 82001  
 307-638-3335

CUST# 31322

**RETAIL PURCHASE AGREEMENT**

Deal Number: **1000612**

Purchaser's Name(s): **LARAMIE COUNTY** Date: **11/30/2021**

Address: **310 W 19TH ST CHEYENNE, WY 82001** County: \_\_\_\_\_

Telephone (1): **307-633-4513** Telephone (2): **307-637-8000** DOB: \_\_\_\_\_

E-mail: \_\_\_\_\_ D.L./State I.D.# \_\_\_\_\_ Issuing State: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR <b>2021</b>	MAKE <b>FORD</b>	MODEL <b>F-150</b>	COLOR <b>CARBONIZED GRAY</b>	STOCK NO. <b>MFD12594</b>
VIN/SERIAL NO. <b>1FTFW1E82MFD12594</b>		ODOMETER READING <input type="checkbox"/> Not Accurate <b>5</b>	SALESPERSON <b>DAVID SUTHERLAND</b>	

THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> PRIOR LEASE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER
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<b>WARRANTY STATEMENT</b>	CASH PRICE OF VEHICLE	<b>43396.00</b>
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We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.	N/A	N/A
	ford powertrain care	3310.00
	N/A	N/A
	N/A	N/A
	N/A	N/A

<b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.	N/A	N/A
	N/A	N/A
	N/A	N/A
	N/A	N/A

We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.

<b>TRADE-IN VEHICLE INFORMATION</b>	N/A	N/A
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Year: <b>N/A</b> Make: <b>N/A</b> Model: <b>N/A</b> Color: <b>N/A</b>	N/A	N/A
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VIN/Serial No.: <b>N/A</b> Odometer Reading: <input type="checkbox"/> Not Accurate <b>N/A</b>	N/A	N/A
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Trade-In Allowance: <b>N/A</b> Balance Owed & Lienholder: <b>N/A</b>	N/A	N/A
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\*The Deposit/Down Payment received from you is not refundable, except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will refrain from selling the Vehicle for \_\_\_\_\_ days.

X _____ x <b>N/A</b>	N/A	N/A
<b>TOTAL DUE</b>		<b>46706.00</b>

<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>	LESS DEPOSIT/DOWN PAYMENT*	N/A
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<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION <input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT	LESS REBATE	N/A
	PRIOR CREDIT BAL	N/A
	LESS CASH DUE AT DELIVERY	N/A
	AMOUNT TO BE FINANCED (See Paragraphs 11 and 14)	

This Agreement and any documents which are a part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser \_\_\_\_\_ **11/30/2021** Accepted by  Authorized Dealership Representative **11/30/2021**

## ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

Initial

1. **Terms Used In This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:
  - **Agreement** - Means all of the pages of this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself.
  - **You, Your** - Means the Purchaser(s) identified in this Agreement.
  - **We, Us, Our** - Means the Dealership that is identified in this Agreement and its Authorized Representatives.
  - **Manufacturer** - Means the company that manufactured the Vehicle.
  - **Vehicle** - Means the Vehicle that you are purchasing from us as described in this Agreement.
  - **Trade-In Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.
2. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
3. **Manufacturer's Design Changes:** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.
4. **Your Representations and Warranties:** You represent and affirm to us that (a) You are not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You confirm that we are relying on this representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if we suffer any loss or harm as a result of your breach of this provision, you agree to indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Deposit/Down Payment and any amounts due to us have been paid in full, any check given to us will be honored by your Bank, and that no part of the Deposit/Down Payment has been loaned to you by us or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) you are who you have represented yourself to be and you have purchased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to us.
5. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, rebuilt, flood, or lemon buyback vehicle; that you have the right to sell or otherwise convey such vehicle; that such vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; all emissions control equipment is on the vehicle and in satisfactory working order; and, unless you have told us otherwise, that you have not removed any equipment from the vehicle subsequent to our appraisal and that the odometer reading shown is accurate.
6. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
7. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
8. **Remedies Upon Rightful Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you on the date specified or pursuant to Paragraphs 2, 7, or 14. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.
9. **Purchaser's Default and Dealership's Remedies:** In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (1) cancel this Retail Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) in the event that you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph 9 shall be in addition to, and not in lieu of, any other remedies available under the Retail Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.
10. **Other Products and Services:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Amount to be Financed under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the Lender.
11. **Dealer Assisted Financing:** If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender. We do not make any representations or warranties regarding whether you obtained the best rate or could have obtained a better rate from us or a third party.
12. **GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF WYOMING.**
13. **LIMIT ON DAMAGES: TO THE EXTENT PERMITTED BY WYOMING LAW, PURCHASER EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**
14. **CONDITIONAL DELIVERY AGREEMENT/LIMITED RIGHT TO CANCEL:** You may secure financing for this transaction through us or a financial institution of your choice. If you have elected to secure financing through us, the provisions of the Conditional Delivery Agreement/Limited Right to Cancel will apply. You agree that we may immediately proceed to sell any Trade-In Vehicle, even if it is sold prior to the assignment of the Retail Installment Sale Contract to a financing institution. We may cancel this Agreement if: (1) you provide false or incomplete information regarding your creditworthiness; (2) your credit application is not approved by a financing source; or (3) your purchase is subject to the Conditional Delivery Agreement/Limited Right to Cancel and the Retail Installment Sale Contract is not accepted or approved by a financing source on terms acceptable to us.
15. **Entire Agreement and Signing Other Documents:** This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.



**KGA-CHEY,LLC.**  
2200 WESTLAND RD  
CHEYENNE WY 82001  
307-638-3335

DEAL#: 1000612  
STK#: MFD12594  
CUST#: 31322

## WE OWE - DELIVERY CONFIRMATION

Customer Name(s): LARAMIE COUNTY

Street Address: 310 W 19TH ST CHEYENNE WY 82001

Home Telephone: 307-633-4513 Cell Phone: \_\_\_\_\_ Email: N/A

Vehicle Description: 2021 FORD F-150 1FTFW1E82MFD12594  
Year Make Model Vehicle Identification Number (VIN)

Our Dealership has prepared this Delivery Confirmation to ensure your satisfaction with the vehicle and to make sure there are no misunderstandings between us with respect to the transaction. Representatives of this Dealership are not authorized to make any oral promises to you. If our Dealership has agreed to provide any goods and/or services with respect to the vehicle that have not been received at the time of delivery of the vehicle, those items must be listed below.

### DEALER OBLIGATIONS

I HAVE RECEIVED ALL OF THE PRODUCTS AND SERVICES PROMISED TO ME IN CONNECTION WITH THIS TRANSACTION AT THE TIME OF DELIVERY.

AS OF THE TIME OF DELIVERY, I HAVE YET TO RECEIVE THE FOLLOWING PRODUCTS AND/OR SERVICES PROMISED TO ME IN CONNECTION WITH THIS TRANSACTION:

N/A  
N/A  
N/A  
N/A  
N/A

Initials: \_\_\_\_\_

### CUSTOMER OBLIGATIONS

N/A  
N/A  
N/A  
N/A  
N/A  
N/A  
N/A

Initials: \_\_\_\_\_

By signing below, you are acknowledging that you had the opportunity to inspect the vehicle and found it free from any reasonably discoverable defects. You are also agreeing that you had the opportunity to review the entire transaction, that the Dealership has satisfactorily addressed any questions or concerns you had, and that nothing has been promised to you that has not been put into writing. If anything is listed above, please call the Dealership in advance to schedule a time to receive the products and/or services listed. This Delivery Confirmation Form is hereby incorporated by reference into the Retail Purchase/Retail Lease Agreement for this transaction.

**I hereby accept this Delivery Confirmation with the understanding that it is valid for only thirty (30) days from the date of issuance and that I must make an advance appointment with the service department before the above work can be performed.**

Customer \_\_\_\_\_ Date 11/30/2021

Authorized Dealership Representative  Date 11/30/2021

Customer N/A Date N/A

DAVID SUTHERLAND  
Salesperson Name 84954\*1\*KGC-FI

WYOMING MOTOR VEHICLE DEALER FORM  
\*\*TITLE RE-ASSIGNMENT\*\*ODOMETER STATEMENT\*\*VIN INSPECTION\*\*

2539250

Make **FORD** Year **2021** Body **PU** Title No. \_\_\_\_\_ State \_\_\_\_\_  
Trim \_\_\_\_\_ VIN **1FTFW1E82MFD12594** BASE/MSRP PRICE FOR NEW VEHICLES **\$ 42635.00**

DEALER REASSIGNMENT AND ODOMETER STATEMENT

PLEASE PRINT

OWNERS AGREE THAT TITLE WILL SHOW JOINT OWNERSHIP WITH SURVIVORSHIP  YES  NO

PURCHASER(S) NAME **LARAMIE COUNTY**

PURCHASER(S) ADDRESS **310 W 19TH ST CHEYENNE WY 82001**

Amount of Lien \$ \_\_\_\_\_ Date of Lien \_\_\_\_\_

Name and Address Of Secured Party \_\_\_\_\_

FEDERAL AND STATE LAW require that you state mileage upon transfer of ownership. Failure to comply or providing a false statement may result in fines and / or imprisonment.

I, **KGA-CHEY,LLC.** state that the odometer now reads \_\_\_\_\_ miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the following statements is checked.  
Transferor's Name (Seller)  
**5**  
Odometer reading (No Tenths)

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
  - (2) I hereby certify that the odometer reading is not the actual mileage: WARNING - ODOMETER DISCREPANCY
- I/WE do hereby certify and warrant that I/WE am/are the true and lawful owner of the vehicle described herein and further warrant that the liens and encumbrances noted hereon are the only liens and encumbrances against the vehicle herein described and hereby transfer and convey all rights, title and interest that I/WE have in the vehicle herein described to the described purchaser; and if the vehicle herein described is a mobile home, do hereby certify that all taxes due for the preceding and current year on the mobile home have been paid.  
*NOTE - Effective 1/1/2021 the Federal odometer statement exemption is for vehicles with 20 years or more of service for vehicles of a model year of 2011 and newer. Vehicles with a model year of 2010 and older remain under the 10 years or more of service exemption.*

DEALER SIGNATURE \_\_\_\_\_ DATE **11/30/2021**

PRINT NAME **KGA-CHEY,LLC.**  
(Dealership Name & Individual Signing for Dealer)

PRINT ADDRESS OF DEALER **2200 WESTLAND RD CHEYENNE WY 82001** DEALER # **F02-12863**  
(City, State, Zip)

Does this motor vehicle currently have or ever had a branded title? Yes  No  **N/A**  
Has this motor vehicle been declared a total loss by an insurance company OR sustained 75% damage of actual cash value? Yes  No

**REQUIRED**  
\*\*PURCHASER(S) SIGNATURE \_\_\_\_\_ **LARAMIE COUNTY**  
(ACKNOWLEDGMENT OF ODOMETER STATEMENT AND BRAND DISCLOSURE) \*\*PRINT NAME (REQUIRED)

VEHICLE IDENTIFICATION STATEMENT

I HAVE PERSONALLY INSPECTED THE VEHICLE IDENTIFICATION NUMBER DISPLAYED ON THE DESCRIBED VEHICLE IN WYOMING. The information entered by me is correct, according to my personal inspection, and subject to the penalties of perjury.

SIGNATURE \_\_\_\_\_ DATE **11/30/2021**

DEALER LICENSE NO. **F02-12863** DEALERSHIP NAME **KGA-CHEY,LLC.**

NOTARY SEAL

NOTARY OF DEALER'S SIGNATURE

APPEARED BEFORE ME IN THE STATE OF **WY**  
COUNTY OF **LARAMIE** THIS **30** DAY OF **Nov**, 2021

NOTARY PUBLIC SIGNATURE \_\_\_\_\_ COMMISSION EXPIRATION DATE \_\_\_\_\_

I hereby swear and affirm under penalty of perjury that All information on this application for CERTIFICATE OF TITLE is true and correct and that I am lawfully applying for Wyoming Title. I further warrant that said vehicle is owned by me (us) and is subject to the liens shown and none other.

SIGNATURE OF PURCHASER(S) \_\_\_\_\_

SIGNATURE OF PURCHASER(S) **N/A**

DEALER REASSIGNMENT AND ODOMETER STATEMENT AND BRAND DISCLOSURE

VIN INSPECTION

NOTARY

PURCHASER'S APPLICATION



# Wyoming Sales/Use Tax Statement for Motor Vehicle Sales

Wyoming Dept of Revenue  
Excise Tax Division  
122 W. 25th Street, 2W  
Cheyenne, WY 82002-0110  
DEAL# 1000612  
CUST# 31322  
Phone: 307-777-5200 Fax: 307-777-3632

### Purchaser's Information:

### Seller's Information:

Purchaser's Name <b>LARAMIE COUNTY</b>	Phone Number	Seller's Name <b>KGA-CHEY,LLC.</b>	Phone Number <b>307-638-3335</b>
Principal Place of Residence - Street or Other Address <b>310 W 19TH ST</b>		Street or Other Address <b>2200 WESTLAND RD</b>	
City <b>CHEYENNE</b>	State <b>WY</b>	Zip Code <b>82001</b>	
City <b>CHEYENNE</b>	State <b>WY</b>	Zip Code <b>82001</b>	

### Purchased Vehicle's Description:

Year <b>2021</b>	Make <b>FORD</b>	Model <b>F-150</b>	Trim
Vehicle Identification Number (VIN) <b>1FTFW1E82MFD12594</b>		Manufacturer's Suggested Retail Price (MSRP)	Date of Purchase <b>11/30/2021</b>

### Trade- In Vehicle's Description:

Year	Make	Model	Trim
Vehicle Identification Number (VIN)		Name on Title	

### Tax Computation:

1. Total sales price .....	<b>1</b>	<b>43396.00</b>
2. Less trade-in allowance .....	<b>2</b>	<b>N/A</b>
(a) Leased vehicle's buyout amount on trade-in value <input style="width: 100px;" type="text"/>		
3. Less manufacturer's rebate assigned to dealer at time of sale .....	<b>3</b>	<b>N/A</b>
4. Tax base (Line 1 minus Lines 2 and 3) .....	<b>4</b>	<b>43396.00</b>
5. Total estimated sales tax due (Line 4 times tax rate of <u>6</u> %) .....	<b>5</b>	<b>2603.76</b>

### Instructions:

- **Manufacturer's Suggested Retail Price** (MSRP) is based on the year, make, model and trim level only. Additional options (such as sunroof, AC, power seats, etc.) should not be added to this figure.
- **Trade-In Vehicle's Title** must already be in purchaser's name to reduce sales/use tax due on purchased vehicle.
- **"Total Sales Price"** must include all costs incurred by the vendor or seller prior to the retail sale, i.e. incoming freight, accessories, documentary fees, preparation & handling, and standard warranties. These items are a component of the cost of goods sold. Total sales price does not include costs incurred after the retail sale, i.e. outgoing freight, titling and licensing fees and extended warranties.
- **Leased vehicles** may not be used as the trade-in allowance unless the leased vehicle's buy-out option has been exercised, the title has been transferred to the purchaser, and the sales/use tax on the buy-out amount has been paid.
- **Line 5 must be completed identifying the estimated tax the purchaser can expect to pay based on the Principal Place of Residence.**
- **Payment of the sales/use tax must be made within 65 days of the date of purchase.**
- Penalty for late payment is 10% of the tax due, with a minimum penalty of \$25
- Interest on late payment is 1% of the tax due per month or fraction thereof.

**SIGN  
HERE**

Signature of Seller

Signature of Purchaser or Agent of Purchaser

**11/30/2021**  
Date

# NATIONAL VEHICLE SERVICE CONTRACT APPLICATION, TERMS & CONDITIONS

(Excludes Medium Duty, Incomplete and Diesel EngineCARE plans)



Vehicle Identification Number ("VIN") (17 Digits) 1FTFW1E82MFD12594			Signature Date 11/30/2021	Warranty Start Date 11/30/2021	<b>FBA/L-CPO Upgrade Plans</b> <input type="checkbox"/> FBA (Gold) <input type="checkbox"/> FBA (Blue) <input type="checkbox"/> L-CPO
Internet Sale <input type="checkbox"/>	IPP <input type="checkbox"/>	IPP Term	Current Mileage 5		
<b>Surcharges:</b> <input type="checkbox"/> 12 Months/12,000 Miles <input type="checkbox"/> Snowplow <input checked="" type="checkbox"/> Commercial Use <input type="checkbox"/> 36 Months/36,000 Miles (Ford Competitive Make) or 48 Months/50,000 Miles (Lincoln Vehicles) <input type="checkbox"/> Specialty - Emergency (Fire, Ambulance, Police [Non-Ford], Limo, Livery, Shuttle, Tow Truck)					<b>Non-CPO Wraps</b> <input type="checkbox"/> Powertrain

**New Plan Coverage:** (Coverage begins at Warranty Start Date and Zero Miles)

- **Core or FBA Gold (Ford) Upgrade** - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE (Standard Deductible is \$100)
- **L-CPO (Lincoln)** - PremiumCARE (Standard Deductible is \$100)
- **PowertrainCARE Wraps** - (Standard Deductible is \$100)
- **LeaseCARE** - New PremiumCARE with Wear Items (Standard Deductible is \$0)
- **RentalCARE** - (Standard Deductible is \$0)

**Used Plan Coverage:** (Coverage begins at Signature Date and Current Miles)

- **Core** - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE (Standard Deductible is \$100)
- **FBA(Blue) Upgrade (3 months/4,000 miles)** - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE (Standard Deductible is \$100)

PLAN COVERAGE	Deductible	Plan Term		Plan Expiration - (Earliest of)		Purchase Price	Sales Tax	Total Purchase Price with Sales Tax
		Month	Mileage	Date	Mileage			
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used								
PowertrainCARE	\$100	96	150000	11/30/2029	150000	3310.00	0.00	\$3310.00

Options    Enhanced Rental    Pick Up & Delivery    Key Services Delete    Interior/Exterior Lighting Delete    First Day Rental Delete

## DISCLOSURE INFORMATION:

**THIS IS NOT AN INSURANCE CONTRACT. THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.** I acknowledge receipt of a complete copy of this Application and Terms and Conditions (the "Agreement") at signing and agree to all the terms and conditions. I agree to maintain the covered vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.

## SERVICE CONTRACT HOLDER/PURCHASER

Name Laramie County	
Signature (Not Valid without Signature) Laramie County	Signature Date 11/30/2021
Address (City/State/Zip Code) 310 West 19th St Cheyenne WY 82001	
Customer's E-Mail Address	
Service Contract Lienholder Name	

## DEALERSHIP INFORMATION

Dealership Signature David Sutherland	
Dealer Name Ken Garff Ford Cheyenne	Telephone No
Address (City/State/Zip Code) 2200 Westland Road Cheyenne WY 820013330	
Employee Stars Id 0 0 0 9 3 1 1 5 2	P&A Code 0 0 7 0 0

## TERMS AND CONDITIONS

### 1A. INTRODUCTION & PARTIES (FORD MOTOR SERVICE COMPANY):

All service contract obligations, including the Application (this "Agreement") are between Ford Motor Service Company, the Service Contract Provider (hereinafter referred to as "We", "Us" or "Our") and the Service Contract Holder (hereinafter referred to as "You" or "Your"). You may contact Us at the following address:

Ford/Lincoln Protect Headquarters  
P.O. Box 6045  
Dearborn, Michigan 48121  
Toll-free number 800-521-4144

**FULL FAITH AND CREDIT STATEMENT:** In all states except as provided in 1B and 1C below, all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Service Company and are not guaranteed under a service contract reimbursement policy.

**1B. INTRODUCTION & PARTIES (FORD MOTOR COMPANY):** If You live in ND, NE, or WA, and Your vehicle is a Ford, Lincoln or Mercury, all service contract obligations under this Agreement, are between Ford Motor Company, the Service Contract Provider (hereinafter referred to as "We", "Us", or "Our") and the Service Contract Holder (hereinafter referred to as "You or "Your"). You may contact Us at the address listed above in 1A

**FULL FAITH AND CREDIT STATEMENT:** In 1B, all service contract obligations under this Agreement are backed by the full faith and credit of Ford Motor Company.

**1C. INSURED AGREEMENT STATEMENT:** In the states of IA, IN, MD, ND, NE, WA and WI, all service contract obligations on Competitive Make Products are fully insured and guaranteed by a policy of contractual liability insurance or service contract reimbursement insurance. The policy is issued by:

The American Road Insurance Company  
P.O. Box 6045  
Dearborn, Michigan 48121  
Toll-free number: 800-233-5819

**1D. INSURER GUARANTEE:** In the states of IA, IN, MD, ND, NE, WA and WI, Our obligations are guaranteed under a service contract reimbursement insurance policy (policy # 81-3101-2021-001) issued by The American Road Insurance Company, which is identified in Section 1C of this Agreement. If We do not provide, or reimburse, or pay for, a service that is covered by this Agreement within sixty (60) days after You file a claim and provide Us proof of loss, or if We become insolvent or otherwise financially impaired, or issue a refund under this Agreement, You may file a claim directly with The American Road Insurance Company using the contact information listed in Section 1C. Any claim You file under this Agreement with The American Road Insurance Company will be subject to the exclusions, deductibles, and limitations set forth in this Agreement.

**1E. ADMINISTRATORS:** We use the following Administrators in all states except Florida and Utah:

Percepta Philippines (TX Lic. #SCP(a)-172)  
Percepta LLC (TX Lic. #SCP(a)-171)  
P.O. Box 6045  
Dearborn, Michigan 48121  
Toll Free Number: 800-233-5819

**2A. ENTIRE AGREEMENT:** This Agreement, which includes the Application, is the complete and exclusive statement of the agreement and understanding between You and Us regarding the extended service contract and related benefits for Your vehicle.

**2B. WHEN COVERAGE BEGINS AND ENDS:** For NEW PLAN AGREEMENTS, Coverage begins at the New Vehicle Limited Warranty

Start Date and Zero Miles. Coverage ends at the earliest of the Number of Months Purchased or the Number of Miles purchased from the New Vehicle Limited Warranty Start Date or Zero Miles. **USED PLAN AGREEMENTS ON ELIGIBLE FORD, LINCOLN OR MERCURY VEHICLES THAT HAVE NEW VEHICLE LIMITED WARRANTY REMAINING AT THE TIME OF PURCHASE,** Coverage begins at the Signature Date and Current Mileage. Coverage ENDS the earlier of the Number of Months Purchased or the Number of Miles Purchased from the expiration of the New Vehicle Limited Warranty.

**USED PLAN AGREEMENTS ON ELIGIBLE FORD, LINCOLN OR MERCURY VEHICLES THAT HAVE NO NEW VEHICLE LIMITED WARRANTY REMAINING AND ELIGIBLE USED COMPETITIVE MAKE VEHICLES (REGARDLESS OF WARRANTY STATUS),** Coverage BEGINS at the Signature Date and Current Mileage. Coverage ENDS at the earlier of the Number of Months Purchased or the Number of Miles Purchased from the Signature Date and Current Mileage.

**3. DEFINITIONS:** In this Agreement, the following capitalized terms have the meanings assigned to them:

**Branded Vehicle** means a vehicle that has a valid certificate of title that indicates: (i) a salvage title, (ii) that the vehicle was stolen or (iii) that an insurance carrier insuring the vehicle determined that the physical damage to the vehicle exceeded the value of the vehicle.

**Commercial A** vehicle is employed in a "Commercial Use" and subject to applicable surcharge if:

- it is used primarily for business purposes, or for government purposes, including by an individual or multiple drivers of any government agency or municipality;
- it is used in a farm, delivery, or construction business;
- it is designated by the selling Dealer as a vehicle for "Commercial Use" when the sale is reported to the vehicle's manufacturer as a Commercial unit

**Competitive Make Vehicle** means any vehicle other than a Ford, Lincoln, or Mercury vehicle.

**Disappearing Deductible** means a deductible option under which there is no deductible charged for each Eligible Repair Visit when repairs or services are performed by the Selling Dealer.

**Emergency Repair** means necessary service or repair to an inoperable Vehicle at a dealer or repair provider other than a Ford or Lincoln dealership due to covered Failure

**Failure** means a cessation of normal mechanical or electrical functioning of the Vehicle components covered by this Agreement that arise from defects in materials or workmanship or caused by normal wear and tear covered by this Agreement

**Ford Blue Advantage (FBA) Upgrade Coverage** means core coverage purchased for an additional price providing additional component coverage with longer term and/or mileage benefits on Ford (Gold or Blue) and Competitive Make vehicles (Blue only).

**Internal Lubricated Parts** means parts within the engine block that are part of the reciprocating/moving assembly including crankshaft, camshaft, pistons, connecting rods, valve train components (i.e. valves, springs, keepers, rockers, lash adjusters, tappets/lifters, piston rings, oil pump, oil pressure regulator and piston wrist pins).

**L-CPO (Lincoln) Upgrade Coverage** means PremiumCARE coverage purchased for an additional price providing longer term and/or mileage coverage on Lincoln vehicles.

**New Vehicle Limited Warranty** means the manufacturer's original limited bumper-to-bumper warranty covering a new Vehicle or the parts and components of the new Vehicle.

**Retail Value of the Vehicle** means the retail value of the Vehicle at the time immediately prior to the breakdown requiring repair or service, as determined by "National Auto Dealers Association

## TERMS AND CONDITIONS

(N.A.D.A.) Guide” or other nationally published vehicle valuation guide, taking into consideration the location, mileage and condition of the Vehicle.

**Scheduled Maintenance Services** means all scheduled maintenance services at the service intervals listed in the Scheduled Maintenance Guide for the Vehicle, including adherence to the normal or severe duty mileage and time requirements depending on vehicle usage.

**Selling Dealer** means the authorized Ford or Lincoln dealership that sold the service contract represented by this Agreement.

**Signature Date** means the date You signed the Application to this Agreement.

**Snowplow** means any new or used F-150 (except 2011-2012 model years), F-250, F-350, F-450 or equivalent Competitive Make pickup truck that is factory equipped with a Snowplow Prep Package and used to plow snow.

**Warranty Start Date, for the New Vehicle Limited Warranty**, means the date on which the Vehicle was placed into original service.

**Wear Items** means coverage for brake pads and linings, clutch disc, spark plugs, engine belts, coolant hoses, hose clamps and o-ring seals, wiper blades and shock absorbers/struts replaced due to normal wear and tear, not as part of a scheduled maintenance interval.

#### 4. DEDUCTIBLES:

##### STANDARD DEDUCTIBLES

If You elected coverage with a Standard Deductible or Optional Deductible, We will charge You that deductible for each Eligible Repair Visit, regardless of the number of Failures to be repaired.

##### OPTIONAL DEDUCTIBLES

Deductible options are not available on LeaseCARE and RentalCARE Coverages. The \$0 Deductible Option is not available on Used Core Plan Coverages.

**5. WHAT THIS AGREEMENT COVERS:** Subject to the deductibles, exclusions and other limitations in this Agreement and depending on the Plan Coverage You elected, We will either: (a) repair or replace covered Failures (including parts, labor costs and applicable taxes) or (b) reimburse You in the event of an Emergency Repair. We have the right to review the requested repair or inspect the Vehicle prior to authorizing any repair or reimbursement.

##### 5A. COVERED ITEMS - “PowertrainCARE”

If You elected PowertrainCARE, the following items are covered Coverages.

**Engine** - Cylinder block and Internal Lubricated Parts, seals and gaskets, the cylinder heads, manifold (Exhaust, Intake and bolts), factory installed turbocharger/ supercharger units, timing chain (gears or belt), flywheel, valve covers, oil pan, timing chain cover, oil pump, water pump, thermostat, thermostat housing.

**(EXCEPTIONS: FUEL INJECTION COMPONENTS ARE NOT COVERED)**

**Transmission** - Transmission case and all internal parts including torque converter and transfer case (all internal parts), seals, gaskets and transmission control module

**Front-Wheel Drive** - Front drive housing and Rear Axle Housing for AWD (including all Internal parts), universal and constant velocity joints, axle shafts, locking rings (four-wheel drive vehicles), seals and gaskets, and automatic front locking hubs (four-wheel drive).

**Rear-Wheel Drive** - Drive axle housings and Front Axle Housing for 4X4 (including all Internal parts), universal and constant velocity joints, axle shafts, seals and gaskets, and driveshafts.

##### 5B. COVERED ITEMS - “BaseCARE”

If You elected BaseCARE, You have PowertrainCARE coverage and coverage for the following additional items:

**Odometer and Speedometer** - odometer and speedometer, including all cables and connectors.

**Engine** - Metal fuel lines, harmonic balancer and bolt, and diesel injector pump.

**Steering** - Power steering pump, cooler and metal lines, couplings, seals and gaskets, manual and power steering gear housing and all internal parts, including linkages, control valve, column lock (tilt wheel), pulley assembly for power steering pump, and the idler arm (excluding Power Steering Control Module).

**Front Suspension** - MacPherson struts, Upper and lower control arms, stabilizer bar, linkage and bushings, tie rods, kingpins and bushings, spindle and spindle supports, and front axle I-beam.

**NOTE: This coverage includes only the items listed in this paragraph and does not include either frontend alignments or wheel balancing, unless the repair to such items is required in connection with the repair of a Failure.**

**Brakes** - Master cylinder, calipers and wheel cylinders, combination valve, all metal lines and fittings, power brake booster, backing plates, springs, clips and retainers, self-adjusters, parking brake linkage and cables, brake pedal shaft, brake chambers, air brake compressor, air brake foot valve, air brake quick release valve, air brake modulator relay valve, and air brake parking brake dash valve.  
**NOTE: This coverage includes only the items listed in this paragraph and does not include brake drums, rotors, linings or pads, unless the repair to such items is required in connection with the repair of a covered Failure.**

**Air Conditioning** - Compressor, condenser (excluding integral transmission cooler), evaporator, A/C compressor head, A/C compressor clutch switch, A/C clutch and clutch bearings, compressor seals, pulley and field coil.

**Electrical** - Alternator, starter motor, voltage regulator, manually operated electrical switches, ignition switch, wiper motors, electronic ignition module, radiator fan relay, fuel pump, starter motor solenoid, wiring harnesses (excluding spark plug wires), and electrical components of a heated back glass. **NOTE: Heated back glass coverage is for electrical components only and does not include general glass damage or breakage.**

##### 5C. COVERED ITEMS - “ExtraCARE”

If You elected ExtraCARE, You have PowertrainCARE and BaseCARE coverage and coverage for the following additional items:

**Engine** - Flywheel ring gear, diesel lift pump and gas and diesel fuel injectors.

**High Tech** - Automatic temperature control, air conditioner accumulator, heater blower motor, heater control assembly, heater core assembly, radiator (excluding integral transmission cooler), radiator fan, radiator fan clutch or motor, ETA pump hose assembly, electronic instrument cluster (excluding the dash pad, clock, audio and visual equipment), keyless entry system (excluding door handles), power seat motors, power window motors and regulators, power antenna, power door locks (excluding door handles and electronic key fobs), power door lock retainer clip, cruise control components, anti-lock brake module and sensor, electronic air suspension (excluding air-lift bags), engine mounts, transmission vacuum module and mounts, and transmission module, distributor cap and rotor, fuel tank and lines, diesel injectors and line.

##### 5D. COVERED ITEMS - “PremiumCARE”

If You elected PremiumCARE, all Failures are covered EXCEPT for those items excluded in the Provision titled: “WHAT IS NOT COVERED BY THIS AGREEMENT.”

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### 5E. COVERED ITEMS - "LeaseCARE"

If you elected LeaseCARE, You have PremiumCARE coverage with Wear Items.

### 5F. COVERED ITEMS - "Powertrain Wrap Coverage"

If You elected Powertrain Wrap Coverage, You have new PremiumCARE coverage for all components **except components covered under PowertrainCARE**. Powertrain Wrap Coverage applies only to the original Service Contract Holder for the selected coverage and is not transferable to any subsequent vehicle owner.

### 5G. COVERED ITEMS - "RentalCARE"

If You elected RentalCARE coverage, We will reimburse You for the actual charges up to \$35 per day (including tax) on Ford and Competitive Make vehicles and \$45 per day (including tax) on Lincoln vehicles (\$72 per day on Aviator, MKT, Navigator) that You incur to rent a motor vehicle for up to (3) days while Your Vehicle is being repaired as long as the service or repair is: (1) covered under the terms of this Agreement (2) covered by the New Vehicle Limited Warranty or (3) the result of a manufacturer's recall or customer satisfaction program and (4) the vehicle is rented from a Ford or Lincoln dealership or other commercial agency that rents or leases motor vehicles as its principal business. To determine the (3) day rental coverage period, the first day of coverage is the day You deliver Your Vehicle for repair or service. If You elected RentalCARE Coverage with a plan term beyond the 3 years or 36 months from the New Vehicle Limited Warranty, You will receive component coverage under our PremiumCARE plan upon expiration of the earlier of 3 years or 36 months from the New Vehicle Limited Warranty, for the additional plan term You selected.

### 6. ADDITIONAL BENEFITS

**6A. ROADSIDE ASSISTANCE COVERAGE** - For questions or inquiries, You should address correspondence to Ford/Lincoln Roadside at P.O. Box 9145, Medford, MA 02155. Roadside Assistance includes: (i) Roadside Assistance Items, (ii) Emergency Travel Expense Reimbursement, and (iii) Destination Assistance. The Roadside Assistance benefits provided under this Agreement are available from Ford/Lincoln Roadside 24 hours a day, 7 days a week. To request roadside assistance or for customer inquiries, call Ford Roadside at 800-241-3673 or Lincoln Roadside 800-521-4140.

Service providers who provide Roadside Assistance are independent contractors and not employees, agents or representatives of Ours or of Our subcontractors.

**1. ROADSIDE ASSISTANCE ITEMS COVERED:** Roadside Assistance provides coverage of up to \$100 in benefits for the following items (including the cost of the service call and labor costs for services performed at the site of the disablement): (a) lock-out assistance; (b) flat tire changes; (c) battery jump starts (electric Vehicle's main power cell batteries are not included in this coverage); (d) out of fuel assistance, which provides the delivery of gasoline or diesel fuel to You, including the cost of up to 2 gallons of fuel (5 gallons of diesel fuel for diesel engine vehicles), provided that coverage is limited to 3 "no charge" service calls during a 12 month period; (e) towing, when the Vehicle is disabled, provided this coverage is limited to one tow per disablement; and (f) winching, when the Vehicle requires standard service from a paved or country maintained road, and not for recoveries.

**ITEMS NOT COVERED:** Roadside Assistance does not provide coverage for: (a) replacement parts, (b) gasoline or diesel fuel (except as otherwise provided herein), (c) tire repair, (d) rental of towing equipment, (e) storage fees; (f) fees for labor performed at a garage or service facility; or, (g) any "out of fuel" service request if the Vehicle is located at Your residence or an operating

commercial fueling station; (h) impound towing or towing by a person other than a licensed service station or garage; (i) the assistance of any private parties or (j) alternative fuel (such as compressed natural gas or liquid propane gas). WHEN YOU CALL FOR SERVICE, YOU WILL BE CONNECTED WITH THE DISPATCHER AND A SERVICE VEHICLE WILL BE SENT TO YOUR LOCATION. PLEASE PROVIDE THE DISPATCHER WITH: 1) Your name, address and the VIN; 2) the exact location of the Vehicle; and 3) the nature of Your emergency.

**LIMIT OF LIABILITY:** If You prefer to arrange Your own roadside assistance or towing, We will reimburse You up to \$100 per disablement for the expenses You actually incur, provided that within twenty (20) days of the disablement You send a written request for Roadside Assistance benefits that includes a statement of Your loss and the original receipts for Your expenses to Ford or Lincoln Roadside at the address or email address shown herein.

**2. EMERGENCY TRAVEL EXPENSE REIMBURSEMENT** - If Your Vehicle is disabled 100 or more miles from Your residence (according to Ford Roadside records) as a result of a collision or a mechanical Failure covered by this Agreement or the New Vehicle Limited Warranty, We will reimburse You up to \$1000 for the actual Emergency Travel Expenses You incur within the first 5 days following the disablement.

**3. DESTINATION ASSISTANCE** - If the Vehicle is disabled because of a collision or Failure covered by this Agreement or a New Vehicle Limited Warranty and You require transportation to Your destination, We will reimburse Your transportation costs up to \$75. To receive reimbursement expenses under EMERGENCY TRAVEL EXPENSE REIMBURSEMENT and DESTINATION ASSISTANCE, within twenty (20) days of the disablement, You must send to Ford/Lincoln Roadside at the address shown here-in a written request for benefits that includes: (i) a statement of Your loss; (ii) the original receipts for Your expenses; (iii) a copy of the accident report filed with the state or local police (if the disablement is caused by a collision); (iv) a copy of the repair order indicating the service or repairs performed under this Agreement or the Vehicle(s) New Vehicle Limited Warranty (if the disablement is due to a Failure).

**4. TOWING REIMBURSEMENT** - If towing is necessary because a Failure occurs or services provided by Your coverage are required, Ford or Lincoln Roadside will pay the towing if the Vehicle is towed to the Selling Dealer or other Ford or Lincoln Motor Company franchised dealer. The amount of the cost to be reimbursed will depend upon the coverage You select in the Application. The towing reimbursement is limited to \$100 per incident on all Ford and Lincoln vehicles up to E, T, and F-250 vehicle series and \$200 per incident on E, T, and F-350 vehicle series and higher.

### 5. KEY SERVICES OPTION:

**5.1.A.** If You purchased the Key Services option and Your eligible vehicle keys and/or key fobs are lost, stolen, damaged or destroyed, You must return to Your selling dealer or other franchise dealer for replacement. The maximum benefit for Key Services will not exceed \$500 per year (including keys and fobs, labor charges, programming, registration, and taxes).

**5.2.B.** If You are a resident of CT, MA, PA, and WI, You will receive the Roadside Assistance Coverage and the key service described in this Section 6A as a motor club membership benefit at no additional charge to You. The motor club membership is provided for the benefit of Us by Cross Country Motor Club, Inc. in these States, except in WI where it is provided by Cross Country Motor Club of California, Inc. You may access Your membership brochure at <http://www.crosscountrymotorclub.com/fordlincolnkey-terms>.

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If you would like a copy mailed to you, contact Ford and Lincoln Roadside at 800-241-3673 and request a membership brochure. To receive Key Services coverage, You must return to Your selling dealer or other franchise dealer for key replacement.

**6B.1. RENTAL CAR REIMBURSEMENT:** For a covered Failure under this Agreement; the Manufacturer's Limited Warranty; or a Ford Motor Company Powertrain, Safety, Emissions coverage or recall/customer satisfaction program, You may be eligible for reimbursement of receipted expenses for a rental car or for alternate public transportation (including but not limited to Uber, Lyft, or other modes of public transportation). If you rent a vehicle, it must be from a Ford or Lincoln dealership or other commercial agency. If You meet all eligibility requirements set forth herein, We will reimburse You for vehicle rental charges or alternate public transportation costs You actually incur up to \$35 per day (including tax) on Ford and Competitive Make vehicles and \$45 per day (including tax) on Lincoln vehicles (\$72 per day on Aviator, MKT, Navigator) for up to 10 days (3 days for RentalCARE coverage plans) or until the repair is complete, whichever occurs first. Rental Car Reimbursement starts when the Vehicle is delivered to the Selling Dealer or other Ford Motor Company franchised dealer for service and the vehicle is inoperable or continued operation would result in additional damage to the vehicle. Rental Car Reimbursement ends when the repair is completed.

**2. FIRST DAY RENTAL DELETE** - If You elect the First Day Rental Delete Option, an additional eligibility term for Rental Car Reimbursement is the Vehicle must be kept overnight by the repair facility because it was inoperable or would become inoperable due to continued operation.

**3. ENHANCED RENTAL OPTION:** If You elected to purchase Enhanced Rental Option, We will reimburse You for vehicle rental charges You actually incur up to \$60 per day (including tax). **Not available on Lincoln Aviator, MKT and Navigator.**

**6C. INTERIOR/EXTERIOR LIGHTING DELETE** - If You elect this option on PremiumCARE, Powertrain Wraps and LeaseCARE Coverages, You will not receive Interior/Exterior Lighting coverage for electrical failures on incandescent bulbs, halogen bulbs, High Intensity Discharge (HID) and LED lamp assemblies.

**6D. PICK UP & DELIVERY OPTION:** This option is available on New PremiumCARE, Ford Blue Advantage - GOLD PremiumCARE, L-CPO PremiumCARE for Lincoln vehicles and LeaseCARE Coverages on eligible vehicles with a covered Failure under this Agreement; the Manufacturer's Limited Warranty; or a Ford Motor Company Powertrain, Safety, Emissions coverage or recall/customer satisfaction program. If You elected the Pick Up & Delivery Option You must contact your selling dealership for pick-up and delivery. Your vehicle location must be within a 20 mile radius of Your selling dealer to be eligible for coverage.

Pick Up & Delivery excludes non-covered repairs, Scheduled Maintenance Services, car washes, detailing, lease or vehicle returns or First Day Rental benefits (unless this option is included).

**7. WHAT IS NOT COVERED BY THIS AGREEMENT:** Unless stated otherwise (see STATE SPECIFIC provisions for additional exclusions or changes) the following are excluded from coverage:

- a) Repairs covered by manufacturer recalls, insurance or in-force warranty or warranty provided by an insolvent manufacturer or insurer, even if repair coverage has been denied;
- b) Repairs to any engine, transmission and final drive components for damages caused by an after-market (non-factory installed) part including but not limited to: turbocharger, supercharger, Compressed Natural Gas (CNG), Liquid Propane Gas (LPG),

Nitrous Oxide fuel system modification or any other performance enhancing powertrain components including but not limited to racing parts or accessories;

- c) Repairs caused by loss of lubricants or fluids or contamination of oil, fluids or fuel. Repairs caused by continued operation of the vehicle after loss of lubricant or fluids or contamination of oil, fluids or fuel;
- d) Repairs caused by: (1) improper or unauthorized service procedures, collisions or other physical damage to the Vehicle; (2) damage caused by a foreign object; (3) unreasonable use (including driving over curbs, overloading, or using the Vehicle as a stationary power source); (4) continued use with an obvious failure; (5) damage from fire or explosions, road hazards, other casualty losses; or (6) losses due to negligence, including racing
- e) Failures caused by: (1) alterations or modifications of the Vehicle, including the body, chassis, or electronic components, after the Vehicle leaves the control of the manufacturer (2) any part designated for "off road only" that is not installed by the manufacturer, including, but not limited to, lift kits, oversized tires, roll bars, and performance enhancing powertrain components; (3) tampering with the Vehicle or the emissions system and components; (4) installation or use of any mechanical or electrical part not approved, certified or authorized by the Vehicle's manufacturer or any Failure caused by after-market (non-factory approved) PCM reprogramming;
- f) All repairs that are required due to a condition that existed prior to the Signature Date of this Agreement;
- g) Repairs or services caused by lack of required or recommended maintenance, per the manufacturer's guidelines;
- h) Scheduled Maintenance Services;
- i) Repairs needed to a covered part caused by the Failure of a non-covered part;
- j) Repairs to the Vehicle if the odometer is altered, broken, repaired or replaced so that We cannot determine the actual mileage on the Vehicle;
- k) Repairs to the Vehicle necessary due to operation outside of the United States, Guam, Mexico, Puerto Rico, Virgin Islands, American Samoa, or Canada;
- l) Loss of use of the Vehicle, loss of income, special or consequential damages, and personal expenses, such as motels, food, gas and mileage (except as provided by Roadside Assistance);
- m) Rental vehicle charges or fees such as mileage charges, drop-off fees, insurance, or gasoline;
- n) Shop supplies and disposal of environmental wastes from the Vehicle or fuel used during the repair of Your Vehicle or storage fees;
- o) Electrical failures on incandescent bulbs, halogen bulbs, High Intensity Discharge (HID) and LED lamp assemblies (except when Interior/Exterior Lighting Option is purchased.
- p) Service adjustments and cleaning/lubricating procedures, fixed (non-moving) body parts, bumpers, glass, moldings, ornamentation, paint, rust, sheet metal, structural underbody framework, side and rear view mirrors (glass and housing), rattles/squeaks/wind noise/odors/water leaks, tires, tune-ups, wheel balancing, wheel alignment, fogging/moisture of lamp assemblies, weather strips, wheels, wheel studs, wheel covers, convertible top and bow, fabric, liners, fasteners, carpets, dash pad, knobs, trim, upholstery, physical damage or cosmetic issues.



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- q) Damage caused by the environment and pollution, including airborne fallout, corrosion, chemicals, debris, tree sap, salt, hail, windstorm, lightning, freezing, flooding, earthquake, snow or ice;
- r) Damage caused by theft, vandalism, terrorism, riot or acts of war;
- s) All Wear Items are excluded except when LeaseCARE is purchased.
- t) Batteries of all types and cables, brakes (front hub, drums, shoes, linings, disc rotors, pads), exhaust system (includes catalytic converter), and software upgrades
- u) Costs or expenses of Failures not covered by this Agreement including teardown, rental expense, inspection or diagnosis.
- v) The following vehicles/manufacturers and/or usage is not covered by this Agreement: Alpha Romeo, Aston Martin, Bentley, Bugatti, Ferrari, Fisker, Hummer, Lamborghini, Land Rover, Lotus, Maserati, Maybach, McLaren, Porsche, Rolls Royce, Saab, Suzuki, Tesla and Weeego. Acura: NSX: Audi: A8, A8 L, R8, R9, R20, RS6, RS7, RS Q8, S8, SQ7 and SQ8; BMW: 6 series, 7 series, 8 series, i8, M series, Alpina, and Z8; Cadillac: V series, and XLR; Chevrolet: Camaro ZL1, Corvette 427, Corvette Z06, and Corvette ZR1; Chrysler: SRT, Dodge: Charger R/T Scat Pack, Challenger R/T Scat Pack, SRT, Stealth, and Viper; Ford: Foose F-150, GT, Mustang All Roush Performance Modified Vehicles (except Stage 1 and Stage 2), Shelby GT500KR, GTS, Supersnake, Tonka and any other Shelby Performance Modified Vehicles, all Saleen modified vehicles, and Transit Connect Electric; Honda: Civic Natural Gas and Fuel Cell X Clarity; Jaguar: F-Type, XJ series and XK series; Jeep: SRT and TrackHawk; Lexus: F, GS-F, LF-A and RC F; Mercedes-Benz: AMG, CL Class, EQC, G Class, GL Class, GLC Class, Kompressor, S Class, SL Class, and SLR Class; Nissan: GT-R; and Volkswagen: Phaeton and any model with a W12 engine, taxis, vehicles used for competitive driving/racing/off-road use, all performance modified vehicles (including Hennessey), Fuel cell vehicles, 4X2 equipped vehicles modified with 4X4 AWD capabilities and incomplete vehicles (e.g. chassis cabs, cutaways, stripped chassis).
- w) Branded Vehicles or any vehicle that does not have a valid or recognizable VIN, or the New Vehicle Limited Warranty is voided, in whole or part by the manufacturer.
- x) Vehicles manufactured for sale outside the United States, or Canada
- y) Used Core Plans and Powertrain Wrap Plans exclude all emergency vehicles (fire/ambulance), all police vehicles, limousines, livery, shuttles, and tow trucks.
- z) Coil-over shock sometimes defined as a strut, unless MacPherson style suspension component.

### 8. REPAIR INFORMATION

**8A. WHERE TO GO FOR REPAIRS:** (1) To obtain repairs or services under this Agreement on Ford, Lincoln and Mercury products, We require that You return to Your Selling Dealer or any other Ford or Lincoln franchised dealership in the United States, Canada or Mexico. On Competitive Make products, We recommend that You return to Your Selling Dealer or other repair facility to obtain repairs or services to Your vehicle. If Your Vehicle is a Ford or Mercury, call 800-392-FORD to find the nearest Ford dealership. If the Vehicle is a Lincoln, call 800-521-4140 to find the nearest Lincoln dealership. Call 800-521-4144 to determine if repairs or services to Your Competitive Make Vehicle are covered by this Agreement. (2)(a) In an Emergency Repair, You may use other repair or service facilities if all local Ford and Lincoln dealerships within a 25 mile radius are closed (b) To request reimbursement, You must provide a copy of the repair order and proof of payment to Your Selling Dealer or contact

1-800-321-7790. You have one year from the repair order open date or payment receipt date to request Your reimbursement. You are responsible for transporting the Vehicle to a repair facility and no at-home services will be provided.

### 8B. REPAIRS ARE MADE WITH AUTHORIZED NEW OR

**REMANUFACTURED PARTS:** All repairs will be made with Ford authorized new or remanufactured parts or other products We authorize, including parts not produced by the manufacturer of Your Vehicle. If parts are unavailable, We may offer You a cash settlement equivalent to the cost of parts or repair.

**8C. LOSS LIMITS:** Our liability for any one (1) repair or service visit shall not exceed the current Retail Value of Your vehicle immediately prior to the break down. We will only participate in a repair and have no obligation to remit payment in lieu of repair. All benefits are subject to this limit of liability.

**9. YOUR RESPONSIBILITIES FOR CARE OF THE VEHICLE:** To obtain coverage or reimbursement under this Agreement, You must: (i) properly operate the Vehicle and (ii) provide proof of Scheduled Maintenance Services. Proof of Scheduled Maintenance Services includes maintenance records that show mileage, date of maintenance service, VIN, and the maintenance that was performed. Please review the Owner's Guide for Your Scheduled Maintenance Service requirements that are provided to You at the time of vehicle purchase. If You perform Your own Scheduled Maintenance Services, You must maintain a log including date, mileage and description of each maintenance service and provide corresponding receipts for purchases of parts and fluids.

**10. INELIGIBLE OR EXCESS COVERAGE:** If You were charged for coverage for which Your Vehicle is ineligible or coverage in excess of the maximum allowed under this Agreement, We will refund the excess charge. If You financed Your Agreement, We will send the refund to Your lender with instructions to credit Your loan. You will be notified of the refund and the termination of any ineligible or excess coverage.

**11. CONTRACT MODIFICATIONS & CHANGES:** If Your coverage under this Agreement has not expired or been otherwise limited, it may be modified or changed by You, as shown below:

**NEW CORE COVERAGE:** For all Ford, Lincoln or Mercury Vehicles, You may change Your coverage under this Agreement: (i) before the expiration of the New Vehicle Limited Warranty; or (ii) within the first 90 days after the Signature Date.

For all Competitive Make Vehicles, You may change Your coverage under this Agreement: (i) before the expiration of the first 3 years from the Warranty Start Date or within the first 36,000 miles from Zero Miles; whichever occurs first. or (ii) within the first 90 days after the Signature Date.

On New Core Coverages purchased beyond 12 months or 12,000 miles, whichever comes first, within the New Vehicle Limited Warranty coverage, We will charge a \$100 fee for changes to coverage ("12/12 Surcharge"). On New Core Coverages purchased beyond the 5 months or 5,000 miles of the 3 year or 36,000 miles New Vehicle Limited Warranty coverage expiration on Ford and Competitive Make Vehicles or beyond the 5 months or 5,000 miles of the 4 years or 50,000 miles New Vehicle Limited Warranty coverage expiration on Lincoln vehicles, We will charge a \$200 fee (includes the 12/12 Surcharge) for changes to coverage.

**USED CORE COVERAGE PLANS:** You may change Your coverage under this Agreement within the first 90 days after the Signature Date.

**11A. TRANSFERABILITY:** You may transfer this Agreement, subject to a \$75 transfer fee. You or the transferee of this Agreement must initiate the transfer process by providing the following items to any

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Ford or Lincoln dealership or to Us at P.O. Box 6045, Dearborn, Michigan 48121 within 180 days of the vehicle sale:

(i) a letter, signed by You, transferring this Agreement to the transferee; (ii) a statement of the mileage on the Vehicle at the time of transfer; and (iii) the name and address of the transferee.

**You may not transfer coverage if the Vehicle becomes a Branded Vehicle or is repossessed. Transferred Agreements may not be cancelled.**

### 12. CANCELLATION AND REFUND

#### (A) YOUR RIGHT TO CANCEL THIS AGREEMENT AND RECEIVE A REFUND:

You may cancel this Agreement at any time and for any reason and You will be entitled to a refund from Us, described below.

(1) If We or the Selling Dealer receive a written cancellation request, on or before the 30th day from the Signature Date and no claim has been filed under this Agreement, this Agreement will be void, and You will be entitled to a refund equal to the full Purchase Price You paid for this Agreement. This right is not transferable and is limited to the original contract holder. (2) If We or the Selling Dealer receive a written cancellation request, including a copy of Your Application, proof of payment and statement of the odometer reading, after the 30th day from the Signature Date or if a claim has been filed at any time during the term of this Agreement, We will divide the Purchase Price You paid for the Agreement by the number of miles or months of coverage provided by this Agreement, whichever is greater. We will multiply this dollar amount by the remaining unused miles or months, whichever is less, and refund this amount ("Pro Rata basis" or "pro rata") to You or Your lender, minus a \$75 cancellation fee. In all instances if You cancel this Agreement, We will issue a refund or credit Your account no more than 45 days from the date We or the Selling Dealer receive notice of Your request to cancel this Agreement.

(3) If the Selling Dealer is no longer in business, then You may submit a written request to Us or one of the Administrators at the address referenced in Section 1. We are responsible for all refunds under this Agreement.

(4) You may not cancel the options You purchased without canceling the entire Agreement. If this Agreement expires under the time or mileage limitations, You are not entitled to a refund.

(5) If You have financed this Agreement, (a) any refund due under this Agreement will be made payable to the lienholder, up to the amount of the lien; and (b) only that portion of a refund due under this Agreement in excess of the amount of the lien will be paid to You. If this Agreement was not financed, any refund due under this Agreement will be paid by check issued in Your name. If Your lienholder cancels this Agreement, the refund amount will be calculated in accordance with 12(A)(1) and (2), or as amended in the state specific section applicable to You. Strictly for purposes of determining refund obligations for lienholder cancellation, "You" shall be defined to include the lienholder in this Agreement.

**(B) OUR RIGHT TO CANCEL THIS AGREEMENT AND PROVIDE A REFUND:** We may cancel this Agreement if You fail to comply with this Agreement. If We cancel this Agreement, We will refund the Purchase Price on a Pro Rata basis. We may cancel this Agreement if You fail to comply with this Agreement. If We cancel this Agreement before the end of the 30th day from the Signature Date, and if no claims have been filed, We will return to You the full Purchase Price that You paid for this Agreement. If We cancel this Agreement after the 30th day from the Signature Date, or if You have filed a claim, We will refund the Purchase Price You paid on a Pro Rata basis. We will not deduct a cancellation fee from Your refund if We cancel.

If We cancel this Agreement, We will issue a refund or credit Your account no more than 45 days from the effective date of cancellation.

**(C) RENEWABILITY.** This Agreement is not renewable.

**13. DISPUTE RESOLUTION & ARBITRATION:** Either You or We may choose to have any dispute related to this Agreement or the Application decided by non-binding arbitration administered by the Better Business Bureau (BBB). You agree not to consolidate or group Your dispute with other arbitration or disputes concerning this Agreement or Application. You agree that You will not participate in any class arbitration concerning this Agreement or Application. We do not agree to class arbitration. To learn about or begin arbitration, or get a copy of the Arbitration Rules, You may contact BBB at 800-955-5100 or [www.auto.bbb.org/extendedserviceplan](http://www.auto.bbb.org/extendedserviceplan). If there is a conflict between the Rules and this Agreement, this Agreement shall govern. If You initiate the arbitration process, BBB will charge You an arbitration filing fee of \$50.

You may employ an attorney to represent You in the arbitration, but an attorney is not required. We will not pay Your attorney fees if You use an attorney. This Agreement is subject to the Federal Arbitration Act, 9 U.S.C. §§1 et seq. The arbitration decision shall be in writing with a supporting opinion.

**14. STATE SPECIFIC PROVISIONS:** The following provisions are applicable in the states set forth below and modify only those specific terms referenced. The state specific provisions shall replace only those conflicting terms in the main body of this Agreement; however, if the state specific section does not conflict with the main body Agreement, the state specific language should be considered in addition to the main body of this Agreement.

[OTHER STATE SPECIFIC ENDORSEMENTS WILL BE INCLUDED WHERE REQUIRED BY LAW]