



DIVISION OF TRANSPORTATION

630-407-6900
Fax: 630-407-6901
dot@dupageco.org

www.dupageco.org/dot

General
630-407-6900

Maintenance
630-407-6920

Permitting
630-407-6900

Trails/Paths
630-407-6900

MEMORANDUM

TO: Nick Kottmeyer, P.E., Chief Administrative Officer
Jeffrey Martynowicz, Chief Financial Officer

FROM: Christopher C. Snyder, P.E. **Signature on File**
Director of Transportation/County Engineer

DATE: March 9, 2023

RE: FY2022 and FY2023 Vehicle Replacements

Attached is the purchase requisition for one (1) vehicle replacement for the Division of Transportation. To meet the operational needs of this department, this vehicle has been requisitioned pursuant to FI-O-0056-22 and DT-R-0306B-22 approved by the County Board on October 25, 2022. This vehicle has been locally sourced and is available for immediate pick up. I am requesting your signature approvals for the Division of Transportation to process this purchase order for the FY2023 vehicle replacement.

Approved _____ Date: _____
Jeffrey Martynowicz
Chief Financial Officer

Signature on File

Approved _____ Date: 3/13/23
Nick Kottmeyer, P.E.
Chief Administrative Officer



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION			
General Tracking		Contract Terms	
MINUTETRAQ ID#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$57,230.00
COMMITTEE:	TARGET COMMITTEE DATE:	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$57,230.00
	CURRENT TERM TOTAL COST: \$57,230.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Friendly Ford	VENDOR #: 40625	DEPT: Division of Transportation	DEPT CONTACT NAME: Mike Figuray
VENDOR CONTACT: Russell J. Crocilla	VENDOR CONTACT PHONE: 630-924-8686	DEPT CONTACT PHONE #: 630-407-6924	DEPT CONTACT EMAIL: michael.figuray@dupageco.org
VENDOR CONTACT EMAIL:	VENDOR WEBSITE: www.friendlyford.com	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and/or must be assessed by a mechanic prior to being considered for replacement.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Each year as part of the budget process, the Division of Transportation will assess and recommend vehicles to be replaced for the upcoming fiscal year. Due to supply chain and reduced inventory, the County Board authorized the Division of Transportation to move forward with FY2023 and FY2024 vehicle replacement recommendations as soon as contract orders open.			

SECTION 2: DECISION MEMO REQUIREMENTS	
DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER THAN LOWEST RESPONSIBLE BID	

SECTION 3: DECISION MEMO	
STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. The Division of Transportation chose Friendly Ford in accordance with the DuPage County Procurement Ordinance - Section 2-355 - Circumstances not suitable for bid (extreme supply chain interruption) and DT-R-0306B-22. Available cooperatives are no longer accepting new vehicle orders. The DOT contacted three (3) vendors for vehicle availability and pricing. Friendly Ford had a vehicle available and competitively priced.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. Award a contract to Friendly Ford. This is the recommended option as Friendly Ford has provided pricing competitive to closed cooperatives and other area dealers. The vehicle is immediately available.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.	
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
Send Purchase Order To:		Send Invoices To:	
Vendor: Friendly Ford	Vendor#: 40625	Dept: Division of Transportation	Division: DOT Finance
Attn: Russell J. Crocilla	Email:	Attn:	Email: DOTFinance@dupageco.org
Address: 333 E. Irving Park Road	City: Roselle	Address: 421 N. County Farm Road	City: Wheaton
State: IL	Zip: 60172	State: IL	Zip: 60187
Phone: 630-824-8686	Fax:	Phone: 630-407-6900	Fax: 630-407-6901
Send Payments To:		Ship to:	
Vendor: same as above	Vendor#:	Dept: Division of Transportation	Division: Fleet Maintenance
Attn:	Email:	Attn: William Bell	Email: william.bell@dupageco.org
Address:	City:	Address: 180 N. County Farm Road	City: Wheaton
State:	Zip:	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6931	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Mar 6, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Kathleen (Black) Curcio			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Ford Transit	FY23	1500	3510	54120		57,230.00	57,230.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 57,230.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. (1) Ford Transit for the DuPage County Division of Transportation.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO. Vehicle Replacement Schedule FY2023 - Ford F350
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO. Per Bill of Sale Email copy of PO to DOTFinance@dupageco.org; william.bell@dupageco.org;
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☒ W-9 ☒ Vendor Ethics Disclosure Statement

FRIENDLY FORD, INC.
333 E IRVING PARK RD
ROSELLE IL 60172
630-924-8686

RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): DUPAGE COUNTY HIGHWAY DEPT

Address: 421 N COUNTY FARM RD WHEATON, IL

Telephone (1): 630-386-7659

Telephone (2): 630-386-7659

E-mail: WILLIAM.BELL@DUPAGECO.ORG

State I.D.# N/A

Issuing State: N/A Exp. Date: N/A

Exp. Date: N/A

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 2023		MAKE FORD		MODEL Transit		COLOR WHITE		STOCK NO. TK1088							
VIN/SERIAL NO. 1FTBW3X85PKA72945				ODOMETER READING ☐ Not Accurate 12			SALESPERSON: RUSS CROCILLA								
THE VEHICLE IS:		PRIOR USE DISCLOSURE:													
☒ NEW ☐ USED		☐ DEMONSTRATOR ☐ EXECUTIVE ☐ RENTAL ☐ OTHER													
WARRANTY STATEMENT						CASH PRICE OF VEHICLE									
Any warranties by a manufacturer or supplier other than our Dealership are theirs, <u>not</u> 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. If we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction, we may not limit or modify the implied warranties. CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) 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. <u>Traducción española: Vea Párrafo 14.</u> This Vehicle is being sold by our Dealership to you: ☐ AS-IS. You will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle. We expressly disclaim all express and implied warranties, including any implied warranties of merchantability and fitness for a particular purpose. The vehicle is sold AS-IS because: ☐ It is a new vehicle. ☐ It is a used vehicle with more than 150,000 miles. ☐ Other: <u>N/A</u> ☐ With the attached Power Train Warranty. No express warranty or implied warranty of fitness for any particular purpose or implied warranty of merchantability beyond that set forth in the Power Train Warranty is given by Dealership unless a box is marked below indicating that the Vehicle is sold with a Used Vehicle Limited Warranty from Dealership or Dealership enters into a Service Contract with you at the time of, or within 90 days of, the date of this transaction. Please refer to the Power Train Warranty section below. ☐ With the attached Used Vehicle Limited Warranty. Any implied warranties shall apply for the duration required by State Law or the duration of the Used Vehicle Limited Warranty, whichever is longer. ☐ With a Service Contract between you and <u>N/A</u> X _____ X _____ N/A						57230.00									
						N/A				N/A					
						N/A				N/A					
						N/A				N/A					
						N/A				N/A					
						N/A				N/A					
						N/A				N/A					
						N/A				N/A					
						N/A				N/A					
						N/A				N/A					
						N/A				N/A					
						N/A				N/A					
						N/A				N/A					
						N/A				N/A					
						POWER TRAIN WARRANTY									
						Illinois law requires that this Vehicle will be free of a defect in a power train component for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. "Power train component" means the engine block, head, all internal engine parts, oil pan and gaskets, water pump, intake manifold, transmission, and all internal transmission parts, torque converter, drive shaft, universal joints, rear axle and all rear axle internal parts, and rear wheel bearings. You (the consumer) will have to pay up to \$100 for each of the first 2 repairs if the warranty is violated. X _____ X _____ N/A									
N/A				N/A											
N/A				N/A											
N/A				N/A											
N/A				N/A											
N/A				N/A											
N/A				N/A											
N/A				N/A											
N/A				N/A											
N/A				N/A											
WAIVER OF THE IMPLIED WARRANTY OF MERCHANTABILITY FOR PARTICULAR DEFECTS (PLEASE SEE ATTACHED WAIVER)															
Attention Consumer: Sign here only if the seller has told you that this Vehicle has the following problem or problems and you agree to buy the Vehicle on those terms: 1. <u>N/A</u> 2. <u>N/A</u> 3. <u>N/A</u> Consumer's Signature(s): _____ Date: <u>N/A</u>						DOCUMENTARY FEE* (See Paragraph 12)				N/A					
						OPTIONAL ERT FEE				N/A					
						TOTAL DUE				57230.00					
TRADE-IN VEHICLE INFORMATION						LESS DEPOSIT/DOWN PAYMENT (If Deposit, see Deposit Receipt)				N/A					
Year: _____ Make: _____ Model: _____ Color: _____						LESS REBATE				N/A					
VIN/Serial No: _____ Odometer Reading: _____						N/A				N/A					
Trade-In Allowance: _____ Balance Owed & Lienholder: _____						N/A				N/A					
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS						N/A				N/A					
☐ PLEASE SEE THE DELIVERY CONFIRMATION ☐ PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT						LESS CASH DUE AT DELIVERY				N/A					
						AMOUNT TO BE FINANCED (See Paragraphs 17 and 19)				57230.00					

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 Representative of the Retailer.

Signature on File

03/06/2023

Signature on File

03/06/2023

Purchaser

N/A

Purchaser

DealerCAP

77569*1*FF-FI
CATALOG #8963153

03/06/2023 01:54 pm

© 2015 CDK Global, LLC Illinois (01/20)

ILLINOIS SECRETARY OF STATE – APPLICATION FOR VEHICLE TRANSACTION(S)

Application cannot be accepted with alterations (changes) or white-out.

1. Type of transaction(s): ☐ Title and Transfer ☒ Title and Registration ☐ Title Only ☐ Duplicate Title ☐ Corrected Title ☐ Salvage Certificate ☐ Junking Certificate ☐ Plates Only ☐ Sticker Only ☐ Transfer Only ☐ Corrected ID Card ☐ Duplicate ID Card ☐ Set of Plates Replacement ☐ Sticker Replacement ☐ Reclass of License Plates ☐ Resale of License Plates ☐ Other:		2. Current Plate Number	
		3. Plate Type Requested MUNICIPAL	
		4. Exp. Month: Year	
		5. OWNER INFORMATION	
		First: Last: Middle:	
		First: Last: Middle:	
Residence/Business Street Address: 421 N COUNTY FARM RD		City: STATE: ZIP: 60187	
6232131895/		6. Owner 1 DL/FEIN # Owner 2 DL/FEIN #	
7. VEHICLE INFORMATION		Vehicle Identification Number (VIN): 1FTBW3X85PKA72945	
8. Purchase Date: 03/06/2023 Month Day Year New ☒ Used ☐		VIN Second Stage Info.	
9. Current Odometer Reading (No Tenths): 12 ☒ Actual ☐ Not Actual ☐ In Excess of Mechanical Limits ☐ 10 yrs. or older (mileage not required)		Year: 2023 Make: FORD Model: TRANSIT Body Style: CARGO VAN Color: WHI / WHI	
10. Surrender Title Number and State: #MCO State:		11. File Number	
12. Unit Number			
13. MAIL TITLE TO (IF DIFFERENT THAN ABOVE) Name: Street Address: City: State: ZIP:		14. VEHICLE INSURANCE INFORMATION (TRAILERS EXEMPT) Insurance Company Name (Do not list agent): Policy Number: Expiration Date:	
15. FIRST LIENHOLDER Name: Street Address: City: State: ZIP:		16. SECOND LIENHOLDER Name: Street Address: City: State: ZIP:	
17. TRANSFER INFORMATION Year: Make/Model: VIN:		18. SELLER'S INFORMATION (INDIVIDUAL OR DEALERSHIP) Name: FRIENDLY FORD INC Dealer #: DL0003 Street Address: 333 E IRVING PARK RD City: ROSELLE State: IL ZIP: 60172	
19. BENEFICIARY Name: Street Address: City: State/Country: ZIP:		20. REASON FOR REPLACEMENT PLATES/STICKER ☐ Lost ☐ Stolen ☐ Destroyed ☐ Requesting a Different Number ☐ Respacing	
21. REASON(S) FOR CORRECTED OR DUPLICATE TITLE State all reasons for corrections or duplication:		24. AUDITOR'S USE ONLY TRP NUMBER: Tax Form Number: 962199741 \$163.00 Circle Quarter: 1st 2nd 3rd 4th	
22. Daytime Phone Number (optional): 630-386-7659			
23. Sign: 1. Signature on File 2. Your signature on the application authorizes the Secretary of State to lower the amount of your check if the fee submitted is greater than the fee required for mail-in transactions. I/we hereby affirm that the information is true and correct and, when applicable, will abide by the Mandatory Insurance Law requiring liability insurance throughout the registration period. If applying for a title for a motor vehicle nine years old or newer, I/we also acknowledge awareness of the odometer certification made by the seller.		03/06/2023	
OFFICE USE ONLY		Verified by CRT ☐ I.D. ☐ REMITTER/DRIVER SERVICES FACILITY STAMP:	
6232131895		CUSTOMER RECEIPT	
Control #		Date: _____	



Illinois Department of Revenue

ST-556

Sales Tax Transaction Return

(For Sales of Vehicles, Watercraft, Aircraft, Trailers, and Mobile Homes - Do not use for leases.)

(R-01/15)

Do not write above this line.

NS	CA	ED	RC	TL		
----	----	----	----	----	--	--

Tax return no.: 962199741
Account ID: 2299-4173
Taxable location no.: 022-0020-1-001
Taxable location name: ROSELLE
Dealer's license no.: DL0003
Rev: 05
Form: 016

FRIENDLY FORD
333 E IRVING PARK RD
ROSELLE, IL 60172
(630) 924-8686

Electronic filing is FREE when you use
MyTax Illinois at tax.illinois.gov

1 Enter the purchaser's name and address

Name(s) DUPAGE COUNTY HIGHWAY DEPT

Street 421 N COUNTY FARM RD

City WHEATON

State IL

ZIP 60187

2 Describe the item sold

☒ A Vehicle ☐ B Watercraft ☐ C Aircraft
☐ D Trailer ☐ E Mobile Home ☐ F

☒ New ☐ Used

Identification no. 1FTBW3X85PKA72945

Year 2023 Make FORD

Body style and model CNVTR GER/TRANST

3 Enter the date of delivery

03/06/2023

(This return is due no later than 20 days after the date of delivery.)

4 Describe the trade-in, if any

Item traded in

Identification no.

Year Make

Body style and model

5 Exempt or sale to a nonresident

If so, check the correct box below, and see instructions for Section 6.

☐ A Nonresident purchaser (NOT an out-of-state dealer) See instructions.
Drive-away permit no./Lic. plate no. State

☐ B Sold for resale to a DEALER
(Write either the Illinois dealer's Account ID or "Out-of-state dealer")

☒ C Exempt organization (government, school, religious, or charitable)
Tax-exempt no. E 99974551

☐ D Sold to an interstate carrier for hire for use as rolling stock
Certificate of authority no.

☐ E Sold for rental use
Purchaser's account ID no.

☐ F Other (describe)

Under penalties of perjury, we state that we have examined this return, including any schedules and statements, and to the best of our knowledge, it is true, correct, and complete. If the seller has taken a qualified trade-in, we also state that the purchaser has properly assigned and surrendered the title of the trade-in to the seller.

Signature of purchaser(s) Signature on File

Date 03/06/2023

Signature of seller

Date 03/06/2023

This form is authorized as outlined by the Illinois tax laws and the Illinois Vehicle Code. Disclosure of this information is required. Failure to provide information may result in this form not being processed and may result in a penalty.

6 Enter the price, and figure the tax

(Round to nearest dollar)

You must complete Lines 1 and 2 even if no tax is due.

1 Total price (include accessories, federal excise taxes, freight and labor, dealer preparation, documentary fees, and dealer-reimbursed rebates or incentives). 57,230.00

2 Total trade-in credit or value. 0.00

3 Amount subject to tax [Line 1 - Line 2] 0.00

4 Tax [Line 3 X 0.07] (If you made this sale from a temporary sales location, see the instructions.) 0.00

5 Use tax for certain districts - (see instructions)

Do not report home rule use tax below.

a. County 0

b. City

c. Township

6 Total tax [Line 4 + Line 5] 0.00

Do not write below this line

Date received by Illinois state government

Copy 3 - Purchaser's

ATTACH PAYMENT HERE

DUPAGE COUNTY HIGHWAY DEPT
Customer's Name: _____ Deal/Stock No.: **TK1088**

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, **FRIENDLY FORD, INC.** (transferor's name, Print) state that the odometer now reads **12** (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, 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.

MAKE	MODEL	BODY TYPE
FORD	Transit	CG
VEHICLE IDENTIFICATION NUMBER		YEAR
1ETBW2V9EDK470046		2023

Signature on File

FRIENDLY FORD, INC.
PRINTED NAME

333 E IRVING PARK RD
TRANSFEROR'S ADDRESS (STREET)

ROSELLE IL 60172
CITY STATE ZIP CODE

03/06/2023
DATE OF STATEMENT

X Signature on File

TRANSFERENCE S SIGNATURE

DUPAGE COUNTY HIGHWAY DEPT

PRINTED NAME

421 N COUNTY FARM RD
TRANSFEREE'S ADDRESS (STREET)

WHEATON IL
CITY STATE ZIP CODE



ILLINOIS AUTOMOBILE DEALERS ASSOCIATION

FRIENDLY FORD, INC.
333 E IRVING PARK RD
ROSELLE, IL 60172
630-924-8686

DEAL# 2507
CUST# 867659

AGREEMENT TO ARBITRATE

Customer Name(s): DUPAGE COUNTY HIGHWAY DEPT

Date: 03/06/2023

Vehicle Description: 2023 FORD Transit 1FTBW3X85PKA72945

By entering into this Agreement to Arbitrate ("Agreement"), Customer(s) and Dealership, including any employees, agents, successors or assigns (collectively referred to as "the Parties") agree, except as otherwise provided in this Agreement, to settle by binding arbitration any dispute whether based in whole or in part on contract, tort, statute, or other equitable relief, including but not limited to any dispute related to (1) the purchase/lease or condition of the above-referenced Vehicle; (2) any products and services purchased in conjunction with the Vehicle and any resulting transaction or relationship; (3) the application for and the terms of any financing obtained in connection with the transaction; (4) any other dispute between them related to the purchase/lease transaction and any documents that are part of the transaction; and/or (5) any alleged promises, representations and/or warranties made to or relied upon by the Parties, and any alleged unfair, deceptive, or unconscionable acts or practices. If federal law provides that a claim or dispute is not subject to binding arbitration, this Agreement to Arbitrate shall not apply to such claim or dispute.

Notwithstanding any other provisions in this Agreement, neither party is precluded from filing a complaint with the Office of Attorney General of this state or from participating in a mediation program administered by the Attorney General or Better Business Bureau. The Parties also agree that they retain any right to self-help or provisional remedies available by law or pursuant to an agreement between them. The Parties also retain the right to seek remedies in a small claims court or equivalent state court for disputes or claims within that court's jurisdiction. Neither Party waives the right to request arbitration under this Agreement by exercising such other rights and remedies or by initially agreeing to litigate a claim in court. If such claim or dispute is transferred, removed or appealed to a different court or if a new claim is asserted after the initial filing of such claim or dispute, the Parties shall have the right to request arbitration under this Agreement. However, once one of the Parties has demanded arbitration, binding arbitration will be the exclusive method for resolving any and all claims.

The Federal Arbitration Act (9 U.S.C. §1 et seq.) ("FAA") shall govern any arbitration under this Agreement. Any dispute between the Parties shall be arbitrated by a single arbitrator on an individual basis, not as a class action. The arbitration shall be conducted by and in accordance with the rules of the **American Arbitration Association ("AAA")** (1-800-778-7979), 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org). "Consumer" claims shall be arbitrated in accordance with the American Arbitration Association's consumer arbitration rules and fee schedule. A copy of the Arbitration Rules may be obtained by visiting the website indicated or by contacting the Organization directly. The Rules in effect at the time the request for arbitration is made will govern. If the AAA will not accept the request to arbitrate, the Parties may agree upon another organization, or the arbitrator shall be selected pursuant to the FAA and conduct the arbitration in accordance with the AAA Rules and this Agreement.

To initiate an arbitration proceeding, the demanding Party must provide the other Party a demand for arbitration that includes a statement of the basis for the dispute, the names and addresses of the Parties involved, and the amount of monetary damages involved and/or any other remedy sought. If an organization other than the AAA will conduct the arbitration of consumer claims (as defined by AAA Consumer Arbitration Rules), the Dealership will advance the Consumer's portion of the filing, administration, service, or case management fee and the hearing or arbitrator fee which exceeds the amount of the AAA Consumer Filing Fee up to a maximum of \$2500 upon request. The amount that the Dealership advances may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law.

The arbitrator shall be an attorney or retired judge and shall be selected in accordance with the applicable Arbitration Rules. The arbitration hearing shall be held in the federal district where the Dealership is located and the transaction occurred. Any court having jurisdiction may enforce this Agreement and enter judgment on the arbitrator's award. If it is inconvenient for either Party to participate in arbitration proceedings in the district where the Dealership is located, the proceedings shall be held at a mutually convenient location agreed upon by the Parties or as determined by the arbitrator.

The arbitrator shall apply and be bound by governing state and federal law when making the decision and award and shall only award those damages or other relief permitted by applicable law. The Parties shall be provided a written decision setting forth the findings of fact and/or conclusions of law. The arbitration proceedings and the decision of the arbitrator shall be open to the public. **Nothing in this Agreement shall be interpreted as limiting or precluding the arbitrator from awarding monetary damages or any other relief provided for by law. The Parties agree that by entering into this Agreement, they are expressly waiving their right to a jury trial and their right to bring or participate in any class action or multi-plaintiff action in court or through arbitration.** The decision of the arbitrator shall be final and binding, except for any right of appeal provided by the FAA and the Arbitration Rules that governed the original arbitration proceedings. The appealing party shall be responsible for the filing fee and other arbitration appeal costs, subject to a final determination by the arbitrator of a fair apportionment of costs.

If any part of this Agreement, other than waivers of class action rights, shall be declared unenforceable for any reason, the remainder of the Agreement shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been asserted, then the remainder of this Agreement shall be unenforceable. This Agreement shall survive (1) any termination, payoff, assignment, transfer or cancellation of the Retail Purchase/Retail Lease Agreement and/or Retail Installment Sales Contract/Finance Contract/Lease Contract; (2) any repossession of the Vehicle and any legal proceeding to collect a debt owed by the other party; and (3) any bankruptcy proceeding. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT TO ARBITRATE AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS INCORPORATED BY REFERENCE INTO THE RETAIL PURCHASE/RETAIL LEASE AGREEMENT AND, TO THE EXTENT PERMITTED BY LAW, THE RETAIL INSTALLMENT SALES CONTRACT/FINANCE CONTRACT/LEASE CONTRACT. IF THE RETAIL INSTALLMENT SALES CONTRACT/FINANCE CONTRACT/LEASE CONTRACT CONTAINS AN ARBITRATION CLAUSE, THAT ARBITRATION CLAUSE SHALL GOVERN ANY DISPUTES OR CLAIMS BETWEEN THE PARTIES; IF, HOWEVER, ANY TERM OF THIS AGREEMENT CONFLICTS WITH THE TERMS OF ANY OTHER DOCUMENT OR AGREEMENT BETWEEN THE PARTIES, THE TERMS OF THIS AGREEMENT SHALL PREVAIL. THIS AGREEMENT MAY NOT BE MODIFIED OR AMENDED EXCEPT BY A SEPARATE WRITTEN AGREEMENT SIGNED BY CUSTOMER(S) AND AN AUTHORIZED DEALERSHIP REPRESENTATIVE.

Signature on File

Custoi _____ Date 03/06/2023

N/A
Customer _____ Date

DealerCAP

60906*1*FF-FI
CATALOG #8963510

Signature on File

Authorized Dealership Representative _____ Date 03/06/2023