



ILLINOIS AUTOMOBILE DEALERS ASSOCIATION

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

DEAL# 2534
CUST# 10419

AGREEMENT TO ARBITRATE

Customer Name(s): DUPAGE COUNTY HIGHWAY DEPT.

Date: 03/17/2023

Vehicle Description: 2022 FORD Escape 1FMCU9G62NUC03757

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/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

Customer

03/17/2023

Date

Authorized Dealership Representative

03/17/2023

Date

N/A

Customer

Date

60906*1*FF-FI

CATALOG #8963510

DealerCAP