
Village of Oak Park
Department of Public Works
Administration Division
MEMORANDUM

March 19, 2025

TO: Kevin Jackson, Village Manager

FROM: Rob Sproule, Public Works Director



CC: Ken Crowley, Fleet Services Superintendent

RE: Village Manager Spending Authority: Approval to Purchase Six 2025 Nissan Leaf EVs.

The Village of Oak Park 2025-2029 CIP budget calls for the purchase of four vehicles from two separate accounts (Administration Vehicles/Public Works Vehicles) to be replaced in 2025 with Nissan Leafs.

The traditional avenues of purchase are currently unavailable. Due to limited production numbers and smaller allocations, vehicles must be procured as they become available. The Village is in contact with the Nissan Fleet representative, who has reached out with a time-sensitive \$16,000 Fleet rebate on vehicles fitting the Village's specifications.

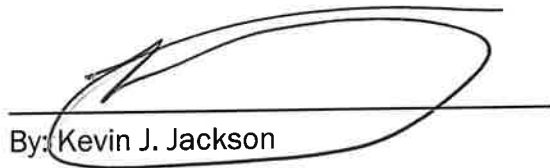
In-stock vehicles have been made available to the Village. Each vehicle will invoice for \$22,332.70. With a potential \$5,000 ComEd rebate, \$7,500 IRS rebate, and the existing vehicle sale, predicted to be between \$7,000 and \$12,000, the vehicles could potential cost the Village approximately \$3,000.00. It is also possible, based on the vehicle sales that the Village could come out ahead on these vehicles.

We recommend increasing the planned purchase of four vehicles to six 2025 Nissan Leafs from Gerald Nissan, which will cost \$22,332.70 each, to take full advantage of the Nissan Fleet rebate offer of \$16,000.00 that expires on March 31, 2025. The current purchase price is the lowest the Village has seen to date. Sufficient funds have been budgeted to cover the increase in vehicle replacement numbers.

Funding in the amount of \$76,000.00 is provided in the Fiscal Year 2025 Administration Vehicle Replacement Fund Account No. 3032.43900.101.570750 for two units. Funding in the amount of \$76,000.00 is provided in the Fiscal Year 2025 Public Works Vehicle Replacement Fund Account No. 3032.43900.858.570750 for two units. This will provide enough funding to cover the proposed additional two units, for a total of six units at \$133,996.20. This request is time sensitive and cannot wait for a future scheduled Board meeting to take advantage of the Fleet rebate. Based on this circumstance, staff are requesting Village Manager spending authority and will present the purchase to the Board at a future meeting.

Please let me know if you have any questions; otherwise, please provide your approval to allow staff to execute the necessary documents for this purchase.

VILLAGE OF OAK PARK


By: Kevin J. Jackson
Its: Village Manager

Date: March 20, 2025

REVIEWED AND APPROVED
AS TO FORM

MAR 20 2025


LAW DEPARTMENT

**Village of Oak Park
Fleet Replacement Fund
2025 - 2029**

Project:

Public Works Vehicle Replacement

General
Priority Code:

A

Category:

Machinery and Equipment

Climate
Priority Code:

High

Climate Impact
Area(s):

Transportation; Community Health & Environmental Quality;
Parks, Plants & Biodiversity



Description:

Replacement or rebuilding of Public Works Department vehicles. This category does not include Public Works vehicles assigned to the Water & Sewer Division or Environmental Services Division.

Justification:

Equipment and vehicles that are past their cost effective lives and have exceeded the evaluation criteria for retention are a financial burden on the Village of Oak Park. The Department is proposing to rebuild vehicles when it is cost effective and wear has not been detrimental to the chassis or engine. As more services are being brought in-house, equipment will be used more than in the past. Newer equipment will help keep downtime to a minimum. Staff will evaluate the feasibility and opportunity to transition to full electric vehicles for every purchase. Staff will present the Board with the possible option and cost in alignment with the Village Climate Ready Oak Park Plan Goal: TS01 - Reduce Vehicle Emissions.

Current Status:

Replacement Schedule:

2025- 2016 Three Admin vehicles (\$38,000 each), , 2015 P/U w/Plow (\$70,000), 2012 P/U w/Plow (\$70,000)
2026- 2016 Two Admin vehicles (\$38,000 each), 2002 Semi Road Tractor (\$300,000), 2016 Two P/U w/Plow (\$70,000 each), 2005 Single axle dump truck w/chipper box w/plow, (\$225,000), 2005 Small loader (\$95,000), 2005 Front End Loader (\$350,000), 2005 Hot patch trailer (\$45,000), 1982 Air compressor trailer (\$30,000), 2005 Front end loader (\$350,000), 2005 Tandem axle dump truck w/plow rebuild (\$250,000)
2027- 2003 Service truck (\$80,000), 2000 Large Aerial truck (\$360,000), 2005 Tree stumper (\$70,000), Two Tandem Axle Dump trucks w/salter/plow (\$310,000 each), 2016 One ton truck w/plow (\$170,000), 2016 Multi purpose tractor (\$100,000), 1999 Portable air compressor (\$35,000)
2028- 2016 P/U w/plow (\$70,000), 2017 One ton truck w/plow (\$175,000)
2029- 2017 Admin vehicle (\$42,000), Single Axle Dump truck w/salter/plow (\$310,000)

Funding Sources	Account Number	Amended		Year End		Recommended Project Budget					
		Actuals	Budget	Budget	Estimate						
		FY 2022	FY 2023	FY 2024	FY 2024	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Interfund Transfer CIP #3095	3032.41300.101.491495	267,062	450,000	620,000	1,175,000	950,000	254,000	1,861,000	1,435,000	245,000	352,000
Parking Operating Revenues	Various	-	-	-	-	-	-	-	-	-	-
Disposal proceeds	3032.43900.858.570750	(14,600)	(55,000)	-	-	(60,000)	-	-	-	-	-
Total:		252,462	395,000	620,000	1,175,000	890,000	254,000	1,861,000	1,435,000	245,000	352,000
Expenditures											
Vehicle Purchase	3032.43900.858.570750	267,062	392,892	620,000	1,175,000	950,000	254,000	1,861,000	1,435,000	245,000	352,000
Parking Fund	5060.43770.786.570750	-	-	-	-	-	-	-	-	-	-
Disposal proceeds		(14,600)	-	-	-	(60,000)	-	-	-	-	-
Total:		252,462	392,892	620,000	1,175,000	890,000	254,000	1,861,000	1,435,000	245,000	352,000

**Village of Oak Park
Fleet Replacement Fund
2025 - 2029**

Project:

Administration Vehicle Replacement

General Priority
Code:

B

Climate Priority
Code:

High

General
Category:

Machinery and Equipment

General
Category:

Transportation; Community Health & Environmental
Quality; Parks, Plants & Biodiversity



Description:

Vehicles used by inspectors and pool usage for the day to day operations of the Village Administration staff.

Justification:

Newer vehicles are coming standard with more safety features, as well as equal or superior fuel mileage. The return on the secondary market is exceptional at this point in time. Staff will evaluate the feasibility and opportunity to transition to full electric vehicles for every purchase. Replacement units will all be Hybrids or Electrics if available and supportable with existing infrastructure in alignment with the Village Climate Ready Oak Park Plan Goal: TS01 - Reduce Vehicle Emissions.

Current Status:

Replacement Schedule:
2025 - Three Admin. cars (\$38,000 each)
2026 - Six Admin. cars (\$38,000 each)
2027 - Two Admin. car (\$40,000 each)
2028 - None
2029 - None

Funding Sources	Account Number	Actuals		Budget		Amended	Year End	Recommended Project Budget				
		FY2022	FY 2023	FY 2024	Budget	FY 2024	Estimate	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Interfund Transfer CIP #3095	3032.41300.101.491495	68,207	103,614	-	-	-	-	114,000	228,000	80,000	-	-
Disposal Proceeds	3032.43900.101.570750	-	-	-	-	-	-	-	-	-	-	-
Total:		68,207	103,614	-	-	-	-	114,000	228,000	80,000	-	-
Expenditures												
Vehicles	3032.43900.101.570750	68,207	103,614	-	-	-	-	114,000	228,000	80,000	-	-
Total:		68,207	103,614	-	-	-	-	114,000	228,000	80,000	-	-

Village of Oak Park

Gerald Nissan North Aurora 2025 Nissan Leaf SV+

<u>Stock#</u>	<u>VIN</u>	
51004	1N4CZ1CV3SC558545	\$22,332.70
51005	1N4CZ1CV9SC558257	\$22,332.70
51707 (66194)	1N4CZ1CV1SC550203	\$22,332.70
51708 (65795)	1N4CZ1CV1SC559077	\$22,332.70
51709 (65762)	1N4CZ1CV5SC560460	\$22,332.70
51710 (65503)	1N4CZ1CV3SC550588	\$22,332.70

		\$133,996.20

GERALD

Stock# 51004

Dealer GERALD NISSAN OF NORTH AURORA, INC.

Date 03/15/2025

Buyer VILLAGE OF OAK PARK

Co-Buyer

Make	Model	Type	Year	Color	VIN
NISSAN	LEAF	NEW	2025	WHITE	1N4CZ1CV3SC558545
Record of Trade-In(s)					37,657.00
Make	Year	Model	Stock#	Gerald Protection Package	
N/A	N/A	N/A	N/A		
N/A	N/A	N/A	N/A		
Color	Odometer	Trade Allowance			
N/A	N/A	N/A			
N/A	N/A	N/A			
VIN					
N/A					N/A
N/A					

TRADE-IN AND/OR OTHER CREDITS I understand that the car traded in, if any, is subject to reappraisal at the time of delivery. Buyer is responsible for and shall pay the amount, if any, by which the balance owed on the trade-in exceeds the trade-in allowance. I understand that the trade-in allowance represents only an offer by Dealer to buy the trade-in vehicle at the allowance price, conditioned on Buyer's purchase of the vehicle sold by Dealer in the transaction. Dealer makes no representations regarding what price other parties might or might not be willing to pay Lessee for the trade-in.

NOTICE: TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

Contractual Disclosure Statement For Used Vehicle Only

Notice: The following applies to the sale of a used vehicle 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 provision in the contract of sale.

Aviso: Lo siguiente aplica a la venta de un vehículo usado únicamente. La información que usted ve en el formulario de la ventanilla de este vehículo forma parte de este contrato. La información del formulario de la ventanilla supedita cualesquiera disposiciones contrarias en el contrato de venta.

General Terms & Financing Buyer agrees that this order includes all of the terms and conditions on both the face and subsequent pages hereof, and all riders attached hereto, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that this order shall not become binding until accepted by Dealer or his authorized representative. In the event of a time sale, Dealer shall not be obligated in any way and have no liability to Buyer under this agreement until approval of the terms hereof and the terms of any retail installment contract is given by a bank or finance company willing to purchase without recourse a retail installment contract between the parties hereto based on such terms. Buyer by his execution of this Order certifies that he has read its terms and conditions and has received a true copy of his Order.

NO EXPRESS WARRANTIES/DISCLAIMER OF IMPLIED WARRANTIES, EXCEPT AS REQUIRED BY ILLINOIS LAW.

DEALER MAKES NO EXPRESS WARRANTY UNDER THIS AGREEMENT. AS TO ALL VEHICLES SOLD BY DEALER, TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WRITTEN OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY LIABILITY TO BUYER FOR ANY CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, PROPERTY DAMAGE, ALL DAMAGES FOR LOSS OF USE, LOSS OF PROFITS OR INCOME, LOSS OF TIME OR INCONVENIENCE, AND ANY AND ALL OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, FORESEEN OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE SALE AND USE OF THE VEHICLE DESCRIBED HEREIN.

AS TO ANY NEW VEHICLE OR OTHER VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, SUCH MANUFACTURER'S WRITTEN WARRANTY SHALL BE THE ONLY WARRANTY APPLICABLE TO SUCH VEHICLE. FACTORY INSTALLED ACCESSORIES ARE COVERED BY MANUFACTURER'S WARRANTY AND ARE NOT WARRANTED IN ANY WAY BY DEALER. DEALER INSTALLED ACCESSORIES ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY, AND ARE COVERED ONLY BY WARRANTIES PROVIDED BY THE MAKER OF SUCH ACCESSORIES, NOT DEALER. (TO BE VALID, A COPY OF SUCH SERVICE CONTRACT OR WRITTEN WARRANTY MUST BE ATTACHED TO THIS AGREEMENT.)

LIMITED WARRANTY ON USED VEHICLES REQUIRED BY ILLINOIS LAW

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. BUYER SHALL PAY ONE-HALF OF THE COST OF THE FIRST 2 REPAIRS NECESSARY TO BRING THE VEHICLE INTO COMPLIANCE WITH THIS WARRANTY. THE PAYMENTS TO BE MADE BY BUYER ARE LIMITED TO A MAXIMUM PAYMENT OF \$100 FOR EACH REPAIR; PROVIDED, HOWEVER, BUYER WILL ONLY BE RESPONSIBLE FOR A MAXIMUM PAYMENT OF \$100 IF THE VEHICLE IS BROUGHT IN FOR A SECOND REPAIR FOR THE SAME DEFECT. THE MAXIMUM LIABILITY OF THE DEALER FOR REPAIRS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE USED MOTOR VEHICLE, TO BE REFUNDED TO BUYER OR BUYER'S LENDER, AS APPLICABLE, IN EXCHANGE FOR THE RETURN OF THE VEHICLE. THIS LIMITED WARRANTY DOES NOT APPLY TO VEHICLES WITH MORE THAN 150,000 MILES AT THE TIME OF SALE, TO VEHICLES WITH TITLES THAT HAVE BEEN BRANDED "REBUILT" OR "FLOOD," OR TO ANTIQUE VEHICLES OR COLLECTOR VEHICLES, AS DEFINED IN THE ILLINOIS VEHICLE CODE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY DAMAGE AS A RESULT OF ANY OF THE FOLLOWING: OFF-ROAD USE; RACING; TOWING; ABUSE; MISUSE; NEGLIGENCE; FAILURE TO PERFORM REGULAR MAINTENANCE; AND FAILURE TO MAINTAIN ADEQUATE OIL, COOLANT, AND OTHER REQUIRED FLUIDS OR LUBRICANTS.

BUYER AGREES THAT ANY DISPUTE RELATING TO THIS SALE MUST BE RESOLVED BY BINDING ARBITRATION PURSUANT TO THE TERMS OF THE ARBITRATION CLAUSE ON THE SUBSEQUENT PAGES.

Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services related to closing of a sale. The base documentary fee beginning January 1, 2008, was \$150. The maximum amount that may be charged for a documentary fee is the base documentary fee of \$150.00 which shall be subject to an annual rate adjustment equal to the percentage of change in the bureau of labor statistics consumer price index. This notice is required by law.

*Final Selling Price	37,657.00
*Trade-In Allowance	(N/A)
Difference	37,657.00
*Documentary Service Fee	367.70
*Optional EVR Fee	35.00
License & Title Fee	273.00
STATE TAX	N/A
COOK COUNTY TAX	N/A
CHICAGO TAX	N/A
Total Sales Tax	N/A
Gap Protection	N/A
Extended Service Contract/Warranty	N/A
Prepaid Maintenance	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
Estimated Trade Payoff	N/A
Total Due	38,332.70
Total of Cash Deposits	N/A
Rebates Total	16,000.00
UNPAID BALANCE (AMOUNT FINANCED)	22,332.70

SUBJECT TO INCORPORATED TERMS & CONDITIONS SET FORTH ON SUBSEQUENT PAGES AND PRIOR THIRD PARTY FINANCE APPROVAL.

Buyer Signature: _____

Buyer Email: kcrowley@oak-park.us

Address: 201 SOUTH BLVD OAK PARK, IL 60302

Phone: (708)358-5700

Co-Buyer Signature: _____

Co-Buyer Email: N/A

Address: _____

Phone: N/A

Dealer Signature: _____

Salesperson: BOB SMILEY

Terms and Conditions

1. **Definitions** As used in this agreement, the terms (a) "Dealer" shall mean the authorized dealer to whom this agreement is addressed and who shall become a party hereto by its written acceptance of this agreement to sell the motor vehicle under the express terms of this agreement (b) "Buyer" shall mean the party executing this agreement on the face hereof for the purchase of the motor vehicle sold under the terms of this agreement, and (c) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood by the parties that Dealer is not an agent of Manufacturer for any purpose, that Dealer and Buyer are the only parties to this agreement and that reference to Manufacturer herein is for the sole purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles. Whenever required by the context hereof the singular shall be deemed to include the plural and the masculine to include the feminine.
2. **Change in Price or Financing** A) Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event that the price to Dealer of new vehicles of the series and body type ordered in this contract is changed by Manufacturer prior to delivery of the new motor vehicle ordered under this agreement, Dealer reserves the right to change the cash delivery price of such motor vehicle to Buyer accordingly. If such cash delivered price is increased by the Dealer, Buyer may, if dissatisfied with the change in price, cancel this agreement. B) It is expressly understood that Dealer shall not be providing financing with respect to the purchase of the subject motor vehicle. Buyer understands that conditions imposed by the third party who is providing financing may require modification of the terms of this agreement. Such modification may include a higher interest rate, higher monthly payments, and/or a longer payment term than that contemplated by the parties to this agreement. If such financing terms are modified, Buyer may, if dissatisfied with the modification to the financing terms, cancel this agreement. If Buyer elects to cancel this agreement pursuant to subparagraph A or B above, the used motor vehicle, if any, that has been traded in as part of the consideration of such used motor vehicle, shall be returned to Buyer upon payment of a reasonable charge for storage and repairs (if any), or, if such used motor vehicle has previously been sold by Dealer, the amount received therefrom, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning, or advertising said used motor vehicle for sale shall be returned to Buyer.
3. **Changes in Design** Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon the motor vehicle chassis, accessory or parts previously purchased by or shipped to Dealer, or being manufactured or sold in accordance with Dealer's order. In the event of any such change by Manufacturer, Dealer shall have no obligation to Buyer to make the same or similar changes in any motor vehicle, chassis, accessories or parts thereof covered by the agreement either before or subsequent to delivery of the new motor vehicle to Buyer.
4. **Trade-in Vehicle** If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle purchased under this agreement is not to be delivered to Dealer until delivery to Buyer of the motor vehicle covered by this agreement, then the used motor vehicle shall be, at Dealer's sole option, re-appraised at that time. The re-appraisal value shall then determine the allowance made for such used motor vehicle. If the re-appraised value is lower than the original allowance shown on the front of this agreement, Buyer may, if dissatisfied therewith, cancel this order provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle order under this agreement to the Buyer and surrender of the used motor vehicle to the Dealer. Buyer agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as part of the consideration for the purchase of a motor vehicle under this agreement at the time of delivery of such used motor vehicle to Dealer. Buyer warrants that the used motor vehicle delivered hereunder is his property free and clear of all liens and encumbrance, except as otherwise noted on the face of this agreement. Buyer further warrants that the trade-in vehicle has sustained no material flood or other material body damage and that the engine, all major accessories and transmission perform as they did at the time of the appraisal. Buyer further warrants that the engine block of motor vehicle trade-in is not cracked, and if it is, repairs are to be made at Buyer's expense. Buyer represents and warrants that title to the motor vehicle trade-in hereunder is not, by way of illustration but not limitation, a "S.V." (salvage vehicle) or "Rebuilt" Certificate of Title vehicle, or any other type of status or specific nomenclature of certification which might, with or without Buyer's knowledge, in any way alter or diminish title, or in any way reduce the vehicle's value as determined by Dealer.
5. **Binding Effect** This agreement shall not be binding on either party until receipt by Buyer from Dealer of any consumer credit disclosure statements which Dealer is required under applicable Federal or State law to furnish to Buyer in connection with this agreement. Dealer may cancel this agreement without any liability to Buyer if approved third party financing is not obtained after the execution of this agreement by Buyer. Dealer may, alternatively, seek alternate sources of financing which may modify Buyer's payment terms. In such an event, Buyer may cancel this agreement pursuant to the terms of Paragraph 3. Buyer agrees that this agreement includes all of the terms and conditions on both the face and reverse side hereof, and all riders attached hereto, and that this agreement cancels and supersedes all prior written or oral agreements and, as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement relating to the subject matter covered by this agreement. This agreement shall not become binding until accepted by Dealer or his authorized representative in writing. In the event of a time sale, Dealer shall not be obligated to tender delivery to Buyer until approval of the terms hereof given by a bank or finance company willing to purchase without recourse a retail installment contract between the parties based on such terms.
6. **Arbitration** Every controversy, claim cause of action, or other dispute arising from or relating to this agreement, the relationships that result from this agreement, the purchase, lease or transfer of any vehicles, or the breach, termination or invalidity of this agreement, whether in tort contract, by statute, consumer fraud, fraud in law, in equity or otherwise, shall be resolved by binding arbitration before a sole independent arbitrator in Dupage County, Illinois in accordance with the then applicable BBB Comprehensive Arbitration Rules and Procedures and the BBB Minimum Standards of the Procedural Fairness in Consumer Arbitrations. The decision of the arbitrator shall be final and binding. The parties voluntarily and knowingly waive any right they have to jury trial. The arbitrator shall be selected by agreement of the parties. If the parties cannot agree on the arbitrator after a reasonable attempt, an arbitrator will be appointed by BBB. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall determine the rights and obligations of the parties according to the substantive laws of the State of Illinois and the express terms of this agreement. This arbitration involves interstate commerce and shall be governed by the Federal Arbitration Act, 9, U.S.C. § 1. The official language of the arbitration shall be English. The part prevailing on substantially all of its claims shall be entitled to recover its costs, including attorney's fees, for the arbitration proceedings, as well as any ancillary proceeding, including a proceeding to compel arbitration, to request interim measures or to confirm or set aside and award. In the event that one party files a lawsuit in court and the other moves to stay or dismiss the court proceedings and compel arbitration, and the result of the motion is an order compelling arbitration, the party moving to compel arbitration shall be immediately entitled to collect its costs, including attorney's fees, for the court proceedings to compel arbitration, and its right to these costs and fees shall not depend on prevailing on the merits in arbitration.
7. **Rights To Vehicle Before Purchase or Delivery Completed** Buyer shall not have any rights in the motor vehicle to be purchased under this agreement until Dealer receives full and final payment. Dealer shall not be liable for any failure to deliver or delay in delivering the vehicle to be purchased if such failure or delay is caused, in whole or in part, by the acts of omissions of the Manufacturer or Buyer, accidents, strikes, fires, or any events or casualties reasonably beyond the Dealer's control.
8. **Cancellation and Termination** If Buyer takes possession of the motor vehicle to be purchased prior to this agreement becoming binding pursuant to Paragraph 6 above, and this agreement is cancelled or terminated by either party, Dealer shall be entitled to reasonable rental fees (based on both time and mileage) and may exercise any and all rights and/or remedies available to Dealer under all applicable laws. In such circumstance, or if Buyer has traded in a used vehicle, Dealer is expressly entitled to take the following actions to secure such reasonable rental, storage, commission, repair, conditioning and/or advertising fees: a) to retain the appropriate portion of any cash deposit made by Buyer or the proceeds from the sale of a trade in vehicle; or b) to sue for and recover lost profits on the vehicle's sale, attorney's fees and any other expenses incurred by Dealer in attempting to enforce the provisions or remedies of this agreement.
9. **Sales, Use or Occupational Taxes** The price of the used motor vehicle specified on the face of this agreement includes reimbursement for federal excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated in this agreement. Buyer assumes and agrees to pay unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this agreement, regardless of which party may have primary tax liability.
10. **Service Contracts** In the event that Buyer purchases service contract coverage, it is expressly understood that Dealer shall retain as part of its profit a portion of the amount paid or financed with respect to the service contract coverage and/or any contract for such coverage.
11. **Age** Buyer warrants that he is more than 18 years of age at the time of the execution of this agreement.
12. **Applicable Law** This agreement shall be governed by the internal laws of the State of Illinois exclusive of its conflict of law provisions.
13. **Modifications/Waiver** This agreement can be modified or rescinded only by a writing signed by both of the parties or by their duly authorized agents. The agreement is not assignable by Buyer without the express written consent of Dealer. No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
14. **Severability** If any term, covenant or condition of this agreement or the application thereof to any person, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term, covenant or provision, to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.
15. **Limitation of Dealer's Liability** To the extent permitted by law, Dealer's entire liability to Buyer, if any, for any claims, demands or causes of action, whether in tort, contract, consumer fraud, fraud or otherwise, is limited solely to the amount set forth as the purchase price of this agreement. Notwithstanding the foregoing limitation, if a dispute, claim or cause of action arises as a result of the purchase of the vehicle or any breach or alleged breach of this agreement, whether in tort, contract, consumer fraud, fraud or otherwise, Dealer, at its sole option, may elect to repurchase the vehicle sold hereunder and refund the purchase price of the vehicle to Buyer, less any reasonable costs to Dealer associated with the repurchase. Such repurchase would be the sole remedy available to Buyer in the event of a breach of this agreement by Dealer or as a remedy to any other claims or causes of action by Buyer. The limitation set forth herein does not affect any disclaimer or other provision of this agreement and creates no substantive rights of action against Dealer. Both Dealer and Buyer agree to the extent permitted by law, to waive any and all claims for exemplary, punitive, or consequential damages or any damages in excess of those damages permitted under the express terms of this agreement.

GERALD

Stock# 51005

Dealer GERALD NISSAN OF NORTH AURORA, INC.

Date 03/15/2025

Buyer VILLAGE OF OAK PARK

Co-Buyer

Make	Model	Type	Year	Color	VIN
NISSAN	LEAF	NEW	2025	WHTBLK	1N4CZ1CV9SC558257
Record of Trade-In(s)				Base Selling Price	37,657.00
Make	Year	Model	Stock#	Gerald Protection Package	
N/A	N/A	N/A	N/A		
N/A	N/A	N/A	N/A		
Color	Odometer	Trade Allowance			
N/A	N/A	N/A			
N/A	N/A	N/A			
VIN					
N/A					
N/A					N/A

TRADE-IN AND/OR OTHER CREDITS I understand that the car traded in, if any, is subject to reappraisal at the time of delivery. Buyer is responsible for and shall pay the amount, if any, by which the balance owed on the trade-in exceeds the trade-in allowance. I understand that the trade-in allowance represents only an offer by Dealer to buy the trade-in vehicle at the allowance price, conditioned on Buyer's purchase of the vehicle sold by Dealer in the transaction. Dealer makes no representations regarding what price other parties might or might not be willing to pay Lessee for the trade-in.

NOTICE: TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

Contractual Disclosure Statement For Used Vehicle Only

Notice: The following applies to the sale of a used vehicle 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 provision in the contract of sale.

Aviso: Lo siguiente aplica a la venta de un vehículo usado únicamente. La información que usted ve en el formulario de la ventanilla de este vehículo forma parte de este contrato. La información del formulario de la ventanilla supedita cualesquiera disposiciones contrarias en el contrato de venta.

General Terms & Financing Buyer agrees that this order includes all of the terms and conditions on both the face and subsequent pages hereof, and all riders attached hereto, that this Order cancels and supercedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that this order shall not become binding until accepted by Dealer or his authorized representative. In the event of a time sale, Dealer shall not be obligated in any way and have no liability to Buyer under this agreement until approval of the terms hereof and the terms of any retail installment contract is given by a bank or finance company willing to purchase without recourse a retail installment contract between the parties hereto based on such terms. Buyer by his execution of this Order certifies that he has read its terms and conditions and has received a true copy of his Order.

NO EXPRESS WARRANTIES/DISCLAIMER OF IMPLIED WARRANTIES, EXCEPT AS REQUIRED BY ILLINOIS LAW.

DEALER MAKES NO EXPRESS WARRANTY UNDER THIS AGREEMENT. AS TO ALL VEHICLES SOLD BY DEALER, TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WRITTEN OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY LIABILITY TO BUYER FOR ANY CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, PROPERTY DAMAGE, ALL DAMAGES FOR LOSS OF USE, LOSS OF PROFITS OR INCOME, LOSS OF TIME OR INCONVENIENCE, AND ANY AND ALL OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, FORESEEN OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE SALE AND USE OF THE VEHICLE DESCRIBED HEREIN.

AS TO ANY NEW VEHICLE OR OTHER VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, SUCH MANUFACTURER'S WRITTEN WARRANTY SHALL BE THE ONLY WARRANTY APPLICABLE TO SUCH VEHICLE. FACTORY INSTALLED ACCESSORIES ARE COVERED BY MANUFACTURER'S WARRANTY AND ARE NOT WARRANTED IN ANY WAY BY DEALER. DEALER INSTALLED ACCESSORIES ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY, AND ARE COVERED ONLY BY WARRANTIES PROVIDED BY THE MAKER OF SUCH ACCESSORIES, NOT DEALER. (TO BE VALID, A COPY OF SUCH SERVICE CONTRACT OR WRITTEN WARRANTY MUST BE ATTACHED TO THIS AGREEMENT.)

LIMITED WARRANTY ON USED VEHICLES REQUIRED BY ILLINOIS LAW

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. BUYER, SHALL PAY ONE-HALF OF THE COST OF THE FIRST 2 REPAIRS NECESSARY TO BRING THE VEHICLE INTO COMPLIANCE WITH THIS WARRANTY. THE PAYMENTS TO BE MADE BY BUYER ARE LIMITED TO A MAXIMUM PAYMENT OF \$100 FOR EACH REPAIR; PROVIDED, HOWEVER, BUYER WILL ONLY BE RESPONSIBLE FOR A MAXIMUM PAYMENT OF \$100 IF THE VEHICLE IS BROUGHT IN FOR A SECOND REPAIR FOR THE SAME DEFECT. THE MAXIMUM LIABILITY OF THE DEALER FOR REPAIRS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE USED MOTOR VEHICLE, TO BE REFUNDED TO BUYER OR BUYER'S LENDER, AS APPLICABLE, IN EXCHANGE FOR THE RETURN OF THE VEHICLE. THIS LIMITED WARRANTY DOES NOT APPLY TO VEHICLES WITH MORE THAN 150,000 MILES AT THE TIME OF SALE, TO VEHICLES WITH TITLES THAT HAVE BEEN BRANDED "REBUILT" OR "FLOOD," OR TO ANTIQUE VEHICLES OR COLLECTOR VEHICLES, AS DEFINED IN THE ILLINOIS VEHICLE CODE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY DAMAGE AS A RESULT OF ANY OF THE FOLLOWING: OFF-ROAD USE; RACING; TOWING; ABUSE; MISUSE; NEGLIGENCE; FAILURE TO PERFORM REGULAR MAINTENANCE; AND FAILURE TO MAINTAIN ADEQUATE OIL, COOLANT, AND OTHER REQUIRED FLUIDS OR LUBRICANTS.

BUYER AGREES THAT ANY DISPUTE RELATING TO THIS SALE MUST BE RESOLVED BY BINDING ARBITRATION PURSUANT TO THE TERMS OF THE ARBITRATION CLAUSE ON THE SUBSEQUENT PAGES.

Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services related to closing of a sale. The base documentary fee beginning January 1, 2008, was \$250. The maximum amount that may be charged for a documentary fee is the base documentary fee of \$250.00 which shall be subject to an annual rate adjustment equal to the percentage of change in the bureau of labor statistics consumer price index. This notice is required by law.

*Final Selling Price	37,657.00
*Trade-In Allowance	(N/A)
Difference	37,657.00
*Documentary Service Fee	367.70
*Optional EVR Fee	35.00
License & Title Fee	273.00
STATE TAX	N/A
COOK COUNTY TAX	N/A
CHICAGO TAX	N/A
Total Sales Tax	N/A
Gap Protection	N/A
Extended Service Contract/Warranty	N/A
Prepaid Maintenance	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
Estimated Trade Payoff	N/A
Total Due	38,332.70
Total of Cash Deposits	N/A
Rebates Total	16,000.00
UNPAID BALANCE (AMOUNT FINANCED)	22,332.70

SUBJECT TO INCORPORATED TERMS & CONDITIONS SET FORTH ON SUBSEQUENT PAGES AND PRIOR THIRD PARTY FINANCE APPROVAL.

Buyer Signature: _____

Buyer Email: kcrowley@oak-park.us

Address: 201 SOUTH BLVD OAK PARK, IL 60302

Phone: (708)358-5700

Co-Buyer Signature: _____

Co-Buyer Email: N/A

Address: _____

Phone: N/A

Dealer Signature: _____

Salesperson: BOB SMILEY

Terms and Conditions

1. **Definitions** As used in this agreement, the terms (a) "Dealer shall mean the authorized dealer to whom this agreement is addressed and who shall become a party hereto by its written acceptance of this agreement to sell the motor vehicle under the express terms of this agreement (b) "Buyer" shall mean the party executing this agreement on the face hereof for the purchase of the motor vehicle sold under the terms of this agreement, and (c) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood by the parties that Dealer is not an agent of Manufacturer for any purpose, that Dealer and Buyer are the only parties to this agreement and that reference to Manufacturer herein is for the sole purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles. Whenever required by the context hereof the singular shall be deemed to include the plural and the masculine to include the feminine.
2. **Change in Price or Financing** A) Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event that the price to Dealer of new vehicles of the series and body type ordered in this contract is changed by Manufacturer prior to delivery of the new motor vehicle ordered under this agreement, Dealer reserves the right to change the cash delivery price of such motor vehicle to Buyer accordingly. If such cash delivered price is increased by the Dealer, Buyer may, if dissatisfied with the change in price, cancel this agreement. B) It is expressly understood that Dealer shall not be providing financing with respect to the purchase of the subject motor vehicle. Buyer understands that conditions imposed by the third party who is providing financing may require modification of the terms of this agreement. Such modification may include a higher interest rate, higher monthly payments, and/or a longer payment term than that contemplated by the parties to this agreement. If such financing terms are modified, Buyer may, if dissatisfied with the modification to the financing terms, cancel this agreement. If Buyer elects to cancel this agreement pursuant to subparagraph A or B above, the used motor vehicle, if any, that has been traded in as part of the consideration of such used motor vehicle, shall be returned to Buyer upon payment of a reasonable charge for storage and repairs (if any), or, if such used motor vehicle has previously been sold by Dealer, the amount received therefrom, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning, or advertising said used motor vehicle for sale shall be returned to Buyer.
3. **Changes in Design** Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon the motor vehicle chassis, accessory or parts previously purchased by or shipped to Dealer, or being manufactured or sold in accordance with Dealer's order. In the event of any such change by Manufacturer, Dealer shall have no obligation to Buyer to make the same or similar changes in any motor vehicle, chassis, accessories or parts thereof covered by the agreement either before or subsequent to delivery of the new motor vehicle to Buyer.
4. **Trade-in Vehicle** If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle purchased under this agreement is not to be delivered to Dealer until delivery to Buyer of the motor vehicle covered by this agreement, then the used motor vehicle shall be, at Dealer's sole option, re-appraised at that time. The re-appraisal value shall then determine the allowance made for such used motor vehicle. If the re-appraised value is lower than the original allowance shown on the front of this agreement, Buyer may, if dissatisfied therewith, cancel this order provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle order under this agreement to the Buyer and surrender of the used motor vehicle to the Dealer. Buyer agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as part of the consideration for the purchase of a motor vehicle under this agreement at the time of delivery of such used motor vehicle to Dealer. Buyer warrants that the used motor vehicle delivered hereunder is his property free and clear of all liens and encumbrance, except as otherwise noted on the face of this agreement. Buyer further warrants that the trade-in vehicle has sustained no material flood or other material body damage and that the engine, all major accessories and transmission perform as they did at the time of the appraisal. Buyer further warrants that the engine block of motor vehicle trade-in is not cracked, and if it is, repairs are to be made at Buyer's expense. Buyer represents and warrants that title to the motor vehicle trade-in hereunder is not, by way of illustration but not limitation, a "S.V." (salvage vehicle) or "Rebuilt" Certificate of Title vehicle, or any other type of status or specific nomenclature of certification which might, with or without Buyer's knowledge, in any way alter or diminish title, or in any way reduce the vehicle's value as determined by Dealer.
5. **Binding Effect** This agreement shall not be binding on either party until receipt by Buyer from Dealer of any consumer credit disclosure statements which Dealer is required under applicable Federal or State law to furnish to Buyer in connection with this agreement. Dealer may cancel this agreement without any liability to Buyer if approved third party financing is not obtained after the execution of this agreement by Buyer. Dealer may, alternatively, seek alternate sources of financing which may modify Buyer's payment terms. In such an event, Buyer may cancel this agreement pursuant to the terms of Paragraph 3. Buyer agrees that this agreement includes all of the terms and conditions on both the face and reverse side hereof, and all riders attached hereto, and that this agreement cancels and supersedes all prior written or oral agreements and, as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement relating to the subject matter covered by this agreement. This agreement shall not become binding until accepted by Dealer or his authorized representative in writing. In the event of a time sale, Dealer shall not be obligated to tender delivery to Buyer until approval of the terms hereof given by a bank or finance company willing to purchase without recourse a retail installment contract between the parties based on such terms.
6. **Arbitration** Every controversy, claim cause of action, or other dispute arising from or relating to this agreement, the relationships that result from this agreement, the purchase, lease or transfer of any vehicles, or the breach, termination or invalidity of this agreement, whether in tort contract, by statute, consumer fraud, fraud in law, in equity or otherwise, shall be resolved by binding arbitration before a sole independent arbitrator in Dupage County, Illinois in accordance with the then applicable BBB Comprehensive Arbitration Rules and Procedures and the BBB Minimum Standards of the Procedural Fairness in Consumer Arbitrations. The decision of the arbitrator shall be final and binding. The parties voluntarily and knowingly waive any right they have to jury trial. The arbitrator shall be selected by agreement of the parties. If the parties cannot agree on the arbitrator after a reasonable attempt, an arbitrator will be appointed by BBB. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall determine the rights and obligations of the parties according to the substantive laws of the State of Illinois and the express terms of this agreement. This arbitration involves interstate commerce and shall be governed by the Federal Arbitration Act, 9, U.S.C. § 1. The official language of the arbitration shall be English. The part prevailing on substantially all of its claims shall be entitled to recover its costs, including attorney's fees, for the arbitration proceedings, as well as any ancillary proceeding, including a proceeding to compel arbitration, to request interim measures or to confirm or set aside and award. In the event that one party files a lawsuit in court and the other moves to stay or dismiss the court proceedings and compel arbitration, and the result or the motion is an order compelling arbitration, the party moving to compel arbitration shall be immediately entitled to collect its costs, including attorney's fees, for the court proceedings to compel arbitration, and its right to these costs and fees shall not depend on prevailing on the merits in arbitration.
7. **Rights to Vehicle Before Purchase or Delivery Completed** Buyer shall not have any rights in the motor vehicle to be purchased under this agreement until Dealer receives full and final payment. Dealer shall not be liable for any failure to deliver or delay in delivering the vehicle to be purchased if such failure or delay is caused, in whole or in part, by the acts of omissions of the Manufacturer or Buyer, accidents, strikes, fires, or any events or casualties reasonably beyond the Dealer's control.
8. **Cancellation and Termination** If Buyer takes possession of the motor vehicle to be purchased prior to this agreement becoming binding pursuant to Paragraph 6 above, and this agreement is cancelled or terminated by either party, Dealer shall be entitled to reasonable rental fees (based on both time and mileage) and may exercise any and all rights and/or remedies available to Dealer under all applicable laws. In such circumstance, or if Buyer has traded in a used vehicle, Dealer is expressly entitled to take the following actions to secure such reasonable rental, storage, commission, repair, conditioning and/or advertising fees: a) to retain the appropriate portion of any cash deposit made by Buyer or the proceeds from the sale of a trade in vehicle; or b) to sue for and recover lost profits on the vehicle's sale, attorney's fees and any other expenses incurred by Dealer in attempting to enforce the provisions or remedies of this agreement.
9. **Sales, Use or Occupational Taxes** The price of the used motor vehicle specified on the face of this agreement includes reimbursement for federal excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated in this agreement. Buyer assumes and agrees to pay unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this agreement, regardless of which party may have primary tax liability.
10. **Service Contracts** In the event that Buyer purchases service contract coverage, it is expressly understood that Dealer shall retain as part of its profit a portion of the amount paid or financed with respect to the service contract coverage and/or any contract for such coverage.
11. **Age** Buyer warrants that he is more than 18 years of age at the time of the execution of this agreement.
12. **Applicable Law** This agreement shall be governed by the internal laws of the State of Illinois exclusive of its conflict of law provisions.
13. **Modifications/Waiver** This agreement can be modified or rescinded only by a writing signed by both of the parties or by their duly authorized agents. The agreement is not assignable by Buyer without the express written consent of Dealer. No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
14. **Severability** If any term, covenant or condition of this agreement or the application thereof to any person, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term, covenant or provision, to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.
15. **Limitation of Dealer's Liability** To the extent permitted by law, Dealer's entire liability to Buyer, if any, for any claims, demands or causes of action, whether in tort, contract, consumer fraud, fraud or otherwise, is limited solely to the amount set forth as the purchase price of this agreement. Notwithstanding the foregoing limitation, if a dispute, claim or cause of action arises as a result of the purchase of the vehicle or any breach or alleged breach of this agreement, whether in tort, contract, consumer fraud, fraud or otherwise, Dealer, at its sole option, may elect to repurchase the vehicle sold hereunder and refund the purchase price of the vehicle to Buyer, less any reasonable costs to Dealer associated with the repurchase. Such repurchase would be the sole remedy available to Buyer in the event of a breach of this agreement by Dealer or as a remedy to any other claims or causes of action by Buyer. The limitation set forth herein does not affect any disclaimer or other provision of this agreement and creates no substantive rights of action against Dealer. Both Dealer and Buyer agree to the extent permitted by law, to waive any and all claims for exemplary, punitive, or consequential damages or any damages in excess of those damages permitted under the express terms of this agreement.

GERALD

Stock# 51707
Date 03/15/2025
Buyer VILLAGE OF OAK PARK

Dealer GERALD NISSAN OF NORTH AURORA, INC.
Co-Buyer

Make	Model	Type	Year	Color	VIN
NISSAN	LEAF	NEW	2025	WHTBLK	1N4CZ1CV1SC550203
Record of Trade-In(s)				Base Selling Price	37,657.00
Make	Year	Model	Stock#	Gerald Protection Package	
N/A	N/A	N/A	N/A		
N/A	N/A	N/A	N/A		
Color	Odometer		Trade Allowance		
N/A	N/A		N/A		
N/A	N/A		N/A		
VIN					
N/A					N/A
N/A					

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Extended Service Contract/Warranty	N/A
Prepaid Maintenance	N/A
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N/A	N/A
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Buyer Signature: _____

Buyer Email: kcrowley@oak-park.us

Address: 201 SOUTH BLVD OAK PARK, IL 60302

Phone: (708)358-5700

Co-Buyer Signature: _____

Co-Buyer Email: N/A

Address: _____

Phone: N/A

Dealer Signature: _____

Salesperson: BOB SMILEY

Terms and Conditions

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2. **Change in Price or Financing** A) Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event that the price to Dealer of new vehicles of the series and body type ordered in this contract is changed by Manufacturer prior to delivery of the new motor vehicle ordered under this agreement, Dealer reserves the right to change the cash delivery price of such motor vehicle to Buyer accordingly. If such cash delivered price is increased by the Dealer, Buyer may, if dissatisfied with the change in price, cancel this agreement. B) It is expressly understood that Dealer shall not be providing financing with respect to the purchase of the subject motor vehicle. Buyer understands that conditions imposed by the third party who is providing financing may require modification of the terms of this agreement. Such modification may include a higher interest rate, higher monthly payments, and/or a longer payment term than that contemplated by the parties to this agreement. If such financing terms are modified, Buyer may, if dissatisfied with the modification to the financing terms, cancel this agreement. If Buyer elects to cancel this agreement pursuant to subparagraph A or B above, the used motor vehicle, if any, that has been traded in as part of the consideration of such used motor vehicle, shall be returned to Buyer upon payment of a reasonable charge for storage and repairs (if any), or, if such used motor vehicle has previously been sold by Dealer, the amount received therefrom, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning, or advertising said used motor vehicle for sale shall be returned to Buyer.
3. **Changes in Design** Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon the motor vehicle chassis, accessory or parts previously purchased by or shipped to Dealer, or being manufactured or sold in accordance with Dealer's order. In the event of any such change by Manufacturer, Dealer shall have no obligation to Buyer to make the same or similar changes in any motor vehicle, chassis, accessories or parts thereof covered by the agreement either before or subsequent to delivery of the new motor vehicle to Buyer.
4. **Trade-In Vehicle** If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle purchased under this agreement is not to be delivered to Dealer until delivery to Buyer of the motor vehicle covered by this agreement, then the used motor vehicle shall be, at Dealer's sole option, re-appraised at that time. The re-appraisal value shall then determine the allowance made for such used motor vehicle. If the re-appraised value is lower than the original allowance shown on the front of this agreement, Buyer may, if dissatisfied therewith, cancel this order provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle order under this agreement to the Buyer and surrender of the used motor vehicle to the Dealer. Buyer agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as part of the consideration for the purchase of a motor vehicle under this agreement at the time of delivery of such used motor vehicle to Dealer. Buyer warrants that the used motor vehicle delivered hereunder is his property free and clear of all liens and encumbrance, except as otherwise noted on the face of this agreement. Buyer further warrants that the trade-in vehicle has sustained no material flood or other material body damage and that the engine, all major accessories and transmission perform as they did at the time of the appraisal. Buyer further warrants that the engine block of motor vehicle trade-in is not cracked, and if it is, repairs are to be made at Buyer's expense. Buyer represents and warrants that the frame of said vehicle has not been damaged, and that the vehicle is structurally sound and street worthy. Buyer represents and warrants that title to the motor vehicle trade-in hereunder is not, by way of illustration but not limitation, a "S.V." (salvage vehicle) or "Rebuilt" Certificate of Title vehicle, or any other type of status or specific nomenclature of certification which might, with or without Buyer's knowledge, in any way alter or diminish title, or in any way reduce the vehicle's value as determined by Dealer.
5. **Binding Effect** This agreement shall not be binding on either party until receipt by Buyer from Dealer of any consumer credit disclosure statements which Dealer is required under applicable Federal or State law to furnish to Buyer in connection with this agreement. Dealer may cancel this agreement without any liability to Buyer if approved third party financing is not obtained after the execution of this agreement by Buyer. Dealer may, alternatively, seek alternate sources of financing which may modify Buyer's payment terms. In such an event, Buyer may cancel this agreement pursuant to the terms of Paragraph 3. Buyer agrees that this agreement includes all of the terms and conditions on both the face and reverse side hereof, and all riders attached hereto, and that this agreement cancels and supersedes all prior written or oral agreements and, as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement relating to the subject matter covered by this agreement. This agreement shall not become binding until accepted by Dealer or his authorized representative in writing. In the event of a time sale, Dealer shall not be obligated to tender delivery to Buyer until approval of the terms hereof given by a bank or finance company willing to purchase without recourse a retail installment contract between the parties based on such terms.
6. **Arbitration** Every controversy, claim cause of action, or other dispute arising from or relating to this agreement, the relationships that result from this agreement, the purchase, lease or transfer of any vehicles, or the breach, termination or invalidity of this agreement, whether in tort contract, by statute, consumer fraud, fraud in law, in equity or otherwise, shall be resolved by binding arbitration before a sole independent arbitrator in Dupage County, Illinois in accordance with the then applicable BBB Comprehensive Arbitration Rules and Procedures and the BBB Minimum Standards of the Procedural Fairness in Consumer Arbitrations. The decision of the arbitrator shall be final and binding. The parties voluntarily and knowingly waive any right they have to jury trial. The arbitrator shall be selected by agreement of the parties. If the parties cannot agree on the arbitrator after a reasonable attempt, an arbitrator will be appointed by BBB. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall determine the rights and obligations of the parties according to the substantive laws of the State of Illinois and the express terms of this agreement. This arbitration involves interstate commerce and shall be governed by the Federal Arbitration Act, 9, U.S.C. § 1. The official language of the arbitration shall be English. The part prevailing on substantially all of its claims shall be entitled to recover its costs, including attorney's fees, for the arbitration proceedings, as well as any ancillary proceeding, including a proceeding to compel arbitration, to request interim measures or to confirm or set aside an award. In the event that one party files a lawsuit in court and the other moves to stay or dismiss the court proceedings and compel arbitration, and the result or the motion is an order compelling arbitration, the party moving to compel arbitration shall be immediately entitled to collect its costs, including attorney's fees, for the court proceedings to compel arbitration, and its right to these costs and fees shall not depend on prevailing on the merits in arbitration.
7. **Rights To Vehicle Before Purchase or Delivery Completed** Buyer shall not have any rights in the motor vehicle to be purchased under this agreement until Dealer receives full and final payment. Dealer shall not be liable for any failure to deliver or delay in delivering the vehicle to be purchased if such failure or delay is caused, in whole or in part, by the acts of omissions of the Manufacturer or Buyer, accidents, strikes, fires, or any events or casualties reasonably beyond the Dealer's control.
8. **Cancellation and Termination** If Buyer takes possession of the motor vehicle to be purchased prior to this agreement becoming binding pursuant to Paragraph 6 above, and this agreement is cancelled or terminated by either party, Dealer shall be entitled to reasonable rental fees (based on both time and mileage) and may exercise any and all rights and/or remedies available to Dealer under all applicable laws. In such circumstance, or if Buyer has traded in a used vehicle, Dealer is expressly entitled to take the following actions to secure such reasonable rental, storage, commission, repair, conditioning and/or advertising fees: a) to retain the appropriate portion of any cash deposit made by Buyer or the proceeds from the sale of a trade in vehicle; or b) to sue for and recover lost profits on the vehicle's sale, attorney's fees and any other expenses incurred by Dealer in attempting to enforce the provisions or remedies of this agreement.
9. **Sales, Use or Occupational Taxes** The price of the used motor vehicle specified on the face of this agreement includes reimbursement for federal excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated in this agreement. Buyer assumes and agrees to pay unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this agreement, regardless of which party may have primary tax liability.
10. **Service Contracts** In the event that Buyer purchases service contract coverage, it is expressly understood that Dealer shall retain as part of its profit a portion of the amount paid or financed with respect to the service contract coverage and/or any contract for such coverage.
11. **Age** Buyer warrants that he is more than 18 years of age at the time of the execution of this agreement.
12. **Applicable Law** This agreement shall be governed by the internal laws of the State of Illinois exclusive of its conflict of law provisions.
13. **Modifications/Waiver** This agreement can be modified or rescinded only by a writing signed by both of the parties or by their duly authorized agents. The agreement is not assignable by Buyer without the express written consent of Dealer. No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
14. **Severability** If any term, covenant or condition of this agreement or the application thereof to any person, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term, covenant or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.
15. **Limitation of Dealer's Liability** To the extent permitted by law, Dealer's entire liability to Buyer, if any, for any claims, demands or causes of action, whether in tort, contract, consumer fraud, fraud or otherwise, is limited solely to the amount set forth as the purchase price of this agreement. Notwithstanding the foregoing limitation, if a dispute, claim or cause of action arises as a result of the purchase of the vehicle or any breach or alleged breach of this agreement, whether in tort, contract, consumer fraud, fraud or otherwise, Dealer, at its sole option, may elect to repurchase the vehicle sold hereunder and refund the purchase price of the vehicle to Buyer, less any reasonable costs to Dealer associated with the repurchase. Such repurchase would be the sole remedy available to Buyer in the event of a breach of this agreement by Dealer or as a remedy to any other claims or causes of action by Buyer. The limitation set forth herein does not affect any disclaimer or other provision of this agreement and creates no substantive rights of action against Dealer. Both Dealer and Buyer agree to the extent permitted by law, to waive any and all claims for exemplary, punitive, or consequential damages or any damages in excess of those damages permitted under the express terms of this agreement.

GERALD

Stock# 51708

Dealer GERALD NISSAN OF NORTH AURORA, INC.

Date 03/18/2025

Buyer VILLAGE OF OAK PARK

Co-Buyer

Make	Model	Type	Year	Color	VIN
NISSAN	LEAF	NEW	2025	WHTBLK	1N4CZ1CV1SC559077
Record of Trade-In(s)				Base Selling Price	37,657.00
Make	Year	Model	Stock#	Gerald Protection Package	
N/A	N/A	N/A	N/A		
N/A	N/A	N/A	N/A		
Color	Odometer	Trade Allowance			
N/A	N/A	N/A			
N/A	N/A	N/A			
VIN					
N/A					
N/A					N/A

TRADE-IN AND/OR OTHER CREDITS I understand that the car traded in, if any, is subject to reappraisal at the time of delivery. Buyer is responsible for and shall pay the amount, if any, by which the balance owed on the trade-in exceeds the trade-in allowance. I understand that the trade-in allowance represents only an offer by Dealer to buy the trade-in vehicle at the allowance price, conditioned on Buyer's purchase of the vehicle sold by Dealer in the transaction. Dealer makes no representations regarding what price other parties might or might not be willing to pay Lessee for the trade-in.

NOTICE: TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

Contractual Disclosure Statement For Used Vehicle Only

Notice: The following applies to the sale of a used vehicle 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 provision in the contract of sale.

Aviso: Lo siguiente aplica a la venta de un vehículo usado únicamente. La información que usted ve en el formulario de la ventanilla de este vehículo forma parte de este contrato. La información del formulario de la ventanilla supedita cualesquiera disposiciones contrarias en el contrato de venta.

General Terms & Financing Buyer agrees that this order includes all of the terms and conditions on both the face and subsequent pages hereof, and all riders attached hereto, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that this order shall not become binding until accepted by Dealer or his authorized representative. In the event of a time sale, Dealer shall not be obligated in any way and have no liability to Buyer under this agreement until approval of the terms hereof and the terms of any retail installment contract is given by a bank or finance company willing to purchase without recourse a retail installment contract between the parties hereto based on such terms. Buyer by his execution of this Order certifies that he has read its terms and conditions and has received a true copy of his Order.

NO EXPRESS WARRANTIES/DISCLAIMER OF IMPLIED WARRANTIES, EXCEPT AS REQUIRED BY ILLINOIS LAW.

DEALER MAKES NO EXPRESS WARRANTY UNDER THIS AGREEMENT. AS TO ALL VEHICLES SOLD BY DEALER, TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WRITTEN OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY LIABILITY TO BUYER FOR ANY CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, PROPERTY DAMAGE, ALL DAMAGES FOR LOSS OF USE, LOSS OF PROFITS OR INCOME, LOSS OF TIME OR INCONVENIENCE, AND ANY AND ALL OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, FORESEEN OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE SALE AND USE OF THE VEHICLE DESCRIBED HEREIN.

AS TO ANY NEW VEHICLE OR OTHER VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, SUCH MANUFACTURER'S WRITTEN WARRANTY SHALL BE THE ONLY WARRANTY APPLICABLE TO SUCH VEHICLE. FACTORY INSTALLED ACCESSORIES ARE COVERED BY MANUFACTURER'S WARRANTY AND ARE NOT WARRANTED IN ANY WAY BY DEALER. DEALER INSTALLED ACCESSORIES ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY, AND ARE COVERED ONLY BY WARRANTIES PROVIDED BY THE MAKER OF SUCH ACCESSORIES, NOT DEALER. (TO BE VALID, A COPY OF SUCH SERVICE CONTRACT OR WRITTEN WARRANTY MUST BE ATTACHED TO THIS AGREEMENT.)

LIMITED WARRANTY ON USED VEHICLES REQUIRED BY ILLINOIS LAW

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. BUYER, SHALL PAY ONE-HALF OF THE COST OF THE FIRST 2 REPAIRS NECESSARY TO BRING THE VEHICLE INTO COMPLIANCE WITH THIS WARRANTY. THE PAYMENTS TO BE MADE BY BUYER ARE LIMITED TO A MAXIMUM PAYMENT OF \$100 FOR EACH REPAIR; PROVIDED, HOWEVER, BUYER WILL ONLY BE RESPONSIBLE FOR A MAXIMUM PAYMENT OF \$100 IF THE VEHICLE IS BROUGHT IN FOR A SECOND REPAIR FOR THE SAME DEFECT. THE MAXIMUM LIABILITY OF THE DEALER FOR REPAIRS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE USED MOTOR VEHICLE, TO BE REFUNDED TO BUYER OR BUYER'S LENDER, AS APPLICABLE, IN EXCHANGE FOR THE RETURN OF THE VEHICLE. THIS LIMITED WARRANTY DOES NOT APPLY TO VEHICLES WITH MORE THAN 150,000 MILES AT THE TIME OF SALE, TO VEHICLES WITH TITLES THAT HAVE BEEN BRANDED "REBUILT" OR "FLOOD," OR TO ANTIQUE VEHICLES OR COLLECTOR VEHICLES, AS DEFINED IN THE ILLINOIS VEHICLE CODE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY DAMAGE AS A RESULT OF ANY OF THE FOLLOWING: OFF-ROAD USE; RACING; TOWING; ABUSE; MISUSE; NEGLIGENCE; FAILURE TO PERFORM REGULAR MAINTENANCE; AND FAILURE TO MAINTAIN ADEQUATE OIL, COOLANT, AND OTHER REQUIRED FLUIDS OR LUBRICANTS.

BUYER AGREES THAT ANY DISPUTE RELATING TO THIS SALE MUST BE RESOLVED BY BINDING ARBITRATION PURSUANT TO THE TERMS OF THE ARBITRATION CLAUSE ON THE SUBSEQUENT PAGES.

Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services related to closing of a sale. The base documentary fee beginning January 1, 2008, was \$150. The maximum amount that may be charged for a documentary fee is the base documentary fee of \$150.00 which shall be subject to an annual rate adjustment equal to the percentage of change in the Bureau of Labor Statistics consumer price index. This notice is required by law.

*Final Selling Price	37,657.00
*Trade-In Allowance	(N/A)
Difference	37,657.00
*Documentary Service Fee	367.70
*Optional EVR Fee	35.00
License & Title Fee	273.00
STATE TAX	N/A
COOK COUNTY TAX	N/A
CHICAGO TAX	N/A
Total Sales Tax	N/A
Gap Protection	N/A
Extended Service Contract/Warranty	N/A
Prepaid Maintenance	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
Estimated Trade Payoff	N/A
Total Due	38,332.70
Total of Cash Deposits	N/A
Rebates Total	16,000.00
UNPAID BALANCE (AMOUNT FINANCED)	22,332.70

SUBJECT TO INCORPORATED TERMS & CONDITIONS SET FORTH ON SUBSEQUENT PAGES AND PRIOR THIRD PARTY FINANCE APPROVAL.

Buyer Signature: _____

Buyer Email: kcrowley@oak-park.us

Address: 201 SOUTH BLVD OAK PARK, IL 60302

Phone: (708)358-5700

Co-Buyer Signature: _____

Co-Buyer Email: N/A

Address: _____

Phone: N/A

Dealer Signature: _____

Salesperson: BOB SMILEY

Terms and Conditions

1. **Definitions** As used in this agreement, the terms (a) "Dealer" shall mean the authorized dealer to whom this agreement is addressed and who shall become a party hereto by its written acceptance of this agreement to sell the motor vehicle under the express terms of this agreement (b) "Buyer" shall mean the party executing this agreement on the face hereof for the purchase of the motor vehicle sold under the terms of this agreement, and (c) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood by the parties that Dealer is not an agent of Manufacturer for any purpose, that Dealer and Buyer are the only parties to this agreement and that reference to Manufacturer herein is for the sole purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles. Whenever required by the context hereof the singular shall be deemed to include the plural and the masculine to include the feminine.
2. **Change in Price or Financing** A) Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event that the price to Dealer of new vehicles of the series and body type ordered in this contract is changed by Manufacturer prior to delivery of the new motor vehicle ordered under this agreement, Dealer reserves the right to change the cash delivery price of such motor vehicle to Buyer accordingly. If such cash delivered price is increased by the Dealer, Buyer may, if dissatisfied with the change in price, cancel this agreement. B) It is expressly understood that Dealer shall not be providing financing with respect to the purchase of the subject motor vehicle. Buyer understands that conditions imposed by the third party who is providing financing may require modification of the terms of this agreement. Such modification may include a higher interest rate, higher monthly payments, and/or a longer payment term than that contemplated by the parties to this agreement. If such financing terms are modified, Buyer may, if dissatisfied with the modification to the financing terms, cancel this agreement. If Buyer elects to cancel this agreement pursuant to subparagraph A or B above, the used motor vehicle, if any, that has been traded in as part of the consideration of such used motor vehicle, shall be returned to Buyer upon payment of a reasonable charge for storage and repairs (if any), or, if such used motor vehicle has previously been sold by Dealer, the amount received therefrom, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning, or advertising said used motor vehicle for sale shall be returned to Buyer.
3. **Changes in Design** Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon the motor vehicle chassis, accessory or parts previously purchased by or shipped to Dealer, or being manufactured or sold in accordance with Dealer's order. In the event of any such change by Manufacturer, Dealer shall have no obligation to Buyer to make the same or similar changes in any motor vehicle, chassis, accessories or parts thereof covered by the agreement either before or subsequent to delivery of the new motor vehicle to Buyer.
4. **Trade-in Vehicle** If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle purchased under this agreement is not to be delivered to Dealer until delivery to Buyer of the motor vehicle covered by this agreement, then the used motor vehicle shall be, at Dealer's sole option, re-appraised at that time. The re-appraisal value shall then determine the allowance made for such used motor vehicle. If the re-appraised value is lower than the original allowance shown on the front of this agreement, Buyer may, if dissatisfied therewith, cancel this order provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle order under this agreement to the Buyer and surrender of the used motor vehicle to the Dealer. Buyer agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as part of the consideration for the purchase of a motor vehicle under this agreement at the time of delivery of such used motor vehicle to Dealer. Buyer warrants that the used motor vehicle delivered hereunder is his property free and clear of all liens and encumbrance, except as otherwise noted on the face of this agreement. Buyer further warrants that the trade-in vehicle has sustained no material flood or other material body damage and that the engine, all major accessories and transmission perform as they did at the time of the appraisal. Buyer further warrants that the engine block of motor vehicle trade-in is not cracked, and if it is, repairs are to be made at Buyer's expense. Buyer represents and warrants that the frame of said vehicle has not been damaged, and that the vehicle is structurally sound and street worthy. Buyer represents and warrants that title to the motor vehicle trade-in hereunder is not, by way of illustration but not limitation, a "S.V." (salvage vehicle) or "Rebuilt" Certificate of Title vehicle, or any other type of status or specific nomenclature of certification which might, with or without Buyer's knowledge, in any way alter or diminish title, or in any way reduce the vehicle's value as determined by Dealer.
5. **Binding Effect** This agreement shall not be binding on either party until receipt by Buyer from Dealer of any consumer credit disclosure statements which Dealer is required under applicable Federal or State law to furnish to Buyer in connection with this agreement. Dealer may cancel this agreement without any liability to Buyer if approved third party financing is not obtained after the execution of this agreement by Buyer. Dealer may, alternatively, seek alternate sources of financing which may modify Buyer's payment terms. In such an event, Buyer may cancel this agreement pursuant to the terms of Paragraph 3. Buyer agrees that this agreement includes all of the terms and conditions on both the face and reverse side hereof, and all riders attached hereto, and that this agreement cancels and supersedes all prior written or oral agreements and, as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement relating to the subject matter covered by this agreement. This agreement shall not become binding until accepted by Dealer or his authorized representative in writing. In the event of a time sale, Dealer shall not be obligated to tender delivery to Buyer until approval of the terms hereof given by a bank or finance company willing to purchase without recourse a retail installment contract between the parties based on such terms.
6. **Arbitration** Every controversy, claim cause of action, or other dispute arising from or relating to this agreement, the relationships that result from this agreement, the purchase, lease or transfer of any vehicles, or the breach, termination or invalidity of this agreement, whether in tort contract, by statute, consumer fraud, fraud in law, in equity or otherwise, shall be resolved by binding arbitration before a sole independent arbitrator in Dupage County, Illinois in accordance with the then applicable BBB Comprehensive Arbitration Rules and Procedures and the BBB Minimum Standards of the Procedural Fairness in Consumer Arbitrations. The decision of the arbitrator shall be final and binding. The parties voluntarily and knowingly waive any right they have to jury trial. The arbitrator shall be selected by agreement of the parties. If the parties cannot agree on the arbitrator after a reasonable attempt, an arbitrator will be appointed by BBB. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall determine the rights and obligations of the parties according to the substantive laws of the State of Illinois and the express terms of this agreement. This arbitration involves interstate commerce and shall be governed by the Federal Arbitration Act, 9, U.S.C. § 1. The official language of the arbitration shall be English. The part prevailing on substantially all of its claims shall be entitled to recover its costs, including attorney's fees, for the arbitration proceedings, as well as any ancillary proceeding, including a proceeding to compel arbitration, to request interim measures or to confirm or set aside and award. In the event that one party files a lawsuit in court and the other moves to stay or dismiss the court proceedings and compel arbitration, and the result or the motion is an order compelling arbitration, the party moving to compel arbitration shall be immediately entitled to collect its costs, including attorney's fees, for the court proceedings to compel arbitration, and its right to these costs and fees shall not depend on prevailing on the merits in arbitration.
7. **Rights To Vehicle Before Purchase or Delivery Completed** Buyer shall not have any rights in the motor vehicle to be purchased under this agreement until Dealer receives full and final payment. Dealer shall not be liable for any failure to deliver or delay in delivering the vehicle to be purchased if such failure or delay is caused, in whole or in part, by the acts or omissions of the Manufacturer or Buyer, accidents, strikes, fires, or any events or casualties reasonably beyond the Dealer's control.
8. **Cancellation and Termination** If Buyer takes possession of the motor vehicle to be purchased prior to this agreement becoming binding pursuant to Paragraph 6 above, and this agreement is cancelled or terminated by either party, Dealer shall be entitled to reasonable rental fees (based on both time and mileage) and may exercise any and all rights and/or remedies available to Dealer under all applicable laws. In such circumstance, or if Buyer has traded in a used vehicle, Dealer is expressly entitled to take the following actions to secure such reasonable rental, storage, commission, repair, conditioning and/or advertising fees: a) to retain the appropriate portion of any cash deposit made by Buyer or the proceeds from the sale of a trade in vehicle; or b) to sue for and recover lost profits on the vehicle's sale, attorney's fees and any other expenses incurred by Dealer in attempting to enforce the provisions or remedies of this agreement.
9. **Sales, Use or Occupational Taxes** The price of the used motor vehicle specified on the face of this agreement includes reimbursement for federal excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated in this agreement. Buyer assumes and agrees to pay unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this agreement, regardless of which party may have primary tax liability.
10. **Service Contracts** In the event that Buyer purchases service contract coverage, it is expressly understood that Dealer shall retain as part of its profit a portion of the amount paid or financed with respect to the service contract coverage and/or any contract for such coverage.
11. **Age** Buyer warrants that he is more than 18 years of age at the time of the execution of this agreement.
12. **Applicable Law** This agreement shall be governed by the internal laws of the State of Illinois exclusive of its conflict of law provisions.
13. **Modifications/Waiver** This agreement can be modified or rescinded only by a writing signed by both of the parties or by their duly authorized agents. The agreement is not assignable by Buyer without the express written consent of Dealer. No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
14. **Severability** If any term, covenant or condition of this agreement or the application thereof to any person, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term, covenant or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.
15. **Limitation of Dealer's Liability** To the extent permitted by law, Dealer's entire liability to Buyer, if any, for any claims, demands or causes of action, whether in tort, contract, consumer fraud, fraud or otherwise, is limited solely to the amount set forth as the purchase price of this agreement. Notwithstanding the foregoing limitation, if a dispute, claim or cause of action arises as a result of the purchase of the vehicle or any breach or alleged breach of this agreement, whether in tort, contract, consumer fraud, fraud or otherwise, Dealer, at its sole option, may elect to repurchase the vehicle sold hereunder and refund the purchase price of the vehicle to Buyer, less any reasonable costs to Dealer associated with the repurchase. Such repurchase would be the sole remedy available to Buyer in the event of a breach of this agreement by Dealer or as a remedy to any other claims or causes of action by Buyer. The limitation set forth herein does not affect any disclaimer or other provision of this agreement and creates no substantive rights of action against Dealer. Both Dealer and Buyer agree to the extent permitted by law, to waive any and all claims for exemplary, punitive, or consequential damages or any damages in excess of those damages permitted under the express terms of this agreement.

GERALD

Stock# 51709

Dealer GERALD NISSAN OF NORTH AURORA, INC.

Date 03/18/2025

Buyer VILLAGE OF OAK PARK

Co-Buyer

Make	Model	Type	Year	Color	VIN
NISSAN	LEAF	NEW	2025	WHTBLK	1N4CZ1CV5SC560460
Record of Trade-In(s)				Base Selling Price	37,657.00
Make	Year	Model	Stock#	Gerald Protection Package	
N/A	N/A	N/A	N/A		
N/A	N/A	N/A	N/A		
Color	Odometer		Trade Allowance		
N/A	N/A		N/A		
N/A	N/A		N/A		
VIN					
N/A					
N/A			N/A		

TRADE-IN AND/OR OTHER CREDITS I understand that the car traded in, if any, is subject to reappraisal at the time of delivery. Buyer is responsible for and shall pay the amount, if any, by which the balance owed on the trade-in exceeds the trade-in allowance. I understand that the trade-in allowance represents only an offer by Dealer to buy the trade-in vehicle at the allowance price, conditioned on Buyer's purchase of the vehicle sold by Dealer in the transaction. Dealer makes no representations regarding what price other parties might or might not be willing to pay Lessee for the trade-in.

NOTICE: TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

Contractual Disclosure Statement For Used Vehicle Only

Notice: The following applies to the sale of a used vehicle 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 provision in the contract of sale.

Aviso: Lo siguiente aplica a la venta de un vehículo usado únicamente. La información que usted ve en el formulario de la ventanilla de este vehículo forma parte de este contrato. La información del formulario de la ventanilla supedita cualesquiera disposiciones contrarias en el contrato de venta.

General Terms & Financing Buyer agrees that this order includes all of the terms and conditions on both the face and subsequent pages hereof, and all riders attached hereto, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that this order shall not become binding until accepted by Dealer or his authorized representative. In the event of a time sale, Dealer shall not be obligated in any way and have no liability to Buyer under this agreement until approval of the terms hereof and the terms of any retail installment contract is given by a bank or finance company willing to purchase without recourse a retail installment contract between the parties hereto based on such terms. Buyer by his execution of this Order certifies that he has read its terms and conditions and has received a true copy of his Order.

NO EXPRESS WARRANTIES/DISCLAIMER OF IMPLIED WARRANTIES, EXCEPT AS REQUIRED BY ILLINOIS LAW.

DEALER MAKES NO EXPRESS WARRANTY UNDER THIS AGREEMENT. AS TO ALL VEHICLES SOLD BY DEALER, TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WRITTEN OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY LIABILITY TO BUYER FOR ANY CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, PROPERTY DAMAGE, ALL DAMAGES FOR LOSS OF USE, LOSS OF PROFITS OR INCOME, LOSS OF TIME OR INCONVENIENCE, AND ANY AND ALL OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, FORESEEN OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE SALE AND USE OF THE VEHICLE DESCRIBED HEREIN.

AS TO ANY NEW VEHICLE OR OTHER VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, SUCH MANUFACTURER'S WRITTEN WARRANTY SHALL BE THE ONLY WARRANTY APPLICABLE TO SUCH VEHICLE. FACTORY INSTALLED ACCESSORIES ARE COVERED BY MANUFACTURER'S WARRANTY AND ARE NOT WARRANTED IN ANY WAY BY DEALER. DEALER INSTALLED ACCESSORIES ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY, AND ARE COVERED ONLY BY WARRANTIES PROVIDED BY THE MAKER OF SUCH ACCESSORIES, NOT DEALER. (TO BE VALID, A COPY OF SUCH SERVICE CONTRACT OR WRITTEN WARRANTY MUST BE ATTACHED TO THIS AGREEMENT.)

LIMITED WARRANTY ON USED VEHICLES REQUIRED BY ILLINOIS LAW

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. BUYER, SHALL PAY ONE-HALF OF THE COST OF THE FIRST 2 REPAIRS NECESSARY TO BRING THE VEHICLE INTO COMPLIANCE WITH THIS WARRANTY. THE PAYMENTS TO BE MADE BY BUYER ARE LIMITED TO A MAXIMUM PAYMENT OF \$100 FOR EACH REPAIR; PROVIDED, HOWEVER, BUYER WILL ONLY BE RESPONSIBLE FOR A MAXIMUM PAYMENT OF \$100 IF THE VEHICLE IS BROUGHT IN FOR A SECOND REPAIR FOR THE SAME DEFECT. THE MAXIMUM LIABILITY OF THE DEALER FOR REPAIRS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE USED MOTOR VEHICLE, TO BE REFUNDED TO BUYER OR BUYER'S LENDER, AS APPLICABLE, IN EXCHANGE FOR THE RETURN OF THE VEHICLE. THIS LIMITED WARRANTY DOES NOT APPLY TO VEHICLES WITH MORE THAN 150,000 MILES AT THE TIME OF SALE, TO VEHICLES WITH TITLES THAT HAVE BEEN BRANDED "REBUILT" OR "FLOOD," OR TO ANTIQUE VEHICLES OR COLLECTOR VEHICLES, AS DEFINED IN THE ILLINOIS VEHICLE CODE. THIS WARRANTY SPECIFICALLY EXCLUDES ANY DAMAGE AS A RESULT OF ANY OF THE FOLLOWING: OFF-ROAD USE; RACING; TOWING; ABUSE; MISUSE; NEGLIGENCE; FAILURE TO PERFORM REGULAR MAINTENANCE; AND FAILURE TO MAINTAIN ADEQUATE OIL, COOLANT, AND OTHER REQUIRED FLUIDS OR LUBRICANTS.

BUYER AGREES THAT ANY DISPUTE RELATING TO THIS SALE MUST BE RESOLVED BY BINDING ARBITRATION PURSUANT TO THE TERMS OF THE ARBITRATION CLAUSE ON THE SUBSEQUENT PAGES.

Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services related to closing of a sale. The base documentary fee beginning January 1, 2008, was \$150. The maximum amount that may be charged for a documentary fee is the base documentary fee of \$150.00 which shall be subject to an annual rate adjustment equal to the percentage of change in the bureau of labor statistics consumer price index. This notice is required by law.

*Final Selling Price	37,657.00
*Trade-In Allowance	(N/A)
Difference	37,657.00
*Documentary Service Fee	367.70
*Optional EVR Fee	35.00
License & Title Fee	273.00
STATE TAX	N/A
COOK COUNTY TAX	N/A
CHICAGO TAX	N/A
Total Sales Tax	N/A
Gap Protection	N/A
Extended Service Contract/Warranty	N/A
Prepaid Maintenance	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
Estimated Trade Payoff	N/A
Total Due	38,332.70
Total of Cash Deposits	N/A
Rebates Total	16,000.00
UNPAID BALANCE (AMOUNT FINANCED)	22,332.70

SUBJECT TO INCORPORATED TERMS & CONDITIONS SET FORTH ON SUBSEQUENT PAGES AND PRIOR THIRD PARTY FINANCE APPROVAL.

Buyer Signature: _____

Buyer Email: kcrowley@oak-park.us

Address: 201 SOUTH BLVD OAK PARK, IL 60302

Phone: (708)358-5700

Co-Buyer Signature: _____

Co-Buyer Email: N/A

Address: _____

Phone: N/A

Dealer Signature: _____

Salesperson: BOB SMILEY

Terms and Conditions

1. **Definitions** As used in this agreement, the terms (a) "Dealer" shall mean the authorized dealer to whom this agreement is addressed and who shall become a party hereto by its written acceptance of this agreement to sell the motor vehicle under the express terms of this agreement (b) "Buyer" shall mean the party executing this agreement on the face hereof for the purchase of the motor vehicle sold under the terms of this agreement, and (c) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood by the parties that Dealer is not an agent of Manufacturer for any purpose, that Dealer and Buyer are the only parties to this agreement and that reference to Manufacturer herein is for the sole purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles. Whenever required by the context hereof the singular shall be deemed to include the plural and the masculine to include the feminine.
2. **Change In Price or Financing** A) Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event that the price to Dealer of new vehicles of the series and body type ordered in this contract is changed by Manufacturer prior to delivery of the new motor vehicle ordered under this agreement, Dealer reserves the right to change the cash delivery price of such motor vehicle to Buyer accordingly. If such cash delivered price is increased by the Dealer, Buyer may, if dissatisfied with the change in price, cancel this agreement. B) It is expressly understood that Dealer shall not be providing financing with respect to the purchase of the subject motor vehicle. Buyer understands that conditions imposed by the third party who is providing financing may require modification of the terms of this agreement. Such modification may include a higher interest rate, higher monthly payments, and/or a longer payment term than that contemplated by the parties to this agreement. If such financing terms are modified, Buyer may, if dissatisfied with the modification to the financing terms, cancel this agreement. If Buyer elects to cancel this agreement pursuant to subparagraph A or B above, the used motor vehicle, if any, that has been traded in as part of the consideration of such used motor vehicle, shall be returned to Buyer upon payment of a reasonable charge for storage and repairs (if any), or, if such used motor vehicle has previously been sold by Dealer, the amount received therefrom, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning, or advertising said used motor vehicle for sale shall be returned to Buyer.
3. **Changes in Design** Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon the motor vehicle chassis, accessory or parts previously purchased by or shipped to Dealer, or being manufactured or sold in accordance with Dealer's order. In the event of any such change by Manufacturer, Dealer shall have no obligation to Buyer to make the same or similar changes in any motor vehicle, chassis, accessories or parts thereof covered by the agreement either before or subsequent to delivery of the new motor vehicle to Buyer.
4. **Trade-In Vehicle** If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle purchased under this agreement is not to be delivered to Dealer until delivery to Buyer of the motor vehicle covered by this agreement, then the used motor vehicle shall be, at Dealer's sole option, re-appraised at that time. The re-appraisal value shall then determine the allowance made for such used motor vehicle. If the re-appraised value is lower than the original allowance shown on the front of this agreement, Buyer may, if dissatisfied therewith, cancel this order provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle order under this agreement to the Buyer and surrender of the used motor vehicle to the Dealer. Buyer agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as part of the consideration for the purchase of a motor vehicle under this agreement at the time of delivery of such used motor vehicle to Dealer. Buyer warrants that the used motor vehicle delivered hereunder is his property free and clear of all liens and encumbrance, except as otherwise noted on the face of this agreement. Buyer further warrants that the trade-in vehicle has sustained no material flood or other material body damage and that the engine, all major accessories and transmission perform as they did at the time of the appraisal. Buyer further warrants that the engine block of motor vehicle trade-in is not cracked, and if it is, repairs are to be made at Buyer's expense. Buyer represents and warrants that title to the motor vehicle trade-in hereunder is not, by way of illustration but not limitation, a "S.V." (salvage vehicle) or "Rebuilt" Certificate of Title vehicle, or any other type of status or specific nomenclature of certification which might, with or without Buyer's knowledge, in any way alter or diminish title, or in any way reduce the vehicle's value as determined by Dealer.
5. **Binding Effect** This agreement shall not be binding on either party until receipt by Buyer from Dealer of any consumer credit disclosure statements which Dealer is required under applicable Federal or State law to furnish to Buyer in connection with this agreement. Dealer may cancel this agreement without any liability to Buyer if approved third party financing is not obtained after the execution of this agreement by Buyer. Dealer may, alternatively, seek alternate sources of financing which may modify Buyer's payment terms. In such an event, Buyer may cancel this agreement pursuant to the terms of Paragraph 3. Buyer agrees that this agreement includes all of the terms and conditions on both the face and reverse side hereof, and all riders attached hereto, and that this agreement cancels and supersedes all prior written or oral agreements and, as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement relating to the subject matter covered by this agreement. This agreement shall not become binding until accepted by Dealer or his authorized representative in writing. In the event of a time sale, Dealer shall not be obligated to tender delivery to Buyer until approval of the terms hereof given by a bank or finance company willing to purchase without recourse a retail installment contract between the parties based on such terms.
6. **Arbitration** Every controversy, claim cause of action, or other dispute arising from or relating to this agreement, the relationships that result from this agreement, the purchase, lease or transfer of any vehicles, or the breach, termination or invalidity of this agreement, whether in tort contract, by statute, consumer fraud, fraud in law, in equity or otherwise, shall be resolved by binding arbitration before a sole independent arbitrator in Dupage County, Illinois in accordance with the then applicable BBB Comprehensive Arbitration Rules and Procedures and the BBB Minimum Standards of the Procedural Fairness in Consumer Arbitrations. The decision of the arbitrator shall be final and binding. The parties voluntarily and knowingly waive any right they have to jury trial. The arbitrator shall be selected by agreement of the parties. If the parties cannot agree on the arbitrator after a reasonable attempt, an arbitrator will be appointed by BBB. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall determine the rights and obligations of the parties according to the substantive laws of the State of Illinois and the express terms of this agreement. This arbitration involves interstate commerce and shall be governed by the Federal Arbitration Act, 9, U.S.C. § 1. The official language of the arbitration shall be English. The part prevailing on substantially all of its claims shall be entitled to recover its costs, including attorney's fees, for the arbitration proceedings, as well as any ancillary proceeding, including a proceeding to compel arbitration, to request interim measures or to confirm or set aside an award. In the event that one party files a lawsuit in court and the other moves to stay or dismiss the court proceedings and compel arbitration, and the result of the motion is an order compelling arbitration, the party moving to compel arbitration shall be immediately entitled to collect its costs, including attorney's fees, for the court proceedings to compel arbitration, and its right to these costs and fees shall not depend on prevailing on the merits in arbitration.
7. **Rights To Vehicle Before Purchase or Delivery Completed** Buyer shall not have any rights in the motor vehicle to be purchased under this agreement until Dealer receives full and final payment. Dealer shall not be liable for any failure to deliver or delay in delivering the vehicle to be purchased if such failure or delay is caused, in whole or in part, by the acts of omissions of the Manufacturer or Buyer, accidents, strikes, fires, or any events or casualties reasonably beyond the Dealer's control.
8. **Cancellation and Termination** If Buyer takes possession of the motor vehicle to be purchased prior to this agreement becoming binding pursuant to Paragraph 6 above, and this agreement is cancelled or terminated by either party, Dealer shall be entitled to reasonable rental fees (based on both time and mileage) and may exercise any and all rights and/or remedies available to Dealer under all applicable laws. In such circumstance, or if Buyer has traded in a used vehicle, Dealer is expressly entitled to take the following actions to secure such reasonable rental, storage, commission, repair, conditioning and/or advertising fees: a) to retain the appropriate portion of any cash deposit made by Buyer or the proceeds from the sale of a trade in vehicle; or b) to sue for and recover lost profits on the vehicle's sale, attorney's fees and any other expenses incurred by Dealer in attempting to enforce the provisions or remedies of this agreement.
9. **Sales, Use or Occupational Taxes** The price of the used motor vehicle specified on the face of this agreement includes reimbursement for federal excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated in this agreement. Buyer assumes and agrees to pay unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this agreement, regardless of which party may have primary tax liability.
10. **Service Contracts** In the event that Buyer purchases service contract coverage, it is expressly understood that Dealer shall retain as part of its profit a portion of the amount paid or financed with respect to the service contract coverage and/or any contract for such coverage.
11. **Age** Buyer warrants that he is more than 18 years of age at the time of the execution of this agreement.
12. **Applicable Law** This agreement shall be governed by the internal laws of the State of Illinois exclusive of its conflict of law provisions.
13. **Modifications/Waiver** This agreement can be modified or rescinded only by a writing signed by both of the parties or by their duly authorized agents. The agreement is not assignable by Buyer without the express written consent of Dealer. No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
14. **Severability** If any term, covenant or condition of this agreement or the application thereof to any person, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term, covenant or provision, to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.
15. **Limitation of Dealer's Liability** To the extent permitted by law, Dealer's entire liability to Buyer, if any, for any claims, demands or causes of action, whether in tort, contract, consumer fraud, fraud or otherwise, is limited solely to the amount set forth as the purchase price of this agreement. Notwithstanding the foregoing limitation, if a dispute, claim or cause of action arises as a result of the purchase of the vehicle or any breach or alleged breach of this agreement, whether in tort, contract, consumer fraud, fraud or otherwise, Dealer, at its sole option, may elect to repurchase the vehicle sold hereunder and refund the purchase price of the vehicle to Buyer, less any reasonable costs to Dealer associated with the repurchase. Such repurchase would be the sole remedy available to Buyer in the event of a breach of this agreement by Dealer or as a remedy to any other claims or causes of action by Buyer. The limitation set forth herein does not affect any disclaimer or other provision of this agreement and creates no substantive rights of action against Dealer. Both Dealer and Buyer agree to the extent permitted by law, to waive any and all claims for exemplary, punitive, or consequential damages or any damages in excess of those damages permitted under the express terms of this agreement.

GERALD

Stock# 51710

Dealer GERALD NISSAN OF NORTH AURORA, INC.

Date 03/18/2025

Buyer VILLAGE OF OAK PARK

Co-Buyer

Make	Model	Type	Year	Color	VIN
NISSAN	LEAF	NEW	2025	WHTBLK	1N4CZ1CV3SC550588
Record of Trade-In(s)				Base Selling Price	37,657.00
Make	Year	Model	Stock#	Gerald Protection Package	
N/A	N/A	N/A	N/A		
N/A	N/A	N/A	N/A		
Color	Odometer		Trade Allowance		
N/A	N/A		N/A		
N/A	N/A		N/A		
VIN					
N/A					
N/A					N/A

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Buyer Signature: _____

Buyer Email: kcrowley@oak-park.us

Address: 201 SOUTH BLVD OAK PARK, IL 60302

Phone: (708)358-5700

Co-Buyer Signature: _____

Co-Buyer Email: N/A

Address: _____

Phone: N/A

Dealer Signature: _____

Salesperson: BOB SMILEY

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2. **Change in Price or Financing** A) Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event that the price to Dealer of new vehicles of the series and body type ordered in this contract is changed by Manufacturer prior to delivery of the new motor vehicle ordered under this agreement, Dealer reserves the right to change the cash delivery price of such motor vehicle to Buyer accordingly. If such cash delivered price is increased by the Dealer, Buyer may, if dissatisfied with the change in price, cancel this agreement. B) It is expressly understood that Dealer shall not be providing financing with respect to the purchase of the subject motor vehicle. Buyer understands that conditions imposed by the third party who is providing financing may require modification of the terms of this agreement. Such modification may include a higher interest rate, higher monthly payments, and/or a longer payment term than that contemplated by the parties to this agreement. If such financing terms are modified, Buyer may, if dissatisfied with the modification to the financing terms, cancel this agreement. If Buyer elects to cancel this agreement pursuant to subparagraph A or B above, the used motor vehicle, if any, that has been traded in as part of the consideration of such used motor vehicle, shall be returned to Buyer upon payment of a reasonable charge for storage and repairs (if any), or, if such used motor vehicle has previously been sold by Dealer, the amount received therefrom, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning, or advertising said used motor vehicle for sale shall be returned to Buyer.
3. **Changes in Design** Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon the motor vehicle chassis, accessory or parts previously purchased by or shipped to Dealer, or being manufactured or sold in accordance with Dealer's order. In the event of any such change by Manufacturer, Dealer shall have no obligation to Buyer to make the same or similar changes in any motor vehicle, chassis, accessories or parts thereof covered by the agreement either before or subsequent to delivery of the new motor vehicle to Buyer.
4. **Trade-in Vehicle** If the used motor vehicle which has been traded in as part of the consideration for the motor vehicle purchased under this agreement is not to be delivered to Dealer until delivery to Buyer of the motor vehicle covered by this agreement, then the used motor vehicle shall be, at Dealer's sole option, re-appraised at that time. The re-appraisal value shall then determine the allowance made for such used motor vehicle. If the re-appraised value is lower than the original allowance shown on the front of this agreement, Buyer may, if dissatisfied therewith, cancel this order provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle order under this agreement to the Buyer and surrender of the used motor vehicle to the Dealer. Buyer agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as part of the consideration for the purchase of a motor vehicle under this agreement at the time of delivery of such used motor vehicle to Dealer. Buyer warrants that the used motor vehicle delivered hereunder is his property free and clear of all liens and encumbrance, except as otherwise noted on the face of this agreement. Buyer further warrants that the trade-in vehicle has sustained no material flood or other material body damage and that the engine, all major accessories and transmission perform as they did at the time of the appraisal. Buyer further warrants that the engine block of motor vehicle trade-in is not cracked, and if it is, repairs are to be made at Buyer's expense. Buyer represents and warrants that title to the motor vehicle trade-in hereunder is not, by way of illustration but not limitation, a "S.V." (salvage vehicle) or "Rebuilt" Certificate of Title vehicle, or any other type of status or specific nomenclature of certification which might, with or without Buyer's knowledge, in any way alter or diminish title, or in any way reduce the vehicle's value as determined by Dealer.
5. **Binding Effect** This agreement shall not be binding on either party until receipt by Buyer from Dealer of any consumer credit disclosure statements which Dealer is required under applicable Federal or State law to furnish to Buyer in connection with this agreement. Dealer may cancel this agreement without any liability to Buyer if approved third party financing is not obtained after the execution of this agreement by Buyer. Dealer may, alternatively, seek alternate sources of financing which may modify Buyer's payment terms. In such an event, Buyer may cancel this agreement pursuant to the terms of Paragraph 3. Buyer agrees that this agreement includes all of the terms and conditions on both the face and reverse side hereof, and all riders attached hereto, and that this agreement cancels and supersedes all prior written or oral agreements and, as of the date hereof, comprises the complete and exclusive statement of the terms of the agreement relating to the subject matter covered by this agreement. This agreement shall not become binding until accepted by Dealer or his authorized representative in writing. In the event of a time sale, Dealer shall not be obligated to tender delivery to Buyer until approval of the terms hereof given by a bank or finance company willing to purchase without recourse a retail installment contract between the parties based on such terms.
6. **Arbitration** Every controversy, claim cause of action, or other dispute arising from or relating to this agreement, the relationships that result from this agreement, the purchase, lease or transfer of any vehicles, or the breach, termination or invalidity of this agreement, whether in tort contract, by statute, consumer fraud, fraud in law, in equity or otherwise, shall be resolved by binding arbitration before a sole independent arbitrator in Dupage County, Illinois is accordance with the then applicable BBB Comprehensive Arbitration Rules and Procedures and the BBB Minimum Standards of the Procedural Fairness in Consumer Arbitrations. The decision of the arbitrator shall be final and binding. The parties voluntarily and knowingly waive any right they have to jury trial. The arbitrator shall be selected by agreement of the parties. If the parties cannot agree on the arbitrator after a reasonable attempt, an arbitrator will be appointed by BBB. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall determine the rights and obligations of the parties according to the substantive laws of the State of Illinois and the express terms of this agreement. This arbitration involves interstate commerce and shall be governed by the Federal Arbitration Act, 9, U.S.C. § 1. The official language of the arbitration shall be English. The part prevailing on substantially all of its claims shall be entitled to recover its costs, including attorney's fees, for the arbitration proceedings, as well as any ancillary proceeding, including a proceeding to compel arbitration, to request interim measures or to confirm or set aside and award. In the event that one party files a lawsuit in court and the other moves to stay or dismiss the court proceedings and compel arbitration, and the result of the motion is an order compelling arbitration, the party moving to compel arbitration shall be immediately entitled to collect its costs, including attorney's fees, for the court proceedings to compel arbitration, and its right to these costs and fees shall not depend on prevailing on the merits in arbitration.
7. **Rights To Vehicle Before Purchase or Delivery Completed** Buyer shall not have any rights in the motor vehicle to be purchased under this agreement until Dealer receives full and final payment. Dealer shall not be liable for any failure to deliver or delay in delivering the vehicle to be purchased if such failure or delay is caused, in whole or in part, by the acts of omissions of the Manufacturer or Buyer, accidents, strikes, fires, or any events or casualties reasonably beyond the Dealer's control.
8. **Cancellation and Termination** If Buyer takes possession of the motor vehicle to be purchased prior to this agreement becoming binding pursuant to Paragraph 6 above, and this agreement is cancelled or terminated by either party, Dealer shall be entitled to reasonable rental fees (based on both time and mileage) and may exercise any and all rights and/or remedies available to Dealer under all applicable laws. In such circumstance, or if Buyer has traded in a used vehicle, Dealer is expressly entitled to take the following actions to secure such reasonable rental, storage, commission, repair, conditioning and/or advertising fees: a) to retain the appropriate portion of any cash deposit made by Buyer or the proceeds from the sale of a trade in vehicle; or b) to sue for and recover lost profits on the vehicle's sale, attorney's fees and any other expenses incurred by Dealer in attempting to enforce the provisions or remedies of this agreement.
9. **Sales, Use or Occupational Taxes** The price of the used motor vehicle specified on the face of this agreement includes reimbursement for federal excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated in this agreement. Buyer assumes and agrees to pay unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this agreement, regardless of which party may have primary tax liability.
10. **Service Contracts** In the event that Buyer purchases service contract coverage, it is expressly understood that Dealer shall retain as part of its profit a portion of the amount paid or financed with respect to the service contract coverage and/or any contract for such coverage.
11. **Age** Buyer warrants that he is more than 18 years of age at the time of the execution of this agreement.
12. **Applicable Law** This agreement shall be governed by the internal laws of the State of Illinois exclusive of its conflict of law provisions.
13. **Modifications/Waiver** This agreement can be modified or rescinded only by a writing signed by both of the parties or by their duly authorized agents. The agreement is not assignable by Buyer without the express written consent of Dealer. No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
14. **Severability** If any term, covenant or condition of this agreement or the application thereof to any person, or circumstance shall, to any extent, by invalid or unenforceable, the remainder of this agreement or the application of such term, covenant or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.
15. **Limitation of Dealer's Liability** To the extent permitted by law, Dealer's entire liability to Buyer, if any, for any claims, demands or causes of action, whether in tort, contract, consumer fraud, fraud or otherwise, is limited solely to the amount set forth as the purchase price of this agreement. Notwithstanding the foregoing limitation, if a dispute, claim or cause of action arises as a result of the purchase of the vehicle or any breach or alleged breach of this agreement, whether in tort, contract, consumer fraud, fraud or otherwise, Dealer, at its sole option, may elect to repurchase the vehicle sold hereunder and refund the purchase price of the vehicle to Buyer, less any reasonable costs to Dealer associated with the repurchase. Such repurchase would be the sole remedy available to Buyer in the event of a breach of this agreement by Dealer or as a remedy to any other claims or causes of action by Buyer. The limitation set forth herein does not affect any disclaimer or other provision of this agreement and creates no substantive rights of action against Dealer. Both Dealer and Buyer agree to the extent permitted by law, to waive any and all claims for exemplary, punitive, or consequential damages or any damages in excess of those damages permitted under the express terms of this agreement.