



# HM BROWN & ASSOCIATES

## CUSTOMER AGREEMENT

6532 S Revere Parkway, Centennial, Co 80111

The agreement to the following terms and conditions have been mutually agreed upon by the Customer and HMB/JFS

### DEFINITIONS

- A. HMB shall mean the authorized dealer, H.M. Brown & Associates. JFS shall mean Joe Scandaliato. Any use of the words "our" or "we" refers to HMB or JFS.
- B. The term "Customer" or "Buyer" shall mean the party executing this agreement listed as "title to" on the bottom of this agreement.
- C. "Manufacturer" shall mean the Corporation or Company that manufactured the specific motor vehicle that is ultimately purchased or leased by you. HMB is not the manufacturer of the motor vehicle purchased herein.
- D. "Market Value" is defined as the lowest price currently available to retail customers on a specific vehicle.
- E. "Auto Broker" and "Account Executive" are to be Joe Scandaliato

### HMB's SERVICES

HMB/JFS will assist you in the selection of a vehicle meeting your needs and requirements using HMB's computerized database, information manuals, and the expertise of the HMB Auto Broker/Account Executive. HMB/JFS will locate/allocate/factory order the vehicle of your choice. HMB/JFS will research the marketplace to determine the market value of the vehicle you choose. The price HMB offers you will be at or below market value. HMB/JFS will analyze the financing and leasing options of the vehicle of your chose to determine the best options. The financing and/or leasing options that HMB offers you will be at or below market value.

### DEPOSIT

HMB/JFS will collect a minimum deposit of \$600 in advance, for the purpose of securing a vehicle on your behalf. The deposit will be applied to your account and will be applied at closing, as instructed by you. HMB/JFS may request an additional deposit for custom or factory-ordered vehicles, or for transportation costs for your chosen vehicle. HMB will shop for the most competitive shipping costs for the preferred method of vehicle shipping. The total cost of which will be included in the final selling price of vehicle.

### HMB's COMPENSATION DISCLOSURE

HMB/JFS compensation is generally included in the purchase price of the vehicle. HMB/JFS reserves the right to collect a separate fee in addition to, or in lieu of the compensation included in the purchase price.

### HMB' GUARANTEE

HMB/JFS has built its business on its repeat and referral customers. HMB/JFS wants you to be completely satisfied with our services and will provide 1.5 hours of complimentary services. You may use this time to determine if HMB/JFS is a good fit to meet your needs. HMB/JFS can/will provide any of the following services: client consultation, vehicle searches, vendor/dealer relations, test-drives, document preparation, research of terms and programs, vehicle price quote, lease or finance quotes, and negotiations of any ancillary services related to procurement of vehicle(s). JFS will "clock-in" when providing these services via hours tracker software.

Should you wish to stop service with HMB/JFS we will refund your deposit minus any expenses HMB/JFS incurred on your behalf and less HMB/JFS's hourly rate of \$95/hr for any above described services performed that exceed 1.5 hours.

### INSPECTIONS

All pre-owned vehicles required to be mechanically inspected by a vendor certified to do business with HM Brown & Associates. The cost of these inspections will be included in the purchase price. If vehicle inspection is requested by client, on a vehicle that is not purchased, the cost of inspection will be billed separately.

### FACTORY & ALLOCATION ORDERS

Factory & Allocation Orders are covered under a separate agreement. Please refer to the "Vehicle Order Agreement", pages 1 and 2 for specific details.

### DISCLAIMER OF WARRANTIES AND EXCLUSIONS OR MODIFICATIONS

- A. Except as provided in any separately purchased extended service agreement, when this contract involves the sale of a new vehicle, the vehicle is sold with the manufacturer's new vehicle warranty only, which is expressly in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and of any other obligations or liability on the part of either the manufacturer or HMB.
- B. When this contract involves the sale of a used vehicle, the vehicle is sold as is, with all faults, under no representation or any warranty, express or implied, including the implied warranty of merchantability or fitness for a particular purpose.
- C. There is no warranty created by the description of the motor vehicle purchased by the Customer. The Customer verified the descriptions of the motor vehicle to his/her own satisfaction, and it is the car he/she desires to purchase.

### TRADE-IN

- A. HMB will obtain bids on your current vehicle to determine its wholesale value. HMB may need to drive your vehicle to obtain a buy bid.
- B. If a used motor vehicle trade-in is not to be delivered to HMB/JFS immediately, the used motor vehicle shall be re-appraised in the future, when it will be delivered to HMB/JFS.
- C. Customer agrees to deliver to HMB/JFS satisfactory evidence of title to any used motor vehicle traded in as part of the consideration for the motor vehicle ordered at the time of delivery of such motor vehicle to HMB. Customer warrants any used vehicle to be his/her property, free and clear of all liens and

