West Virginia Automobile and Truck Dealers Association

Annual Convention 2019

As-Is in West Virginia and Mediation

Johnnie E. Brown, Esquire
Pullin, Fowler, Flanagan, Brown & Poe, PLLC
901 Quarrier Street
Charleston, WV 25301
(304) 344-0100
jbrown@pffwv.com
June 18, 2019

Selling As-Is in West Virginia

Senate Bill 543 passed. Effective July 1, 2019.

W. Va. Code §46A-6-107(a) was created.

What Motor Vehicle Can Be Sold “As-Is”?

1. Vehicle inoperable and total loss, or
2. Vehicle is custom built or modified for show purposes or racing, or
3. Sold for less than $4,000.00, or
4. Driven more than 100,000 miles, or
5. Seven years of age or older.

- As long as you can meet one of these requirements, the used vehicle may be sold “as-is.”
- These vehicles must have an “As-Is” Buyers’ Guide.

Required Disclosure

(Prior to Sale)

- Requires that a disclaimer shall appear on the "front page of the contract of sale." W. Va. Code 46A-6-107a(d)(1)
- The required disclaimer is defined in the statute.
- Must be "12-point boldfaced type" and the heading, "16-point extra boldfaced type." It must also be boxed.
- Recommend lines for the buyer and co-buyer to initialize within the box. W. Va. Code 46A-6-107a(d)(3) and (4).

Required Disclosure

(Prior to Sale)

The disclaimer must state the following:

THIS VEHICLE IS SOLD “AS IS”. THIS MEANS THAT YOU WILL LOSE YOUR IMPLIED WARRANTIES. YOU WILL HAVE TO PAY FOR ANY REPAIRS NEEDED AFTER THE SALE. IF WE HAVE MADE ANY PROMISES TO YOU, THE LAW SAYS WE MUST KEEP OUR PROMISES EVEN IF WE SELL “AS IS”. TO PROTECT YOURSELF, ASK US TO PUT ALL PROMISES IN WRITING. YOU MAY HAVE THE RIGHT TO CANCEL THIS SALE BY THE END OF THE DEALER’S THIRD BUSINESS DAY FOLLOWING THE SALE IF THE VEHICLE HAS SIGNIFICANT MECHANICAL ISSUE THAT CAN BE REASONABLY EXPECTED TO HAVE EXISTED AT THE TIME OF THE SALE.

Required Disclosure

(Prior to Sale)

- Buyer and co-Buyer acknowledge that they have received a Vehicle History Report.
- Disclose "Defects or Malfunctions Disclosed by Prior Owner or Discovered on Inspection" W. Va. Code 46A-6-107a(d)(6)
- -Buyer is informed of the three business day right to cancel if based upon significant mechanical issue or issues which existed at the time of sale for an "as-is" sale based upon price, mileage or age only. W. Va. Code 46A-6-107a(b).

Recommended Forms

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VEHICLE MAKE | MODEL | YEAR | VEHICLE IDENTIFICATION NUMBER (VIN)

WARRANTIES FOR THIS VEHICLE:

☐ **AS IS - NO DEALER WARRANTY**

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

☐ **DEALER WARRANTY**

☐ FULL WARRANTY.

☐ LIMITED WARRANTY. The dealer will pay ____% of the labor and ____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:	DURATION:

NON-DEALER WARRANTIES FOR THIS VEHICLE:

☐ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.

☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.

☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

☐ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

AS IS DISCLAIMER

Date:

Buyer/Lessee Name and Address	Co-Buyer/Co-Lessee Name and Address	Seller/Lessor - Creditor Name and Address

Year	Make	Model	VIN

I understand that I am purchasing the above described vehicle AS IS. This means that the vehicle may be considered any of the following (check all that apply):

- ☐ inoperable or is a total loss
- ☐ custom built or modified for show purposes or racing
- ☐ sold for less than $4,000
- ☐ has more than 100,000 miles
- ☐ seven years or older

I acknowledge that 1) Seller/Lessor has provided me with this information prior to signing any purchase or financing documents; 2) Seller/Lessor has given me the opportunity to inspect the vehicle; and 3) Seller/Lessor has provided me with a Vehicle History Report.

I understand that the vehicle may have defects or malfunctions. The defects or malfunctions, so far as known to Seller/Lessor, are as follows:

_____

_____

_____

_____

I am aware of the three business day right to cancel if based on significant mechanical issue or issues which existed at the time of sale for an AS IS sale based upon price, mileage or age only. The following disclosure is required per W. Va. Code § 46A-6-107:

"AS IS"

THIS VEHICLE IS SOLD "AS IS". THIS MEANS THAT YOU WILL LOSE YOUR IMPLIED WARRANTIES. YOU WILL HAVE TO PAY FOR ANY REPAIRS NEEDED AFTER THE SALE. IF WE HAVE MADE ANY PROMISES TO YOU, THE LAW SAYS WE MUST KEEP OUR PROMISES EVEN IF WE SELL "AS IS". TO CANCEL THIS SALE BY THE END OF THE SELLER'S THIRD BUSINESS DAY FOLLOWING THE SALE IF THE VEHICLE HAS SIGNIFICANT MECHANICAL ISSUE THAT CAN BE REASONABLY EXPECTED TO HAVE EXISTED AT THE TIME OF THE SALE.

X _____ (Buyer Signs) (Date)

X _____ (Co-Buyer Signs) (Date)

1ST PROOF

LAW FORM NO. LAWWV-ASIS (Rev. 3/19)
© 2019 The Reynolds and Reynolds Company TO ORDER: www.rsysource.com; 1-800-344-0996; fax 1-800-531-9055
THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

WEST VIRGINIA MOTOR VEHICLE PURCHASE AGREEMENT

Recommended by West Virginia Automobile & Truck Dealers Association

Date:

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller Name and Address
Email: Phone: Cell:	Email: Phone: Cell:	Salesperson: Deal Number:

THIS BUYER'S ORDER IS ☐ NEW ☐ USED ☐ CAR ☐ TRUCK ☐ DEMO
FOR THE FOLLOWING ☐ PERSONAL, FAMILY OR HOUSEHOLD ☐ AGRICULTURAL ☐ BUSINESS
TO BE DELIVERED ON OR ABOUT _____

Year	Make	Model	Type	Trim	Color	Mileage	Stock #

TRADE IN RECORD 1

YR. MAKE MODEL TYPE

COLOR TRIM MILEAGE

VIN

TITLE NO. PLATE NO. EXP. DATE

OWNER LOAN #

LIENHOLDER PHONE

ADDRESS SPOKE WITH

AMOUNT GOOD TILL VERIFIED BY

TRADE IN RECORD 2

YR. MAKE MODEL TYPE

COLOR TRIM MILEAGE

VIN

TITLE NO. PLATE NO. EXP. DATE

OWNER LOAN #

LIENHOLDER PHONE

ADDRESS SPOKE WITH

AMOUNT GOOD TILL VERIFIED BY

COLLISION COVERAGE

NAME OF AGENT PHONE

ADDRESS

POLICY NUMBER COLLISION DEDUCTIBLE

INSURANCE CO. SPOKE WITH

EFFECTIVE DATE EXP. DATE VERIFIED BY

THIS AGREEMENT DOES NOT INCLUDE INSURANCE COVERAGE FOR BODILY INJURY AND/OR PROPERTY DAMAGE CAUSED TO OTHERS.

NEGATIVE EQUITY

Buyer is aware the balance owed on Buyer's trade-in(s) exceeds the trade-in allowance(s) offered by Seller. Accordingly, Buyer understands that _____ will be paid off on Buyer's behalf to _____ and this amount is included when computing the "balance due."

I certify that I took delivery of this vehicle on _____

Buyer's Initials: _____

TERMS OF PAYMENT OF BALANCE DUE:

☐ RETAIL INSTALLMENT SALE CONTRACT

LIENHOLDER _____

NO COOLING OFF PERIOD

Unless the box indicating the vehicle is sold "AS IS", is checked above, state law does not provide for a "cooling off" or cancellation period for this agreement. After you sign this agreement, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this agreement simply because you change your mind. This notice does not apply to home solicitation sales.

☐ If this box is checked, the following "AS IS" disclaimer applies to the vehicle. See the written list of defects and malfunctions, if any, provided to you by Seller.

VIN

Base Price of Vehicle	$		1
Additional Equipment (Options)			2
			3
			4
			5
			6
			7
			8
			9
			10
			11
Seller Installed Options			12
			13
			14
			15
			16
			17
			18
			19
Total Cash Price (1 thru 19)			20
Trade-In Allowance (#1) $			
Trade-In Allowance (#2) $			21
Less Total Trade-In Liens $			
Sub-Total (20 plus or minus 21)			22
Documentary Fee			23
			24
Total Taxable Amount (22 thru 24)			25
Plus Balance Owed $			26
			27
Sales Tax			28
Title Fee			29
Lien Fee			30
Transfer Fee			31
Additional Weight Fee			32
License Fee			33
Inspection Fee			34
Temporary Plate Fee			35
Other			36
			37
Total Taxes and Fees (28 thru 37)			38
			39
Mechanical Service Contract			40
Other			41
Total (26 plus 38 thru 41)			42
Deposit (Cash Downpayment)			43
Rebate			44
Other			45
Balance Due on Delivery (42 minus 43 thru 45)			46

"AS IS"

THIS VEHICLE IS SOLD "AS IS". THIS MEANS THAT YOU WILL LOSE YOUR IMPLIED WARRANTIES. YOU WILL HAVE TO PAY FOR ANY REPAIRS NEEDED AFTER THE SALE. IF WE HAVE MADE ANY PROMISES TO YOU, THE LAW SAYS WE MUST KEEP OUR PROMISES EVEN IF WE SELL "AS IS". TO CANCEL THIS SALE BY THE END OF THE SELLER'S THIRD BUSINESS DAY FOLLOWING THE SALE IF THE VEHICLE HAS SIGNIFICANT MECHANICAL ISSUE THAT CAN BE REASONABLY EXPECTED TO HAVE EXISTED AT THE TIME OF THE SALE.

X _____ (Buyer Signs) (Date) X _____ (Co-Buyer Signs) (Date)

For your protection, request a receipt for all payments you make.
This Agreement is not binding upon either Seller or Buyer until signed by an authorized Seller representative.
If Buyer is buying this Vehicle in a credit sale transaction evidenced by a retail installment sale contract, this Agreement is binding when the retail installment sale contract is signed, but will not remain binding if a third party finance source does not agree to purchase the retail installment sale contract executed by Buyer and Seller based on this Agreement on the terms as submitted. See paragraph 13 on the other side of this Agreement, which shall survive the termination of this agreement for any reason.
Buyer agrees that this Agreement includes all of the terms and conditions on all pages of this agreement hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises; together with any retail installment sale contract the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that Buyer has read and agrees to its terms and has received a true copy of this Agreement.

BUYER SIGNS X _____ **DATE** _____

CO-BUYER SIGNS X _____ **DATE** _____

MANAGER'S APPROVAL (Must Be Accepted By An Authorized Representative of the Seller)

X _____ **DATE** _____

SAMPLE

© 2019 The Reynolds and Reynolds Company TO ORDER: www.reyauto.com; 1-800-344-0998; fax 1-800-531-9055

THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

DISCLOSURE OF DAMAGE TO USED VEHICLE

Date:

Buyer/Lessee Name and Address	Co-Buyer/Co-Lessee Name and Address	Seller/Lessor - Creditor Name and Address

Year	Make	Model	VIN

I, the undersigned, hereby acknowledge that _____
Seller/Lessor

has disclosed that the above described vehicle has any defects or malfunctions.

The defects or malfunctions, so far as known to Seller/Lessor, are as follows:

THE ABOVE DISCLOSED DEFECTS OR MALFUNCTIONS ARE THE ONLY DEFECTS OR MALFUNCTIONS THAT ARE KNOWN TO SELLER/LESSOR.

2ND PROOF

Buyer/Lessee Signs X _____ Date _____

Co-Buyer/Co-Lessee Signs X _____ Date _____

Seller/Lessor Signs X _____ Date _____

© 2019 The Reynolds and Reynolds Company TO ORDER: www.reysource.com; 1-800-344-0996; fax 1-800-531-9055
THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

TRADE-IN VEHICLE APPRAISAL AND INSPECTION FORM

Recommended by West Virginia Automobile & Truck Dealers Association

OWNER'S NAME _____ CO-OWNER'S NAME _____

ADDRESS _____

TELEPHONE (H) _____ (W) _____ (CELL) _____

VIN ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

YEAR _____ MAKE _____ MODEL _____

BODY _____ COLOR _____

E-MAIL ADDRESS _____ SALESPERSON _____

PLEASE ANSWER, TO THE BEST OF YOUR KNOWLEDGE, THE FOLLOWING QUESTIONS:

1. When did you acquire this vehicle? _____
2. Where did you acquire this vehicle? _____
3. In what state is this vehicle titled? _____
4. Is this vehicle titled in the name listed above? Yes ☐ No ☐
5. Are you the original owner of this vehicle? Yes ☐ No ☐
6. Has this vehicle ever been titled or branded as a lemon buyback, non-repairable, salvage, junk or rebuilt vehicle? Yes ☐ No ☐
7. Has the airbag in this vehicle ever been deployed or disconnected? Yes ☐ No ☐
   If yes, was it repaired or reconnected? Yes ☐ No ☐
8. Has this vehicle been in an accident? Yes ☐ No ☐
   If yes, describe any damage in the remarks below.
9. Has this vehicle's odometer been repaired, replaced or disconnected? Yes ☐ No ☐
10. Are the emissions control equipment on this vehicle in good working order? Yes ☐ No ☐
11. Is this vehicle covered by a service contract or warranty? Yes ☐ No ☐
12. Did you purchase auto appearance, anti-theft or other products along with this vehicle? Yes ☐ No ☐

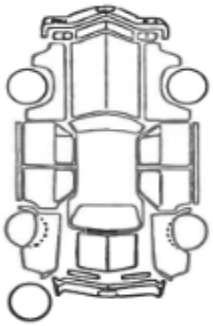
Odometer Reading _____ 5 Digit ☐ Actual ☐ 6 Digit ☐ Not Actual ☐

Customer Signature _____

DEALERSHIP EVALUATION OF OVERALL VEHICLE CONDITION AND OPTIONS

OPTION	EVALUATION
Body/Paint	
Glass	
Tires	
Trunk	
Engine	4cyl ☐ 6cyl ☐ 8cyl ☐ 12cyl ☐
Front End	
Rear End	
Frame	
Power Equip/Electrical	

NOTE ANY DAMAGE TO VEHICLE



OPTION	EVALUATION
Seat Belts	
Seats/Carpet	
Gas/Oil/Emissions	
Transmission	auto ☐ 3sp ☐ 4sp ☐ 5sp ☐ 3WD ☐ 4WD ☐
Exhaust System	
Brakes	
Navigation ☐	
Stereo	cassette ☐ cdplayer ☐ dvd ☐
Heat/Air	
Left Door Frame/Glove Box	
Sunroof ☐	Moon Roof ☐ Convertible ☐

REMARKS:

Overall Vehicle Condition: ☐ Clean ☐ Average ☐ Rough

Trade-In Allowance $ _____

Revised Trade-In Allowance $ _____

APPRAISED BY: _____ DATE: _____

LAW FORM NO. LAWWV-0301 REV 1/13
©2013 The Reynolds and Reynolds Company

Agreement to Mediate

Advantages:

- Less expensive than arbitration.
- Avoids lawsuits without notice.
- Mediations are successful.
- Helps Maintain or Rebuild Customer Relationships better.

Know Your Enemy

Time and Money invested in conflict are your true enemy.

TABLE 4: SUMMARY OF COSTS AND COMPENSATION BY SOURCE OF EXPOSURE ($ BILLIONS)

	Commercial/ Personal Liability
	[A]
Commercial Liability	246
Operating Liability	54
Professional Liability	22
Self-Insured	170
Personal Liability/Auto	4
Total	**250**

Sources and Notes:
[A]: Includes commercial liability and individual homeowners liability.
[B]: Sourced from SERFF physician and hospital rate filings.
[C]: Includes personal and commercial auto liability.
[D] = [A] + [B] + [C]

TABLE 6: SOURCE OF TORT COSTS ($ BILLIONS)

	Losses			LAE	Insurer Margin	
	Plaintiffs' Compensation	Plaintiffs' Legal Costs	Total Award	Defendants' Legal Costs	Cost of Risk Transfer	Total
	[1]	[2]	[3]	[4]	[5]	[6]
Commercial/ Personal Liability	**129**	**61**	**189**	**45**	**15**	**250**
Insured	34	16	51	12	14	76
Self-Insured	92	44	137	33	0	170

Costs and Compensation of the U.S. Tort System, U.S. Chamber-Institute for Legal Reform (2018)

Cost of Defense Information

Average attorney's fees to defend consumer lemon lawsuit: $30-40K

Average attorney's fees to defend employment lawsuit: $50-75k

Consumer Law Center guided rate discrimination defense attorney's fees through dispositive motions: $75k

Expert witness fees: Most charge $150 to $250 per hour.

https://robertkaplinsky.com/work/drug-money/

Fortune 200 Litigation Costs 2000-2008

Figure 3
Comparison of U.S. Outside & In-House
Average Total Litigation Costs
2000 - 2008

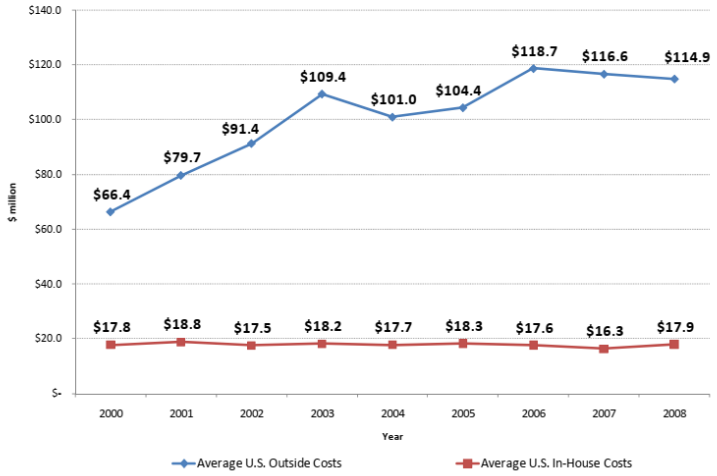
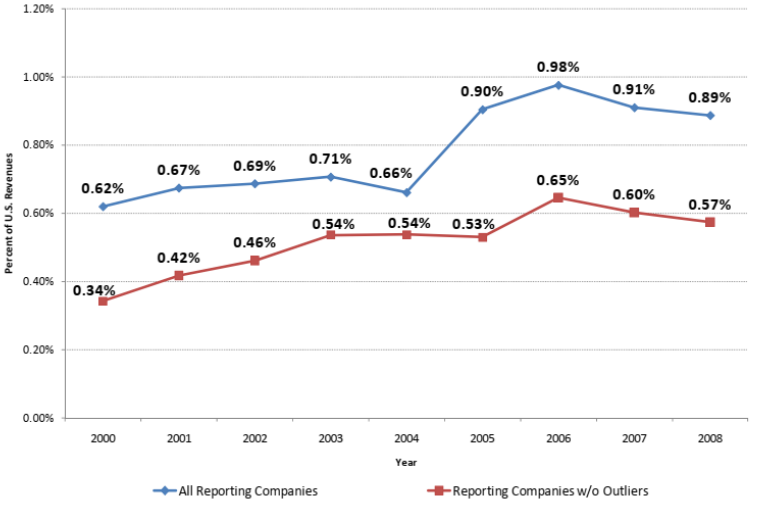


Figure 6
Average Total Litigation Costs as a Percent of U.S. Revenues
2000 - 2008



Litigation Cost Survey of Major Companies, Northwestern Law Searle Civil Justice Institute (2010)

Lessons Learned

1) Companies that get out of litigation early never spend much money on attorneys' fees or large judgements.

Lessons Learned

2) The longer the case goes on, the harder it will be to settle due to growing attorney's fees and depreciation.

Mandatory Pre-Suit Mediation

Pre-Suit Inspection and Mediation Requirement.

“I agree that before I file suit regarding the sale, service, use or condition of this vehicle, I will engage in a vehicle inspection followed by pre-suit mediation in the county where the Dealer is located.”

Pre-Suit Inspection and Mediation Requirement.

At any time that a claim is made, gather as much information as possible to fully investigate the customer's concerns:

* Ask for a complete list of all issues.

* Ask for documents and photos supporting the demand.

* Ask the customer if he/she has prepared a timeline or summary.

* Ask for records from any other repair facility.

Set Up the Inspection and Pre-Suit Mediation

*Point out to the Plaintiff's attorney that the contract requires a pre-suit inspection and mediation before any claim can go forward and propose a list of mediators.

Pre-Suit Inspection and Mediation Requirement.

* Consider using an expert at this preliminary inspection otherwise reserve the right to conduct a full inspection with an expert if settlement is unsuccessful.

* Attempt to have the Plaintiff compile a full list of complaints prior to the inspection.

*Take a full set of pictures/video to record the condition of the vehicle at the time of inspection.

Mediation

* Mediate the claim before the fees grow and work with your manufacturer (or dealer) to settle the claim.
* Don’t assume you know what the customer wants, ask him or her directly.

Jury Trial Waiver

<u>WAIVER OF JURY TRIAL.</u> I AGREE THAT ANY AND ALL LEGAL ACTIONS OF ANY KIND RELATING TO THE SALE, SERVICE, USE OR CONDITION OF THE PRODUCT WILL BE DECIDED BY A JUDGE, RATHER THAN A JURY.

Example: Jury Waiver

Don't Use:	**Instead Use:**
"I waive the right to a jury trial for any claim between you and me."	**"I waive the right to a jury trial for any claim involving the sale, service or repair of the Vehicle, including any claim against a manufacturer."**

Limit Remedies

Limit remedies as allowed by state law. Revocation, Rescission, Consequential/ Incidental Damages/Loss of Use.

Venue

“Venue for any claim of any kind relating to the sale, service, use or condition of this vehicle shall be exclusively brought in courts situated within the county where Dealer is located.”

AGREEMENT TO MEDIATION

Effective this date, this Mediation Agreement ("Agreement") is made between "Buyer(s)," and "Seller," and Seller's representative, assignee or agent. **BUYER(S) ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS ENTERED INTO VOLUNTARILY, AND WITHOUT COERCION, AND THAT NO PROMISES HAVE BEEN MADE OTHER THAN THAT CONTAINED WITHIN THIS AGREEMENT.**

I. MATTERS TO BE SUBMITTED TO MEDIATION: Except as set forth below, Buyer(s) agree that before I/We file suit regarding the sale, service, use or condition of this vehicle, **(Describe Motor Vehicle).** I/We agree to engage in a vehicle inspection at Dealer's place of business followed by pre-suit mediation in the County where the selling Dealer is located. Seller agrees that this Agreement applies to the manufacturer, component manufacturer, seller's employees, agents, representatives, contractors, or lender as if they were signatories to this Agreement and the absence of their signature does not negate the enforceability of this Agreement on their behalf.

If Buyer(s) defaults for any reason in Buyer's obligation to make payments relating to a loan or credit arrangement that Buyer(s) receives or makes in connection with the purchase and financing of the Motor Vehicle, Buyer's lender and/or Seller is permitted to exercise all rights otherwise available to them in the loan agreements with Buyer(s) under the law (including foreclosure and repossession of the motor vehicle) without having to pursue mediation.

II. PROCEDURE FOR MEDIATION: Any party may demand, in writing, inspection and mediation. This demand shall include a brief statement of the matter in controversy and a list of any complaints about the motor vehicle, and may include the name of a proposed mediator. The demand shall be provided in accordance with the "Notice" provision below.

A. Within ten (10) business days of the receipt of a demand for mediation, Buyer and Seller shall communicate and attempt to agree to the selection of a mediator. If a mediator can not be agreed upon at that time, each party agrees to select a proposed mediator, and those proposed mediators will then agree upon a mediator.

B. Unless otherwise agreed upon by Buyer and Seller, the mediation shall take place within twenty (20) working days of the receipt of the demand for mediation by the requested party, and within ten (10) working days notice to the Buyer and Seller.

C. Unless otherwise agreed, the mediation shall take place in the County of dealer's location.

D. All parties to the mediation, except for the Buyer(s), shall share equally the cost of the mediator.

III. GOVERNING LAW: It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of West Virginia.

IV. NOTICES: Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail. It shall be the responsibility of each party to notify the other parties in the event their address as stated below changes.

YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AS SIGNED BY YOU. YOU MAY WISH TO RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

_____ _____

Buyer Date

_____

Address

_____ _____

Buyer Date

_____

Address

_____ _____

Seller Date

_____

Address