

VILLAGE OF GEORGETOWN, OHIO

RESOLUTION NO. 1316

RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH BYERS CHEVROLET FOR THE PURCHASE OF A SERVICE TRUCK FOR USE BY THE VILLAGE OF GEORGETOWN

WHEREAS, The Village of Georgetown, Ohio (the "Village") seeks to purchase a commercial truck to be used by the Village for various projects.

NOW THEREFORE BE IT RESOLVED by the Council of the Village of Georgetown, Brown County, Ohio, a majority or more of all members thereof concurring as follows:

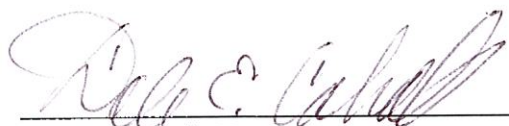
SECTION 1: The Council of the Village of Georgetown authorizes the Village Administrator to enter into an agreement with Byers Chevrolet in the amount of \$59,672.00 for the purchase of a 2022 Chevy Silverado LT 3500 4x4 Double Cab 8' Service Body Truck (the "Agreement"). A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

SECTION 2. The Village Administrator is authorized to execute any and all other documents consistent with and in furtherance of the proposed Agreement.

SECTION 3: That this Council hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Resolution shall take effect at the earliest period allowed by law.

Passed and adopted at a legally convened meeting of Council held on the 8th day of September, 2022.



Dale E. Cahall, Mayor

Attest:



Brian Faught, Clerk of Council

RETAIL BUYER'S ORDER



BYERS CHEVROLET, LLC.
5887 N Meadows Dr
Grove City, OH 43123
(614)782-2700

CUST. NO.
FINANCE SOURCE N/A
DEAL NO.

DATE 09/06/22
PURCHASER'S NAME VILLAGE OF GEORGETOWN E-MAIL ADDRESS natalie.newberry@georgeto
STREET ADDRESS 301 SOUTH MAIN STREET PHONE (837)378-6395

CITY GEORGETOWN COUNTY BROWN STATE OH ZIP 45121 SALESPERSON JACK STUMPH

ENTER MY ORDER FOR ONE NEW USED CAR TRUCK PRIOR USE DISCLOSURE: DEMONSTRATOR FACTORY OFFICIAL RENTAL VEHICLE AS FOLLOWS:

YEAR	MAKE	MODEL	BOOY TYPE	COLOR	TRIM
2022	CHEVROLET	SILVERADO 3500	4WD DOUBLE	SUMMIT WHITE	JET BLACK
VIN: 1GB5YTE74NF290872			TO BE DELIVERED ON OR ABOUT	09/06/22	STOCK NO. C223142
PRICE OF VEHICLE	\$ 59,637.00				
OTHER GOODS & SERVICES	N/A				
N/A	N/A				
N/A	N/A				
N/A	N/A				
N/A	N/A				
N/A	N/A				
N/A	N/A				
N/A	N/A				
N/A	N/A				
DOCUMENTARY FEE	N/A				
TAXABLE PRICE	59,637.00				
LESS: TRADE-IN ALLOWANCE(S)	N/A				
TAX BASE \$	N/A				
SALES TAX	N/A				
N/A	N/A				
Reg Transfer Fee	N/A				
TITLE FEE	15.00				
REGISTRATION FEE	20.00				
CREDIT LIFE AND DISABILITY	0.00				
PLUS: PAYOFF ON TRADE VEHICLE(S)	N/A				
TOTAL DUE	\$ 59,672.00				
LESS: INITIAL PAYMENT/CASH DOWN	0.00				
LESS: REBATE/FACILITY INCENTIVE	N/A				
OTHER	N/A				
BALANCE DUE	\$ 59,672.00				

NEGATIVE EQUITY DISCLOSURE & CONSENT:
I am aware that the balance owed on my trade-in vehicle(s) or the amount owed on my lease turn in vehicle(s) exceeds the trade in allowance(s) from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ N/A (known as negative equity).
INITIALS: _____

SEE VEHICLE DELIVERY REPORT ATTACHED
 SEE USED VEHICLE LIMITED WARRANTY ATTACHED
 LIMITED RIGHT TO CANCEL APPLIES: If you have entered into a Spot Delivery Agreement Limited Right to Cancel, the sale of the Vehicle is conditioned on final approval of financing by, or assignment of the Retail Installment Sale Contract to a lender. If final financing approval is not obtained and/or the Contract cannot be assigned, you or the Dealer may cancel the Contract in accordance with this Agreement, the Spot Delivery Agreement Limited Right to Cancel, and the Retail Installment Sale Contract. SEE ATTACHED DOCUMENT FOR IMPORTANT DETAILS.
 DEPOSIT RECEIPT: PARTIAL PAYMENT Dealer hereby acknowledges receipt of the sum of \$ 0.00 as a deposit or partial payment for the vehicle described above. If this receipt is for a deposit, Dealer will retain from selling the described vehicle for 1 day.
 IS IS NOT REFUNDABLE, subject to the conditions on the reverse side and the following.

Customer Signature: _____

REMARKS
Please see Conditional Delivery Agreement Attached and Paragraph 12 on the reverse side.
Please see Delivery Confirmation Attached.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRADICTORY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

ARBITRATION AGREEMENT

- PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS
- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
 - IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
 - DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

In this Arbitration Agreement, "you" refers to the buyer(s)/lessee(s) signing below. "We," "us," and "our" refer to the Dealer signing below and anyone to whom the Dealer assigns this Arbitration Agreement.
Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Agreement and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase, lease, or condition of the vehicle, any retail installment sale contract or lease agreement, or any resulting transaction or relationship (including any such relationship with third parties who do not sign your purchase, lease agreement, or financing contract) shall, at your election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Agreement shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to a class action. We may choose the American Arbitration Association (www.adr.com) or National Arbitration and Mediation (www.naradr.com) as the arbitration organization to conduct the arbitration. Subject to our approval, you may select a different arbitration organization. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Dealer is a party to the claim or dispute, in which case the hearing will be held in the federal district where this transaction was originated. You and we will pay the filing, administration, service, or case management fees and the arbitrator/hearing fee in accordance with the rules and procedures of the chosen arbitration organization. If the rules of the chosen arbitration organization do not specify how fees must be allocated, we will pay the filing, administration, service or case management fee and the arbitrator or hearing fee up to a maximum of \$2,500, unless the law requires us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Agreement, then the provisions of this Arbitration Agreement shall control. Any arbitration under this Arbitration Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Agreement shall survive the cancellation, termination, payoff or transfer of any retail installment sale contract or lease agreement, and any related credit, vehicle sale, or lease documents. If any part of this Arbitration Agreement, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Agreement shall be unenforceable. This Arbitration Agreement is part of any retail installment sale contract or lease agreement you sign and any related credit, vehicle sale, or lease documents.

JURY WAIVER: THE PURCHASER AND DEALER WAIVE AND RENOUNCE THE RIGHT UNDER FEDERAL AND STATE LAW TO A TRIAL BY JURY FOR ANY CLAIM.
GOVERNING LAW, THE TERMS, AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO.

The front and back of this Agreement, the finance document, if one was signed by the customer, and any documents incorporated herein comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I have read the terms and conditions printed on the back hereof and agree to them as a part of this Agreement the same as if it were printed above my signature. I certify that I am at least 18 years old, and hereby acknowledge receipt of a copy of this Agreement. THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR ITS AUTHORIZED REPRESENTATIVE.

BUYER SIGNS X _____ DATE 09/06/22
CO-BUYER SIGNS X _____ DATE 09/06/22
Dealer or Authorized Representative (Must Be Accepted By An Authorized Representative of the Dealer)
X _____ DATE 09/06/22

ADDITIONAL TERMS AND CONDITIONS

1. **DEFINITIONS.** As used in this Agreement the terms (A) "Dealer" shall mean the person or company to whom this Agreement is addressed and who shall become a party to this Agreement by its acceptance (B) "Purchaser" shall mean the party initiating this Agreement as stated on the face of the Agreement (C) "Manufacturer" shall mean the corporation that manufactured the vehicle or chassis, it being understood by the Purchaser and Dealer that the Dealer is in no respect the agent of the Manufacturer. The Dealer and Purchaser are the sole parties to this Agreement and any reference to the Manufacturer is for the purpose of explaining generally certain contractual relationships existing between the Dealer and Manufacturer (D) "Document" and "Agreement" shall mean this Retail Buyer's Order plus any other writing relative in any way to the purchase transaction noted on the face of this Retail Buyer's Order.
2. **PRICE CHANGES.** In the event the Manufacturer shall notify the Dealer of a change in price for new motor vehicles of the same style and type as the vehicle ordered by this Agreement, and prior to delivery of the vehicle ordered by Purchaser, the Dealer shall have the right to adjust the cash price of the vehicle ordered, only in the amount of the increase. In the event of any such change in the cash price, the Purchaser shall have the option of concluding the purchase at the adjusted price or canceling this Agreement. Should the Purchaser elect to cancel this Agreement, the Dealer will refund to the Purchaser all amounts previously paid, and if the Purchaser has delivered to the Dealer a trade-in vehicle as all or part of the payment required, the Dealer shall redeliver the trade-in vehicle to the Purchaser. If Dealer has already sold the trade-in vehicle, the Dealer may refund to the Purchaser the proceeds of the sale less any reasonable expenses incurred in connection with preparing or reconditioning the trade-in vehicle for sale and the Balance paid on Purchaser's behalf to a Lienholder. If the net proceeds of the sale of the trade-in is negative then Purchaser shall be obligated to Dealer for that amount. If the vehicle was a lease turn-in and Dealer has already paid the Balance owed, Purchaser shall pay to Dealer the amount paid on Purchaser's behalf.
3. **MANUFACTURER'S DESIGN CHANGES.** In the event the Manufacturer shall change or modify the design of or any part or accessory of the new motor vehicle after the Purchaser's order for the new vehicle has been entered by the Dealer, the Purchaser shall have no claim or right against the Dealer should the Purchaser's new vehicle not contain such changes or modifications, nor shall the Dealer be required to effect such changes or modifications to the Purchaser's new vehicle.
4. **YOUR REPRESENTATIONS AND WARRANTIES.** You represent, warrant and affirm to us that (a) You are not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You confirm that we are relying on this representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if we suffer any loss or harm as a result of your breach of this provision, you agree to indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Deposit/Partial Payment and any amounts due to us have been paid in full, any check given to us will be honored by your Bank, and that no part of the Deposit/Partial Payment has been loaned to you by us or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; (d) you are who you have represented yourself to be and you have purchased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to us.
5. **REMEDIES UPON RIGHTFUL CANCELLATION.** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or canceled (with full refund of any Deposit/Partial Payment) if the Vehicle is not delivered to you as specified on the front side of this Agreement or pursuant to Paragraphs 2, 8, or 12. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Payoff on the Trade-In Vehicle if we have paid the Payoff to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Partial Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Partial Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Partial Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.
6. **YOUR REPRESENTATIONS REGARDING THE TRADE-IN VEHICLE.** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a salvage, junk, rebuilt, total loss, flood, or lemon buyback vehicle; that you have the right to sell or otherwise convey such Trade-In Vehicle; that such Trade-In Vehicle is free and clear of liens or encumbrances, except as may be noted on the front side of this Agreement; that all air pollution control equipment is on the Trade-In Vehicle and appears properly connected and undamaged; and, unless you have told us otherwise, that you have not removed equipment from the Trade-In Vehicle subsequent to our appraisal and that the odometer reading shown is accurate.
7. **TRADE-IN VEHICLE PAYOFF.** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Payoff on the Trade-In Vehicle is greater than the amount of the Payoff as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Payoff is less than the amount listed, we will pay or credit the difference to you.
8. **OUR APPRAISAL OF YOUR TRADE-IN VEHICLE.** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased from us, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. The reappraised amount shall be the amount allowed for the Trade-In Vehicle in this transaction. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Partial Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
9. **PURCHASER'S DEFAULT AND DEALERSHIP'S REMEDIES.** In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised on the front of this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including: (1) cancel this Retail Purchase Agreement; (2) repossess the Vehicle without notice (if permitted by law); (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) in the event that you have delivered a Trade-In Vehicle as part of the consideration of your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Payoff on the Trade-In Vehicle if we have paid the Payoff to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph 9 shall be in addition to, and not in lieu of, any other remedies available under the Retail Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.
10. **OTHER PRODUCTS AND LENDING SOURCES.** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Unpaid Balance Due under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the Lender.
11. **DEALER ASSISTED FINANCING.** If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender. We do not make any representations or warranties regarding whether you obtained the best rate or could have obtained a better rate from us or a third party.
12. **CONDITIONAL DELIVERY AGREEMENT.** If you have entered into a Conditional Delivery Agreement, the sale of the Vehicle is conditioned on final approval of financing by, or assignment of the Retail Installment Sale Contract to a lender. If final financing approval is not obtained and/or the Retail Installment Sale Contract cannot be assigned, the purchase and Retail Installment Sale Contract may be cancelled in accordance with the Conditional Delivery Agreement which is incorporated into and part of this Agreement and the Retail Installment Sale Contract.
13. **CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)** The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. SPANISH TRANSLATION: Guía para compradores de vehículos usados. La información que ves en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.
14. **GOVERNING LAW.** THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION) OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO.
15. **LIMIT ON DAMAGES.** TO THE EXTENT PERMITTED BY OHIO LAW, PURCHASER EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
16. **ENTIRE AGREEMENT AND SIGNING OTHER DOCUMENTS.** The front and back of this Agreement and any documents which are part of this transaction or incorporated herein comprise the entire Agreement affecting this transaction. No other Agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.
17. **SALES DOCUMENTS SURVIVE THE RETAIL INSTALLMENT SALE CONTRACT.** If you and we enter into a Retail Installment Sale Contract (RISC) relating to the financed purchase of this Vehicle, you acknowledge that you signed many documents and other agreements in connection with the sale, which may have included (but are not limited to) a conditional delivery/limited right to cancel/initial/spot delivery agreement, arbitration agreement, odometer statement, insurance related documents, credit application, title application, power of attorney, trade-in documents, service contracts, and debt cancellation or payment agreements (all of which are collectively referred to as "Sales Documents"). Notwithstanding any provision in the RISC the parties agree that: a) the RISC and the Sales Documents are part of one transaction for Purchaser's acquisition of the Vehicle and are intended to be read together; b) that the Sales Documents are not superseded by the RISC; c) certain aspects of Purchaser's acquisition of the Vehicle are addressed by the Sales Documents and not the RISC; d) to the extent of any conflict between the Sales Documents and the RISC, other than as to Truth in Lending disclosures and Purchaser's repayment obligations, the Sales Documents control as to the Dealership and the customer; e) while all Truth in Lending disclosures are contained in the RISC, the Sales Documents may contain conditions (precondition or subsequent) that may trigger the termination of this RISC; and f) the execution of the RISC and/or termination of the RISC as a result of the failure of any such condition, or as otherwise may be provided in writing and signed by the parties, does not nullify the Sales Documents.