

# Conditional Delivery Agreement

Seller Name and Address  
RV Club USA, LLC  
13591 N Main St.  
Jacksonville, Florida 32218

Buyer(s) Name(s) and Address(es)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VIN: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Refer to the attached addendum for Additional Buyers

## Agreement

Definitions. "Contract" refers to the Retail Installment Contract and Security Agreement that is being signed along with this Conditional Delivery Agreement. "Buyer" refers to all Buyers signing the Contract, jointly and individually. "Vehicle" means the motor vehicle described in the Contract.

## Conditional Delivery

Conditional Delivery Agreement. Buyer and Seller have signed Contract, the original or a copy of which is attached. Notwithstanding anything in the Contract to the contrary, by signing this Conditional Delivery Agreement, Buyer and Seller agree that the Contract will not be binding and effective unless and until, pursuant to an agreement satisfactory to Seller between Seller and a creditor of Seller's choosing ("Creditor"), a Creditor accepts assignment of all Seller's rights and obligations under the Contract without modification ("Complete Acceptance") by \_\_\_\_\_ ("Deadline").

If Buyer receives possession of the Vehicle before the provisions of the Contract become binding and effective, Buyer and Seller agree to the following.

Buyer agrees to return the Vehicle to Seller in the same condition as Buyer received it, ordinary wear and tear excepted, within \_\_\_ days after a telephone, e-mail, or in-person notice is given by Seller to Buyer that the Deadline passed without a Complete Acceptance by a Creditor and that Buyer must therefore return the Vehicle within such period. If Buyer is more than one person, notice to any one of such persons is notice to all of them.

Seller agrees that if Buyer is required thus to return the Vehicle to Seller, and Buyer does so, Seller will promptly return to Buyer any vehicle received from Buyer as a trade-in in the same condition as Seller received it and any payments, fees, deposits, or other things of value received from Buyer under or in connection with the Contract.

Buyer agrees that if Buyer is required thus to return the Vehicle to Seller, and Buyer fails to do so, (1) Seller may repossess the Vehicle by legal process or self help, but in doing so Seller cannot breach the peace or unlawfully enter Buyer's premises; (2) Buyer will be liable to Seller for all damages resulting from such failure, including, but not limited to, the cost of any repairs to the Vehicle necessary to return it to the condition it was in when Buyer received it, ordinary wear and tear excepted, and reasonable attorneys' fees and costs to the extent permitted by law; and (3) Seller will be entitled to dispose of the vehicle received from Buyer as a trade-in in any reasonable manner and to keep the proceeds of such disposition and any payments, fees, deposits, or other things of value received from Buyer under or in connection with the Contract as needed to satisfy any of Buyer's liabilities to Seller and to defray any losses incurred by Seller as a result of such failure or as a result of Buyer's possession of the Vehicle or its use prior to its return to Seller.

Buyer agrees that Buyer will be liable to Seller for any liability that Seller may incur to others as a result of Buyer's possession of the Vehicle or its use prior to its return to Seller, including reasonable attorneys' fees and costs to the extent permitted by law.

## Signatures

By signing below, Buyer and Seller agree to the terms of this Conditional Delivery Agreement. Buyer received a copy of this Conditional Delivery Agreement and had a chance to read and review it before Buyer signed it.

\_\_\_\_\_  
Buyer's Name

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Co-Buyer's Name

\_\_\_\_\_  
Co-Buyer's Signature

\_\_\_\_\_  
Seller's Name

\_\_\_\_\_  
Seller's Signature