



## MUNICIPAL DEVELOPMENT DISTRICT BOARD OF DIRECTORS MEETING

102 E. Chihuahua St., La Vernia, Texas 78121 November 14, 2024 5:30 PM

## **AGENDA**

- 1. Call to Order and Declare a Quorum
- 2. Invocation, Pledge of Allegiance and Pledge of Texas Flag
- 3. Public Comments
- 4. Consent Agenda

(All consent agenda items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a board member requests an item be removed and considered separately.)

A. Meeting Minutes from the 10-10-24 MDD Meeting

## 5. Discussion Only

- A. Discuss and provide update regarding the TxDot side walk project
- B. Discuss and provide updates regarding Christmas in the park
- C. Discuss and provide an update regarding the Pink Friday event
- D. Discuss and provide an update regarding the result of the Hometown Hoedown

### 6. Discussion/Action

A. Discussion surrounding the purchase of a City admin vehicle

## 7. Future Agenda Items

- A. Discuss three year plan
- 8. Adjourn

The Board of the La Vernia Municipal Development District reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act, Texas Government Code 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberation about Security Devices), and 551.087 (Economic Development), and any other provision under Texas law that permits a governmental body to discuss a matter in a closed executive session.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named La Vernia Municipal Development Board is a true and correct copy of

said Notice on the bulletin boards, of the convenient and readily accessible to the convenient.	•	•	
on <b>Nov 8th, 2024 at 5:00 PM</b> and rem	'	•	•
proceeding the scheduled time of said med	eting.		
Felicia Carvajal, Executive Director			

## City of La Vernia

Section 4. Item A.



## MUNICIPAL DEVELOPMENT DISTRICT BURNEY OF DIRECTORS MEETING

102 E. Chihuahua St., La Vernia, Texas 78121 October 10, 2024 5:30 PM

## **MINUTES**

## 1. Call to Order and Declare a Quorum

The meeting was called to order @5:30PM

MDD members Recker, Farmer, Hyland, Oates were present. Gilbert was absent.

## 2. Invocation, Pledge of Allegiance and Pledge of Texas Flag

Dianell Recker lead the prayer, as well as the pledge.

### 3. Public Comments

There were no public comments.

Gilbert arrived @5:31PM

## 4. Consent Agenda

(All consent agenda items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a board member requests an item be removed and considered separately.)

A. Meeting Minutes from the 09-19-24 Joint MDD and City Council Meeting Motion made by Oates, Seconded by Farmer to approve consent as listed.

### 5. Presentations

Felicia Presentation on Scenic City
 MDD Executive Director Felicia Carvajal gave a presentation on Scenic City as gold certification.

### 6. Discussion/Action

A. Discuss and consider action on Youth Empowerment Fund Program Application Today's Youth Tomorrow's Future

Amber Richter gave a presentation regarding a request for donations from the Youth Empowerment Fund Program for her application titled Today's Youth Tomorrow's Future.

MDD Executive Director Felicia Carvajal suggests that the MDD purchase canopies and then loan them out along with our tables and chairs.

No motion was made, the Council stated the City will buy canopies and loan Amber the City park free of charge as of now - in the future, Amber may request additional funding pending providing further details.

Once canopies are purchased, we will add to the fee schedule.

The board encouraged Amber to consider partnering with Wayne for market days.

- B. Discuss and consider action on Buffalo Joes Façade grant application Motion made by Gilbert for \$5,000, seconded by Farmer, all in favor to approve.
- C. Discuss and consider action on The Flower Haus Floral Boutique Façade Grant application

Motion made by Gilbert for \$5,000, seconded by Oates, all in favor to approve.

## 7. Discussion/Action

- A. Discuss Well 7 update
  - City Administrator Lindsey Wheeler gave presentation on Well 7. Should be done by 10/11/2024, will cost just over \$34,000.
- B. Discuss upcoming Holidays, Halloween, as well as the Hoe Down MDD Executive Director Felicia Carvajal gave a presentation. Halloween movie night will have dance performances and popcorn with the Girl Scouts, along with 11 businesses for Trunk or Treat.

For our Hoe Down, we have lights confirmed, a band confirmed, 14 food trucks applied, and a photo booth still needed. We also need pumpkins, and we have reached out to HEB to donate them.

This year's Christmas theme will be gingerbread. As of now, we have 20 applicants for the parade. We are getting with Wayne (our handyman) to make PVC arches.

## 8. Future Agenda Items

Will discuss Christmas at the park, 3 year plan, as well sidewalk program.

## 9. Adjourn

Motion made by Oates, Seconded by Gilbert to adjourn @6:07PM, all in favor.

The Board of the La Vernia Municipal Development District reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act, Texas Government Code 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberation about Security Devices), and 551.087 (Economic Development), and any other provision under Texas law that permits a governmental body to discuss a matter in a closed executive session.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named La Vernia Municipal Development Board is a true and correct copy of said Notice on the bulletin boards, of the City Hall of said City of La Vernia, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on <a href="OCTOBER 07,2024 at 5:00 PM">OCTOBER 07,2024 at 5:00 PM</a> and remained so posted continuously for at least 72 Hours proceeding the scheduled time of said meeting.

Felicia Carvajal, Executive Director

Section 5, Item A.

## SIDEWALK PROJECT UPDATE

Progress continues on Silverado and Warren Streets, with completion expected within the next week. However, sidewalk bridges are delayed due to supply issues. Meanwhile, work has begun on FM 1346 and San Antonio Road. The sidewalk on FM 1346, from Alexandria to just beyond the Intermediate School, is complete. This week (November 11-15), the contractor plans to start work on the school driveways, pending final coordination with the schools.











## EVENTS SCHEDULED

Christmas Parade!

December 7th

31st Annual Spirit of Christmas Tree
Lighting and Celebration

Light Up La Vernia Christmas Light
Contest! Judging on 12.10

La Vernia Gives Back November 18th -13th

**Christmas Toy Drive** 

Sleeping Bag Drive

**Country Care Manor Drive** 



# LETS GET INTO THE DETAILS OF EACH EVENT!





## PARADE GOALS AND NEEDS

Let's aim to double our parade entries this year!

Our goal is to reach 40 entries for an unforgettable parade experience. We're inviting all local businesses, families, and community members to join the fun. Please spread the word and encourage participation!

■ Special Invite for Council, MDD, and P&Z: We'd love for you to participate with your families—consider joining in on this exciting community event!



## PARK CELEBRATION

EVENT BEGINS RIGHT AFTER THE PARADE!
PARK WILL BE OPEN TILL 10 PM

## **KEY POINTS**

- FREE SANTA PHOTOS.
- SNOW SLIDES
- 1,200 COOKIES TO DECORATE FROM H-E-B
- FOOD VENDORS & TRUCKS
- FREE HOT COCO FROM THE SHED UNTIL
   THEY RUN OUT
- 5D TAVERN WILL BE SERVING ALCOHOLIC AND NON-ALCOHOLIC BEVERAGES
- LIVE MUSIC PERFOMANCE AND DANCE PERFORMANCE
- KIDS TRAIN AROUND THE PARK

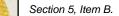




## TO DOS:

- HAY FOR SNOW SLEDS TO SLOW KIDS DOWN
- LET'S PUT UP TREE AS SOON AS WE CAN
- WE REACHED OUT TO ALL COFFEE SHOPS LOCAL TO LA VERNIA ASKING TO DONATE HOT CHOCLATE... THE SHED IS GOING TO DONATE A FEW CASES.







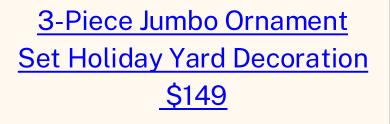
## IDEA FROM HOME DEPOT!

THIS YEAR, WE'RE LOOKING TO MAKE OUR CHRISTMAS IN THE PARK EVENT BRIGHTER AND MORE FESTIVE THAN EVER!

TO ADD SOMETHING NEW AND SPECIAL, WE PLAN TO PURCHASE HOLIDAY DECOR FROM HOME DEPOT TO

ENHANCE THE PARK'S AMBIANCE.

9.5 ft. Icicle Shimmer
Giant-Sized Twinkling
LED Red Bow Archway
Holiday Yard Decoration
\$249



3-Piece Yuletide
Lane LED Gift
Boxes Holiday
Yard Decoration
\$59

8.5 ft. LED Iridescent
Ornament Holiday Yard
Decoration
Print \$200



## LIGHT UP LA VERNIA CHRISTMAS LIGHT CONTEST!

At present, we have five participants.

We definitely need more, as signups typically increase closer to Thanksgiving.

We will keep promoting it actively.

Last year, we received an incredible number of entries, and we anticipate this year will be just as fantastic!

PRIZES! We will give winners of each category a yard signs once again!



## Themes

- Gingerbread House
   Theme
- Santa and the North Pole
- La Vernia Bears (Blue Christmas)
- Whoville Christmas
- FarmhouseChristmas

## LA VERNIA GIVES BACK NOVEMBER 18TH -13TH



CHRISTMAS
TOY DRIVE



SLEEPING BAG DRIVE



COUNTRY CARE
MANOR DRIVE
TABLE TOP FANS AND
WALL CLOCKS









Section 5. Item C.

## La Vernia Boutique Hop Pink Friday Celebration

## OVERVIEW

An after-hours shopping experience where the MDD will transport shoppers to local boutiques and shops participating in Pink Friday. Shoppers will receive welcome goodie bags at the bus and enjoy an evening of shopping and fun with their friends. All participating boutiques and stores will extend their hours and be open to the general public during the event.

### **TRANSPORTATION**

- La Vernia MDD will book a bus or shuttle service for transporting shoppers.
- Coordinate pick-up and drop-off locations for smooth transitions between stops.
- We will be using the Recker's Van
- ART Bus 20 Passenger Vechile

### **PARTICIPATING BOUTIQUES**

- Be Beautiful Boutique & MAC Medspa
- Dumpster Picking Divas
- Jamie Lynn Home
- Madison Layne Boutique
- Backstreet Kustoms
- Wild Cye
- Southern Traditions Interiors
- IV Home and Outdoor
- Love Story Boutique
- Sweet Southern Soul Boutique
- Howdy House Kids

### **GOODIE BAGS**

- Bags (branded with the event logo if possible).
- Event itinerary and map of participating boutiques.
- Coupons or exclusive offers from boutiques.
- Small gifts from local businesses (e.g., candles, keychains, etc.).
- Water bottles or snacks for shoppers.

## EVENT INFO



November 22nd, 2024



6:00 PM - 10:00 PM



Participating Boutiques



Hosted by La Vernia MDD

## PHOTOGRAPHY & SOCIAL MEDIA

- Arrange for a photographer to capture moments throughout the night.
- Encourage shoppers to take photos and tag the event on social media.
- Consider a photo backdrop at one of the boutiques for fun photo opportunities.
- Create fun photo stations at each boutique with festive backdrops (e.g., Christmas trees, Pink Friday themes, or holiday props). Encourage shoppers to take photos and share them on social media with an event hashtag (e.g., #PinkFridayLV, #LVBoutiqueHop) to participate in a social media contest for a prize, such as a boutique gift card.

Section 5. Item C.

## La Vernia Boutique Hop Pink Friday Celebration

## SCHEDULE BUS 1 10 PASSENGERS

5:30 PM -6:00 PM MEET AT LV PARK

6:00 PM BUSES LEAVE!

6:05-6:35 PM STOP #1- BE BEAUTIFUL

6:40 PM -7:10 PM STOP #2-SWEET SOUTHERN SOUL & HOWDY HOUSE

7:15PM -7:40PM STOP #3- JAMIE LYNN

7:45PM -8:15PM STOP #4- LOVE STORY

8:20PM -8:50PM STOP #5-LV HOME & OUTDOOR

8:55PM -9:25PM STOP #6-DUMPSTER PICKING DIVAS

9:30PM -9:55PM STOP #7-MADISON LAYNE

9:55 PM -10:00 PM PARK

## SCHEDULE BUS 2 20 PASSENGERS

5:30 PM -6:00 PM MEET AT LV PARK

6:00 PM BUSES LEAVE!

6:05-6:35 PM STOP #1- LOVE STORY

6:40 PM -7:10 PM STOP #2-LV HOME & OUTDOOR

7:15PM -7:40PM STOP #3- DUMPSTER PICKING DIVAS

7:45PM -8:15PM STOP #4- MADISON LAYNE

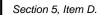
8:20PM -8:50PM STOP #5- SWEET SOUTHERN SOUL & HOWDY HOUSE KIDS

8:55PM -9:25PM STOP #6-BE BEAUTIFUL BOUTIQUE

9:30PM -9:55PM STOP #7-JAMIE LYNN

9:55 PM -10:00 PM PARK







FREE ADMISSION SATURDAY NOV. 9TH

A TRIBUTE TO 90'S
COUNTRY STRAIGHT

EVENT BEGINS 7:00 PM MUSIC BEGINS 8:00 PM



FOOD DRIVE

(LA VERNIA CHRISTIAN FOOD PANTRY)



FOOD TRUCKS

STOCKEN!

5D TAVERN

LAWN CHAIRS MELGOWE

CHIHUAHUA ST. BLOCK PARTY









## LINEBARGER

**ATTORNEYS AT LAW** 



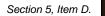














# Vendons



GB LEATHER CRAFTS

11 J U L E S

ALL THAT BLING BOUTIQUE
BIG MAMA SASSY BOUTIQUE
BOHO BLOOMS BOUTIQUE
DOWN HOME DESIGN CO.
FUNSTUFF JEWELRY
HEART, MIND, & SOUL BY SAVANAH
RECYCLED MEMORIES
RESILIENCE APPAREL

WOOD VALLEY BEES
TROUNCE FITNESS APPAREL
SASSY HEIFER TRADE CO
STITCHED BY MARIA
SURTIERRA TEQUILA
THAT SOUTHERN DRAW
THE CRIMSON APPLE
FOUNDATION PLUMPING
FOOD PANTRY
HOPE CHURCH
RENEWAL BY ANDERSEN



# Food Vendons



5d travelin tavern **Elotes Alma Double t Bbq Que Suave Ice Cream Dominos** kiltedcottoncandy **Nickel BBQ** AJ's Snack Shack **Elenitas Mexican Food** Little Felix's Tex-Mex and More Casey B's



# Placen ai 2024

Metrics

Property:

hoedown / Chihuahua Street,...

Visits

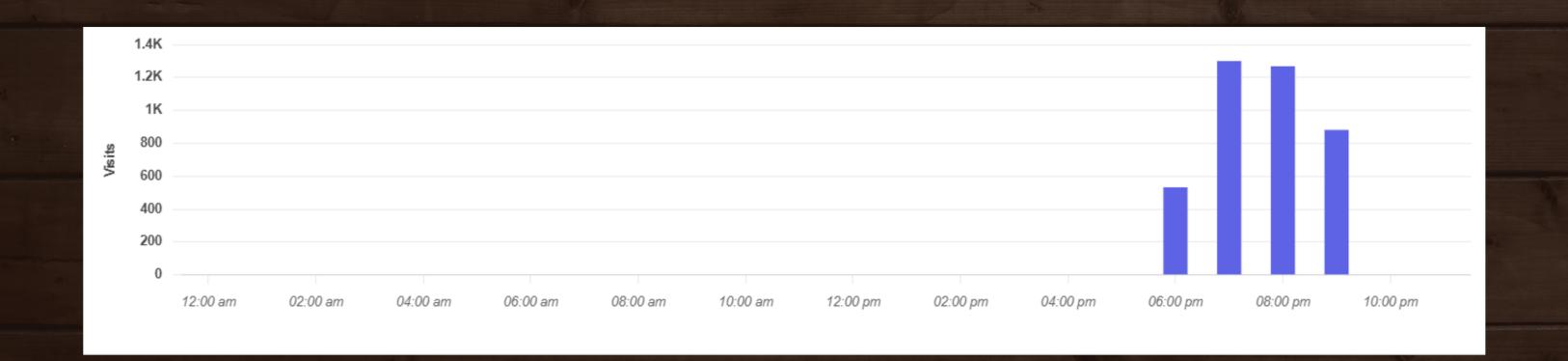
1.3K

Avg. Dwell Time





63 min



Visitors home area!

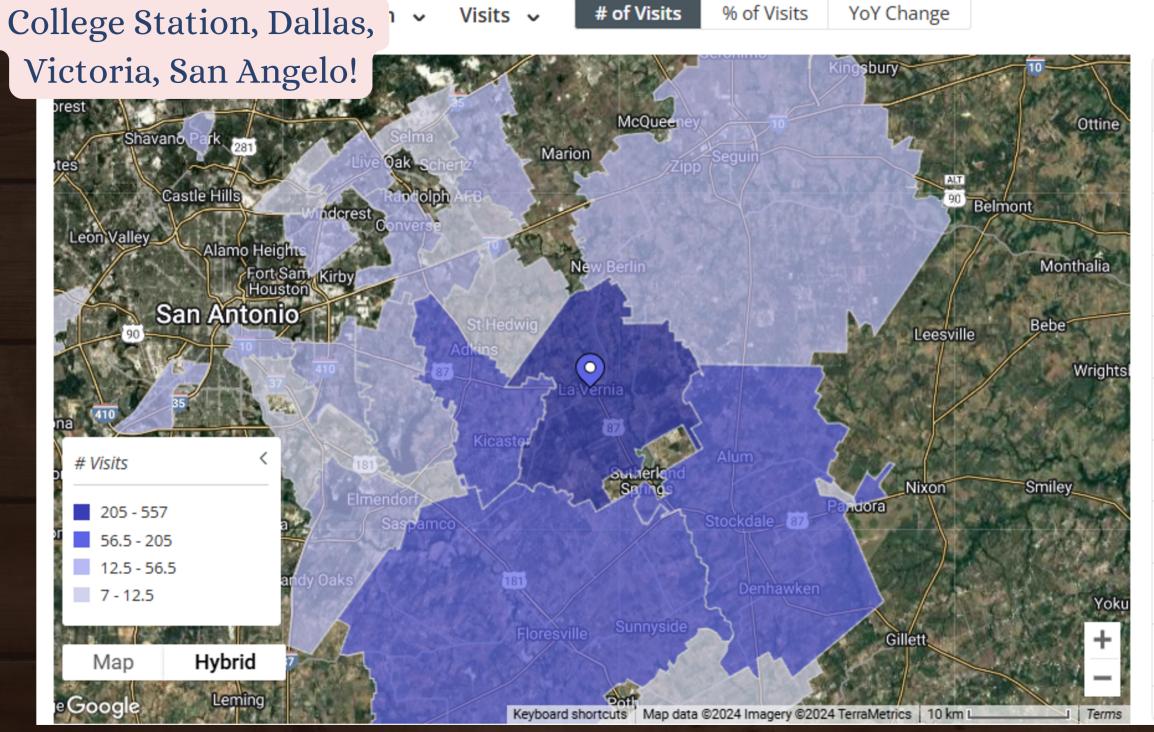
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Metric:

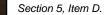
% of Visits # of Visits

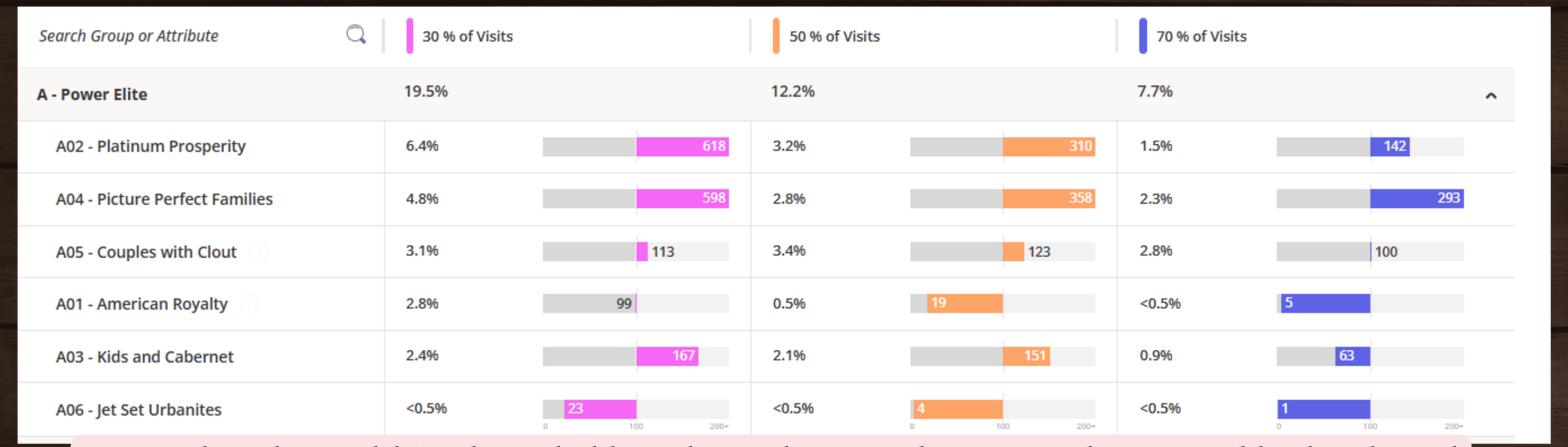
YoY Change



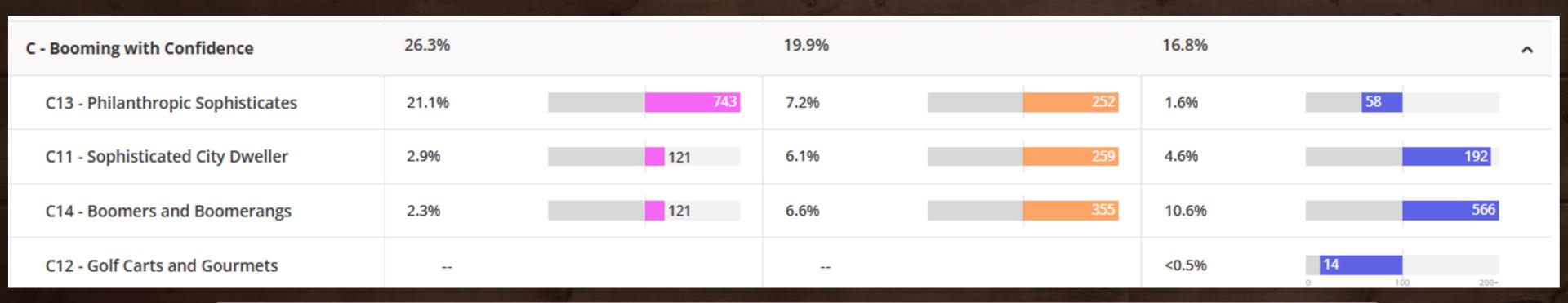


Zipcode / City	Visits (% of Total)
<b>78121</b> La Vernia, TX	557 (43%)
<b>78101</b> Adkins, TX	163 (12.6%)
<b>78114</b> Floresville, TX	119 (9.2%)
<b>78160</b> Stockdale, TX	96 (7.4%)
<b>78233</b> San Antonio, TX	43 (3.3%)
<b>78210</b> San Antonio, TX	31 (2.4%)
<b>78108</b> Cibolo, TX	28 (2.2%)
<b>78263</b> San Antonio, TX	25 (1.9%)
<b>78222</b> San Antonio, TX	24 (1.8%)
78109	23 (1.7%)



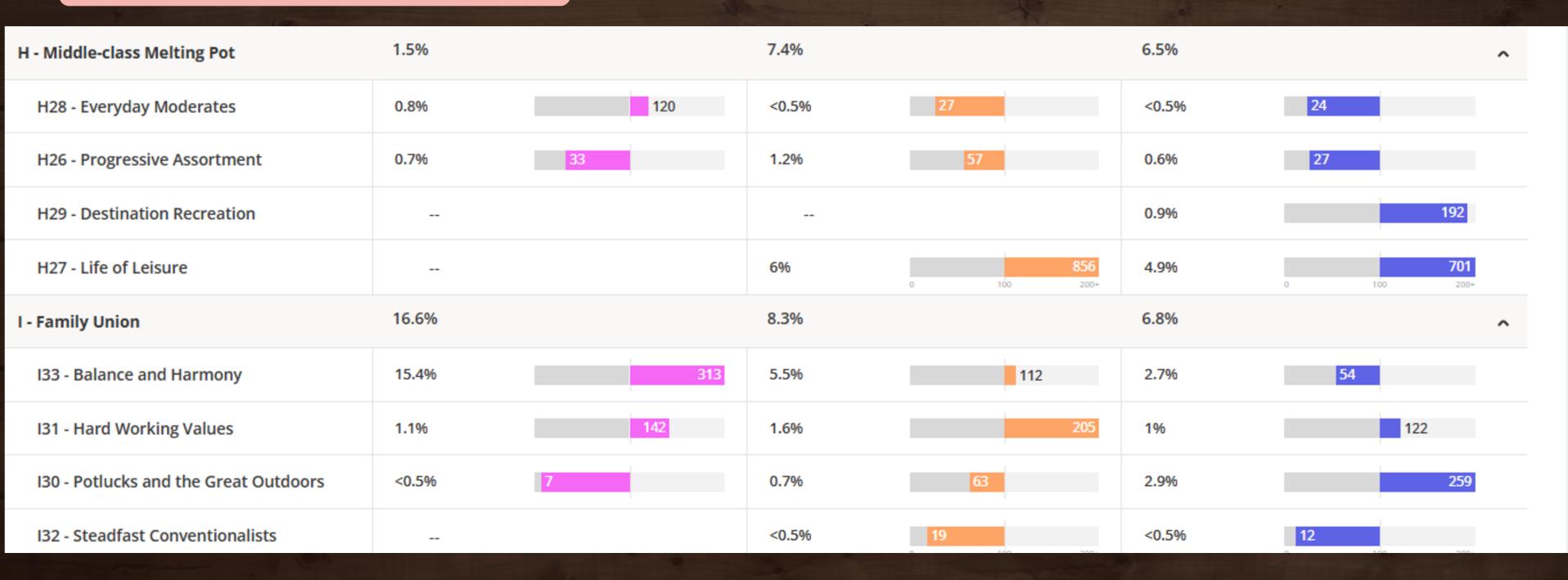


Power Elite The wealthiest households in the US, living in the most exclusive neighborhoods, and enjoying all that life has to offer



The Booming with Confidence demographic that attended the event is characterized by prosperous, established couples who are in their peak earning years and reside in suburban homes.

## Life of Leisure Upper established couples living leisure lifestyles in small towns and cities



<u>Hard Working Values - Established families in smaller cities and towns with solid blue-collar jobs</u>

## Placen ai 2023

Property:

hoedown / Chihuahua Street,...

Visits 911

Zipcode / City	Q	Visits (% of Total)	
<b>78121</b> La Vernia, TX		466 (51.2%)	
<b>78210</b> San Antonio, TX		47 (5.2%)	
<b>78114</b> Floresville, TX		44 (4.8%)	
<b>78240</b> San Antonio, TX		43 (4.7%)	
<b>78109</b> Converse, TX		41 (4.5%)	
<b>78263</b> San Antonio, TX		33 (3.6%)	
<b>78108</b> Cibolo, TX		30 (3.2%)	
<b>78155</b> Geronimo, TX		27 (2.9%)	
<b>78161</b> Sutherland Springs, TX		26 (2.8%)	28
78009		25 (2.00()	•







## Advertising

View results

Boost again ...



Details

Status
Paused

Goal
Get more Page likes

Daily budget
\$25.00

Duration
Continuous

Start date
Oct 17, 2024

Created by
Lindsey Wheeler

See Less

## Preview

Like Page

✓ Ibase La Vernia Hometown Hoedown is Coming! Ibase Join us on November 9th on Chihuahua Street for a FREE community celebration starting at 7 PM with food, fun, and live music! Ibase Live Music at 8 PM: Straight Tequila Night, Texas's original '90s Country Tribute Band, will rock the sta...



our boots and get ready to dance the night away at the Hometown Soor and get ready to define the riight array of the Prometon.

Soor and get ready night for live music by Straight Tequila Night.



Lights	\$2,165.00
Photo Booth	\$500
Restroom and Hand Wash	\$1,900.00
Band	\$8,291.17
TOTAL SPENT	12,856.17

Sponsors	\$3,250
Vendors	\$2,130
2023 Total Earned	\$4,720.00
2024 Total Earned	\$5,380.00







Section 6, Item A.

## RETAIL PURCHASE AGREEMENT

Deal Number: 6856		
Date: 11/01/2024		
County: WILSON		
2):		
therwise. Please refer to the Odometer Mileage	Statement for	
COLOR STOCK NO.		
SALESPERSON		
Charles Smith	······································	
E VEHICLE RENTAL OTHER		
	20,994.0	
ness	3,997.0	
anty   TOTAL SELLING PRICE	24,991.0	
by a   SUBTOTAL	24,991.0	
ties. DEALER'S INVENTORY TAX	32.9	
	33.0	
1 on	14.5	
ción I DOC FEE	225.0	
LICENSE FEE	71.5	
TOTAL DUE	25,367.9	
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A		
	Date: 11/01/2024 County: WILSON  County: WILSON  Charles Smith  EVEHICLE RENTAL DOTHER  PRICE OF VEHICLE  SUBTOTAL  DEALER'S INVENTORY TAX  TITLE FEE  STATE INSPECTION FEE  DOC FEE  LICENSE FEE  TOTAL DUE  AMOUNT TO BE FINANCED  AND TO BE FINANCED  AND TO BE FINANCED	

- Terms Used In This Agreement: This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and
  - Agreement Means all of the pages of this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference. whether such reference is made in this Agreement or in the document itself.
  - You, Your Means the Purchaser(s) identified in this Agreement.
  - We, Us, Our Means the Dealership that is identified in this Agreement and its Authorized Representatives.
  - Manufacturer Means the company that manufactured the Vehicle.
  - Vehicle Means the Vehicle that You are purchasing from Us as described in this Agreement.
  - Trade Vehicle(s) Means the vehicle(s) You are delivering to Us as part of this transaction as identified in this Agreement.
- Our Right to Increase the Price: We may increase the price of the Vehicle after We accept this Agreement if the Trade Vehicle(s) is reappraised, new equipment is required by state or federal law, or the increase is caused by state or federal tax rate changes. If the price is increased, You may cancel this Agreement with full refund of any deposit/down payment, provided that the cancellation occurs prior to You taking delivery of the purchased Vehicle.
- Manufacturer's Design Changes: In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after Your order for the Vehicle has been entered by Us, You will not have any claim or right against Us if the Vehicle does not contain such changes or modifications, nor shall We be required to effect such changes or modifications to the Vehicle.
- shall we be required to effect such changes or modifications to the vehicle.

  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 Manufacture 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 any manuacture internives, anowance and/or special pricing, or it we suffered as a result of or arising because of Your breach; (b) the deposit/down 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/down 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; and (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.
- Your Representations Regarding the Trade Vehicle(s): Any Trade Vehicle(s) 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 Vehicle(s) in accordance with applicable state law. You by a Certificate of Title of documents sufficient to enable us to obtain a Certificate of Title to the Trade Vehicle(s) delivered to Us is properly titled to You, has never been titled as or declared a total loss, salvage, junk, reconstructed, rebuilt, flood, lemon buyback vehicle, or any other title brand; that You have the right to sell or otherwise convey the Trade Vehicle(s); that such Trade Vehicle(s) is free and clear of liens or encumbrances, except as may be noted in this Agreement; that all emission control equipment is on the Trade Vehicle(s) and appears properly connected and undamaged; that You have accurately disclosed any information known to You regarding prior use of the vehicle, prior damage, paint work, modifications and any mechanical defects; and, unless You have told Us otherwise, that You have not removed equipment from the Trade Vehicle(s) subsequent to Our appraisal, that the odometer reading shown is accurate, and all airbags in the vehicle are original equipment and have never been deployed or disconnected.
- Trade Vehicle(s) Payoff: If You are delivering a Trade Vehicle(s) in connection with this transaction and the actual amount of the Balance Owed on the Trade Vehicle(s) is greater than the amount of the Balance Owed as listed in this Agreement, You agree to pay the difference to Us. If the actual amount of the Balance Owed is less than the amount listed, We will pay or credit the difference to You.
- Our Appraisal of Your Trade Vehicle(s): If You are delivering a Trade Vehicle(s) to Us in connection with this transaction and the delivery will not be made out Appraisal of Your Trade venicle(s): If You are delivering a Trade venicle(s) 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 Vehicle(s) at the time of delivery. The reappraised amount shall be the amount allowed for the Trade Vehicle(s) in this transaction. If You are dissatisfied with the reappraisal, You may cancel this Agreement with full refund of any deposit/down payment, provided that the cancellation occurs prior to You taking delivery of the purchased Vehicle.
- Remedies Upon 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/down payment) if the Vehicle is not delivered to You on the date specified or pursuant to Paragraphs 2 or 7. If You have delivered a Trade Vehicle(s) to Us, the Trade Vehicle(s) will be returned to You. You shall be responsible for paying to Us the Balance Owed on the Trade Vehicle(s) if We have Vehicle(s) to Us, the trade vehicle(s) will be returned to You. You shall be responsible for paying to Us the balance Owed on the trade vehicle(s) if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount You have paid to Us as a deposit/down payment and any Trade 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/down payment, You agree to pay the difference to Us. If the actual amount You owe is less than the amount of the deposit/down 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.
- 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 in cash or mancing 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 in 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: 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:

  (a) cancel this Retail Purchase Agreement; (b) repossess the Vehicle without notice (if permitted by law); (c) rescind the sales transaction; (d) seek collection for amounts due; (e) retain any cash down payment made by You; and/or (f) in the event that You have delivered a Trade Vehicle(s) as part of the consideration for Your purchase of the Vehicle from Us, to sell such Trade Vehicle(s) and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade Vehicle(s) for sale and any actual damages suffered by Us as a result of Your default.

  Regardless of whether We return the Trade Vehicle(s) or have already sold it. You shall be responsible for paying to Us the Relance Owed on the Trade. expenses incurred in connection with preparing and onering the Trade vehicle(s) for sale and any actual damages suffered by us as a result of robin defiable. Regardless of whether We return the Trade Vehicle(s) or have already sold it, You shall be responsible for paying to Us the Balance Owed on the Trade Vehicle(s) if We have paid the Balance Owed to the Lionholdor and for any reasonable expenses incurred by Us in connection with preparing or reconditioning the Trade Vehicle(s) 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 appropriate of the dawn payment and/or prepared and if the payment. the amount of the down payment and/or proceeds from the sale of Your Trade Vehicle(s), You agree to pay the difference to Us upon demand and if the actual
- Security Agreement: Purchaser hereby grants the Dealership, its successors and assigns, a security interest in the Vehicle, equipment and accessories to be purchased pursuant to this Agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full.
- 11. Other Products and Services: 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 Amount to be Financed under this Agreement with a particular finance 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 entity to which any Retail Installment Sale Contract related to this transaction is assigned ("Finance Source").
- 12. 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 Finance Source. 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.
- 13. 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 relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. SPANISH TRANSLATION: Un honorario de documentación no es un honorario oficial. Un honorario de documentación no es requerido por la ley, pero puede ser cargada al comprador como gastos de manejo de documentos relacionados con una venta. Un honorario de documentación no puede exceder una cantidad razonable acordada por las partes. Esta notificación es requerida por la ley.
- 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 TEXAS.
- LIMIT ON DAMAGES: TO THE EXTENT PERMITTED BY TEXAS 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
- 16. CONDITIONAL DELIVERY AGREEMENT: You may secure financing for this transaction through Us or a financial institution of Your choice. If You have elected to secure financing though Us, the provisions of the Conditional Delivery Agreement will apply. We may cancel this Agreement II: (a) You provide false or incomplete information regarding Your creditworthiness; (b) Your credit application is not approved by a financing source; or (c) Your purchase is subject to the Conditional Delivery Agreement and the Retail Installment Sale Contract is not accepted or approved by a financing source on terms acceptable to Us.

Section 6, Item A.

17. Entire Agreement and Signing Other Documents: This Agreement and any documents which are part of this transaction or incorporated northin by You agree to sign any and all documents necessary to complete the terms of this transaction.

This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser

Mike Vasquez

Accepted by Authorized Dealership Representative

Purchaser