

AS PER ORIGINAL

CONDITIONAL DELIVERY AGREEMENT

In consideration of the mutual promises and for other good and adequate consideration, this Conditional Delivery Agreement (hereinafter referred to as "Agreement") is between HELPMAN FORD, Seller, and FORT BEND COUNTY, allows the use of the following described vehicle:

VIN: _____ No.: _____ Year: 2013
Make/Model: Ford Police Interceptor Mileage: _____

Buyer agrees to return the above-described vehicle on 9-20-12 no later than _____ o'clock 3 a.m./p.m. in the same or substantially the same condition as when the Buyer takes possession of the vehicle. Buyer understands and agrees that if Buyer does not return the above-described vehicle by the stated time, Seller may seek legal redress.

Buyer agrees to pay for the repair of any damage, including new Original Equipment Manufacturer parts and any diminished value, to the above-described vehicle while it is in the Buyer's possession, regardless of fault. Buyer agrees that Buyer's automobile insurance is primarily liable for any repairs to the above-described vehicle. If Buyer's insurance does not reimburse the Seller for any damage and subsequent repair, including diminished value, Buyer agrees to reimburse Seller for any difference.

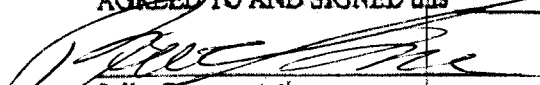
Buyer's automobile insurance is attached, Policy No. _____
SELLER MAY ATTACH A COPY OF BUYER'S TEXAS LIABILITY INSURANCE CARD.

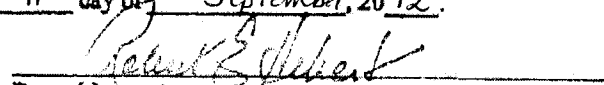
- Buyer has ~~not~~ tendered a down payment to Seller.
- Buyer has ~~tendered~~ a down payment to Seller in the amount of \$ _____.
- Buyer has ~~not~~ tendered a trade-in vehicle to Seller.
- Buyer has ~~tendered~~ a trade-in vehicle to Seller on the above-described vehicle and the trade-in is described as:
VIN: _____ License No.: _____
Make/Model: _____ Year: _____
Mileage: _____ Value: \$ _____

~~Seller agrees to use reasonable care to conserve the Buyer's trade-in vehicle while the vehicle is in the Seller's possession. If the Buyer and Seller do not enter into a retail installment contract for the above-described vehicle, Seller agrees, within seven (7) days after termination of the Agreement, to deliver to Buyer the trade-in vehicle in the same or substantially the same condition as it was at the time of the execution of this Agreement and return any down payment or other consideration received from the Buyer in connection with this Agreement. If Buyer returns the above-described vehicle at Seller's request, Seller agrees to return the trade-in vehicle at the same time to Buyer as Buyer returns the above-described vehicle. If the trade-in vehicle cannot be returned in the same or substantially the same condition as it was at the time this Agreement is executed, Seller agrees to pay Buyer the value of the trade-in vehicle as agreed to above.~~

Buyer agrees that if it is necessary for Seller to seek legal redress to recover the vehicle, Buyer is responsible for and will pay all reasonable legal fees and expenses and court costs incurred by Seller.

AGREED TO AND SIGNED this 11 day of September, 2012.


Seller Representative


Buyer(s) Robert E. Hebert
County Judge

This Agreement may not exceed 15 days and is void on the execution of a retail installment contract between the Buyer and Seller for the sale of the vehicle that is the subject of this Agreement.

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