

LEMON LAW DISCLOSURE

I ACKNOWLEDGE RECEIPT OF THE "CONSUMER GUIDE TO THE FLORIDA LEMON LAW".

Customer Name: UNIVERSITY OF CENTRAL FLORIDA Date Received: 12/05/2019
VIN: [REDACTED] Stock # [REDACTED]
Make: TOYT Model: Highlander Year: 2019

IMPORTANT: IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER STATE LAW TO A REPLACEMENT OR TO COMPENSATION. HOWEVER, TO BE ENTITLED TO A REPLACEMENT OR COMPENSATION, YOU MUST FIRST NOTIFY THE MANUFACTURER OF THE PROBLEM IN WRITING AND PROVIDE THE MANUFACTURER AN OPPORTUNITY TO REPAIR THE VEHICLE.

UNIVERSITY OF CENTRAL FLORIDA

Consumer Name (Print)

[Signature]
Consumer Signature

Selling Dealer/Lessor TOYOTA OF ORLANDO

By _____
Print Name Signature

SALES
DISPUTE RESOLUTION AGREEMENT
TOYOTA OF ORLANDO ("Dealer")

Vehicle: (Year) 2019 Make TOYOTA Model HIGHLANDER Vin#: XXXXXXXXXX

The undersigned Customer(s) (hereinafter individually and collectively referred to as "Customer") have entered into an agreement with the above-referenced Dealer ("Dealer") for the lease or purchase of the above described Vehicle, including all labor, parts, materials, supplies and other related services and charges performed by Dealer at Customer's request and authorization subsequent to the date of sale or lease. This Agreement is a material and essential part of the lease and purchase transaction between Dealer and Customer (hereinafter referred to as the "Contract").

In order to minimize the expense and difficulty of resolution of disputes related to this contract, informal mediation and binding arbitration are the only procedures which will be used to resolve disputes between the parties.

Customer and Dealer agree that any and all claims, disputes or issues involving Customer and Dealer, Dealer's officers, agents, representatives, employees or attorney(s) in fact or Dealer's surety bonding company and liability insurance company shall be resolved in accordance with the following provisions:

A. NOTICE OF DISPUTE

Each party shall notify the other part in writing of any claim, dispute or issue it has against the other party concerning any matter described in Section C.1 below at least 20 days before filing for mediation pursuant to Section B below. The purpose of this notice is to advise the other party of the claim, dispute or issue and to give the parties an opportunity to resolve the claim, dispute or issue before filing for mediation. If requested by either party, the parties agree to meet to discuss claim, dispute or issue within such 20 day period. Notice to Dealer shall be made by mail to the Dealership, Attn., General Manager. Notice to Customer shall be deemed sufficient if made by mail to the address provided in the written repair estimate, work order and/or invoice regarding this transaction. Notice regarding change of address shall be sent to the other party in writing in the same manner. Any notice must contain the Vehicle Identification Number to be effective.

B. MANDATORY MEDIATION

- Any claim, dispute or issue arising between the Customer and Dealer, Dealer's officers, agents, representatives, employees, attorney(s) in fact or Dealer's surety bonding company concerning any matter described in Section C.1 below shall be submitted to mediation pursuant to the Chapter 44 of the Florida Statutes prior to any party seeking recourse to arbitration. Either party shall give notice to the other and to Resolved Dispute Resolution Services, Inc., 1407 E. Robinson Street, Orlando, Florida 32801.
- The parties agree to be governed by Chapter 44 of the Florida Statutes, Florida Statutes, §768.79 and Fla. R. Civ. P. 1.442, although no civil action is pending. A proposal for settlement, demand for judgment or offer of judgment may be served at any time after an impasse has been declared by the mediator, or the mediator has reported that no agreement was reached. The parties specifically waive the time requirements for serving a proposal for settlement, demand for judgment or offer of judgment set forth in Florida Statutes, §769.79 and Fla. R. Civ. P. 1.442. A proposal, offer or demand is deemed rejected if written acceptance is not received within thirty (30) days of service or the commencement of arbitration, whichever first occurs.
- The parties agree that in the event the parties are unable to resolve the claims, disputes or issues concerning any matter enumerated in Section C.1 below through mediation, they will thereafter submit said claims to binding arbitration pursuant to Section C below.
- The parties agree to be bound by the rules, procedures and fee schedule for mediation as implemented and enforced by Resolved Dispute Resolution Services, Inc.
- In the event Resolved Dispute Services, Inc. (or its successors or assigns) is unable or unwilling to perform mediation services under this Dispute Resolution Agreement, and the parties are unable to agree upon a successor mediator, either Dealer or Customer may petition a court of competent jurisdiction in the county of Dealer's principal place of business for the appointment of a successor mediator and agree to be governed by the rules, procedures and fee schedule for mediation as adopted and enforced by the appointed successor mediator.

C. MANDATORY ARBITRATION

- Dealer and Customer hereby agree to submit to binding arbitration the following claims, disputes or issues involving Dealer, Dealer's officers, agents, representatives, employees, attorney(s) in fact or Dealer's surety bonding company and liability insurance company, and which may arise in connection with or in any way relating to, directly or indirectly, any Contract for lease and purchase of the Vehicle or any subsequent contract for lease and purchase of the Vehicle or any course of conduct or course of dealing, including: (1) Contract enforceability; (2) claims for vehicle warranty, workmanship, labor, service, maintenance and repair; (3) claims relating to acts, omissions or representations which induced the lease and purchase of the Vehicle and servicing, maintenance and repairs to the Vehicle; (4) claims relating to acts, omissions or representations in connection with the modification, termination or replacement of the Contract or any subsequent contract with respect to any lease and purchase of the Vehicle, whether occurring before or after the modification, termination, or replacement; (5) reformation of any contract or document relating to the sale or lease of the Vehicle and service, maintenance and repair of the Vehicle; (6) fraud in the inducement; (7) breach of contract; (8) negligent misrepresentation; (9) fraud in the execution or performance; (10) intentional or negligent infliction of emotional distress; (11) negligent hiring; (12) conversion; (13) battery; (14) claims for punitive damages; (15) rescission, cancellation, rejection or revocation of acceptance; (16) tort; (17) trespass; (18) wrongful repossession; (19) violation of the Florida Deceptive and Unfair Trade Practices Act; (20) violation of the Florida Motor Vehicle Repair Act; (21) violation of any federal or state statute or regulation regulating hazardous waste materials; (22) violation of any federal or state consumer protection statute or regulation regulating the repair, servicing and/or maintenance of motor vehicles; (23) violation of any federal or state odometer law or regulation; (24) violation of any federal or state statute or regulation; (25) claims for injunction and declaratory relief; (26) statutory bond claims; (27) violation of the Magnuson Moss Warranty Act; (28) the arbitrability of any claims, disputes or issues pursuant to this Dispute Resolution Agreement; and (29) any other claims, disputes or issues Customer may have whether they are based in law or in equity, except those specifically excluded below. Dealer and Customer agree to submit to **BINDING ARBITRATION** before the American Arbitration Association pursuant to the Supplementary Procedures for Consumer-Related Disputes, and Commercial Arbitration Rules and Procedures of the American Arbitration Association in the matters addressed in this Section C.1.
- All claims, disputes and issues enumerated in Section C. 1. above shall be submitted to binding arbitration whether said claims, disputes or issues arise prior to or during any future civil litigation, but this Agreement shall not require Dealer to submit to mediation or arbitration any civil litigation initiated by Dealer to establish, perfect or foreclose any lien, encumbrance or security interest arising by operation of law or based upon contract to collect any monies due from Customer in connection with any contract for repair, maintenance, service, towing or storage fees. If any of the above specified claims, disputes or issues to be arbitrated arise in any litigation initiated by Dealer or Dealer's assigns to collect monies due in connection with the sale or lease of the Vehicle and any contract for repair, maintenance, service, towing or storage fees or the establishment, perfection and foreclosure of any lien, encumbrance or security interest or any replevin or repossession. Customer waives any challenge to Dealer's right to litigate these specific claims, including all post judgment procedures, rights, remedies and discovery, and stipulates that the same shall not constitute any act or conduct inconsistent with the parties' agreement to arbitrate all other disputes, claims and issues. The parties further specifically stipulate and agree that the rights and remedies reserved to Dealer to initiate litigation against Customer, if exercised, shall not waive, estop, bar or prejudice the parties' contractual agreement to arbitrate all other claims, disputes or issues.
- All claims, disputes and issues described in Section C. 1 above shall be arbitrated whether said claims, disputes or issues arise prior to or during any future civil litigation. Arbitration pursuant to this Agreement is not intended to be a substitute for nor deprive the parties of, rights, including the right to arbitration provided for by Chapter 681 of the Florida Statutes, known as the "Lemon Law". The arbitration specified in this clause is intended to provide an arbitral forum instead of judicial forum for the resolution of disputes, as authorized by Florida Statute, 682.02. Customer may require that disputes eligible for arbitration before the Florida New Motor Vehicle Warranty Board, pursuant to Chapter 681 of the Florida Statutes may be submitted to such Board for arbitration in lieu of the American Arbitration Association.
- Arbitration is a method of resolving any claim, dispute or controversy (collectively, a "Claim") without filing a lawsuit in court. Either Customer or Dealer may choose at any time, including after a lawsuit is filed, to have any Claim related to this Agreement decided by arbitration. Such Claims include but are not limited to: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this clause, or arbitrability of any issue; 3) Claims between Customer and Dealer, Dealer's attorneys, employees, agents, successor, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to Customer's application for credit, this Agreement, or any resulting transaction or relationship, including that with the Dealer, or any such relationship with third parties who do not sign this Agreement.

RIGHTS CUSTOMER AND DEALER AGREE TO GIVE UP

If either Customer or Dealer choose to arbitrate a Claim, then Customer and Dealer agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM CUSTOMER MAY HAVE AGAINST DEALER WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

RIGHTS CUSTOMER AND DEALER DO NOT GIVE UP

If a Claim is arbitrated, Customer and Dealer will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; and 4) Right to request that a court of competent jurisdiction review whether the arbitrator exceeded his authority.

Either party must contact the American Arbitration Association and the other party to start arbitration. The arbitration rules of the American Arbitration Association shall apply, which as of August 1, 2005, may be obtained at 1-800-778-7879, or www.adr.org.

In the event the American Arbitration Association (or its successors or assigns) is unable or unwilling to perform arbitration services under the Dispute Resolution Agreement, J.A.M.S./Endispute shall be substituted for the American Arbitration Association and the arbitration rules of J.A.M.S./Endispute shall apply, which as of August 1, 2005, may be obtained at 1-800-448-1660, or www.jamsadr.com. In the event that J.A.M.S./Endispute (or its successors or assigns) is unable or unwilling to perform arbitration services under the Dispute Resolution Agreement, National Arbitration Forum shall be substituted for J.A.M.S./Endispute and the arbitration rules of the National Arbitration Forum shall apply, which as of August 1, 2005, may be obtained at 1-800-474-2371, or www.arb-forum.com

If there is a conflict between the arbitration rules and this Agreement, this Agreement shall govern. This Agreement is subject to the Florida Arbitration Code (Chapter 682, Florida Statutes) and the Florida Rules of Evidence. The arbitration decision shall be in writing with a supporting opinion. Dealer and Customer shall pay arbitration fees in accordance with the rules and fee schedule in effect at the time of serving the Demand for Arbitration, which as of August 1, 2005, is not greater than \$375.00 in a consumer related dispute where the amount in controversy does not exceed \$75,000.00.

D. OTHER NOTICES, CONDITIONS AND PROVISIONS

- In any arbitration or litigation arising out of any matter covered by this Dispute Resolution Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs through and including appeals, except where prohibited by law or provided otherwise by statute. Attorney's fees and costs in arbitration shall be determined by the Arbitrator.
- Customer and Dealer agree that arbitration rules and procedures governing discovery are restricted and significantly less comprehensive than discovery permitted by a court of law or as provided under the Florida Rules of Civil Procedure, and may in the discretion of the Arbitrator be limited to the exchange of witness names and a list of exhibits and documents intended to be submitted in evidence at the final arbitration hearing unless determined by the Arbitrator in his or her sole discretion to be essential to the fair administration of justice. Customer and Dealer agree to pay mediation and arbitration fees and costs in accordance with the fee schedule adopted by the applicable mediation and arbitration forum and which are in effect as of the date of serving a Demand for Mediation and/or Arbitration, unless Customer provides competent and compelling evidence that his or her finances are such that requiring Customer to pay the scheduled fees and costs for mediation and/or arbitration would constitute a financial hardship effectively denying Customer's access to mediation and/or arbitration before any named mediation or arbitral forum. If such financial hardship is confirmed by Dealer, and the mediation and/or arbitral forum is unwilling to reduce or eliminate these fees, Dealer shall initially advance all such costs and fees upon the submission of a notarized Affidavit of Indigency or Insolvency and current Financial Statement.
- Customer acknowledges that this mediation and arbitration Agreement is a material condition of Dealer's agreement to repair, service and/or maintain Customer's Vehicle, including without limitation, the sale of parts, supplies and materials and the furnishing of labor, including diagnostic, paint, body, structural, collision, and mechanical work, repairs, servicing and maintenance. Customer hereby agrees to mediation and **BINDING ARBITRATION** in accordance with the terms stated herein, and acknowledges notice of the existence, validity, and enforceability of this Dispute Resolution Agreement, including the waiver of Customer's right to trial by jury and bench trial and discovery restrictions and limitations.
- The Arbitrator shall have the authority to award any and all remedies, relief and damages available under law or equity, as if fashioned by a court of competent jurisdiction, including all equitable and legal remedies and relief and all compensatory damages, statutory damages, civil penalties and punitive damages, except as to consolidation of claims and class actions.
- Customer acknowledges that he or she is waiving his or her right to trial by jury and a bench trial, and acknowledges that he/she is agreeing to waive all discovery rights, except those limited rights provided under the rules adopted and enforced by the applicable arbitral forum, subject to modification by the Arbitrator in his or her sole discretion.
- In the event none of the named arbitration organizations are able or willing to act as the arbitration forum, Customer and Dealer agree to the appointment of a successor arbitrator to be appointed by a court of competent jurisdiction in the county of Dealer's principal place of business, and agree to be governed by the rules and procedures for arbitration as adopted and enforced by the appointed successor Arbitrator.
- If any part or parts of this Dispute Resolution Agreement are not valid according to any applicable law(s), the same shall be severed from this Agreement and all other parts will nevertheless remain enforceable. This Dispute Resolution Agreement shall survive the termination, rescission or failure of any condition of the Contract.

TOYOTA OF ORLANDO
3575 Vineland Road
Orlando, Florida 32811

By: _____

BY SIGNING BELOW, CUSTOMER(S) AGREE TO THE TERMS OF THIS AGREEMENT AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Customer Signature _____

Customer Signature _____

The Reynolds and Reynolds Company FL608406 Q (03/17)