



COVERSHEET

LET'S BUILD YOUR MODEL S!

Please take a few moments to review and approve this packet. It includes two documents: your Model S Configuration and your Pre-Delivery Vehicle Purchase Agreement. If your configuration is incorrect, please contact us to update your paperwork.

The Pre-Delivery Motor Vehicle Purchase Agreement (MVPA) includes an estimate of taxes and fees (subject to change as delivery nears) as well as a legal agreement that makes \$5,000 of your reservation payment non-refundable. We need a few initials and signatures from you to make it official. Please send the completed packet back to us using one of the methods outlined below. Once received, your configuration will be sent to the Tesla Factory and your Model S will be built.

STEP 1 COMPLETE PACKET

- ☐ **Configuration**
Initial and date at the bottom right
- ☐ **MVPA Page 1 of 4**
Initial and date at the bottom right
- ☐ **MVPA Page 2 of 4**
Initial and date at the bottom right
- ☐ **MVPA Page 3 of 4**
Sign about a third of the way down
- ☐ **MVPA Page 3 of 4 (California only)**
Sign about two thirds of the way down
- ☐ **MVPA Page 3 of 4**
Initial and date at the bottom right
- ☐ **MVPA Page 4 of 4**
Initial and date at the bottom right

STEP 2 RETURN TO TESLA

Use one of the following methods:

Online using **DocuSign**

Fax or Scan

Follow "Sign on Paper" instructions on DocuSign.

Email

salesadmin@teslamotors.com
Attach a scan or digital photos

FedEx

Tesla Motors, Inc.
Attn: Sales Admin
3500 Deer Creek Road
Palo Alto, CA 94304

QUESTIONS?

Call our configuration specialists at (888) 771-2505 Monday through Friday from 8am to 6pm Pacific, or email us at buildmymodels@teslamotors.com.



CONFIGURATION

CUSTOMER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
US

CONFIGURATION SPECIALIST

Bryan Bailin

RESERVATION

[REDACTED]

DATE PRICED

August 10th, 2012

DESCRIPTION	TOTAL IN USD
Model S	\$57,400.00
Green Paint	\$750.00
All Glass Panoramic Roof	\$1,500.00
19" Wheels with All Season Tires	-
Tan Leather Interior	\$1,500.00
Lacewood Décor	-
85 kWh Battery	\$20,000.00
Tech Package	\$3,750.00
Sound Studio Package	\$950.00
Active Air Suspension	\$1,500.00
Paint Armor	\$950.00
Supercharger Hardware	-
Cash price of motor vehicle and accessories	\$88,300.00
Tesla Personal Delivery	\$990.00
Final inspection, prep, and coordination	\$180.00
Total	\$89,470.00

Buyer(s) Initials

[REDACTED]

Price of motor vehicle and accessories does not include local taxes or government fees. Please refer to your Motor Vehicle Purchase Agreement (MVPA) for full amount owed. The MVPA must be signed within 30 days of the Date Priced on this form in order for pricing to remain valid.



MOTOR VEHICLE PURCHASE AGREEMENT
Pre-Delivery

BUYER'S AND CO-BUYER'S NAME AND ADDRESS:				SELLER'S NAME AND ADDRESS:			
[REDACTED]				Tesla Motors, Inc. 3500 Deer Creek Road Palo Alto, California 94304			
VEHICLE TO BE DELIVERED ON OR ABOUT:				NOV, 2012 - DEC, 2012			
DESCRIPTION OF THE MOTOR VEHICLE SOLD							
New/Used New	Year 2012	Make Tesla	Model Model S	Color Green	Brakes Power	VIN TBD	Mileage 000000

ITEMIZATION OF THE PURCHASE PRICE			
1. Total Cash Price			
A.	Cash Price of Motor Vehicle and Accessories	\$ 89,470.00	(A)
B.	Document Processing Charge	\$ 0.00	(B)
C.	Optional Surface Protection Product	\$ 950.00	(C)
D.	Other	\$ 0.00	(D)
E.	Other	\$ 0.00	(E)
F.	Subtotal of Taxable Items (A through E)	\$ 89,470.00	(F)
G.	Sales Tax	\$ 5,591.88	(G)
H.	Electronic Vehicle Registration or Transfer Charge	\$ 0.00	(H)
I.	Prior Credit or Lease Balance (see downpayment and trade-in calculation)	\$ 0.00	(I)
TOTAL CASH PRICE (F through I)			\$ 95,061.88 (1)
2. Amounts Paid to Government Agencies			
A.	Vehicle License Fee	\$ 0.00	(A)
B.	Registration, Transfer and Titling Fees	\$ 125.00	(B)
C.	California Tire Fee*	\$ 7.00	(C)
D.	Other	\$ 0.00	(D)
TOTAL OFFICIAL FEES (A through D)			\$ 132.00 (2)
3. Subtotal (1 plus 2)			\$ 95,193.88 (3)
4. Total Downpayment			
Trade-In Year: _____ Make: _____ Model: _____ VIN: _____			
A.	Agreed Upon Value of Trade-In Vehicle	\$ 0.00	(A)
B.	Prior Credit or Lease Balance on Trade-In	\$ 0.00	(B)
C.	Net Agreed Value of Trade-In Vehicle (indicate if negative number)	\$ 0.00	(C)
D.	Deposit Applied Toward Purchase	\$ 5,000.00	(D)
E.	Cash	\$ 0.00	(E)
F.	Other	\$ 0.00	(F)
TOTAL DOWNPAYMENT (C through F) (If the Total Downpayment is a negative number, enter zero, and enter the negative amount as a positive number in Item 1 I above).			\$ 5,000.00 (4)
5. Amount Due from Buyer (3 minus 4)			\$ 90,193.88 (5)
*Seller may receive or retain part of these amounts.			

A fee ☐ has ☒ has not been paid to an autobroker in connection with this transaction.

Agreement to Purchase. You, the Buyer and Co-Buyer, if any, agree to purchase the Vehicle described in this Motor Vehicle Purchase Agreement ("Agreement") from Tesla Motors, Inc. ("we," "us" or "our") for cash, on the terms set forth in this Agreement. The Amount Due from Buyer shown above must be paid at the time the Vehicle is delivered. If you pay us with a payment item that is not honored for any reason, you will be charged a service charge of \$25.

Purchase Price, Taxes and Official Fees. The cash price of the Vehicle, item 1.A above, is not subject to change. However, if during production of the Vehicle you change the options you have selected, you and we may enter into a written amendment of this Agreement which may affect the cash price. We have estimated the amount of taxes and official fees due and that are disclosed in the Itemization of the Purchase Price, above. However, should additional taxes (other than our income taxes) be levied or official fees be charged that are not disclosed above, by any state or federal authority, or because you and we have entered into a written amendment of this Agreement, you will pay them when we make demand. If we overestimated the official fees and taxes due, you will receive a refund of any overpayments.

No Cancellation. Once you execute this Agreement, the deposit in item 4.D above (if any) becomes nonrefundable (not to exceed \$10,000), and this Agreement is binding and you may not cancel (except as provided in the paragraph "Trade-In Vehicle" below). We do not offer installment financing. This Agreement is not conditioned upon your obtaining financing from other sources. If you fail or refuse to accept delivery of the Vehicle, we may retain as liquidated damages any cash downpayment or deposit made by you, to the extent not prohibited by law. We may reimburse ourselves for any expenses and losses we incur or suffer as a result of your failure or refusal. Such expenses may include our reasonable attorneys' fees, reasonable collection fees, and court costs.

Trade-In Vehicle. We agree to apply the positive amount credited as Net Agreed Value of Vehicle Traded In, if any, (Item 4.C above) toward the purchase price of the Vehicle. If the Trade-In Vehicle will not be delivered until delivery to you of the Vehicle purchased from us, the Trade-In Vehicle may be reappraised by us at that time. The reappraised value shall determine the credit for the Agreed Upon Value of Vehicle Traded In, if different. If the reappraised value is lower than the Agreed Upon Value of Vehicle Traded In set forth above, and such lower value is not due to damage to the Trade-In Vehicle incurred after the original valuation, you may cancel the Purchase Agreement provided the Vehicle has not been delivered to you. You agree to deliver to us satisfactory evidence of clear title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle, which shall constitute part of the consideration for the Vehicle. We have the right to sell the Trade-In Vehicle upon delivery of the certificate of title to us, in addition to other rights the Purchase Agreement gives us. You warrant that you have good and marketable title to the Trade-In Vehicle, and that it is free and clear of all liens and encumbrances (unless disclosed in Item 4.B above). In the event it is determined that there is any outstanding liens or encumbrances against the title (other than as disclosed in Item 4.B above), you agree to be solely responsible for, and to pay any additional amounts necessary, to satisfy such liens or encumbrances. You further warrant that the title for the Trade-In Vehicle is not branded, and that the Trade-In Vehicle was not (1) previously used as a police or taxi vehicle, (2) a salvage or flood damaged vehicle, (3) reconstructed, or subject to any other condition that would adversely affect the value of the Trade-In Vehicle, except as otherwise disclosed to us.

Vehicle Design. We reserve the right to change the design of any new vehicle, chassis, accessories, or parts at any time, without notice and without obligation to make the same or similar change upon the Vehicle, chassis, accessories or parts purchased by you under this Agreement. You may not, and may not attempt to, reverse engineer, disassemble, decompile, tamper with or engage in any similar activity in respect of a Tesla Vehicle, nor may you permit any third party to do so, save only to the extent permitted by applicable law.

Scheduled Delivery Date. The date set forth in this Agreement for delivery of the Vehicle is an estimated date, and does not represent an affirmation or promise that the Vehicle will be delivered to you on that exact date. We will not be liable for failure to deliver, or delay in delivering, the Vehicle that is covered by this Agreement where such failure or delay is due, in whole or in part, to any cause beyond our control, that is not the result of our negligence. We will notify you when your vehicle is ready for delivery, and, unless we are in breach of this Agreement, you hereby agree to schedule and take delivery of your vehicle within 30 days of such notification.

Warranty. You will receive the Tesla Motors New Vehicle Limited Warranty at the time of Vehicle delivery. If you are purchasing a used vehicle, you will receive any warranty coverage for the used vehicle if there is any left from the original ownership. Unless we make a written warranty, or enter into a service contract within 90 days from the date of this Agreement, there is no warranty, express or implied, given you in connection with your purchase of a used vehicle, there will be no implied warranties of merchantability or of fitness for a particular purpose, and you are purchasing the used vehicle AS IS.

Limitation of Liability. Under no circumstances will we be held liable for any incidental, special, or consequential damages arising out of this Agreement, or our failure to deliver the Vehicle, for example, loss of Vehicle use, inconvenience, or loss of time or income, even if we or our representative has been advised of the possibility of such damages. In the event we are held liable for any damages related to such matters, your sole and exclusive remedy will be limited to reimbursement of your cash downpayment or deposit.

Statement of Insurance

No insurance of any kind is included in this Agreement. These notices are required by law.

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

NOTICE: No person is required as a condition precedent to financing the purchase of an automobile that any insurance be negotiated or purchased through a particular insurance agent or broker.

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING: YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

DocuSigned by: _____
Buyer's Signature _____ Co-Buyer's Signature _____

Consent to Receive Telephone Calls on Cellular Phones; Auto-Dialers and Pre-Recorded Messages; E-mail. You give us consent to call you on your cellular or mobile telephone with regard to this Agreement. You further consent to our use of auto-dialers and pre-recorded messages in connection with any telephone call we make to you with regard to your vehicle or account with us, including calls made to cellular or mobile telephones. We will not charge you for the telephone calls. Your cellular or mobile telephone provider will charge you according to the type of plan you carry. If you have given us your e-mail address, you consent to receive our e-mail advertisements.

Governing Law. The terms of this Agreement are governed by, and to be interpreted according to, the law of the State of California. If any part of this Agreement is not valid, all other parts remain valid and enforceable. We may delay or refrain from enforcing our rights under this Agreement without losing them.

Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreement for the purchase of the Vehicle has been entered into. Prior oral statements, negotiations, communications or representations about the Vehicle sold under this Agreement are superseded by this Agreement. Terms relating to the purchase not expressly contained herein are not binding.

USED CAR BUYERS GUIDE. The information you see on the window form for the Vehicle is part of this Contract. Information on the window form overrides any contrary provision in the contract of sale.

Spanish Translation: 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.

Buyer acknowledges that Buyer is not now nor, as a result of this transaction will Buyer become, a dealer or distributor of Tesla Motor Vehicles.

Acknowledgment: This Agreement is entered into and effective as of the last date signed below. By signing below, you acknowledge that you have read all pages of this Agreement. You acknowledge receipt of a true and completely filled-in copy of all pages of this Agreement at the time you sign it, including the Arbitration Clause (below) that is part of this Agreement.

DocuSigned by: _____
Buyer's Signature: _____ Date: 8/10/2012 Co-Buyer's Signature: _____ Date: 8/10/2012
Seller's Signature: **TESLA MOTORS, INC.** By: _____ Title: _____ Date: _____

Choosing Arbitration. Either you or we may choose to have any dispute decided by arbitration, and not in court or by jury trial. Any arbitration under this Arbitration Clause will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state law concerning arbitration. Any claim or dispute between you and us or our employees, agents, successors or assigns, which arises out of or relates to this Agreement, the purchase or condition of this Vehicle, or any resulting transaction or relationship (including with third parties who do not sign this Agreement) will, at our election, be resolved by neutral, binding arbitration and not by a court action. You may choose one of the following arbitration organizations and its applicable rules: The American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org); JAMS, 1920 Main St., Ste. 300, Irvine, CA 92614 (www.jamsadr.com); or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Class Action Waiver. 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 arbitrate a class action.

Place of Arbitration. The arbitration hearing will be conducted in the federal district of our corporate headquarters (United States District Court for the Northern District of California).

Costs. We will advance your arbitration fee(s) up to a maximum of \$1,500, which may be reimbursed to us if the arbitrator decides. Each party will be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator.

Confidentiality. "Confidential Information" means any information disclosed by us, our attorneys, experts, agents, employees or similar persons or entities during negotiation, dispute, arbitration, or legal action to obtain injunctive relief or enforce an arbitration order and that is disclosed to you, your attorneys, experts, agents, contractors, or similar persons, or any arbitrator, court, governmental agency or similar person, agency or entity. You understand that (1) the Vehicle being purchased is unique in the marketplace, the result of years of research and development, and (2) the disclosure of our Confidential Information relating to the Vehicle will irreparably harm us, and that (3) we will have no adequate legal remedy. Before you disclose any Confidential Information in any dispute, arbitration, legal action, or appeal, you agree to provide written notice to us and seek an Order that all Confidential Information be filed only under seal, and that any proceeding where Confidential Information may be disclosed will be closed to all persons other than the arbitrator, reporter for the arbitration (if used), court personnel, the parties, their attorneys, experts, and witnesses (when testifying). If you receive an order, subpoena, governmental inquiry, or similar request or demand that seeks the disclosure of Confidential Information, you agree to provide written notice to us within three calendar days. The notice must include a copy of the request or demand (unless prohibited by law). At the conclusion of any negotiation, dispute, arbitration, legal action or appeal, you must return all Confidential Information, including copies, to us or our designee, within five calendar days of our written request. No copies of Confidential Information, in any form, may be retained by you.

Effect of Arbitrator's Decision. The arbitrator's award will be final and binding, except that if the award for a party is \$0, or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration will be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any court having jurisdiction may enter judgment on the arbitrator's award.

Certain Rights Reserved. Neither party waives the right to arbitrate by using self-help remedies or filing suit. This Arbitration Clause will survive the consummation and performance of this Agreement.

Effect of Finding of Non-enforceability. If any part of this Arbitration Clause, other than the waiver of class action rights, is found to be unenforceable for any reason, the remainder will remain enforceable. However, if a waiver of class action rights is found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause will be unenforceable.