

prior to delivery by the seller to the buyer of the motor vehicle described in the conditional sale contract, including the cash, property or thing of value which the buyer deposits with the seller pending execution of a conditional sale contract, which cash, property or thing of value shall be refundable to the buyer in the event a conditional sale contract is not executed, or if the property or thing of value traded in cannot be returned, the cash value thereof.

(g) "Unpaid balance" means the difference between (e) and (f), plus all insurance premiums (except for credit life or disability insurance when the amount thereof is included in the finance charge), which are included in the contract balance.

(h) "Finance charge" means any amount which the buyer agrees to pay to the seller in excess of the unpaid balance.

(i) "Contract balance" means the amount unpaid under the conditional sale contract, which the buyer agrees to pay in installments as originally provided therein, and shall not include amounts for which the buyer may later become obligated under the terms of the contract in connection with insurance, repairs to or preservation of the motor vehicle, preservation of the security interest therein, or otherwise.

(j) "Motor vehicle" means any vehicle required to be registered under the Vehicle Code which is bought for use primarily for personal or family purposes, and does not mean any vehicle which is bought for use primarily for business or commercial purposes.

(k) "Purchase order" means a sales order, car reservation, statement of transaction or any other such instrument used in the conditional sale of a motor vehicle pending execution of a conditional sale contract. The purchase order shall conform to the disclosure requirements of paragraphs 1 to 8, inclusive, and paragraph 10 of subdivision (a) of Section 2982 and Section 2984.1. (Added Stats. 1961, c. 1626, p. 3534, § 4, effective Jan. 1, 1962.)

Sections 6 and 7 of Stats. 1961, c. 1626, p. 3541, read as follows:

"Sec. 6. This act shall take effect on January 1, 1962, and shall not apply to conditional sale contracts executed prior thereto.

"Sec. 7. This act will be known as the Rees-Levering Motor Vehicle Sales and Finance Act."

Former section 2981 repealed by Stats. 1961, c. 1626, p. 3534, § 1. Prior to repeal, the former section was amended by Stats. 1959, c. 1466, p. 3762, § 1.

The 1959 amendment of former section 2981 added after the words insurance premiums in subd. (g) "(except for credit life or disability insurance when the amount thereof is included in the time price differential)". It also added the following clause at the end of subd. (i) "and shall not include amounts for which the buyer may later become obligated under the term of the contract in connection with insurance, repairs to or preservation of the motor vehicle, preservation of the security interest therein, or otherwise."

§ 2982. *Formalities of conditional sales contracts*

(a) *Form; signatures; delivery of copy of contract; contents.* Every conditional sale contract for the sale of a motor vehicle, with or without accessories, shall be in writing and, if printed, shall be printed in type no smaller than six point, and shall contain in a single document all of the agreements of the buyer and seller with respect to the total cost and the terms of payment for the motor vehicle, including any promissory notes or any other evidences of indebtedness. The conditional sale contract or a purchase order shall be signed by the buyer or his authorized representative and by the seller or its authorized representative, and an exact copy thereof shall be furnished the buyer by the seller at the time the buyer and the seller have signed the contract or purchase order. No motor vehicle shall be delivered under this chapter until the seller delivers to the buyer a fully executed copy of the conditional sale contract or purchase order. The seller shall not obtain the signature of the buyer to a contract when it contains blank spaces to be filled in after it has been signed. Every conditional sale contract shall contain, although not necessarily in the sequence or order set forth below, the following separate items.

1. The cash price of the motor vehicle described in the conditional sale contract.

2. The amount of the buyer's down payment, and whether made in cash or represented by the net agreed value of described property traded in, or both, together with a statement of the respective amounts credited for cash and for such property.