**[DEALER LOGO]**

I, , (hereinafter “Customer”) do hereby attest to the following with respect to the equipment which I am offering for trade, identified as (Make),

(Model), (Year), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Serial Number).

**SELECT ONE:**

\_\_\_\_\_\_\_\_\_\_\_ [Customer] represents and warrants that the Equipment’s engine emission controls have not been modified, bypassed or altered in any way. No defeat device, chipping mechanism or other similar emission control device has been installed. [Customer] agrees to defend, indemnify and hold [Dealer] harmless from and against any claims, losses, liabilities, penalties or fines, including reasonable attorney fees, that may be incurred as a result of the installation or existence of any emission control device on the Equipment at the time the Equipment is transferred to [Dealer]. Customer further agrees to pay, upon demand, any cost to return any emission controls to OEM standards.

\_\_\_\_\_\_\_\_\_ [Customer] acknowledges that the Equipment’s engine emission controls have been modified. [Customer] agrees to defend, indemnify and hold [Dealer] harmless from and against any claims, losses, liabilities, penalties or fines, including reasonable attorney fees, that may be incurred as a result of the installation or existence of any emission control device on the Equipment at the time the Equipment is transferred to [Dealer]. Customer further agrees to pay, upon demand, any cost to return any emission controls to OEM standards.

Customer Signature Date