

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE COUNTY, FLORIDA

Case No.

16 CA 1920

WERNER H. SHARP

Plaintiff,

v.

ARMANDO SALINAS an individual and
RV COLLISION AND RESTORATION
OF BUSHNELL, INC a Florida Corporation

Defendants.

2016 NOV 10 PM 2:55
CLERK OF CIRCUIT
AND COUNTY COURT
LAKE COUNTY
TAVARES FLORIDA

COMPLAINT

COMES NOW the Plaintiff, WERNER H. SHARP (hereinafter "Sharp"), by and through his undersigned attorney and sues the Defendants, ARMANDO SALINAS (hereafter "Salinas"), and RV COLLISION AND RESTORATION OF BUSHNELL, INC (hereafter "RVCROB") and states the following:

Jurisdiction, Venue and Parties

1. THAT this is an action for damages in excess of Fifteen Thousand Dollars (\$15,000.00) exclusive of interest, attorney's fees or costs.
2. THAT the Plaintiff, Sharp, is, and has at all times material hereto been, a resident of Lake County, Florida, where this incident occurred.

3. THAT the Defendant Salinas is an individual that, upon information and belief, resides in Lake County, Florida. The titles "Salinas", "Defendant" and/or "Defendants" may be used concurrently and/or interchangeably in this pleading to mean both Salinas and RVCROB jointly as Defendants in this action. This is because, upon information and belief, Salinas is the owner, operator and/or the majority stake-holder of/in RVCROB.
4. THAT the Defendant RVCROB is a corporation that does business in Lake County at the following address: 17736 US Highway 27, Clermont Florida 34715.
5. THAT the physical transfer of the property at issue occurred at 17736 US Highway 27, Clermont, Florida; RVCROB's Lake County location.
6. THAT for the above listed reasons venue is proper in Lake County Florida.

Factual Background

7. THAT Sharp had a pre-existing relationship with Salinas and RVCROB because Salinas/RVCROB had previously performed work on Sharp's Recreational Vehicle (hereafter "RV").
8. THAT in passing, Sharp mentioned to Salinas his desire to sell the RV and Salinas immediately offered to buy it at a discounted rate.
9. THAT, although the 2005 Gulfstream "BT Cruiser" had an original list price of nearly \$70,000 and an approximate current retail of price of \$32,000¹, Salinas' offer appeared to carry with it the benefit of completing the sale

¹ NADA valuation listed as "Exhibit E".

quickly to a seemingly trustworthy buyer. This particular benefit of the bargain (that Salinas proposed) induced Sharp to agree to take \$22,000² for the RV.

10. THAT on June 8, 2016 Sharp delivered his RV³ to Salinas at the Clermont, FL location (17736 US Highway 27, Clermont, Florida) expecting immediate payment of \$7,340⁴.
11. THAT the sale was not a 'consignment' arrangement wherein Sharp could only expect payment after the sale of the RV to a third party. Rather, Sharp expected that Salinas would buy the RV outright upon delivery to RVCROB.
12. THAT Salinas did not tender payment to Sharp upon delivery of the RV but instead promised to fully compensate Sharp in "2-3 weeks" claiming that he (Salinas) would need to complete various tasks and renovations on the RV prior to its re-sale to a third party.
13. THAT these representations about tasks that needed to be completed for some other transaction were new to Sharp. However, Sharp felt as if he had no choice but to acquiesce mostly because, by this time, he had already been induced to part with the RV based on the promises made by Salinas/RVCROB that the deal was still sound and that Sharp would be paid what he was owed.
14. THAT due to the trust that Salinas had previously cultivated with Sharp during their prior working relationship, Sharp, though uneasy, decided to take

² Salinas agreed to pay off the outstanding lien on the RV and tender any difference between the lien amount and the sale price to Sharp.

³ With a VIN# of 1FDXE45524HB4895.

⁴ The sum of \$7340 was reached by subtracting the \$14,660 remaining lien that existed on the RV from the agreed upon sale price of \$22,000.

Salinas at his word and awaited the payment that had been promised. This had the effect of delaying Sharp and ultimately preventing him from having any practical opportunity to stop the sale of the RV to a third party.

15. THAT the transfer of the RV was recorded in a "Notice of Sale and/or Bill of Sale for a Motor Vehicle, Mobile Home, Off-Highway Vehicle or Vessel".
(Attached as **Exhibit A** hereafter referred to as the "Notice of Sale").
16. THAT a scrivener's error caused the Notice of Sale to reflect a total sale price of \$21,000 instead of the correct sum of \$22,000.
17. THAT on June 29, 2016 Sharp still had not been paid. For this reason he called Salinas inquiring about the lack of payment and alerting Salinas to the scrivener's error as to the sale price in the Notice of Sale. Salinas advised that he was seeking a "bank appraisal" on the RV (which he/RVCROB was in possession of) and that he would correct the scrivener's error "at the end".
18. THAT Sharp is unsure of what this phrase meant precisely because there was no condition precedent in the terms of his agreement with Salinas/RVCROB that matched what he was being told now. Sensing something was amiss, Sharp offered to re-take possession of the RV. Salinas refused and assured Sharp that payment was to be forthcoming.
19. THAT nearly two weeks went by and still no money came from Salinas.
20. THAT on July 11, 2016 Salinas gave Sharp a signed check dated "07-11-16" for \$7,340. However, Salinas told Sharp not to cash the check yet because there were insufficient funds in the account upon which the check was issued. Sharp obliged and did not cash the check (Attached herein as **Exhibit B**).

21. THAT on July 21, 2016 an agent (identity presently unknown) from RVCROB called Sharp to tell him that the company still had a “cash-flow crunch” and that Sharp should hold off still further on cashing the check. Again Sharp obliged the Defendants.
22. THAT on or about July 22, 2016 the lien against the RV was apparently paid off by RVCROB however Sharp did not discover this fact until six days later as he had received no word (or money) from Salinas or RVCROB.
23. THAT on July 28, 2016, despite the apparent title transfer, Salinas asked Sharp to continue paying the insurance for the RV and to keep the license plate assigned to Sharp on the vehicle but Sharp refused due to his belief that this action was illegal.
24. THAT on August 1, 2016 a title to the RV was printed. (Florida Highway Safety and Motor Vehicle printout evidencing the same is attached herein as **Exhibit C**).
25. THAT on August 12, 2016 Salinas reneged on the previous promise to tender payment in full and instead made an offer of some lesser sum (\$2,000). Not wishing to agree to something that would have deprived him of the full benefit of his bargain, Sharp declined the offer and demanded to be paid as agreed.
26. THAT on August 13, 2016 Sharp sent Salinas/RVCROB a letter (dated August 12, 2016) advising that if he (Sharp) did not receive full compensation in six days time that he would retain legal counsel and commence taking legal action. (Letter attached herein as **Exhibit D**).

27. THAT on August 19, 2016 Salinas called Sharp and promised to deliver a certified check for the full amount in six days.
28. THAT on August 25, 2016, despite Salinas' promise to deliver a certified check, Sharp was again left empty handed. Making matters worse, Salinas informed Sharp that he would need another week to produce the funds. It was at this point Sharp decided to retain legal counsel.
29. THAT on August 31, 2016 the undersigned counsel was retained by Sharp.
30. THAT on September 2, 2016 counsel for Salinas and Sharp initiated 'first contact' and a preliminary settlement agreement began to take shape.
31. THAT on October 21, 2016 after weeks of negotiations by the parties counsel and just as a resolution was in sight, settlement negotiations broke down when Salinas again failed to tender payment by the mutually agreed upon deadline.
32. THAT upon information and belief, Salinas in his capacity as the proprietor and/or majority interest holder in RVCROB has engaged in exceptionally poor business practices by 'floating' deals in a way that causes the failure of one transaction to have a 'ripple effect' which compromises his other dealings. It is believed that Salinas' approach is akin to that of a person who borrows from one creditor to pay the debts of another until no creditor is willing to lend. This has the effect of causing the last creditor in the 'lending-line' to go empty handed through no fault of its own.
33. THAT Salinas (in his capacity as an agent of RVCROB) made admissions in the form of repeated promises to pay Sharp which remove all doubt as to liability in this action.

34. THAT upon information and belief, Salinas operates a highly successful business with at least two locations and has no legitimate reason for refusing pay Sharp.

Count I.

Violation of the Florida Deceptive and Unfair Trade Practices Act

35. THAT Sharp re-alleges and incorporates all statements made in paragraphs 1-34.

36. THAT The Florida Deceptive and Unfair Trade Practices Act (hereafter “FDUPTA”) contained within Fla. Stat. 501 (with emphasis on subsection 204), prohibits unconscionable, unfair or deceptive acts or practices in the conduct of any trade or commerce.

37. THAT at all times relevant Salinas and/or RVCROB solicited, advertised, offered and provided goods and services by maintaining an RV sales and repair establishment in Lake County, FL. By these acts the Defendants engaged in trade or commerce as defined by Fla. Stat. 501.203.

38. THAT at all times relevant Sharp and the members of his Class were consumers as defined by law. Id.

39. THAT the Defendants acts, as described in paragraphs 7-34 above, constitute unfair and deceptive trade practice. To wit: taking possession and ownership of Sharp’s RV without paying for it as agreed; making repeated representations that, if taken as true, would induce the innocent seller to part with valuable merchandise and operating a business in such a fashion that

innocent third parties are placed at significant financial risk (i.e. 'floating' one sale to subsidize another).

40. THAT as a direct and proximate result of these unfair and deceptive practices, the Plaintiff has been harmed and otherwise damaged.

WHEREFORE the Plaintiff demands a declaratory judgment that the Defendants violated the Act and an injunction enjoining future violations of the Act pursuant to Fla. Stat. 501.211(1). The Plaintiff petitions further for actual damages in accordance with Fla. Stat. 501.211(2) as well as an award of reasonable attorneys' fees and costs pursuant to Fla. Stat. 501.211(2) and 501.2105 and such other relief that this Court deems just and proper.

Count II.

Breach of Simple Contract- Special Assumpsit

41. THAT Sharp re-alleges and incorporates all statements made in paragraphs 1-34.

42. THAT because the Notice of Sale was executed by both parties a contract implied-in-fact exists between Sharp and Salinas/ RVCROB.

43. THAT the instrument was silent on certain elements that entitled Sharp to total compensation amounting to \$22,000. To wit: the time for payment by Salinas to Sharp.

44. THAT by failing to fully compensate Sharp for the RV Salinas has materially breached the contract.

45. THAT a scrivener's error exists within the agreement as to the sale price. To wit, the recorded sale price is \$21,000 whereas the parties agreed to a total price of \$22,000.
46. THAT one element for which Sharp bargained was the timely completion of the sale. The logic being that Salinas purported to be a buyer who had 'cash in hand'. In the present case, not only was the transaction not conducted quickly but it has evolved into a 'seller's nightmare' that now requires the Court's involvement. Therefore, Sharp has been deprived of one of the benefits of the bargain he struck.
47. THAT Sharp's assertion that the actual agreed upon sale price was \$22,000 is supported by the Defendant's decision to issue a check for \$7,340. This sum equals the difference between \$22,000 selling price and the outstanding lien amount of \$14,660.
48. THAT Sharp requests remedies either in equity or in law depending on the current status of the RV.
49. THAT if the Defendant(s) are still in possession of the RV, Sharp seeks its return along with actual and compensatory damages for court costs, insurance, statutory interest, titling fees and any other expense that would be required to lawfully take title and possession of the RV.
50. THAT if the RV is no longer in the Defendant's possession, Sharp seeks monetary damages that will make him whole including his actual and compensatory damages including all costs associated with filing this action as

well as insurance premiums paid prior to titling, court costs, statutory interest, and any other award that the Court deems fair and just.

51. THAT because Sharp was deprived of the benefit of having an expedient sale, he has been deprived of one of the key, bargained for elements of the agreement with Salinas and therefore would also seek monetary damages in the amount of \$10,000 which is the approximate cost difference between the initially agreed upon sale price and the \$32,000 average current retail price of the RV as assessed by the National Automobile Dealers Association (hereafter NADA). (Valuation sheet attached herein as **Exhibit E**).

WHEREFORE the Plaintiff requests judgment for costs and damages against the Defendants including actual, compensatory and punitive as well as any other remedy that the Court deems fair and just.

Count III.

Unjust Enrichment- General Assumpsit

52. THAT Sharp re-alleges and incorporates all statements made in paragraphs 1-34.

53. THAT should the Court determine that no valid contract exists the Plaintiff does plead in the alternative that Salinas and RVCROB received a Sharp's RV and has been enriched by its receipt without having tendered full and fair consideration to Sharp.

54. THAT such an exchange is unjust and that Salinas and/or RVCROB has breached a contract that has been implied in law.
55. THAT the average current retail value of the RV is listed by NADA as being approximately \$32,000.
56. THAT Sharp would have reasonably stood to gain \$32,000 if he had sold his RV to someone other than Salinas.
57. THAT one of the primary benefits of the initial bargain was an expedited sale.
58. THAT in a particularly tragic twist for Sharp, not only was he deprived of a 'quick' sale through no fault of his own, but he has had to engage the services of an attorney to initiate litigation. This amounts to the 'worst case scenario' for any private seller.
59. THAT if the Defendant(s) are still in possession of the RV, Sharp seeks its return along with actual and compensatory damages for court costs, insurance, statutory interest, titling fees and any other expense that would be required to lawfully take title and possession of the RV.
60. THAT if the RV is no longer in the Defendant's possession, Sharp seeks monetary damages that will make him whole including his actual, compensatory and expected damages including all costs associated with filing this action as well as court costs, insurance premiums paid prior to titling, statutory interest and any other award that the Court deems fair and just.

WHEREFORE the Plaintiff requests judgment for costs and damages against the Defendants including actual, compensatory and punitive as well as any other remedy that the Court deems fair and just.

Count IV.

Negligent Misrepresentation

61. THAT Sharp re-alleges and incorporates all statements made in paragraphs 1-34.
62. THAT the Defendants made a misrepresentation of material fact that he believed to be true but was in fact, false. To wit: That Salinas and/or RVCROB was able and willing to purchase the RV for the price agreed upon.
63. THAT the Defendants were negligent in making the statement because they should have known that the misrepresentation with respect to his ability to pay the Plaintiff was false.
64. THAT the Defendants intended to induce the Plaintiff to rely and act on the misrepresentation by repeatedly assuring Sharp that payment would be forthcoming and declining Sharp's early (read: timely) offer to re-possess the RV (and effectively mitigate most of Sharp's losses).
65. THAT the Plaintiff justifiably relied on the Defendants statements because of the pre-existing professional relationship that had left no concern in the Plaintiff's mind until it was too late.
66. THAT the Plaintiff suffered injury by justifiably relying on the misrepresentation in that he has been deprived of an expedited sale, lost profits on the reasonable expected sale price of the RV to another buyer,

insurance premium payments, depreciation, statutory interest, attorneys fees and other costs of litigation as well as pain and suffering originating from the entire affair.

WHEREFORE the Plaintiff requests judgment for costs and damages against the Defendants including actual, compensatory and punitive as well as any other remedy that the Court deems fair and just.

Count V.

Breach of the Implied Covenant of Good Faith and Fair Dealing

67. THAT Sharp re-alleges and incorporates all statements made in paragraphs 1-34.
68. THAT the Plaintiff and the Defendants were all parties to a simple written contract (the "Notice of Sale").
69. THAT the contract was ambiguous as to the permissibility or scope of the conduct by the Defendants. To wit: the specific timeframe for payment by the Defendant to the Plaintiff.
70. THAT the Defendants consciously and deliberately failed, or refused to discharge, their respective contractual obligation to afford the Plaintiff the benefit of tendering payment in full so as to provide necessary consideration on an expedited timeline.
71. THAT this behavior on the part of the Defendants unfairly frustrated the intrinsic purpose of the contract and disappointed the Plaintiff's expectations.

72. THAT by creating a delay of more than five months as of the date of this filing, as well as refusing to pay all sums owed, the Defendants have not only completely deprived the Plaintiff of one of the primary benefits of the bargain (an expedited sale) but have also caused the Plaintiff to unexpectedly expend considerable sums of money in the process.

73. THAT such action has had the effect of causing the Defendants to breach their contractual duties to the Plaintiff.

74. THAT the Plaintiff has suffered damages as a direct and proximate result of the Defendants actions in this matter.

WHEREFORE the Plaintiff requests judgment for costs and damages against the Defendants including actual, compensatory and punitive as well as any other remedy that the Court deems fair and just.

Plaintiff's Notice of Intent to Seek Punitive Damages

75. THAT upon information and belief the Defendants had actual knowledge as to the wrongfulness of their actions as well as the high probability that the Plaintiff would suffer considerable damage and/or injury and that the Defendants took these actions anyway.

76. THAT upon information and belief, the Defendants actions were grossly negligent in that 'floating' one sale to support another is intrinsically reckless and evidences conscious disregard for the rights of the Plaintiff who has ultimately been left with neither his property nor his money as a direct result.

77. THAT pursuant to Fla. Stat. 768.72 the Plaintiff tenders notice of his intent to seek punitive damages against the Defendants for any and all counts that warrant such remedy.

WHEREFORE the Plaintiff, Werner H. Sharp respectfully requests that this Court award him damages, costs and attorneys fees as enumerated above or as is otherwise deemed to be fair and just by this Court.

Demand for Jury Trial

The Plaintiff, Werner H. Sharp, does hereby demand a trial by a jury on all issues so triable.

Dated: November ^{10th} 10, 2016



ZACHARY J. MCCORMICK
Florida Bar No.: 086137
Zach McCormick Attorney at Law, PLLC
P.O. Box 1116
210 N. Texas Ave.,
Tavares, FL 32778
(352) 742-7474
Zach@zjmlaw.com

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES - DIVISION OF MOTORIST SERVICES

SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE

www.fhsmv.gov/offices/

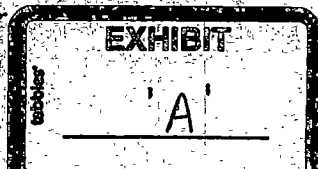
Notice of Sale and/or Bill of Sale for a Motor Vehicle,
Mobile Home, Off-Highway Vehicle or Vessel

- Notice of Sale (Seller must complete sections 1 & 3). The purchaser's signature in section 3 is optional.
- Bill of Sale (Seller and purchaser must complete sections 1, 2 (when applicable) & 3).

1. Motor Vehicle, Mobile Home, Off-Highway or Vessel Description				
Year 2005	Make/Manufacturer Gulfstream	Body Type	Model S290 BT CIVIC	Color
Certificate of Title Number 91396762		Vehicle/Vessel Identification Number 1FD7E45S24HB4895		
I/we do hereby sell or have sold and delivered the above described motor vehicle, mobile home, off-highway vehicle or vessel to:				
Print Name(s) of Purchaser(s) Rv Collision and Restoration of Bushnell				
Address 2540 W CR 410		City Bushnell	State FL	Zip Code 33513
Date of Sale 6-8-16	Selling price \$ 2,000			
2. Odometer Disclosure Statement (Required For a Motor Vehicle)				
Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.				
WE STATE THAT THIS MOTOR VEHICLE'S <input type="checkbox"/> 5 DIGIT OR <input type="checkbox"/> 6 DIGIT ODOMETER NOW READS <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> .xx (NO TENTHS) MILES, DATE READ _____, AND WE HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE THE ODOMETER READING:				
<input type="checkbox"/> 1. REFLECTS THE ACTUAL MILEAGE. <input type="checkbox"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. <input type="checkbox"/> 3. IS NOT THE ACTUAL MILEAGE.				
Affidavit (When applicable):				
3. Certification				
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.				
Seller's Signature		Seller's Printed Name WERNER Henry Sharp		Date 6-8-16
Seller's Address 2851 Mapleton Lane		City Mount Dora	State FL	Zip Code 32757
Co-Seller's Signature (when applicable)		Co-Seller's Printed Name (when applicable)		Date
Co-Seller's Address (when applicable)		City	State	Zip Code
Purchaser's Signature AGENT		Purchaser's Printed Name Armando Salinas AGENT		Date 6-8-16
Co-Purchaser's Signature (when applicable)		Co-Purchaser's Printed name (when applicable)		Date

WILL NOT CHANGE UNTIL THE PURCHASER ARRIVES AT THE OFFICE OF THE LOCAL TAX COLLECTOR OFFICE.

CHECK YOUR LOCAL PHONE BOOK GOVERNMENT PAGES OR VISIT THE FOLLOWING WEBSITE FOR
<http://www.fhsmv.gov/offices/>



001960

BANK OF AMERICA
69-4030

RV COLLISION AND RESTORATION
OF BUSHNELL, INC.
2540 W. County Road 48
Bushnell, FL 33513-8386
352-569-5870

07-11-16

\$ 7340.00

DOLLARS

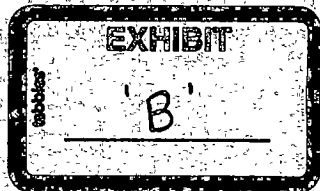
PAY TO THE
ORDER OF

Warner Steep

Seven thousand three hundred forty 100/100

VOID AFTER 60 DAYS

FOR 2005 BT CRUISER



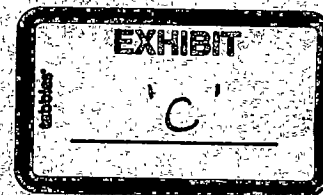
Vehicle Information Check

Vehicle Information:			
Vehicle Identification Number:	1FDXE45S24HB48915	Year/Make:	2005 GULFSTREAM COACH, INC
Previous Title State:	FLORIDA	Registration Expiration Date:	12/31/2016
Title:	91396762	Title Issue Date:	3/10/2014
Title Status:	ACTIVE	Title Print Date:	8/1/2016
Odometer Reading/Status:	43,959 ACTUAL MILEAGE	Odometer Date:	2/24/2014
Color:	WHITE	Vehicle Type:	AUTO
Net Weight:	12,038	Owner Information:	1 owner
Paper Title		Salvage:	
Brands:			

Lien Information
There is no lien on this vehicle.

If any of the information on this record needs to be corrected, please contact your tax collector and complete appropriate paperwork to update the record.

If you have lost or misplaced your title and need to apply for a duplicate, [click here](#) for the form and instructions.



Mr. Armando, General Manager

August 12, 2016

RV Collision and Restoration

17736 US Highway 27

Clermont, FL 34715

Dear Mr. Armando

In our original discussion with regard to the sale of my 2005 Gulf Stream BT Cruiser (6/8/16), you indicated that the deal would be closed and the cash available to me in two weeks. Since that time we have had several discussions and you provided me a check (7/11/16) with the balance of \$7340.00 owed to me. This morning I received a phone call from a member of your staff indicating that the balance was not available today as promised last Friday. I can no longer handle these indefinite delays. If the balance is not available to me in one week (8/19/16), I am turning this issue over to my lawyer. Thank you.

Best Regards

Werner H. Sharp

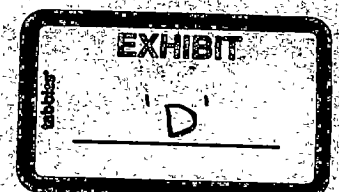
2851 Mapleton Lane

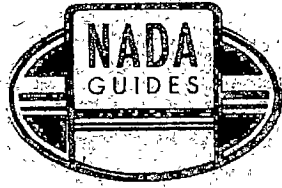
Mount Dora, FL 32757

cc: Port and Company

5730 Commons Park Drive

East Syracuse, NY 13057-9400





NADAguides Price Report

11/2/2016

2005 Gulf Stream Conquest B-Tourng Cruiser Series M-5290- Ford

Values

	Suggested List Price	Low Retail	Average Retail
Base Price	\$68,823	\$21,050	\$25,350
Mileage: 55,000 (+15%)		\$3,158	\$3,802
Options:			
15" Flat Panel TV		\$185	\$225
32" Flat Screen TV		\$475	\$575
6-Way Power Seat (Each)		\$120	\$145
Luggage Rack and Ladder		\$50	\$60
Mirrors (Power W/Defrost)		\$116	\$140
Rear Vision Camera/Monitor		\$370	\$450
Tilt Wheel		\$45	\$50
Trailer Hitch		\$50	\$60
Vinyl Graphics		\$830	\$1,000
TOTAL PRICE:	\$68,823	\$26,449	\$31,857

Value Explanations

Prices shown are retail consumer values and to be considered as selling prices. Trade-in values are to be determined by local dealers and are generally lower than values shown.

Suggested List — The value listed reflects the approximate price of the unit when it is brand new. The prices listed are furnished by the manufacturer and are assumed to be correct. The list price does not include freight charges.

Low Retail Value — A low retail unit may have extensive wear and tear. Body parts may have dents and blemishes. The buyer can expect to invest in cosmetic and/or mechanical work. This vehicle should be in safe running order. Low retail vehicles usually are not found on dealer lots. **Low retail is not a trade-in value.**

Average Retail Value — An average retail vehicle should be clean and without glaring defects. Tires and glass should be in good condition. The paint should match and have a good finish. The interior should have wear in relation to the age of the vehicle. Carpet and seat upholstery should be clean, and all power options should work. The mileage should be within the acceptable range for the model year.

An Average Retail vehicle on a dealer lot may include a limited warranty or guarantee, and possibly a current safety and/or emission inspection (where applicable).

<https://www.nadaguides.com/RVs/2005/Gulf-Stream/M-5290-Ford/3043070/Values/Print> 11/2/2016

