

VEHICLE PURCHASE AND SALE AGREEMENT

THIS VEHICLE PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into as of _____ (“**Effective Date**”), and is by and between _____ (“**Seller**”), and _____ (“**Buyer**”). Buyer and Seller are sometimes referred to herein as the “**Parties**”.

WHEREAS, Seller is the owner of the Vehicle (as hereinafter defined).

WHEREAS, upon the terms and conditions set forth herein, Buyer desires to purchase and acquire the Vehicle from Seller, and Seller desires to sell the Vehicle to Buyer.

NOW, THEREFORE, in consideration of the foregoing, and the terms, covenants, and conditions contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Description of the Vehicle**. The Vehicle is described as follows:

Vehicle Identification Number (VIN): _____

Make: _____

Model: _____

Color: _____

Year: _____

Odometer (as of the date of this Agreement): _____

Body Type: _____

State in which Tags are issued: _____

Lien Status: Vehicle shall be conveyed free and clean or all liens and lienholders. Seller shall be responsible for any late fees or penalties which exist as of the transfer date hereunder (the “**Transfer**”).

2. **Purchase Price**. The total purchase price for the Vehicle (“**Purchase Price**”) shall be: \$ _____. The Purchase Price consists of a down payment, payable by Buyer to Seller on or before the date of execution of this Agreement, in the amount of \$ _____, and the balance of the Purchase Price shall be due and payable to Seller upon the Transfer. Unless otherwise agreed by Seller, the Purchase Price shall be paid to Seller in immediately-available certified funds (money order or cashier’s check).



3. **The Transfer.** The Transfer of the Vehicle to Buyer shall occur on _____, or such other date as the Parties may mutually agree. The Parties shall cooperate with one another to effectuate the Transfer, including meeting together on the designated date at a Department of Motor Vehicles office (or the office of a suitable DMV agent), for purposes of effectuating the transfer of title and registration of the Vehicle to Buyer. All transfer fees and transfer taxes shall be paid by Seller. Upon Transfer, Buyer shall be provided the keys to the Vehicle and possession of the Vehicle. Buyer acknowledges and agrees that upon Transfer, Buyer shall be responsible for insuring the Vehicle and for maintaining its license, tags, and plates, and Seller shall have no further liability for insuring the Vehicle or maintaining license, tags, or plates from and after the Transfer.

4. **No Warranty.** Except as otherwise expressly provided herein, the Vehicle is sold by Seller to Buyer on an as-is/where-is basis, with no representation or warranty whatsoever, whether express or implied. Any manufacturer's warranties (if any) shall not transfer to Buyer.

5. **Odometer.** To the best of Seller's knowledge, the odometer reading on the Vehicle is true and accurate and has not been altered or tampered with.

6. **Disclosures.**

a. Seller hereby discloses to Buyer that Seller is aware of the following accidents in which the Vehicle has been involved, and Seller is not aware of any other accidents relating to the Vehicle: _____

b. Seller hereby discloses to Buyer that Seller is aware of the following damage or defect relating to the Vehicle: _____

7. **Modification of Agreement.** No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing and executed by the party against whom enforcement of the waiver is sought.

8. **Entire Contract.** This Agreement constitutes the entire contract between the parties regarding the Vehicle and supersedes any other prior or contemporaneous discussions, understandings, and agreements regarding the Vehicle.

9. **Inurement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns, if any.

10. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Vehicle is titled.



11. **Counterparts; Pdf Signature.** This Agreement may be executed simultaneously or in counterparts, each of which counterpart shall be deemed an original, but all of which, when taken together, shall constitute one and the same Agreement. Pdf or other electronic signatures and/or electronically transmitted pdf files of this Agreement are valid and carry the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties have executed this Vehicle Purchase and Sale Agreement to be effective as of the Effective Date.

SELLER:

By: _____

Name: _____

Title: _____

BUYER:

By: _____

Name: _____

Title: _____

