

# VEHICLE PURCHASE AND SALE AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## **Seller Information:**

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## **Buyer Information:**

Full Name: \_\_\_\_\_

Government ID / Driver License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## **Vehicle Information:**

Make/Model: \_\_\_\_\_

Year of Manufacture: \_\_\_\_\_

Vehicle Identification Number (VIN): \_\_\_\_\_

Odometer Reading: \_\_\_\_\_

Color: \_\_\_\_\_

Title/Registration Number: \_\_\_\_\_

## **Purchase Price and Payment Terms:**

Purchase Price: \_\_\_\_\_ USD

Payment Method and Schedule: \_\_\_\_\_

### **Clause 1 – Purpose of Agreement**

Seller agrees to sell and Buyer agrees to purchase the vehicle described above (the "Vehicle") on the terms and conditions set forth in this Agreement. Seller represents that Seller has full right and authority to sell the Vehicle and that no third party consent is required.

### **Clause 2 – Condition; AS-IS; NO WARRANTIES**

The Vehicle is sold AS-IS, WHERE-IS, with all faults and without any express or implied warranties, including but not limited to any warranty of merchantability or fitness for a particular purpose. Buyer has had the opportunity to inspect the Vehicle and accepts its condition subject only to rights set forth herein.

### **Clause 3 – Delivery and Acceptance**

Seller shall deliver the Vehicle to Buyer at the agreed location. Risk of loss passes to Buyer upon delivery. Buyer shall accept the Vehicle upon delivery unless it materially differs from the description herein.

### **Clause 4 – Title and Registration**

Seller shall provide Buyer with a valid, transferable title free of all liens and encumbrances at Closing. Buyer is

responsible for all registration, titling, taxes, and fees associated with the Vehicle after Closing.

**Clause 5 – Purchase Price and Payment**

The total Purchase Price for the Vehicle is as set forth above. Buyer shall pay the Purchase Price by mutually agreed method at Closing. Any deposit paid is non-refundable except as expressly provided herein.

**Clause 6 – Representations and Warranties of Seller**

Seller represents that: (a) Seller is the sole owner of the Vehicle and has the legal right to sell it; (b) the Vehicle has no undisclosed liens, encumbrances, or claims; (c) the odometer reading is true and accurate to the best of Seller's knowledge; (d) to Seller's knowledge, the Vehicle is not stolen; and (e) Seller has disclosed all known material defects.

**Clause 7 – Inspections and Test Drives**

Buyer has had an opportunity to inspect and test drive the Vehicle prior to execution of this Agreement. Any concerns or defects must be disclosed in writing prior to Closing.

**Clause 8 – Default**

If Buyer fails to perform any obligation under this Agreement, Seller may terminate and retain any deposit as liquidated damages. If Seller defaults, Buyer may seek specific performance or damages.

**Clause 9 – Governing Law and Venue**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_, without regard to conflict-of-law principles. Venue for any dispute shall be in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 10 – Entire Agreement; Amendments**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations. Any amendment must be in writing and signed by both parties.

**Clause 11 – Severability**

If any provision is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Clause 12 – Notices**

All notices shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the addresses stated herein, or such other address as a party may designate.

**Clause 13 – No Waiver**

Failure or delay to enforce any right shall not constitute a waiver of such right.

**Clause 14 – Counterparts; Electronic Signatures**

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

**Clause 15 – Indemnification**

Seller agrees to indemnify and hold Buyer harmless from any claims arising before Closing. Buyer agrees to indemnify Seller from claims arising after Closing.

**Clause 16 – Taxes, Fees, and Costs**

Buyer is responsible for all taxes, fees, and costs related to transfer and ownership of the Vehicle following Closing.

**Clause 17 – Assignment**

Neither party may assign this Agreement without prior written consent of the other.

**Clause 18 – Survival**

All representations, warranties, and covenants shall survive Closing.

**Clause 19 – Dispute Resolution**

The parties agree to attempt to resolve disputes through good faith negotiation prior to litigation.

**Clause 20 – Execution**

The parties have executed this Agreement as of the date first written above.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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