

# USED CAR SALE AND PURCHASE 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: \_\_\_\_\_

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

Odometer Reading (miles): \_\_\_\_\_

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

License Plate Number: \_\_\_\_\_

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

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

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

### **Clause 1 – Agreement to Sell and Purchase**

Seller agrees to sell and Buyer agrees to purchase the vehicle described above subject to the terms and conditions contained herein.

### **Clause 2 – Condition of Vehicle; AS-IS WHERE-IS**

The Vehicle is sold AS-IS, WHERE-IS, without any warranty, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, except as expressly stated in this Agreement. Buyer acknowledges having had the opportunity to inspect the Vehicle and accepts its condition accordingly.

### **Clause 3 – Title and Ownership**

Seller represents that Seller is the lawful owner of the Vehicle and has full right and authority to sell it. The Vehicle is free from all liens, encumbrances, and claims except any disclosed in writing to Buyer.

### **Clause 4 – Odometer Disclosure**

Seller certifies that the odometer reading stated above reflects the actual mileage of the Vehicle to the best of Seller's knowledge and that the odometer has not been altered, set back, or disconnected while in Seller's possession.

**Clause 5 – Delivery and Risk of Loss**

Risk of loss or damage to the Vehicle passes to Buyer upon physical delivery. Delivery shall occur at a mutually agreed location. Until delivery, Seller shall maintain the Vehicle in substantially the same condition.

**Clause 6 – Payment Terms**

Buyer shall pay the Purchase Price as specified. Payment shall be made in full by wire transfer, cashier's check, or other agreed method at or before delivery.

**Clause 7 – Taxes, Fees, and Costs**

Buyer is responsible for all sales, use, excise taxes, registration fees, and any governmental charges related to the transfer and ownership of the Vehicle after the sale.

**Clause 8 – Representations and Warranties**

Seller disclaims any warranties except those expressly provided herein. Buyer acknowledges reliance solely on Buyer's own examination and investigation of the Vehicle.

**Clause 9 – Indemnification**

Buyer and Seller agree to indemnify and hold each other harmless from any claims, damages, or expenses arising from breaches of this Agreement or misrepresentations.

**Clause 10 – Default and Remedies**

If Buyer defaults, Seller may retain any deposit as liquidated damages and pursue other remedies available by law. If Seller defaults, Buyer may seek return of deposits and pursue remedies including specific performance.

**Clause 11 – Entire Agreement**

This Agreement constitutes the entire agreement between parties and supersedes all prior discussions and agreements. No modifications are valid unless in writing and signed by both parties.

**Clause 12 – Severability**

If any provision is found invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

**Clause 13 – Governing Law and Venue**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_. Parties consent to the exclusive jurisdiction of courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 14 – Notices**

All notices under this Agreement shall be in writing and delivered by hand, certified mail, recognized courier, or email with confirmation to the addresses provided herein.

**Clause 15 – Signatures; Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one Agreement.

**SELLER'S SIGNATURE**

**BUYER'S SIGNATURE**

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

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

Original source of this document:

<https://contracttemplate-us.com/used-car-sale-contract/>

Did you find this template helpful?

Find more updated templates at:

<https://contracttemplate-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.  
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.  
It is recommended to consult a legal professional for each specific case.