

# AUTOMOBILE 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: \_\_\_\_\_

Title Number and State of Title: \_\_\_\_\_

## **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, including all keys, accessories, manuals, and documents on the terms set forth in this Agreement. Seller represents that Seller has full right, title, and authority to convey the vehicle and that no third party consent is required other than as expressly stated herein.

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

Except as expressly stated in writing in this Agreement, the vehicle is sold AS-IS, WHERE-IS, with all faults, and without any express or implied warranties, including without limitation any implied warranties of merchantability or fitness for a particular purpose under applicable law. Buyer acknowledges having had the opportunity to inspect the vehicle and accepts the condition subject only to rights provided in any inspection or warranty clauses herein.

### **Clause 3 – Equipment, Accessories, and Documentation**

At Closing, Seller shall deliver all keys, accessories, and any equipment currently part of the vehicle, together with all available documentation including state title, registration, manuals, maintenance records, and invoices. Any exclusions shall be detailed in an attached Schedule which is incorporated herein.

### **Clause 4 – Seller’s Representations and Warranties**

Seller represents and warrants that: (a) Seller is the sole legal and beneficial owner of the vehicle with good and marketable title; (b) the vehicle is free and clear of all liens, security interests, encumbrances, or charges; (c) the VIN and identifying numbers are true and correct and have not been altered; (d) to Seller's knowledge, the vehicle is not stolen and is not subject to any pending claim or litigation; and (e) Seller has disclosed to Buyer all material defects known to Seller. These warranties survive Closing as permitted by law.

#### **Clause 5 – Inspection and Test Drive**

Buyer has the right to inspect and test drive the vehicle prior to Closing at Buyer's expense. If the inspection discloses a material defect not previously disclosed, Buyer may terminate this Agreement by written notice within a reasonable period and receive a refund of any deposit, less actual costs incurred. Failure to timely terminate will be deemed acceptance of the vehicle condition.

#### **Clause 6 – Risk of Loss and Delivery**

Risk of loss, damage, or destruction passes to Buyer upon physical delivery of the vehicle to Buyer or Buyer's designee at the agreed delivery location. Delivery shall occur on or before a mutually agreed date. Until delivery, Seller shall bear all risks and maintain the vehicle in substantially the same condition as at execution, ordinary wear and tear excepted.

#### **Clause 7 – Purchase Price, Deposit, and Payment**

The total Purchase Price is \_\_\_\_\_ USD. Buyer shall pay a deposit of \_\_\_\_\_ USD (if any) upon execution, to be applied toward the Purchase Price at Closing. The balance shall be paid by wire transfer, cashier's check, or other immediately available funds acceptable to Seller at Closing. Any escrow arrangement shall be set forth in a separate writing.

#### **Clause 8 – Taxes, Fees, and Registration**

Buyer is responsible for all sales, use taxes, registration fees, title transfer, and any governmental fees arising from the purchase and post-Closing ownership. Seller is responsible for costs required to release any existing liens or encumbrances and to provide payoff or lien release documentation at or before Closing.

#### **Clause 9 – Liens and Encumbrances**

Seller shall convey the vehicle free and clear of all liens and encumbrances. If any pre-Closing lien or claim is discovered after Closing relating to Seller's ownership period, Seller shall promptly discharge it and indemnify Buyer for any resulting costs or damages.

#### **Clause 10 – Title and Closing Deliverables**

At Closing, Seller shall deliver: (a) the original state title duly assigned to Buyer; (b) lien releases and payoff letters as applicable; (c) a notarized bill of sale in the form required by applicable laws; and (d) valid government-issued identification of the signing parties. Buyer shall deliver the balance of the Purchase Price and any other required documents.

#### **Clause 11 – Maintenance and Care Prior to Closing**

Seller shall maintain the vehicle in substantially the same condition as at execution until delivery, performing reasonable upkeep and notifying Buyer of any material adverse changes. Buyer shall have the right to a final inspection at delivery.

#### **Clause 12 – Insurance and Transport**

Unless otherwise agreed, Buyer shall arrange and pay for insurance effective from risk transfer and for transportation after delivery. Costs and risks of any pre-Closing relocation shall be borne by the requesting party unless otherwise agreed.

**Clause 13 – Personal Information**

The parties shall process each other's personal data solely to negotiate, execute, and perform this Agreement and comply with legal obligations. Reasonable safeguards complying with applicable U.S. laws shall be used.

**Clause 14 – Confidentiality**

The terms of this Agreement and any non-public information exchanged shall be confidential, disclosed only to professional advisors, lenders, insurers, or governmental authorities as required by law or with prior consent.

**Clause 15 – Default and Remedies**

If Buyer materially breaches and fails to cure within a reasonable period after notice, Seller may terminate and retain deposits as liquidated damages without prejudice to other remedies. Similarly, if Seller breaches and fails to cure, Buyer may terminate and seek return of deposits and costs or pursue other remedies.

**Clause 16 – Severability**

If any provision is held invalid, illegal, or unenforceable, the remaining provisions shall remain fully effective, and the invalid provision shall be replaced with a valid provision closest to the original intent.

**Clause 17 – Entire Agreement; Amendments**

This Agreement, including attached Schedules and escrow instructions, constitutes the entire agreement and supersedes prior negotiations. Amendments or waivers must be in signed writing to be effective.

**Clause 18 – Notices**

All notices shall be in writing and deemed given when delivered by hand, overnight courier, certified mail return receipt requested, or electronic means confirming receipt, to the addresses set forth herein or as updated by notice.

**Clause 19 – Governing Law; Venue; Jury Trial Waiver**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_ without regard to conflict-of-law principles. The parties consent to exclusive jurisdiction and venue in state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**Clause 20 – Signatures; Counterparts; Attachments**

This Agreement may be executed in counterparts, including electronically and PDF copies, all constituting one instrument. The following Schedules are incorporated by reference: (i) Equipment and Accessories; (ii) Inspection Terms; (iii) Payoff/Lien Releases; (iv) Proof of Payment. 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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