Purchase Price. The total purchase price to be paid by Buyer to Seller for the

ii.

this agreement.)

Down-payment: $\_\_\_\_\_\_\_\_\_\_ (Due to Seller on or before execution of

i.

(U.S.) (hereinafter "Purchase Price") consisting of the following components:

Acquired Vehicle is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_\_)

1.

Payment Due at Delivery of Vehicle to Buyer: $\_\_\_\_\_\_\_\_\_\_

B.

**Consideration.**

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

7.

1.

fails to appear at Seller's premises on or before the Delivery Date to accept

Date to remove the Acquired Vehicle from Seller's premises. However, if Buyer

at Seller's premises during standard business hours on or before the Delivery

agreement). It is Buyer's duty, either in person or through a third party to appear

inspected by the Buyer (or, if no Buyer inspection, the execution date of this

ensure that the Acquired Vehicle is delivered in the same condition as when last

to be made at a date after the execution of this contract, it is Seller's duty to

through a third party) on or before \_\_\_\_\_\_\_\_\_\_ ("Delivery Date"). If delivery is

Buyer shall take possession of same, at Seller's premises (either in person or

Delivery of Acquired Vehicle. Seller shall deliver the Acquired Vehicle, and

Miles: \_\_\_\_\_\_\_\_\_\_

C.

**Delivery of Acquired Vehicle and Conveyance of Title**

certified check in payment of the Purchase Price.

Seller. Buyer must receive permission in advance from Seller for use of a non-

Seller in cash, by certified check, or through another instrument acceptable to

The "down-payment" and “payment due at delivery” are to be made by Buyer to

A.

**Description of Acquired Vehicle.**

the Parties as set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

IN CONSIDERATION of the mutual promises and other valuable consideration exchanged by

**TERMS AND CONDITIONS**

terms and conditions set forth below; and, therefore,

WHEREAS, Buyer desires to purchase the Acquired Vehicle offered for sale by Seller under the

Vehicle", under the terms and conditions set forth below;

WHEREAS, Seller desires to sell the vehicle described below, known herein as the "Acquired

**BACKGROUND**

Buyer and Seller shall collectively be known herein as "the Parties".

"Seller") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter known as "Buyer").

among \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter known as

THIS VEHICLE SALES AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and

6.

Year: \_\_\_\_\_\_\_\_\_\_

5.

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

4.

**VEHICLE SALES AGREEMENT**

Body Type: \_\_\_\_\_\_\_\_\_\_

3.

Model: \_\_\_\_\_\_\_\_\_\_

2.

Make: \_\_\_\_\_\_\_\_\_\_

1.

other side), the non-breaching party shall be indemnified by the breaching party for its

. This Agreement, including the attachments mentioned in the body as

H.

**Integration**

not include lost profits.

of-pocket costs", as used in this contract, shall

otherwise possessed in law or equity relative to a breach of this contract. The term "out-

warranties). This provision shall not limit in any way the remedies either party may have

precipitated by, the breach of this contract (including the breach of representations or

reasonable attorneys fees and out-of-pocket costs which in any way relate to, or were

incorporated by reference, sets forth the entire agreement between the Parties with regard

materially breach this agreement (including representations and warranties made to the

Should any party

G.

**Indemnification of Attorneys Fees and out-of-pocket costs.**

Agreement.

waived or impaired by any investigation made by or knowledge of the other party to this

writing. No representation or warranty contained herein shall be deemed to have been

is untrue, it is under a duty to promptly disclose this information to the other party in

of this agreement. If either party later learns that a warranty or representation that it made

provision shall be deemed invalid due to its scope or breadth, such provision shall be

as a modification or termination of the agreement contained herein.

Parties. Further, the physical destruction or loss of this document shall not be construed

only upon the written and signed agreement of the

modified, superseded, or voided

. Except as otherwise provided in this document, this agreement may be

J.

**Modification**

deemed valid to the extent of the scope and breadth permitted by law.

contained in this Agreement (if any) shall continue in full force and effect after execution

remaining provisions of this Agreement shall then continue in full force and effect. If any

as not to cause the invalidity or unenforceability of the remainder of this Agreement. All

or unenforceable, that provision shall be severed from the remainder of this Agreement so

. In the event any provision of this Agreement is deemed to be void, invalid,

I.

**Severability**

superseded by this agreement. This is an integrated agreement.

or implied, oral or written, with respect to the subject matter hereof, are hereby

to the subject matter hereof. All prior agreements, representations and warranties, express

**implied warranties of merchantability or of fitness for a particular purpose.**

**impliedly, give any warranties to Buyer. Seller expressly disclaims any**

**This vehicle is sold "AS IS", and Seller does not in any way, expressly or**

1.

Warranties.

D.

2.

**Representations, Warranties, and Disclosures**

Acquired Vehicle to Buyer.

by Buyer which are necessary to finalize transfer of title and registration upon the

vehicle to Buyer. Seller agrees and covenants to execute all documents presented

Conveyance of Title. Seller shall convey title to Buyer upon delivery of the

**2.**

Delivery Date.

**Buyer's Responsibility −− Insurance and Tags**

. All representations and warranties

F.

**Continuation of Representations and Warranties**

Acquired Vehicle to, and the acceptance of, by Buyer.

maintained by Seller on the Acquired Vehicle shall be canceled upon delivery of the

prohibited by applicable law, any insurance coverage, license, tags, plates or registration

. Buyer acknowledges that unless

E.

possession of the Acquired Vehicle, then risk of loss passes to the Buyer on the

so on behalf of Buyer.

Buyer hereby represents to Seller that he or she has the power and authority to do

. The individual signing this agreement on behalf of

3.

**Buyer Representation**

reflects the actual mileage of the vehicle described herein.

Vehicle now reads \_\_\_\_\_\_\_\_\_\_miles and to the best of Seller's knowledge it

Odometer Declaration. Seller hereby states that the odometer in the Acquired

**SELLER**

**BUYER**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20\_\_

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20\_\_

hereby agree that the courts of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall have

K.

. Each party acknowledges that he or she has had an adequate

opportunity to read and study this Agreement, to consider it, to consult with attorneys if

he or she has so desired.

**Exclusive Jurisdiction for Suit in Case of Breach**

L.

. The Parties, by entering into this

agreement, submit to jurisdiction in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for adjudication of any

disputes and/or claims between the parties under this agreement. Furthermore, the parties

**exclusive**

**Acknowledgements**

jurisdiction

over any disputes between the parties relative to this agreement, whether said disputes

sound in contract, tort, or other areas of the law.

**State Law**

M.

. This Agreement shall be interpreted under, and governed by, the laws of the

state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, Seller

and Buyer affix their signatures hereto.