

PRIVATE CAR SALE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Name: _____

Driver's License / Government ID No.: _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Name: _____

Driver's License / Government ID No.: _____

Address: _____

Phone/Email: _____

Vehicle Information:

Make / Model: _____

Year of Manufacture: _____

Vehicle Identification Number (VIN): _____

Odometer Reading: _____

Title or Registration No.: _____

Condition (as disclosed): _____

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 on the terms and conditions set forth herein. Seller affirms that Seller is the lawful owner of the vehicle and has full right and authority to sell it.

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

The vehicle is sold AS-IS, WHERE-IS, with all faults and defects, known or unknown, without any warranties or guarantees, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose. Buyer acknowledges having inspected the vehicle and accepts its condition.

Clause 3 – Title and Ownership

Seller shall provide Buyer with a valid and transferable title free of liens or encumbrances at the time of sale. Seller guarantees the title is clear and that no outstanding loans, claims, or fees exist against the vehicle.

Clause 4 – Odometer Disclosure

Seller certifies that the odometer reading stated above reflects the actual mileage of the vehicle unless otherwise noted. Any discrepancy or omission constitutes a violation of federal and state law.

Clause 5 – Purchase Price and Payment

The total purchase price agreed upon is the amount stated above. Payment shall be made in full by Buyer to Seller by cash, certified check, wire transfer, or other mutually agreed method prior to or at the time of delivery. No refund or adjustments will be made after the sale unless explicitly agreed in writing.

Clause 6 – Delivery and Risk of Loss

Risk of loss or damage to the vehicle passes to Buyer upon physical delivery of the vehicle. Delivery shall take place at the agreed location unless otherwise specified.

Clause 7 – No Liens or Encumbrances

Seller warrants that the vehicle is free from any liens, security interests, or encumbrances. If any such claims arise after the date of sale related to Seller's ownership period, Seller agrees to indemnify Buyer and resolve such claims at Seller's expense.

Clause 8 – Vehicle History and Disclosure

Seller affirms that to the best of Seller's knowledge, the vehicle has not been involved in any major accidents, has no undisclosed damage, and has not been subject to flood or salvage titles unless disclosed in writing.

Clause 9 – Representations and Warranties

Except as expressly stated herein, Seller makes no other representations or warranties regarding the vehicle. Buyer acknowledges reliance solely on Buyer's own inspection and judgment.

Clause 10 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____. Any disputes arising under or related to this Agreement shall be subject to exclusive jurisdiction and venue in the state or federal courts located in _____ County, _____.

Clause 11 – Entire Agreement

This Agreement constitutes the entire agreement between Seller and Buyer and supersedes all prior negotiations, understandings, or agreements, whether written or oral, relating to the subject matter herein.

Clause 12 – Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties to be effective.

Clause 13 – Severability

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

Clause 14 – Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic means to the addresses set forth above or as later designated in writing.

Clause 15 – No Waiver

Failure or delay by either party to enforce any provision of this Agreement shall not constitute a waiver of that party's rights.

Clause 16 – Counterparts and Electronic Signatures

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

Clause 17 – Buyer’s Acceptance

Buyer acknowledges having read, understood, and agreed to all terms and conditions contained in this Agreement.

Clause 18 – Seller’s Disclosure

Seller has disclosed all material facts known to Seller that might affect Buyer’s decision to purchase the vehicle.

Clause 19 – Taxes and Fees

Buyer shall be responsible for all taxes, registration fees, and other governmental charges arising from the sale and ownership of the vehicle after the date of sale.

Clause 20 – Signatures

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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