Vehicle Sale Agreement with Payments

1. Parties and date

1.1 **Date and Parties.** This Vehicle Sale Agreement with Payments (the "Agreement") is made on **[Agreement date: _____]** (the "Agreement Date") between **[Seller's full legal name: _____]**, whose address is [Seller's address: _____], telephone [Seller's phone: _____] and email [Seller's email: _____] (the "Seller"), and **[Buyer's full legal name: _____]**, whose address is [Buyer's address: _____], telephone [Buyer's phone: _____] and email [Buyer's email: _____] (the "Buyer"). Each is a "Party" and together they are the "Parties".

1.2 **Identity and age.** Each Party states that the name above is the Party's full legal name, that the Party is of legal age to make a contract, and that the other Party may look at a current government-issued identification before Closing. A Party will not copy an identification document except where a title office, insurer or lender needs the copy.

1.3 **Co-owners.** Every person shown as an owner on the Title must sign this Agreement and the Title as a Seller, unless state law allows one co-owner to transfer ownership alone. If more than one person signs as Buyer, each is responsible for the whole of the Buyer's obligations, and payment by one counts for all.

1.4 **Seller's status.** The Seller states that it is selling as: [Seller's status: _____]. Section 27 applies in addition to the rest of this Agreement if the Seller is a dealer or sells vehicles in the ordinary course of business.

2. Background and definitions

2.1 **Background.** The Seller owns the Vehicle and wishes to sell it. The Buyer wishes to buy it, take delivery at Closing and pay part of the price over time. The Parties agree to the terms below in exchange for each other's promises.

2.2 **Definitions.** In this Agreement:

(a) "Business Day" means a day other than a Saturday, a Sunday or a federal legal holiday.

(b) "Closing" means the meeting at which the Buyer pays the amounts due under Section 5 and the Seller hands over the Vehicle and the signed ownership documents.

(c) "Default" has the meaning given in Section 22.

(d) "Delivery" means the moment the Buyer receives physical possession of the Vehicle and its keys.

(e) "Lien" means a security interest, loan, title loan, mechanic's lien, judgment lien, tax lien or other claim against the Vehicle.

(f) "Secured Obligations" means the Unpaid Balance, lawful interest, and the other amounts the Buyer owes the Seller under this Agreement.

(g) "State" means [Governing state: _____].

(h) "Title" means the paper or electronic certificate of title, or the other ownership document that the

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

State accepts for a vehicle for which no certificate is issued.

(i) "Title Office" means the motor vehicle agency that titles and registers the Vehicle for the Buyer.

(j) "Unpaid Balance" means the part of the Purchase Price that remains unpaid at any time.

(k) "Vehicle" means the vehicle described in Section 3, with its installed parts, keys and the accessories listed in Section 4.

2.3 **Sale without credit.** If the Purchase Price is paid in full at Closing, Sections 6 to 8, clauses 9.1, 9.2 and 9.4, Sections 18 to 23 and Schedule A do not apply. The other Sections continue to apply.

2.4 **Good faith.** Each Party will perform and enforce this Agreement in good faith. A period of days means calendar days unless this Agreement says Business Days. If a period ends on a day that is not a Business Day, it ends on the next Business Day.

2.5 **Headings and schedules.** Headings are for convenience. Schedules A, B and C are part of this Agreement. If a Schedule conflicts with a numbered Section, the Section controls, except that Schedule A controls the dates and amounts of installments.

3. Vehicle description

3.1 **Description.** The Vehicle is:

Vehicle identification number (VIN): [VIN: _____]
Year: [Model year: _____]
Make: [Make: _____]
Model and trim: [Model and trim: _____]
Body type: [Body type: _____]
Color: [Color: _____]
Engine and fuel type: [Engine and fuel type: _____]
License plate number and state: [Plate number and state: _____]
Title number and issuing state: [Title number and state: _____]

3.2 **VIN check.** At or before Closing the Parties will compare the VIN above with the VIN on the Vehicle and on the Title. If they do not match, neither Party is required to close until the difference is explained and the records are corrected. The Buyer may cancel and recover all money paid if the Seller does not resolve the difference within 10 days.

3.3 **Effect of description.** The description in clause 3.1 is part of the basis of the bargain. The disclaimer in Section 15 does not remove the Seller's promise that the Vehicle delivered is the Vehicle described here.

4. Sale and purchase

4.1 **Sale.** The Seller sells the Vehicle to the Buyer, and the Buyer buys it, for the Purchase Price and on the terms of this Agreement. Subject to the State's title law, ownership passes to the Buyer at Closing, and the Seller keeps the security interest described in Section 18 until the Secured Obligations are paid.

4.2 **Included items.** The sale includes [Included items: _____]. At Closing the Seller will hand over [Number of key sets: _____] sets of keys or remotes and all owner's manuals and

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

service records in the Seller's possession.

4.3 **Excluded items.** The sale does not include [Excluded items: _____]. The Seller will remove excluded items before Closing without damage to the Vehicle and will repair damage caused by removal.

4.4 **Connected services.** Before or at Closing the Seller will sign out of the Vehicle's connected accounts, remove the Vehicle from any telephone application, delete personal data as far as the Vehicle allows, and give the Buyer the codes needed to use the Vehicle. After Delivery the Seller will not track, lock or access the Vehicle through a connected account.

4.5 **Condition until Closing.** Between the Buyer's inspection and Closing the Seller will keep the Vehicle in the same condition, normal wear from limited use excepted, will not drive it more than [Miles allowed before closing: _____] miles other than to reach Closing, and will not offer it to another person while this Agreement is in effect.

5. Purchase price, deposit and trade-in

5.1 **Price.** The Buyer will pay the Seller the total price of **[Purchase price: _____]** (the "Purchase Price") as follows:

(a) deposit paid on the Agreement Date: [Deposit: _____] (the "Deposit");
(b) down payment due at Closing, in addition to the Deposit: [Additional down payment: _____];
(c) trade-in allowance: [Trade-in allowance: _____]; and
(d) Unpaid Balance after Closing: **[Balance paid over time: _____]**, payable under Section 6.

The amounts in (a) to (d) must add up to the Purchase Price.

5.2 **Deposit.** The Seller will give a signed receipt for the Deposit and credit it in full against the Purchase Price at Closing. The Seller will return it in full within 5 Business Days if the Buyer properly cancels under Section 3, 11, 13, 14, 16 or 25, if the Seller fails to close, or if the Vehicle is lost or materially damaged before Delivery.

5.3 **Buyer's failure to close.** If the Buyer fails to close by the Closing Date without a right to cancel, the Seller may give 5 days' notice to close. If the Buyer still does not close, the Seller may cancel the sale. The Seller may keep from the Deposit only the reasonable, documented loss that the failure caused, and will return the rest with an itemized statement within 15 days after cancellation. If the loss is more than the Deposit, the Seller keeps the other remedies that the law gives. This clause does not set liquidated damages and does not reduce any right to restitution under the State's law.

5.4 **Trade-in.** If a trade-in allowance is stated, the trade-in vehicle is [Trade-in vehicle: _____]. The Buyer states that the Buyer owns the trade-in vehicle free of Liens, or will pay them at Closing, and will deliver it at Closing with a properly signed title and the odometer disclosure the law requires. Section 12 applies to the trade-in with the Buyer in the place of the Seller. If the Buyer cannot give good title to the trade-in, the allowance is replaced by an equal cash amount due within 10 days after notice.

5.5 **Form of payment at Closing.** The Buyer will pay amounts due at Closing by [Payment method at

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

closing: _____]. The Seller may call the issuing bank to verify a cashier's check, and need not release the Vehicle until the bank confirms it or the electronic transfer is received. If a payment at Closing is later dishonored, clause 9.3 applies and the amount becomes due immediately.

6. Installment payments

6.1 **Promise to pay.** The Buyer promises to pay the Seller the Unpaid Balance of [Balance paid over time: _____] with interest under Section 7, in [Number of installments: _____] installments of [Regular installment: _____] each, due [Payment frequency: _____], starting on [First payment date: _____]. The final installment is due on [Final payment date: _____] and equals all principal and interest then owed.

6.2 **Schedule.** Schedule A lists the installments. Because interest depends on the dates of actual payment, the final installment may be more or less than the estimate in Schedule A.

6.3 **How to pay.** The Buyer will pay by [Installment payment method: _____], sent to [Where to pay: _____]. The Seller will not charge a fee for one no-cost payment method chosen by the Parties. A change of payment details is effective only after the Seller gives notice under Section 29 and the Buyer confirms it by telephone at the number in Section 1.

6.4 **When payment is made.** A payment is made on the day the Seller receives cash or an electronic transfer, or receives a check that the bank later pays. The Seller may not refuse a payment offered on time by an agreed method.

6.5 **No duty to wait.** The Buyer's duty to pay is not excused by a repair need or by the Buyer's lack of use of the Vehicle. This clause does not remove a defense, deduction or claim that the Buyer has under this Agreement or the law because of the Seller's breach.

6.6 **No automatic withdrawals required.** The Seller does not require payment by preauthorized electronic transfers. The Buyer may choose them by a separate signed authorization and may cancel that authorization by notice.

7. Interest and usury savings

7.1 **Rate.** The Unpaid Balance bears simple interest at **[Annual interest rate: _____]** per year from Delivery until paid. If the rate is zero, no interest is charged.

7.2 **Method.** Interest is calculated each day on the unpaid principal, using a 365-day year and the actual number of days. Unpaid interest is not added to principal and does not itself bear interest.

7.3 **After maturity or acceleration.** The same rate, and no higher rate, applies after the final due date, after acceleration and until judgment. The rate on a judgment is the rate the law sets.

7.4 **Usury savings.** The Parties intend to obey the State's limits on interest and charges. If an amount contracted for, charged or received as interest would be more than the lawful maximum, the rate is reduced to that maximum, and the Seller will first apply the excess to the unpaid principal and then refund what remains. This clause does not excuse a Party from setting a lawful rate at the start, and it does not limit a remedy that the law gives for an unlawful charge.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

8. Application of payments, receipts and prepayment

8.1 **Order.** Each payment received is applied first to interest accrued to the date of receipt, then to the principal of the installment due, then to unpaid late or returned-payment charges, and then to the remaining principal.

8.2 **Prepayment.** The Buyer may prepay all or part of the Unpaid Balance at any time without a penalty. A partial prepayment reduces principal on the day received. It does not delay or reduce the next installments unless the Seller agrees in writing, but it reduces the total interest and the number or amount of the last installments.

8.3 **Payoff statement.** Within 5 Business Days after a request, the Seller will give a written payoff amount, its daily interest and the date through which it is good. The Seller will provide one statement per calendar month without charge.

8.4 **Receipts and ledger.** The Seller will give a signed or electronic receipt for each cash payment when it is made, and for another payment within 5 Business Days after a request. The Seller will keep a ledger of each payment, its date, its division between interest and principal, and the remaining balance. The Buyer may see the ledger on request.

8.5 **Errors.** A Party who finds a ledger error will notify the other promptly. The Parties will compare bank records and correct the error. A Party does not lose a correction by failing to notice the error earlier.

8.6 **Partial payment.** The Seller may accept a partial or late payment without waiving the balance or an earlier Default. A check or note marked as payment in full settles a disputed claim only as the law provides.

9. Late charges and returned payments

9.1 **Grace period and charge.** If the Seller has not received an installment within [Grace period in days: _____] days after its due date, the Buyer will pay a late charge of [Late charge: _____]. The charge may not be more than the State allows.

9.2 **Limits.** Only one late charge may be imposed for an installment, no matter how long it remains unpaid. The Seller will not impose a late charge on a payment that is otherwise full and on time only because an earlier late charge is unpaid. A late charge is a reasonable estimate of the Seller's extra administrative cost and is not interest.

9.3 **Returned payment.** If a payment is returned unpaid for a reason that is not the Seller's error, the Buyer will pay it again within 5 Business Days after notice and will reimburse the bank charge that the Seller actually paid, up to [Maximum returned-payment fee: _____] or a lower limit that the law sets. The Seller may then require the next 3 payments by cashier's check or electronic transfer.

9.4 **No charge.** The Seller will not impose a late charge where the delay was caused by the Seller, by a change of payment details that was not properly notified, or by a bank failure affecting payment systems generally. The Seller will not impose a late charge on installments brought forward by acceleration.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

10. Taxes, fees and cash reporting

10.1 **Buyer's costs.** The Buyer will pay the sales, use or transfer tax, title, registration, plate and lien-recording fees that the law places on a purchaser, and will pay them to the Title Office on time. They are not part of the Purchase Price unless Schedule C says so.

10.2 **Seller's costs.** The Seller will pay the cost of releasing existing Liens, obtaining a replacement Title needed for the sale, taxes and fines for the period before Delivery, and any inspection or certificate that the law requires a seller to provide.

10.3 **True price.** Both Parties will state the true Purchase Price and sale date on the Title, the bill of sale and every tax form. Neither Party will ask the other to state a false price.

10.4 **Cash reporting.** A Seller who is in a trade or business will file IRS Form 8300 and give the related statement when the law requires it. The Buyer will give the identifying details needed for that form. Neither Party will split cash payments to avoid a report.

10.5 **Tax records.** Each Party is responsible for its own tax return, including any reporting of interest. This Agreement does not give tax advice.

11. Inspection, test drive and vehicle history

11.1 **Right to inspect.** Before Closing, the Buyer may inspect the Vehicle at a reasonable time and place, take a road test with a licensed and insured driver, and have a mechanic chosen and paid by the Buyer inspect it. The Seller will cooperate and will not withhold access to any part of the Vehicle that can be inspected without taking it apart.

11.2 **Inspection deadline.** The inspection period ends on [Inspection deadline: _____]. If the Buyer is reasonably dissatisfied with the condition or history of the Vehicle, the Buyer may cancel by notice before that deadline and recover the Deposit in full. If the Buyer does not cancel, the inspection right has been offered, but the Buyer's rights under Sections 12, 13 and 14 remain.

11.3 **History report.** The Buyer may obtain a vehicle history report, including one from an approved National Motor Vehicle Title Information System provider, at the Buyer's cost. The Seller will give copies of service, repair, recall and insurance claim records that the Seller has.

11.4 **Test drive risk.** During a test drive the Buyer will obey traffic laws and is responsible for damage or injury to the extent caused by the Buyer's or the Buyer's driver's negligence. The Seller states that liability insurance required for the Seller's use of the Vehicle is in force until Closing.

11.5 **Final check.** At Closing the Buyer may confirm that the condition, included items and odometer reading have not materially changed since inspection. If they have, the Buyer may delay Closing, agree a written price adjustment, or cancel and recover the Deposit.

12. Odometer disclosure

12.1 **Disclosure on the Title.** Unless an exemption applies, the Seller will disclose the odometer reading to the Buyer on the physical or electronic Title at the time of transfer and in the form that 49 C.F.R. Part 580 and the State require. This Agreement does not replace that disclosure. The Buyer will review and sign the disclosure with the Buyer's printed name and make a copy available to the Seller.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

12.2 **Reading.** The odometer reading, without tenths, is **[Odometer reading: _____]** on [Odometer reading date: _____]. To the best of the Seller's knowledge, the Seller certifies: [Odometer certification: _____].

12.3 **Exemptions.** The federal disclosure is not required for a vehicle of model year 2010 or older, for a vehicle of model year 2011 or newer transferred at least 20 years after January 1 of its model year, or for a vehicle with a gross vehicle weight rating of more than 16,000 pounds. If the Seller relies on an exemption, the Seller will state it here: [Odometer exemption: _____]. Other federal exemptions and state rules may also apply.

12.4 **No tampering.** The Seller states that the Seller has not disconnected, reset or altered the odometer, or had another person do so, with intent to change the registered mileage, and does not know of anyone who has. Neither Party will do so after the Agreement Date.

12.5 **Electronic title.** If the Title is electronic, the Parties will use the secure process of the State. A Party will not use a power of attorney for the odometer disclosure except in a case and on a form that federal and state law allow.

12.6 **Rights kept.** Nothing in this Agreement, including Sections 15 and 25, limits a claim for a false odometer statement. The Parties note that federal law allows three times actual damages or $10,000, whichever is greater, for a violation with intent to defraud, and a two-year period to sue after the claim accrues.

13. Title, liens and payoff

13.1 **Title warranty.** The Seller warrants that the Seller is the lawful owner of the Vehicle, that the Title conveyed is good, that the transfer is rightful, and that at Closing the Vehicle is free of every Lien except the Seller's security interest under Section 18. Section 15 does not exclude or modify this warranty.

13.2 **Existing Liens.** The existing Liens on the Vehicle are: [Existing liens: _____]. The Seller will show the Buyer a current payoff letter for each Lien before Closing.

13.3 **Payoff at Closing.** Unless the Seller has already produced a release, the Parties will meet at the lienholder's office or use another agreed method that sends the Buyer's closing payment directly to the lienholder first. The Seller will pay any shortage at Closing. The Seller will not deliver the Vehicle on credit while an undisclosed Lien or an unpaid existing Lien remains.

13.4 **Delivery of Title.** The Seller will show the original Title, or proof of the electronic Title, before the Buyer pays more than the Deposit. At Closing the Seller will sign the transfer sections of the Title and the lien application. The Seller will not leave the buyer name or sale date blank.

13.5 **Delayed Title.** If a Lien release or replacement Title is not available at Closing, the Buyer may delay Closing. The Buyer may close before Title is available only if state law allows it, both Parties sign a written statement of the deadline, and the closing payment is held safely until good Title can be transferred. If good Title is not available by [Deadline for good title: _____], the Buyer may cancel, return the Vehicle and recover all payments under clause 25.2.

13.6 **Claims.** If another person claims ownership or a Lien that arose before Delivery and was not created by the Buyer, the Seller will at the Seller's cost defend the Buyer's ownership and remove the claim.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

14. Seller statements

14.1 **Statements.** The Seller states that, to the best of the Seller's knowledge on the Agreement Date and at Closing:

(a) accidents and collision repair are: [Known accidents: _____];
(b) salvage, rebuilt, junk, lemon-law buyback, theft recovery or other title brands are: [Known title brands: _____];
(c) flood, fire, hail or structural damage is: [Known flood or structural damage: _____];
(d) open recalls and unfinished recall repairs are: [Known open recalls: _____];
(e) known material mechanical, electrical or safety defects are: [Known material defects: _____];
(f) emissions or safety inspection status is: [Emissions or inspection status: _____]; and
(g) unpaid tickets, tolls, towing charges or impound claims are: [Unpaid vehicle charges: _____].

14.2 **No intentional concealment.** The Seller has not hidden a material defect, altered a record or cleared a warning code in order to conceal a defect from the Buyer.

14.3 **Update.** If a statement becomes inaccurate before Closing, the Seller will correct it in writing at once. If the correction is material, the Buyer may cancel and recover the Deposit within 5 days after receiving it, or may close with the correction attached.

14.4 **State forms.** The Seller will complete any damage, emissions, inspection, salvage or other disclosure that the State or the Title Office requires. A state form is in addition to this Section.

14.5 **Effect.** The Seller makes no promise about future performance. The factual statements in this Section are part of the Agreement and are not removed by Section 15. Statements limited to the Seller's knowledge are promises about that knowledge.

15. As-is sale and warranty disclaimer

15.1 AS IS. EXCEPT FOR THE SELLER'S WRITTEN PROMISES IN SECTIONS 3, 12, 13 AND 14, THE BUYER BUYS THE VEHICLE "AS IS" AND "WITH ALL FAULTS". TO THE EXTENT STATE LAW ALLOWS, THE SELLER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

15.2 REPAIRS AFTER DELIVERY. EXCEPT FOR A BREACH OF THE SELLER'S WRITTEN PROMISES OR ANOTHER RIGHT THAT THE LAW PROTECTS, THE BUYER WILL PAY FOR REPAIRS NEEDED AFTER DELIVERY.

15.3 **What remains.** This Section does not exclude the warranty of title, a written express warranty, a required state warranty or inspection duty, or liability for fraud, misrepresentation or a false odometer disclosure.

15.4 **When this Section does not apply.** If the Seller is a supplier who gives the Buyer a written warranty on the Vehicle, or who enters into a service contract with the Buyer on the Vehicle within 90 days after the sale, the disclaimer of implied warranties does not apply to the extent that 15 U.S.C. § 2308 prohibits it. If state law prohibits an as-is sale by this Seller, the required warranty replaces clause

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

15.1.

15.5 **Remaining manufacturer coverage.** The Seller gives no warranty of its own. The Seller transfers any remaining manufacturer or service contract coverage that can be transferred. The stated coverage is: [Remaining manufacturer coverage: _____]. The issuer's terms control that coverage.

15.6 **Acknowledgment.** The Buyer has had the chance to ask questions and inspect the Vehicle, and has read this Section before signing.

Buyer's initials:

16. Closing, delivery and risk of loss

16.1 **Closing.** Closing will take place on **[Closing date: _____]** (the "Closing Date") at [Closing place: _____], or at another time and place the Parties agree in writing. A bank, Title Office or police safe-exchange location is recommended for the meeting.

16.2 **Seller's actions.** At Closing the Seller will deliver the Vehicle and keys, show identification, sign and deliver the Title or complete the electronic transfer, complete the odometer disclosure, give all required Lien releases and disclosures, and sign a bill of sale or receipt in the form the State requires.

16.3 **Buyer's actions.** At Closing the Buyer will make the payment due, deliver any trade-in, show proof of any insurance required by Section 20, sign the tax forms and, if an Unpaid Balance remains, the lien application, and sign Schedules A, B and C.

16.4 **Conditions.** Neither Party must close until the other completes its Closing actions. The actions take place as one transaction. A Party does not waive a missing item by closing unless the waiver is written and the law allows it.

16.5 **Possession and risk.** Risk of loss passes to the Buyer on Delivery and not before. If the Vehicle is lost, stolen or materially damaged before Delivery, the Buyer may cancel and recover all money paid, or agree a written repair or price adjustment. After Delivery, loss or damage does not cancel the Unpaid Balance.

16.6 **Transport.** If the Vehicle must be moved, [Party arranging transport: _____] will arrange and pay for lawful transport. The Seller's handover to a carrier that the Seller selects is not Delivery. The Buyer's chosen carrier receives the Vehicle for the Buyer.

16.7 **Events beyond control.** A Party is excused from a Closing action while a natural disaster, government closure, system outage or similar event beyond its reasonable control prevents it. The affected Party will give prompt notice and perform when the event ends. If the event lasts more than 30 days, either Party may cancel and the Seller will refund the Deposit. This clause does not excuse a payment due after Closing, except that a general payment system outage extends the due date until service returns.

17. Title transfer, registration and release of liability

17.1 **Buyer's filing.** The Buyer will apply for a new Title and registration in the Buyer's name, with the Seller's Lien noted, by [Buyer's title filing deadline: _____] or the earlier deadline that the law sets. The Parties will submit the papers together where practical. The Buyer will not submit papers that omit the Seller's Lien.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

17.2 **Seller's filing.** The Seller will file the State's notice of sale, report of sale or release of liability by [Seller's notice filing deadline: _____] or the earlier deadline that the law sets. The Seller will keep the filing confirmation. Filing a release of liability does not release the Seller's security interest.

17.3 **Cooperation.** Each Party will sign a corrected form, appear for identification or notarization, and supply documents within 5 Business Days after a reasonable request. A Party who made an error pays the cost of correction.

17.4 **Plates.** License plates will be handled as follows and in the way the State requires: [Plate arrangement: _____]. The Buyer will not drive with the Seller's plates unless the law permits it.

17.5 **Driving before registration.** The Buyer will not drive the Vehicle on a public road until it has the permit, plate and insurance that the law requires. The Buyer is responsible for tickets, tolls and parking charges incurred after Delivery, and the Seller for those incurred before.

17.6 **Receipt.** Within 10 days after filing, the Buyer will give the Seller a copy of the title application, registration receipt and proof that the Lien was submitted for recording.

18. Security interest and lien notation

18.1 **Grant.** To secure payment of the Secured Obligations, the Buyer grants the Seller a security interest in the Vehicle described in Section 3 by its VIN, year, make and model, its installed accessories and replacement parts, and the proceeds of the Vehicle, including insurance proceeds and refunds payable for its loss.

18.2 **Purchase money.** The security interest secures part of the price of the Vehicle. It does not secure another debt and does not cover wages, household goods or other property of the Buyer.

18.3 **Title and lien.** The Buyer will have ownership, subject to the security interest. The Seller's lien will be noted or recorded with the Title Office under the name [Lienholder name: _____] and the address [Lienholder address: _____]. Where the State issues the paper Title to a lienholder, the Seller may hold it until the lien is released.

18.4 **Buyer's authorization.** The Buyer will sign the forms needed to note and keep the lien in force. The Buyer authorizes the Seller to submit forms that accurately describe the lien. The Buyer does not authorize the Seller to sign an ownership transfer or odometer disclosure in the Buyer's name.

18.5 **Other Liens.** The Buyer will not grant or allow another Lien on the Vehicle and will pay storage, repair, tax and towing claims before they become a Lien. The Buyer may contest a claim in good faith if the Vehicle is not placed at risk.

18.6 **Move to another state.** If the Vehicle will be titled in another state, the Parties will act together so that the Seller's lien appears on the new Title.

18.7 **Limits.** The security interest does not let the Seller use force, enter a closed garage or home without lawful permission, or keep personal property found in the Vehicle.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

19. Lien release on full payment

19.1 **Release.** Within [Days to release lien: _____] days after the Secured Obligations are paid in good funds, or sooner if the law requires, the Seller will sign and deliver the lien release, return any paper Title held by the Seller and make any electronic filing needed to end the lien.

19.2 **Good funds.** Cash, a wire and a confirmed electronic transfer are good funds when received. A check is good funds when the bank has paid it. The Seller may not delay release for an unrelated claim or an uncertain future claim.

19.3 **Paid statement.** With the release, the Seller will give the Buyer a statement showing a zero balance and a copy of the payment ledger. The Seller will also mark Schedule A as paid.

19.4 **Failure to release.** If the Seller does not release the lien on time, the Buyer may recover reasonable proven loss and any remedy or amount that state law provides. The Seller authorizes the Buyer to seek a Title Office release by presenting proof of payment where the State has such a process.

19.5 **Refund.** The Seller will refund an overpayment within 10 days after it is discovered or requested.

20. Insurance

20.1 **Required cover.** From Delivery until the Secured Obligations are paid, the Buyer will keep: (a) liability insurance at least equal to the State's minimum; and (b) collision and comprehensive insurance for the Vehicle's actual cash value, with a deductible of not more than [Maximum insurance deductible: _____].

20.2 **Loss payee.** The Buyer will ask the insurer to name the Seller as lienholder and loss payee and to give the Seller notice of cancellation if the insurer offers it. The Buyer may choose any lawful insurer or agent.

20.3 **Proof.** The Buyer will show proof before Delivery, at each renewal and within 5 Business Days after a request. The Buyer will tell the Seller promptly if cover is cancelled, reduced or not renewed.

20.4 **Claims.** The Buyer will report theft or material damage to the insurer, and to police where required, and will notify the Seller within 2 Business Days. The Parties will cooperate with the insurer.

20.5 **Use of proceeds.** Proceeds for repairable damage will pay for repair unless repair is not reasonable. Proceeds for a total loss will first pay the Secured Obligations, with interest only to the date of payment, and the rest belongs to the Buyer. The Buyer remains responsible for any lawful remaining balance.

20.6 **Failure to insure.** If required cover ends, the Seller may give 10 days' notice. If the Buyer does not provide proof of cover, the Seller may, where the law allows, buy reasonable cover limited to the Seller's interest, with a written statement of its cost. The Buyer will repay the reasonable cost within 30 days, and the Seller will cancel that cover and credit any refund when the Buyer proves that other cover applied.

21. Use, maintenance and location

21.1 **Lawful use.** Until the Secured Obligations are paid, the Buyer will use the Vehicle lawfully, allow only licensed and insured drivers to drive it, and not use it for racing, towing beyond its rated capacity or illegal activity. Use for delivery, ride service or rental requires suitable insurance and notice to the Seller.

21.2 **Maintenance.** The Buyer will pay for fuel, maintenance, repairs, inspections, registration and taxes

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

after Delivery, will follow the reasonable service schedule, and will keep the Vehicle in good condition apart from normal wear.

21.3 **Location.** The Buyer will usually keep the Vehicle at [Usual vehicle location: _____]. The Buyer will give notice within 10 days after changing that address. The Buyer will not take the Vehicle out of the United States, or keep it outside the State for more than [Days allowed outside state: _____] days in a row, without the Seller's written consent, which the Seller will not unreasonably withhold.

21.4 **Sale or transfer.** The Buyer will not sell, lease, give away or encumber the Vehicle until the Secured Obligations are paid, unless the Seller consents in writing or the sale proceeds pay the full payoff amount at the same time.

21.5 **Inspection by Seller.** Not more than twice in 12 months, the Seller may inspect the Vehicle after 5 days' notice, at a reasonable time and place and without entering a home or garage unless invited. After a Default the Parties may agree to another inspection.

21.6 **Electronic devices.** The Seller has not installed, and will not install or use, a tracking device or starter interrupt on the Vehicle unless the Buyer consents in a separate signed document and the law allows it.

21.7 **Emergency work.** If the Buyer fails to pay a towing, storage or repair claim that threatens the Vehicle, the Seller may pay a reasonable amount after notice, where time allows. The Buyer will reimburse it within 30 days after receiving proof.

22. Default, cure and acceleration

22.1 **Default.** Each of these is a "Default" if it continues after the notice and cure period in clause 22.2:

(a) the Buyer does not pay an installment or another undisputed amount when due;
(b) the Buyer does not keep the insurance required by Section 20;
(c) the Buyer sells, removes or encumbers the Vehicle in breach of this Agreement, or does not note the Seller's lien;
(d) the Vehicle is seized or exposed to forfeiture because of the Buyer's act;
(e) the Buyer made a false statement about identity or a trade-in that materially affected the sale; or
(f) the Buyer fails to keep another material promise.

22.2 **Notice and cure.** The Seller will send notice that identifies the problem, the amount or action needed, and a deadline at least [Cure period in days: _____] days after the notice is given. The Buyer may cure by paying the past-due installments and lawful charges or doing the stated act. If the law gives more time, a particular notice or a right to reinstate after acceleration, that rule applies. A threatened removal of the Vehicle from the United States permits a shorter notice only where the law allows it.

22.3 **Acceleration.** If a Default exists after the cure deadline, the Seller may in good faith give a second notice that makes the Unpaid Balance and accrued interest due immediately. Acceleration does not happen automatically. The Seller may not collect interest that has not yet accrued.

22.4 **Reinstatement offer.** For [Reinstatement period in days: _____] days after the acceleration notice, the Buyer may restore the payment schedule by paying all past-due amounts and

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

reasonable costs lawfully due, and correcting any other Default. This right is available once in 12 months, in addition to any right that the law gives.

22.5 **Other remedies.** On Default the Seller may claim overdue amounts, sue for the Unpaid Balance after acceleration, enforce the security interest under Section 23 and use another lawful remedy. The Seller may not recover the same loss twice.

22.6 **Hardship.** The Buyer may ask for a short payment extension before an installment is due. An extension must be in writing and state the new date and any interest. Agreement to one extension does not require another.

22.7 **Bankruptcy and death.** Bankruptcy or death alone is not a Default. The rights of the Parties, a trustee or an estate are governed by the law that applies.

23. Repossession, resale and redemption

23.1 **Taking possession.** After Default and any cure period, the Seller may take possession through a court. The Seller may also do so without judicial process if it proceeds without breach of the peace and state law allows it. The Seller and any agent will stop at once if a person present objects or if continuing could lead to violence. They will not threaten anyone, break a lock or impersonate an officer.

23.2 **Voluntary return.** The Buyer may return the Vehicle at a time and safe place agreed by the Parties. The Seller will give a receipt. A return does not by itself waive surplus, deficiency or any defense.

23.3 **Personal property.** The Seller will list personal property found in the Vehicle, keep it safe and allow the Buyer to collect it promptly. The Seller may not hold it to force payment. The Seller may charge a storage cost only where the law allows it.

23.4 **Notice of sale.** Before disposing of the Vehicle, the Seller will send the Buyer, any co-buyer and each other person entitled to notice a reasonable signed notice. The notice will be sent at least 10 days before the earliest disposition, or longer if the law requires. It will identify the Parties and the Vehicle, state the planned method and either the time and place of a public sale or the date after which a private sale may occur, state the right to an accounting and its charge, describe any liability for a deficiency, and give a telephone number for the redemption amount and a telephone number or mailing address for further information. The Seller will add every statement that state law requires.

23.5 **Disposition.** Every aspect of the sale, lease or other disposition, including the method, manner, time, place and terms, must be commercially reasonable. The Seller may make reasonable repairs to obtain a better price. The Seller may buy the Vehicle only where Article 9 allows it.

23.6 **Redemption.** Until the Vehicle is disposed of, a contract to dispose of it is made, or the Seller has accepted it in satisfaction as the law allows, the Buyer may redeem by paying the full Secured Obligations and the reasonable expenses and attorney's fees that the law includes. In a consumer-goods transaction the Buyer does not and cannot waive redemption.

23.7 **Application of proceeds.** Proceeds will be applied in the order that Article 9 requires: reasonable expenses of repossession, storage, preparation and disposition, and attorney's fees only if law and this Agreement allow them; then the Secured Obligations; then lawful junior claims. The Seller will pay the Buyer any surplus. The Buyer owes a deficiency only to the extent that state law allows.

23.8 **Explanation.** If the Vehicle is consumer goods and the Seller claims a deficiency or a surplus is due,

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

the Seller will send the required written explanation of the calculation. If the Buyer requests it, the Seller will provide the explanation within 14 days after receipt of the request.

23.9 **Keeping the Vehicle.** The Seller may accept the Vehicle instead of a sale only with the consent and procedure that Article 9 and state law allow. The Seller will dispose of it by sale where the law gives the Buyer that right. Keeping the Vehicle does not mean that the Buyer agreed to lose the payments or equity.

23.10 **Rights not waived.** Nothing in this Agreement waives or varies the duties and rights listed in UCC § 9-602, shortens a required notice, excuses a breach of the peace, or limits a remedy or statutory damages under UCC § 9-625. An agreement made after Default may change those rights only as UCC § 9-624 permits.

24. Military service protection

24.1 **Court order.** If the Buyer paid a deposit or an installment before entering military service, the Seller will not rescind or terminate this Agreement for a breach before or during that service, and will not repossess the Vehicle for such a breach, without a court order. This clause controls over Sections 22 and 23.

24.2 **Status check.** Before repossession, the Seller will make a reasonable check of the Buyer's military status. The Buyer may notify the Seller of service and supply orders, but a delay in notice does not remove a protection that federal law gives.

24.3 **Interest.** For an obligation made before service, after receiving the Buyer's written notice and orders, the Seller will reduce interest above 6 percent per year as 50 U.S.C. § 3937 requires, effective from the date the Buyer was called to military service. The Seller will forgive the excess, lower the periodic payment and not move the excess to the end.

24.4 **Other protections.** This Agreement does not waive a right of a servicemember or dependent under the Servicemembers Civil Relief Act, the Military Lending Act or state law. A request for relief is not a Default.

25. Seller default, buyer remedies and limits

25.1 **Seller default.** The Seller is in default if the Seller fails to deliver the Vehicle or good Title, makes a materially false written statement, fails to release a Lien, or breaks another material promise and does not cure within 10 days after notice. No cure period is required where a cure is impossible or the law gives an immediate remedy.

25.2 **Refund.** If the Seller cannot transfer good Title by the deadline in clause 13.5, or if the Buyer lawfully cancels or rejects the sale, the Seller will within 5 Business Days refund the Deposit, down payment, installments and interest paid. The Seller will return the trade-in or, if that is not possible, pay its stated allowance. The Buyer will return the Vehicle when the refund is secured. A reasonable offset for damage or use applies only where the law allows it.

25.3 **Other remedies.** The Buyer may also use remedies available under the State's law, including damages, rejection, revocation of acceptance, recovery of the Vehicle or a deduction from the price after required notice. The Seller may not treat a lawful deduction as a Default.

25.4 **Limit on indirect loss.** To the extent the law allows, neither Party is liable to the other for lost

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

business profit or other indirect commercial loss that was not reasonably foreseeable at the Agreement Date. This clause does not limit direct damages, a refund, title claims or amounts owed as Purchase Price.

25.5 **No limit.** Nothing in this Agreement limits liability for personal injury or death, fraud, intentional acts, gross negligence, a false odometer disclosure, a breach of the title warranty, a security enforcement violation, or a right that consumer law does not allow a Party to limit.

25.6 **Time to sue.** This Agreement does not shorten or extend the limitation period that the law provides.

25.7 **Reduce loss.** Each Party will take reasonable steps to reduce avoidable loss and will give the other a fair chance to inspect evidence of a claim.

26. Indemnity for use after delivery

26.1 **Buyer.** To the extent the law allows, the Buyer will indemnify the Seller against third-party claims, fines, tolls and reasonable costs that result from the use or possession of the Vehicle after Delivery by the Buyer or a driver allowed by the Buyer.

26.2 **Seller.** To the extent the law allows, the Seller will indemnify the Buyer against third-party claims, fines, tolls and reasonable costs that result from the ownership, use or Liens of the Vehicle before Delivery.

26.3 **Exception.** An indemnity does not cover a loss to the extent caused by the protected Party's negligence, intentional wrong, breach of this Agreement, undisclosed known defect or violation of law.

26.4 **Process.** The Party who seeks indemnity will give prompt notice and reasonable information. The indemnifying Party may choose suitable counsel to defend the claim, but may not admit fault for, or place a non-money duty on, the other Party without consent. Delay reduces the indemnity only to the extent that it causes harm.

26.5 **Survival.** This Section survives payment, cancellation and release of the lien for claims that arose earlier.

27. Dealer or business seller addendum

27.1 **When this Section applies.** This Section applies if clause 1.4 identifies the Seller as a dealer or business seller, or if the law treats the Seller as one. The label chosen in clause 1.4 does not avoid a legal duty.

27.2 **Buyers Guide.** A Seller who sells or offers a used vehicle after selling or offering five or more used vehicles in the previous twelve months will display the completed FTC Buyers Guide before offering the Vehicle to a consumer and will give the final version to the Buyer. **The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.**

27.3 **Credit disclosures.** If the Seller is a creditor under Regulation Z, the Seller will give separate Truth in Lending disclosures before the Buyer signs, in addition to this Agreement. A person is generally tested by whether it extended consumer credit more than 25 times in the preceding calendar year, or in the current calendar year if the preceding-year test is not met. The Seller will also use any state retail installment form, license and disclosure that the law requires. If the Seller is a retail installment seller and a person signs as cosigner, the Seller will first give that person the separate Notice to Cosigner that 16

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

C.F.R. § 444.3 or state law requires.

27.4 **Holder notice.** If this is a consumer credit contract of a Seller that sells to consumers in the ordinary course of business, the following notice is part of it and must appear in at least ten point, bold type:

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

27.5 **Written warranties.** A supplier who gives a written warranty must make the warranty disclosures that federal and state law require and may not disclaim implied warranties in breach of federal law.

27.6 **No waiver.** Nothing in this Agreement waives dealer licensing, advertising, privacy, cooling-off, warranty, interest or repossession protections. A mandatory dealer form controls over a less protective term of this Agreement.

28. Dispute resolution and governing law

28.1 **Discussion.** A Party with a dispute will send a short written explanation and the result sought. The Parties will try in good faith to settle it within 14 days. Evidence of a settlement offer is confidential to the extent the law provides.

28.2 **Mediation.** If both Parties agree after the dispute arises, they may use a neutral mediator and share the mediator's fee equally. Mediation is optional.

28.3 **Court rights.** Either Party may use small claims court or another court with authority. Nothing in this Section delays an emergency order, a required notice, a claim before a limitation date, a complaint to an agency or the Buyer's redemption right. This Agreement does not require arbitration and does not waive a jury.

28.4 **Law.** The law of [Governing state: _____] governs this Agreement, together with federal law that applies. Mandatory protections of the state where the Buyer lives or the Vehicle is titled remain available.

28.5 **Place.** The Parties accept the non-exclusive authority of the state courts in [County and state for court: _____]. This choice does not remove another place that a consumer protection law requires or allows.

28.6 **Fees.** Each Party pays its own attorney's fees, except that a court may award fees that a statute provides, and the Seller may recover reasonable enforcement fees in a redemption or disposition only to the extent the State and Article 9 allow. If a state makes such a right mutual, it is mutual.

29. Notices

29.1 **Form.** A notice must be in writing and identify this Agreement. It may be given in person, by a national courier, by certified or first-class mail, or by email to the address in Section 1. A notice of default, acceleration or repossession must also be sent by mail or courier.

29.2 **Receipt.** Notice in person is given when received. Courier notice is given on recorded delivery.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

Mailed notice is given 3 Business Days after mailing to a correct address. Email is given when sent without a failure message, but after 5 p.m. it is given on the next Business Day. If law sets another rule, that rule controls.

29.3 **Changes.** A Party will notify the other within 10 days after changing a contact detail. A notice sent in good faith to the last notified address remains valid unless the sender knows that it was not received or the law requires more.

29.4 **Legal papers.** This Section does not change the rules for serving court papers. A text message is not enough for a formal notice unless the law requires it to be accepted.

30. Assignment

30.1 **Buyer.** The Buyer may not assign this Agreement or transfer the Vehicle while Secured Obligations remain without the Seller's written consent. The Seller will not unreasonably withhold consent to a qualified replacement buyer who assumes the obligations and meets the title and insurance requirements. The Buyer remains responsible unless the Seller gives a written release.

30.2 **Seller.** The Seller may assign its right to receive payments and its security interest. The Seller will give the Buyer a signed notice with the assignee's name, address, balance and payment details. Until the Buyer receives proper notice and, if requested, reasonable proof, payment to the Seller counts.

30.3 **Claims and defenses.** An assignee takes the payment rights subject to the terms of this Agreement and to the Buyer's claims and defenses, including those preserved by clause 27.4 where it applies. The Buyer does not waive those claims or defenses. The Seller remains responsible for its own promises unless the Buyer releases it in writing.

30.4 **Estate and successors.** This Agreement binds heirs, estate representatives, permitted assignees and successors to the extent the law allows. An estate representative may pay the balance or sell the Vehicle to pay it.

31. Amendment and waiver

31.1 **Changes.** A change to price, payment date, balance, cure time, Vehicle or lien is effective only in a writing signed by both Parties. A receipt or ledger entry does not change the price or interest rate. **This Agreement may not be modified or rescinded except by a signed writing.**

31.2 **Waiver.** A waiver applies only to the matter written in it. A Party who accepts a late payment, delays action or grants an extension does not waive a later default. If the law treats a course of conduct as a waiver, the Party will give reasonable notice before requiring strict performance again.

31.3 **Required rights.** A waiver or amendment cannot remove a right that the law does not allow a Party to waive.

Separate signature of Buyer to clause 31.1:

Separate signature of Seller to clause 31.1:

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

32. Severability

32.1 **Invalid term.** If a court finds a term unenforceable, the term is limited or removed only as much as necessary, and the other terms remain if the main exchange can still be performed.

32.2 **No unfair replacement.** This Section does not require a court to repair an unlawful interest, default or repossession term, and does not limit a remedy for using it. If removal of a term defeats the main exchange, the Parties may agree a lawful replacement in writing or seek cancellation and restitution.

33. Entire agreement

33.1 **Final terms.** The Parties intend this Agreement, its Schedules, a required bill of sale, the Title documents and the required disclosures to be the final written expression of their terms. They replace earlier and simultaneous discussions and advertisements, except a written factual statement expressly attached here.

33.2 **Order.** A mandatory law or government form controls over this Agreement. The Title controls for the odometer disclosure. If two private documents conflict, this Agreement controls, except that Schedule A controls the payment dates and amounts.

33.3 **Exceptions.** This Section does not exclude fraud, correction of a clerical mistake, a later signed change or a right that the law does not allow the Parties to exclude.

34. Counterparts and electronic signature

34.1 **Counterparts.** This Agreement may be signed in matching copies. Together they form one document. Each Party will receive a complete copy with the Schedules.

34.2 **Electronic form.** The Parties consent to electronic signatures and records where the law allows them. A Party may ask for paper before signing. Electronic consent does not waive a consumer disclosure rule.

34.3 **State documents.** The Title, lien and odometer documents must be signed in the form and by the process the Title Office accepts. A signed copy of this Agreement is not a replacement for those documents.

34.4 **Security terms.** The Buyer will sign the security terms in a paper or electronic form that Article 9 of the State's commercial code allows. The Seller will keep the complete signed record.

The Parties have read the completed Agreement and sign it on the dates below. The Buyer confirms that Sections 15 and 18 contain the warranty disclaimer and the security interest.

SELLER: [Seller's full legal name: _____]
Signature:
Date signed:

SELLER 2 (if there is a co-owner): [Co-owner selling: _____]
Signature:
Date signed:

BUYER: [Buyer's full legal name: _____]
Signature:

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

Date signed:

BUYER 2 (if there is a co-buyer): [Co-buyer: _____]
Signature:
Date signed:

SCHEDULE A: PAYMENT SCHEDULE

1. Purchase Price: [Purchase price: _____]

2. Deposit, down payment and trade-in: [Deposit: _____]; [Additional down payment: _____]; [Trade-in allowance: _____]

3. Starting Unpaid Balance: [Balance paid over time: _____]

4. Annual simple interest rate: [Annual interest rate: _____]

5. Number and frequency: [Number of installments: _____]; [Payment frequency: _____]

6. Regular installment: [Regular installment: _____]

7. First due date: [First payment date: _____]

8. Final due date and estimated final amount: [Final payment date: _____]; [Estimated final payment: _____]

9. Estimated total interest if every payment is on time: [Estimated total interest: _____]

10. Payment table attached: [Attached payment table: _____]

Payment ledger

Payment 1. Date received: / Amount: / Interest: / Principal: / Remaining balance: / Receipt initials:
Payment 2. Date received: / Amount: / Interest: / Principal: / Remaining balance: / Receipt initials:
Payment 3. Date received: / Amount: / Interest: / Principal: / Remaining balance: / Receipt initials:
Continue this ledger on an attached sheet for every remaining payment.

Paid in full on:Seller's signature:

SCHEDULE B: ODOMETER STATEMENT (RECORD COPY)

The disclosure on the Title controls. This Schedule does not replace it.

1. Vehicle: [Model year: _____] [Make: _____] [Model and trim: _____], [Body type: _____], VIN [VIN: _____]

2. Odometer reading and date: [Odometer at handover: _____]; [Closing date: _____]

3. Seller's certification, to the best of knowledge: [Odometer certification: _____]

The choices are: (a) the reading reflects the actual mileage; (b) the reading reflects mileage beyond the odometer's mechanical limits; or (c) the reading does not reflect the actual mileage and should not be relied on. If (c) is chosen: **WARNING - ODOMETER DISCREPANCY.**

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

4. Exemption claimed, if any: [Odometer exemption: _____]

5. Transfer date: [Closing date: _____]

Federal notice for a covered transfer: Federal law, and state law where it applies, requires the transferor to state the mileage upon transfer of ownership. A false statement or failure to complete the required disclosure may result in fines or imprisonment.

Seller (transferor) printed name and address: [Seller's full legal name: _____], [Seller's address: _____]
Signature:
Date:

Buyer (transferee) printed name and address: [Buyer's full legal name: _____], [Buyer's address: _____]
Signature confirming review:
Date:

SCHEDULE C: CLOSING CHECKLIST AND PAYMENT RECEIPT

1. Closing: [Closing date: _____], [Closing place: _____]

2. Deposit received: [Deposit: _____]

3. Down payment received and method: [Additional down payment: _____]; [Payment method at closing: _____]

4. Trade-in received: [Trade-in vehicle: _____]; [Trade-in allowance: _____]

5. Unpaid Balance after Closing: [Balance paid over time: _____]

6. Taxes and fees included in the Purchase Price: [Taxes and fees in price: _____]

7. Items to check before signing this receipt (initial each):

Title shown and VIN checked. Seller: / Buyer:
Title signed or electronic transfer completed. Seller: / Buyer:
Lien application signed and Seller shown as lienholder. Seller: / Buyer:
Existing Lien release or payoff confirmed, or none. Seller: / Buyer:
Odometer disclosure completed on Title, or exemption recorded. Seller: / Buyer:
Required damage, emissions and inspection forms delivered. Seller: / Buyer:
Proof of insurance shown. Seller: / Buyer:
Vehicle, keys and included items delivered. Seller: / Buyer:
Signed copies of all documents received. Seller: / Buyer:

8. Odometer at handover: [Odometer at handover: _____]

9. Time of Delivery: [Time of delivery: _____]

10. Exceptions or damage noted at handover: [Exceptions at handover: _____]

The Seller confirms receipt of the amounts above. The Buyer confirms receipt of the Vehicle and checked items. This receipt does not waive a right or correct a disclosure on the Title.

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.

Seller: [Seller's full legal name: _____]
Signature and date:

Buyer: [Buyer's full legal name: _____]
Signature and date:

Downloaded from legaldraftapp.com. General information, not legal advice. Have a qualified lawyer review this document before you rely on it.