

# CAR PURCHASE AGREEMENT

This car purchase agreement has been entered into as of [Agreement.Date] between [Seller Name] (Seller) and [Buyer Name] (Buyer).

## Payment

The total purchase price to be paid by Buyer to Seller for the vehicle listed is inclusive of all down payments made by Buyer. Total purchase price is broken down as follows:

1. Down-payment: \$[DownPayment.Amount] (Due to Seller on or before execution of this agreement.)
2. Payment Due at Delivery of Vehicle to Buyer: \$[RemainingBalance.Amount]
3. Payments can be made via cash, money order ,or with prior approval check made out to seller.

Name	Price	QTY	Subtotal
[Vehicle.Description]	\$0.00	1	\$0.00

Subtotal **\$0.00**

**Total \$0.00**

## Vehicle Description

The vehicle being sold is as follows:

- Make:
- Model:
- Body Type:
- Body Color:
- Year:
- Mileage:
- Vehicle Identification Number ("VIN"):

B. [Keys.Amount] keys for vehicle.

C. Vehicle Title clean of all liens and holds.

D. Other

## **Terms and Conditions**

Seller desires to sell the vehicle described above, Buyer accepts the above-mentioned vehicle and agrees to price and delivery of the "Acquired Vehicle", under the terms and conditions set forth below;

Buyer shall take possession of same, as agreed between both parties on or before ("Delivery Date"). If delivery is to be made at a date after the execution of this contract, acquired vehicle will be delivered in the same condition as inspection condition.

Seller is responsible for the execution all documents presented by Buyer which are necessary to transfer title and registration to buyer.

## **Warranty**

Warranties. This vehicle is sold "AS IS", and Seller does not in any way, expressly or impliedly, give any warranties to Buyer.

## **Odometer**

- Odometer Declaration. Seller agrees that the odometer in the Acquired Vehicle now reads miles and to the best of Seller's knowledge it reflects the actual mileage of the vehicle described herein.

## **Buyer Representation**

Buyer Representation. Buyer may have an individual represent themselves for signing of this agreement as long as said individual provides to Seller that he or she has the power and authority to do so on behalf of Buyer.

## **Buyer's Insurance & Tags**

Buyer acknowledges that unless prohibited by applicable law, any insurance coverage, license, tags, plates or registration maintained by Seller on the Acquired Vehicle shall be cancelled upon delivery of the Acquired Vehicle to, and the acceptance of, by Buyer.

## **Continuation of Warranties**

All representations and warranties contained in this Agreement (if any) shall continue in full force and effect after execution of this agreement. If either party later learns that a warranty or representation that it made is untrue, it is under a duty to promptly disclose this information to the other party in writing. No representation or warranty contained herein shall be deemed to have been waived or impaired by any investigation made by or knowledge of the other party to this Agreement.

## **Applicable Law and Jurisdiction**

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of New York and subject to the exclusive jurisdiction of the federal and state courts located in the State of New York.

## **Dispute Resolution**

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by confidential arbitration in New York City, before the New York State Arbitration Alternative's arbitrator(s) (the "NYSAA"). The arbitration shall be administered by the NYSAA either online or in person pursuant to its NYSAA Commercial Arbitration Rules & Procedures accessible at [www.nysaa.nyc](http://www.nysaa.nyc). The NYSAA Rules and Code of Ethics are hereby incorporated in this Agreement by reference. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

## **Entire Agreement**

This Agreement, including the attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement.

**Severability**

In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

**Acceptance**

Both signing parties acknowledge the acceptance and agreement of all terms, conditions and deliverables. Seller and Buyer affix their signatures as follows.

\_\_\_\_\_  
[Seller name]

\_\_\_\_\_  
[Buyer Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date