

Private Car Sale Contract

This Private Car Sale Contract is made and entered into _____ by and between

_____ (hereinafter known as "Seller")

and

_____ (hereinafter known as "Buyer").

WHEREAS, The Buyer and The Seller shall collectively be known herein as "the Parties",

WHEREAS, Seller desires to sell the vehicle described below, known herein as the "The Vehicle", under the terms and conditions set forth below;

WHEREAS, Buyer desires to purchase the The Vehicle offered for sale by Seller under the terms and conditions set forth below; and, therefore,

IN CONSIDERATION of the mutual promises and other valuable consideration exchanged by the Parties as set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

Description of the Vehicle

Make

Model

Body Type

Body Color

Year

Odometer Reading

Vehicle Identification Number

Consideration

The Buyer agrees to pay the Seller the full Purchase Price of \$ _____. The Payment Schedule shall be as follows:

- A down payment of \$ _____ shall be due upon the execution of this Contract.
- The balance of \$ _____ shall be paid in full by _____.

The Seller agrees to accept payment according to the above schedule and transfer ownership of the Vehicle upon receipt of payment in full. The Buyer acknowledges that failure to make any payment on the agreed-upon schedule may result in termination of this agreement and forfeiture of any deposit made. The Buyer further agrees to pay any additional costs or fees associated with late payment, such as interest or penalties.

Payment Method

Payment shall be made in _____.

If the Buyer chooses to make payment via a check, the Seller reserves the right to hold the vehicle until the check clears. If the buyer fails to make payment according to the agreed-upon schedule, the Seller may terminate this Contract and seek any available legal remedies.

The Parties agree to sign any necessary documentation to effectuate the payment and transfer of ownership of the Vehicle.

Late Fees

If the Buyer fails to make any payment according to the agreed-upon payment schedule, a Late Fee of

\$ _____

_____ % per day may be charged for each day that the payment is late, beginning on the due date of the missed payment.

The Late Fee shall be in addition to any other legal remedies available to the Seller, including but not limited to termination of this Contract and seeking any available legal remedies, including specific performance, damages, or any other relief available under the law.

The Seller may waive any late fees at their discretion, but any such waiver shall not constitute a waiver of any other rights or remedies available to the Seller.

Delivery of the Vehicle

The Seller shall deliver the vehicle to the Buyer on or before _____ at;

A the location specified by the Buyer:

A location specified by the Seller:

A location specified herein:

Inspection of the Buyer

The Buyer shall have the right to inspect the Vehicle within _____ days of the Delivery Date to ensure that it is in good working condition and meets the specifications set forth in this Contract.

If the Buyer discovers any defects or discrepancies during the inspection, the Buyer shall notify the Seller in writing within _____ days of the inspection date. The Seller shall have the right to repair or correct any defects or discrepancies, or to offer the Buyer a replacement Vehicle of equal or greater value.

If the Seller is unable or unwilling to repair or correct any defects or discrepancies, the Buyer shall have the right to cancel this Contract and demand a full refund of any payments made to the Seller.

The Buyer shall bear all costs associated with the inspection of the vehicle, including but not limited to any fees charged by a licensed mechanic or inspection facility.

The Seller makes no warranties or representations as to the condition of the vehicle, and the Buyer

Warranties

Warranties

This Vehicle is sold "AS IS", and Seller does not in any way, expressly or impliedly, give any warranties to Buyer. The Seller expressly disclaims any implied warranties of merchantability or of fitness for a particular purpose.

The Seller warrants that the Vehicle is free from any liens, encumbrances, or other claims to ownership, and that the Seller has the legal right to sell the Vehicle to the Buyer.

The Seller also warrants that to the best of his/her knowledge, the Vehicle is in good working condition and free from any defects or problems that would render it unsafe or unsuitable for normal use.

Odometer Declaration

Seller hereby states that the odometer in the Vehicle now reads _____ miles and to the best of Seller's knowledge it reflects the actual mileage of the Vehicle described herein.

Default

If either Party fails to fulfill any obligation under this Contract, the other Party may give notice of default and demand that the default be remedied within _____ days. If the default is not remedied within that time frame, the non-defaulting Party may terminate this Contract and seek any available legal remedies, including but not limited to specific performance, damages, or any other relief available under the law.

The following events will be considered a default under this agreement:

- Failure of the Buyer to make any payment according to the agreed-upon payment schedule.
- Failure of the Seller to transfer ownership of the vehicle to the buyer upon receipt of payment in full.
- Failure of the Seller to deliver the Vehicle to the Buyer on the agreed date and time at an agreed upon location.
- Any breach of the terms and conditions of this Contract by either Party.

Indemnification

The Buyer agrees to indemnify, defend, and hold harmless the seller and his/her agents, employees, successors, and assigns from and against any and all claims, damages, losses, liabilities, or expenses arising from the sale or use of the Vehicle, including but not limited to any claims of personal injury or property damage.

The Seller agrees to indemnify, defend, and hold harmless the buyer and his/her agents, employees, successors, and assigns from and against any and all claims, damages, losses, liabilities, or expenses arising from any misrepresentations or breaches of warranty made by the Seller regarding the Vehicle.

In the event that any legal action is brought against either party as a result of the sale or use of the Vehicle, the indemnified Party shall promptly notify the other party in writing and provide reasonable assistance in the defense of such action.

The indemnification obligations set forth in this agreement shall survive the termination of this agreement and shall be binding upon the parties and their respective successors and assigns.

Miscellaneous

This Contract contains the entire understanding between the parties with respect to the sale of the Vehicle and supersedes all prior negotiations, agreements, and understandings between the parties, whether written or oral.

Any modifications or amendments to this Contract must be in writing and signed by both Parties.

If any provision of this Contract is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

This Contract shall be governed by and construed in accordance with the laws of

_____.

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, Seller and Buyer affix their signatures hereto.

Buyer Signature

Seller Signature



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