

# AS-IS Car Sale Contract

This **AS-IS Car Sale Contract** ("**Contract**") is entered into on \_\_\_\_\_ ("**Effective Date**")

by and between the following parties:

**Seller**

**Buyer**

Seller and Buyer may each be referred to as a "**Party**" and together as the "**Parties.**"

## 1. Sale of Vehicle

Seller agrees to sell, transfer, and deliver to Buyer, and Buyer agrees to purchase from Seller, the vehicle described below ("**Vehicle**") on the terms set out in this Contract.

Vehicle Information	Details
Make	
Model	
Year	
Vehicle Identification Number	
License Plate Number	
Odometer Reading	
Color	
Title or Registration Number	
Included Accessories or Items	

## 2. Purchase Price

Buyer shall pay Seller the total purchase price of \_\_\_\_\_ ("**Purchase Price**") for the Vehicle.

The Purchase Price shall be paid as follows: \_\_\_\_\_, on or before \_\_\_\_\_.

Seller is not required to transfer possession or title of the Vehicle until Seller has received the Purchase Price in full, unless the Parties agree otherwise in writing.

### **3. Deposit**

Buyer shall pay a deposit of \_\_\_\_\_ on \_\_\_\_\_. The deposit shall be applied toward the Purchase Price.

If Buyer fails to complete the purchase without a valid reason under this Contract, Seller may retain the deposit as compensation for holding the Vehicle off the market. If Seller fails to complete the sale without a valid reason under this Contract, Seller shall return the deposit to Buyer.

### **4. AS-IS Sale**

Buyer acknowledges and agrees that the Vehicle is being sold AS IS, WHERE IS, and WITH ALL FAULTS, whether known or unknown.

Except for Seller's express statements in this Contract, Seller makes no warranty, promise, or guarantee regarding the Vehicle, including any warranty about condition, quality, fitness for a particular purpose, roadworthiness, safety, mileage accuracy beyond Seller's stated knowledge, mechanical condition, emissions compliance, or future performance.

Buyer accepts full responsibility for inspecting the Vehicle before purchase and for deciding whether the Vehicle is suitable for Buyer's intended use.

### **5. Buyer Inspection**

Buyer confirms that Buyer has had the opportunity to inspect the Vehicle, test drive the Vehicle, review available records, and obtain an independent inspection by a mechanic or other qualified person before signing this Contract.

Buyer's decision to purchase the Vehicle is based on Buyer's own inspection, judgment, and acceptance of the Vehicle's condition, and not on any statement by Seller unless that statement is expressly written in this Contract.

## 6. Seller's Statements About the Vehicle

Seller states, to the best of Seller's knowledge, that:

- The Vehicle is owned by Seller and Seller has the right to sell it.
- The Vehicle identification information listed in this Contract is accurate.
- The odometer reading listed in this Contract reflects the mileage shown on the Vehicle as of the date of sale, except as follows: \_\_\_\_\_.
- The Vehicle is subject to the following known liens, loans, security interests, or claims:  
\_\_\_\_\_.
- The Vehicle has the following known defects, damage, prior accidents, title branding, or mechanical issues: \_\_\_\_\_.
- Seller has not knowingly concealed any material defect or title issue relating to the Vehicle.

## 7. Title Transfer and Registration

Seller shall provide Buyer with the documents reasonably required to transfer title or ownership of the Vehicle, including \_\_\_\_\_.

Buyer is responsible for submitting all transfer, registration, tax, insurance, inspection, and licensing documents required after the sale, unless otherwise required by applicable law.

Buyer shall be responsible for all taxes, registration fees, title fees, license fees, inspection fees, emissions fees, and other governmental charges arising from Buyer's ownership or registration of the Vehicle after the sale.

## 8. Delivery and Risk of Loss

Seller shall deliver possession of the Vehicle to Buyer on \_\_\_\_\_ at \_\_\_\_\_.

Risk of loss, damage, theft, fines, penalties, towing charges, storage charges, traffic violations, and all other responsibility for the Vehicle shall pass to Buyer when Buyer receives possession of the Vehicle or when title transfers to Buyer, whichever occurs first.

Buyer is responsible for arranging insurance before operating or transporting the Vehicle.

## 9. No Financing by Seller

Unless expressly stated in this Contract, Seller is not providing financing to Buyer. Buyer's obligation to pay the Purchase Price is not conditional on Buyer obtaining financing, loan approval, insurance, registration, or any other third-party approval.

## 10. No Return or Cancellation Right

After Buyer has paid the Purchase Price and accepted possession of the Vehicle, the sale is final.

Buyer shall not have the right to return the Vehicle, cancel the purchase, demand a refund, or require Seller to pay for repairs, unless Seller has made a written statement in this Contract that is materially false or unless applicable law requires otherwise.

## 11. Liens and Payoff Obligations

If the Vehicle is subject to a lien, loan, or security interest disclosed in this Contract, the Parties shall handle payoff and title release as follows: \_\_\_\_\_.

Seller shall not transfer the Vehicle to Buyer free of a disclosed lien unless the lienholder has released or agreed to release its interest according to the agreed payoff process.

If Seller has represented that there are no liens, loans, or security interests affecting the Vehicle, Seller shall be responsible for resolving any undisclosed lien or ownership claim that existed before the sale.

## 12. Tickets, Fines, and Prior Charges

Seller is responsible for parking tickets, traffic violations, tolls, fines, towing charges, storage charges, and similar charges incurred before Buyer receives possession of the Vehicle.

Buyer is responsible for parking tickets, traffic violations, tolls, fines, towing charges, storage charges, and similar charges incurred after Buyer receives possession of the Vehicle.

### **13. Taxes and Fees**

Buyer shall pay all sales taxes, use taxes, transfer taxes, registration fees, title fees, inspection fees, emissions fees, and similar costs connected with Buyer's purchase, registration, or ownership of the Vehicle, unless applicable law requires otherwise.

Seller shall pay any fees or charges required to release Seller's interest in the Vehicle or remove any lien that Seller is obligated to remove.

### **14. Indemnification**

Buyer shall be responsible for, and shall reimburse Seller for, any claims, losses, fines, penalties, damages, costs, or expenses arising from Buyer's ownership, possession, operation, storage, registration, transportation, or use of the Vehicle after Buyer receives possession.

Seller shall be responsible for, and shall reimburse Buyer for, any claims, losses, damages, costs, or expenses arising from Seller's lack of ownership authority, undisclosed liens, or materially false written statements made by Seller in this Contract.

### **15. Limitation of Seller Responsibility**

Seller shall not be responsible for repair costs, maintenance costs, inspection failures, emissions failures, breakdowns, defects, diminished value, or future problems with the Vehicle after the sale, except to the extent caused by Seller's materially false written statement in this Contract or as otherwise required by applicable law.

### **16. Default**

Buyer will be in default if Buyer fails to pay the Purchase Price when due, fails to complete required transfer documents, or refuses to complete the purchase after signing this Contract without a valid reason.

Seller will be in default if Seller fails to deliver the Vehicle, fails to provide required ownership transfer documents, or knowingly provides materially false written information about ownership, liens, or the Vehicle's condition.

The non-defaulting Party may seek any remedies available under this Contract or applicable law.

## 16. Default

Buyer will be in default if Buyer fails to pay the Purchase Price when due, fails to complete required transfer documents, or refuses to complete the purchase after signing this Contract without a valid reason.

Seller will be in default if Seller fails to deliver the Vehicle, fails to provide required ownership transfer documents, or knowingly provides materially false written information about ownership, liens, or the Vehicle's condition.

The non-defaulting Party may seek any remedies available under this Contract or applicable law.

## 17. Termination Before Completion of Sale

Either Party may terminate this Contract before completion of the sale if the other Party materially fails to perform an obligation under this Contract and does not correct the failure within \_\_\_\_\_ after receiving written notice.

If this Contract is terminated before completion of the sale due to Buyer's default, Seller may retain the deposit as provided in the Deposit clause.

If this Contract is terminated before completion of the sale due to Seller's default, Seller shall return any deposit or payment received from Buyer.

Termination does not affect any payment, reimbursement, confidentiality, indemnification, or other obligation that by its nature should continue after termination.

## 18. Notices

Any notice under this Contract shall be given in writing and delivered by hand, email, certified mail, courier, or another method that provides evidence of delivery.

Notices shall be sent to the addresses or email addresses listed in the first page of this Contract, unless a Party gives written notice of a different address.

## 19. Entire Contract

This Contract contains the entire agreement between the Parties regarding the sale of the Vehicle. It replaces all prior discussions, advertisements, messages, negotiations, understandings, or agreements relating to the Vehicle, whether written or oral.

Buyer acknowledges that Buyer has not relied on any statement, description, advertisement, or representation about the Vehicle unless it is expressly included in this Contract.

## 20. Amendments

Any amendment to this Contract must be in writing and signed by both Parties.

A text message, email, or oral statement shall not amend this Contract unless it clearly states that it is intended to amend this Contract and is signed or expressly accepted in writing by both Parties.

## 21. Assignment

Buyer may not assign Buyer's rights or obligations under this Contract before completion of the sale without Seller's written consent.

Seller may not assign Seller's obligations under this Contract before completion of the sale without Buyer's written consent.

## 22. Severability

If any part of this Contract is found to be invalid or unenforceable, the remaining parts shall continue in effect to the fullest extent permitted by law.

## 23. Governing Law and Dispute Resolution

This Contract shall be governed by the laws of \_\_\_\_\_, without regard to conflict-of-law rules.

The Parties shall first attempt to resolve any dispute through good-faith discussion. If the dispute is not resolved within \_\_\_\_\_ days after written notice of the dispute, either Party may pursue available legal remedies in the courts or dispute resolution forum located in \_\_\_\_\_, unless applicable law requires a different forum.

## 24. Counterparts and Electronic Signatures

This Contract may be signed in counterparts, each of which will be treated as an original, and all of which together will form one agreement.

Electronic signatures, digital signatures, and signatures transmitted electronically shall have the same effect as handwritten signatures to the fullest extent permitted by applicable law.

## 25. Acknowledgment

By signing below, each Party confirms that the Party has read this Contract, understands its terms, has had the opportunity to ask questions and seek independent advice, and voluntarily agrees to be bound by it.

Buyer specifically acknowledges that the Vehicle is being purchased AS IS, WHERE IS, and WITH ALL FAULTS.

**Seller**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Buyer**

**Name**

**Date**

**Signature**

\_\_\_\_\_



This document is a PDF copy of **AS-IS Car Sale Contract** template. You can edit it with **Jotform Sign** and convert to an eSign document with **Jotform Sign**.



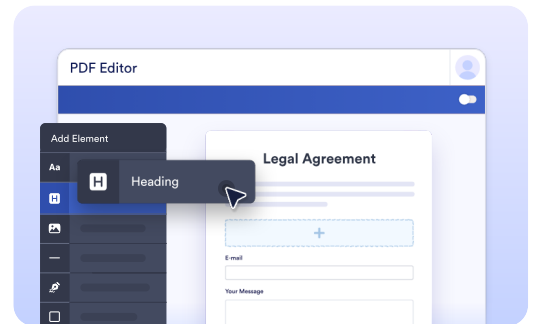
## Learn More About Jotform PDF Products

Jotform offers powerful PDF solutions. Check them out below.

### Jotform PDF Editor

Turn form submissions into PDFs automatically ready to download or save for your records.

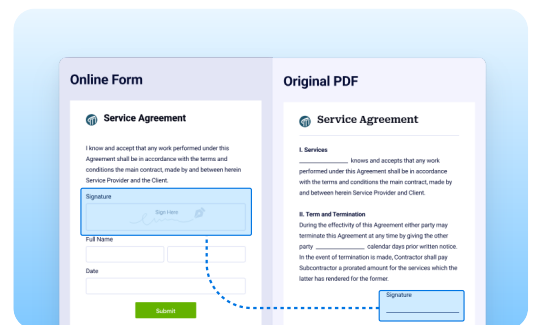
[jotform.com/products/pdf-editor/](https://jotform.com/products/pdf-editor/)



### Smart PDF Forms

Convert your PDF files into online forms that are easy to fill out on any device.

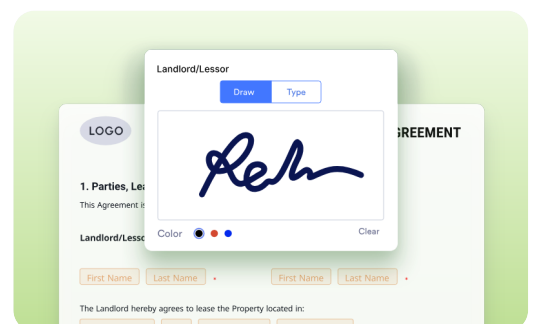
[jotform.com/products/smart-pdf-forms/](https://jotform.com/products/smart-pdf-forms/)



### Jotform Sign

Collect e-signatures with Jotform Sign to automate your signing process.

[jotform.com/products/sign/](https://jotform.com/products/sign/)



These templates are suggested forms only. If you're using a form as a contract, or to gather personal (or personal health) info, or for some other purpose with legal implications, we recommend that you do your homework to ensure you are complying with applicable laws and that you consult an attorney before relying on any particular form.