

Used Car Sale Contract

This **Used Car Sale Contract** ("**Contract**") is entered into on _____ by and between the parties below:

Seller

Buyer

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

1. Recitals

WHEREAS, Seller is the owner or authorized seller of the motor vehicle described in this Contract;

WHEREAS, Buyer wishes to purchase the vehicle from Seller on the terms stated in this Contract; and

WHEREAS, the Parties intend this Contract to set out their respective rights and obligations in connection with the sale and transfer of the vehicle.

The Parties agree as follows.

2. Vehicle Description

Seller agrees to sell, and Buyer agrees to purchase, the used motor vehicle described below ("**Vehicle**"):

Make		VIN	
Model		License Plate Number	
Year		Odometer Reading	
Body Type		Title or Registration No	
Color		Current Location of Vehicle	

Seller represents that the Vehicle described above is the vehicle being sold under this Contract.

3. Purchase Price

Buyer shall purchase the Vehicle for the total purchase price of _____
 (“Purchase Price”).

The Purchase Price shall be paid as follows:

Payment Item	Amount	Due Date	Payment Method
Deposit, if any			
Balance			
Total Purchase Price			

Unless otherwise stated in this Contract, all payments shall be made in cleared funds before or at the time Seller delivers possession of the Vehicle to Buyer.

4. Deposit

If Buyer pays a deposit, the deposit shall be applied toward the Purchase Price. The deposit is refundable only if Seller is unable or unwilling to transfer the Vehicle in accordance with this Contract, unless the Parties agree otherwise in writing.

If Buyer fails to complete the purchase without lawful excuse, Seller may retain the deposit as compensation for reasonable losses, administrative costs, and the Vehicle being withdrawn from sale, subject to applicable law.

5. Sale of Used Vehicle

Buyer acknowledges that the Vehicle is a used vehicle and may show signs of prior use, wear, age, mileage, repairs, replacement parts, or cosmetic imperfections.

Except for the express statements made by Seller in this Contract, Buyer agrees that Buyer has not relied on any statement, advertisement, description, or representation concerning the Vehicle unless it is included in this Contract.

6. Inspection and Test Drive

Buyer confirms that Buyer has been given a reasonable opportunity to inspect the Vehicle, review available records, ask questions, and arrange an independent mechanical inspection before signing this Contract.

Buyer accepts responsibility for determining whether the Vehicle is suitable for Buyer's intended use. Any inspection, test drive, or review conducted by Buyer or Buyer's representative does not reduce Seller's responsibility for any express representation made in this Contract.

7. Seller's Representations

Seller represents to Buyer that, as of the date of signing this Contract:

- Seller is the lawful owner of the Vehicle or is legally authorized to sell the Vehicle.
- Seller has the right to transfer ownership of the Vehicle to Buyer.
- To Seller's knowledge, the Vehicle identification number stated in this Contract is accurate.
- To Seller's knowledge, the odometer reading stated in this Contract is accurate, unless Seller discloses otherwise in the Odometer Disclosure clause.
- Seller has disclosed to Buyer any known material defects, accident history, title branding, flood damage, salvage status, major mechanical issues, or liens affecting the Vehicle.
- Seller shall provide Buyer with the documents reasonably required to transfer ownership of the Vehicle, including the signed title, registration documents, bill of sale, release of lien, or equivalent transfer documents, as applicable.

8. Buyer's Representations

Buyer represents to Seller that:

- Buyer has the legal capacity and authority to enter into this Contract.
- Buyer has reviewed the Vehicle and accepts the Vehicle subject to the terms of this Contract.
- Buyer is responsible for arranging insurance, registration, taxes, transfer fees, licensing, inspections, and any other post-sale requirements unless expressly stated otherwise in this Contract.
- Buyer shall not operate the Vehicle on public roads unless Buyer has satisfied all legal requirements for insurance, licensing, registration, and vehicle use.

9. Odometer Disclosure

Seller states that the odometer reading of the Vehicle at the time of sale is _____.

Seller certifies, to the best of Seller’s knowledge, that this reading reflects the actual mileage of the Vehicle, unless stated below:

Buyer acknowledges receiving this odometer disclosure before completing the purchase.

10. Known Condition and Disclosures

Seller discloses the following known condition information concerning the Vehicle:

Disclosure Item	Seller's Disclosure
Known mechanical issues	
Known electrical issues	
Prior accidents or collision damage	
Flood, fire, or frame damage	
Title status	
Existing liens or finance interests	
Included service records	
Included accessories, keys, or manuals	
Other disclosures	

Seller’s disclosure of known issues does not create a warranty unless this Contract expressly states that a warranty is being provided.

11. Liens and Encumbrances

Seller shall transfer the Vehicle to Buyer free from any lien, security interest, loan, finance claim, ownership claim, or other third-party interest, except as disclosed in this Contract.

If the Vehicle is subject to an existing lien or finance obligation, Seller shall ensure that the lien is released before or at the time ownership is transferred to Buyer, unless Buyer expressly agrees in writing to another arrangement.

12. Transfer of Ownership

Ownership of the Vehicle shall transfer to Buyer when all of the following have occurred:

- Buyer has paid the Purchase Price in full in cleared funds.
- Seller has delivered possession of the Vehicle to Buyer.
- Seller has provided Buyer with the signed title or other documents required for transfer of ownership.
- The Parties have signed this Contract and any required sale or transfer documents.

Seller shall cooperate reasonably with Buyer to complete the transfer of title or registration. Buyer shall be responsible for filing transfer documents with the relevant authority unless applicable law or the Parties' written agreement requires Seller to do so.

13. Delivery of Vehicle

Seller shall deliver possession of the Vehicle to Buyer on _____ at _____, unless the Parties agree in writing to another date or location.

At delivery, Seller shall provide Buyer with the Vehicle, available keys, included accessories, and transfer documents identified in this Contract.

Buyer shall inspect the Vehicle at delivery and promptly notify Seller of any issue that is inconsistent with the express terms of this Contract.

14. Risk of Loss

Risk of loss, theft, damage, fines, penalties, parking charges, towing charges, and responsibility for the Vehicle shall pass to Buyer upon delivery of possession of the Vehicle.

Seller remains responsible for fines, penalties, tolls, parking charges, towing charges, or similar obligations arising from Seller's use or ownership of the Vehicle before delivery.

Buyer is responsible for such obligations arising after delivery.

15. Taxes, Fees, and Registration

Buyer shall be responsible for all taxes, registration fees, title transfer fees, licensing fees, inspection fees, insurance costs, and governmental charges arising from the purchase, registration, and use of the Vehicle after sale, unless this Contract expressly states otherwise.

Seller shall be responsible for any taxes, penalties, or charges arising from Seller's ownership or use of the Vehicle before delivery.

16. No Warranty Except as Expressly Stated

The Vehicle is sold as a used vehicle in its present condition, subject only to the express representations and disclosures made by Seller in this Contract.

Seller does not provide any warranty regarding the Vehicle's future performance, condition, fitness for a particular purpose, roadworthiness, merchantability, repair history, or remaining useful life, unless a specific written warranty is included in this Contract.

Nothing in this clause limits any rights or remedies that cannot lawfully be excluded.

17. No Dealer or Manufacturer Warranty

Unless expressly stated in writing, Seller does not transfer or provide any dealer warranty, manufacturer warranty, service contract, maintenance plan, or roadside assistance plan.

If any existing third-party warranty or service plan may be transferable, Buyer is responsible for confirming transfer requirements and paying any transfer fee, unless the Parties agree otherwise in writing.

18. Buyer Default

Buyer will be in default if Buyer fails to pay the Purchase Price when due, fails to complete the purchase after signing this Contract, provides false information, or otherwise materially breaches this Contract.

If Buyer defaults, Seller may cancel the sale, retain any deposit as permitted under the Deposit clause, refuse delivery of the Vehicle, and seek any other remedy available under this Contract or applicable law.

19. Seller Default

Seller will be in default if Seller fails to transfer ownership of the Vehicle, fails to deliver the Vehicle as required, provides materially false information, fails to disclose a known material issue required to be disclosed under this Contract, or otherwise materially breaches this Contract.

If Seller defaults, Buyer may cancel the purchase, receive a refund of amounts paid, and seek any other remedy available under this Contract or applicable law.

20. Termination

Either Party may terminate this Contract before transfer of ownership if the other Party materially breaches this Contract and fails to correct the breach within _____ days after receiving written notice.

Seller may terminate this Contract if Buyer fails to pay the Purchase Price in accordance with this Contract.

Buyer may terminate this Contract if Seller cannot provide clear title, cannot deliver the Vehicle, or cannot provide the required transfer documents.

Upon termination, each Party shall return any property, documents, funds, or materials received from the other Party, except that Seller may retain the deposit to the extent permitted under the Deposit clause.

Termination does not affect any rights or obligations that arose before termination, including payment obligations, refund obligations, disclosure obligations, and responsibility for losses caused by breach.

21. Notices

Any notice under this Contract shall be given in writing and delivered by hand, email, courier, certified mail, or another method that provides evidence of delivery. Notices shall be sent to the Party's address or email address stated in the first page of this Agreement, or to any updated contact details provided in writing.

A notice is effective when received, unless the notice is sent by email and the sender receives a delivery failure message.

22. Entire Agreement

This Contract contains the entire agreement between the Parties concerning the sale of the Vehicle. It replaces all prior discussions, advertisements, negotiations, messages, statements, or understandings relating to the Vehicle, except for documents that must be completed to transfer ownership.

23. Amendment

This Contract may be amended only by a written document signed by both Parties. Verbal changes are not binding unless confirmed in a signed written amendment.

24. Assignment

Buyer may not assign Buyer's rights or obligations under this Contract without Seller's prior written consent before ownership is transferred.

Seller may not assign Seller's obligations under this Contract if doing so would prevent Buyer from receiving clear ownership of the Vehicle.

25. Severability

If any clause of this Contract is found to be invalid or unenforceable, the remaining clauses shall continue to apply to the fullest extent permitted by law. The invalid or unenforceable clause shall be interpreted as closely as possible to the Parties' original intent while remaining lawful.

26. 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 discussions. If the dispute cannot be resolved informally, either Party may pursue available remedies before a court or other competent authority located in _____, unless applicable law requires a different forum.

27. Counterparts and Electronic Signature

This Contract may be signed in counterparts, and each signed counterpart shall be treated as an original. Signatures delivered electronically shall have the same effect as handwritten signatures to the extent permitted by applicable law.

28. Acknowledgment

Each Party confirms that the Party has read this Contract, understands its terms, has had an opportunity to ask questions and obtain independent advice, and signs this Contract voluntarily.

29. Signatures

By signing below, the Parties agree to be bound by this Used Car Sale Contract.

Seller

Name

Date

Signature

Buyer

Name

Date

Signature



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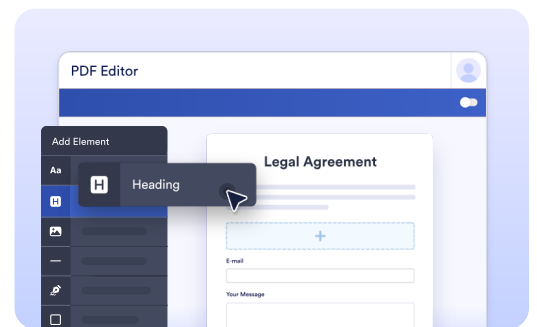
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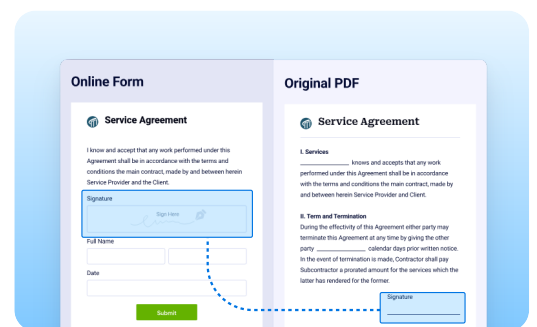
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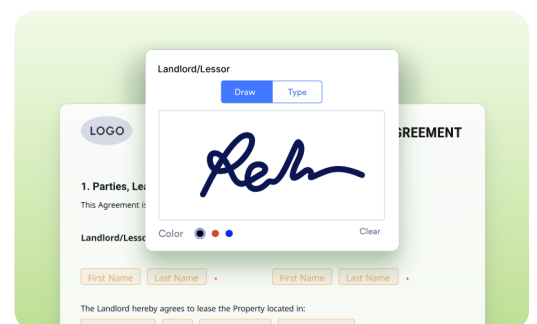
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