

AUTOMOBILE PURCHASE AGREEMENT

This Motor Vehicle Purchase Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [BUYER NAME], a Individual with an address of [BUYER S ADDRESS] ("Buyer"), and [SELLER NAME], a Individual with an address of [SELLER S ADDRESS] ("Seller").

1. Vehicle

Seller agrees to sell, and Buyer agrees to purchase, the following motor vehicle (the "Vehicle"):

- **Year:** [VEHICLE YEAR]
- **Make:** [VEHICLE MAKE]
- **Model:** [VEHICLE MODEL]
- **VIN:** [VEHICLE IDENTIFICATION NUMBER VIN]
- **Color:** [VEHICLE COLOR]
- **Odometer reading at time of sale:** [ODOMETER READING MILES AT TIME OF] miles
- **Certificate of Title number:** [CERTIFICATE OF TITLE NUMBER]

2. Purchase Price

The total purchase price is ***** (), payable by cash, cashier's check, wire transfer, or other immediately available funds at delivery, unless otherwise agreed in writing.

3. Federal Odometer Disclosure (49 U.S.C. §32705; 49 C.F.R. Part 580)

ODOMETER DISCLOSURE STATEMENT — Federal and state law require that Seller state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

Seller certifies, to the best of Seller's knowledge, that the odometer reading of [ODOMETER READING MILES AT TIME OF] miles (check one):

- Reflects the ACTUAL MILEAGE of the Vehicle.
- Is IN EXCESS OF ITS MECHANICAL LIMITS.
- Is NOT THE ACTUAL MILEAGE. **WARNING — ODOMETER DISCREPANCY.**

Buyer acknowledges receipt of this disclosure.

4. Title Transfer and Delivery

Seller represents and warrants good and marketable title, free and clear of all liens, security interests, and encumbrances, except as expressly disclosed in writing. At delivery, Seller shall deliver: (a) the Certificate of Title, duly endorsed; (b) a signed Bill of Sale; (c) a completed odometer disclosure on the form required by [STATE]; (d) current registration and, where applicable, emissions/smog certification; and (e) keys, remotes, and owner's manuals in Seller's possession.

Buyer is responsible for registration, sales/use tax, registration fees, and insurance before operating the Vehicle.

5. Condition of Vehicle

AS-IS SALE. The Vehicle is sold **AS-IS, WHERE-IS, WITH ALL FAULTS AND DEFECTS, WHETHER KNOWN OR UNKNOWN.** Seller makes no representations or warranties, express or implied, regarding condition, merchantability, or fitness for a particular purpose. Buyer has had the opportunity to inspect and/or obtain an independent mechanical inspection and accepts the Vehicle in its present condition. This "as-is" disclaimer does not waive non-waivable consumer-protection rights under the laws of [STATE] or any non-disclaimable warranty of title under U.C.C. §2-312.

6. Federal Used Car Rule (16 C.F.R. Part 455)

If Seller is a dealer, Seller shall post and deliver a completed Buyers Guide as required by the FTC Used Car Rule. The Buyers Guide information supersedes any contrary provisions regarding warranties. If Seller is a private party (non-dealer), the Used Car Rule does not apply.

7. Risk of Loss; Delivery Location

Risk of loss remains with Seller until physical delivery and transfer of title. Delivery shall occur on **** at a mutually agreed location.

8. Lemon Law and State-Specific Rights

Nothing herein waives any rights under the lemon laws or used-vehicle warranty statutes of [STATE]. Buyer is advised to review state-specific consumer-protection rights.

9. Dispute Resolution

Mediation then arbitration in [VENUE CITY], [STATE].

Prevailing Party recovers attorney's fees.

10. General Provisions

Governing Law: [STATE]. **Entire Agreement; Counterparts; Electronic Signatures** under ESIGN/UETA. **Severability; Notices in writing.**

11. Signatures

Buyer

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Seller

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE