

CONTRACT AND BILL OF SALE FOR AUTOMOBILE

_____ ("Seller") agrees to sell to _____ ("Buyer") the following automobile: [specify make, model and year of car], with Vehicle Identification Number _____ (the "Vehicle"), pursuant to these terms:

1. The date of the sale of the Vehicle will be _____, 20__.
2. The total purchase price of the Vehicle will be _____ Dollars (\$_____).
3. In exchange for the Vehicle, the Buyer will pay Seller the total purchase price of the Vehicle on the day of the sale by cashier's check, money order, or cash. [ALTERNATIVE: In exchange for Vehicle, on the day of the sale, Buyer will pay Seller \$_____ by cashier's check, money order, or cash as a downpayment for the vehicle and will sign a promissory note for the balance of the total purchase price, which shall be due in full on or before _____.]
4. Upon receipt of payment as provided above, The Seller agrees to provide the following documents to Buyer on the sale date:
 - Certificate of Title (including Odometer Disclosure Section), signed by Seller.
 - The current registration for the Vehicle.
5. The Seller agrees to deliver the Vehicle to Buyer with a current registration and a clear title. Seller warrants that Seller is the legal owner of the Vehicle and that the Vehicle is free of all legal claims, liens, and encumbrances. The Seller agrees to pay for and deliver any necessary smog certification to Buyer before the sale date. [NOTE: an updated smog certification may not be required if the Vehicle is less than four years old.]
6. The Vehicle is sold "as is," and the Seller makes no express or implied warranties as to the condition or performance of the Vehicle, except as follows: to the best of Seller's knowledge, this vehicle:
 - is is not a salvage vehicle.
 - has has not been declared a total loss by an insurance company.
 - has has not been repaired pursuant to a Lemon Law.
7. The Buyer agrees to register the Vehicle in his/her name with the California Department of Motor Vehicles within one week of the date of the sale.

[Name of Seller]

Date: _____

[Name of Buyer]

Date: _____

***OTHER POINTS TO REMEMBER:**

- The Seller should file a Notice of Transfer and Release of Liability with the DMV within 5 days of the sale. This notice can be filed online at <http://www.dmv.ca.gov/online/nrl/welcome.htm>
- The Buyer must go to the DMV to complete the transfer of ownership within 10 days of the sale.