

Sample of Drafted Contract by Phil Mauriello

Car Purchase Agreement

This Car Purchase Agreement, dated September 1, 2016 is between Barbara Balram (the “**Seller**”) and Tom Rogers (the “**Buyer**”).

Background

This agreement provides for the sale to the Buyer of the Seller’s Car, a 2015 red Acura (the “**Car**”) garaged at the Seller’s house, located at 1155 Island Avenue, San Diego, California, 92101.

The seller and the buyer agree as follows:

Article 1 - Definitions

1.1 Definition. The terms defined in the preamble and recital have their assigning meanings, and each of the following terms has the meaning assigned to it:

“**Agreement**” means this Car Purchase Agreement, its Schedules, and Exhibits, each as amended from time to time.

“**Closing**” meaning the consummation of transaction that this agreement contemplates.

“**Closing Date**” has the meaning assigned to it in Section 2.3.

“**The Car**” the item described in section 3.

Article 2 - Purchase and Sale

2.1 Purchases and Sale. At the Closing, the Seller shall sell the Car to the Buyer, and the Buyer shall purchase the Car from the Seller.

2.2 Purchase Price. The Purchase price for the Car is \$11,000.

2.3 The Closing. The closing will take place on the last day of the month that follows the month in which the Car Purchase Agreement is signed. The Closing is to occur on October 31, 2016, or another date as to which the Seller and the Buyer agree (the date the transaction closes, the “**Closing Date**”). It is to take place at the offices of Mauriello, Robinson, and Rodriguez at 1155 Island, San Diego, California, beginning at 9:00 a.m. local time, on said date.

2.4 Instruments of Transfers; Payments of Purchase Price; Further Assurances.

- (a.) **Seller's Deliveries.** At the Closing, the Seller shall execute and deliver to the Buyer
- (i.) a general warranty for the Car, substantially in the form of Exhibit B; and
 - (ii.) any other instrument or instruments of transfer that may be necessary or appropriate to vest in the Buyer good title to the Car.
- (b.) **Buyer's Deliveries.** At the Closing, the Buyer shall deliver to the Seller by certified check, \$11,000 immediately upon the Closing.
- (c.) **Further Assurances.** Following the Closing, at the request of the Buyer, the Seller shall deliver any further instruments of transfer and take all reasonable action that may be necessary or appropriate to vest in the Buyer good title the Car.

Article 3- Seller's Representations and Warranties

The Seller represents and warrants to the Buyer as Follows:

- 3.1 The Car.** The Car is a red, 2015 Acura.
- 3.2 The Mileage.** It has been driven 26,000 miles.
- 3.3 The Title.** The Seller owns the Car, and it is not subject to any liens.
- 3.4 Maintenance and Condition.** The Car has been maintained in accordance with the owner's manual and is in good operating condition, normal wear and tear excepted.

Article 4- Buyer's Representations and Warranties.

The Buyer represents and warrants to the Buyer as Follows:

- 4.1 Financing.** The Buyer has sufficient funds and will pay the Seller with a certified check the purchase price.

Article 5- Seller's Covenants

From the date of this Agreement to the Closing Date, the Seller shall perform as follows:

- 5.1. Paint.** The Seller shall not paint the Car.

5.2 Mileage. The Seller shall not drive the Car more than 500 miles or shall not exceed the mileage of 26, 500.

5.3 Garaging. The Seller shall garage the Car.

5.4 Maintenance. The Seller shall continue to maintain the car in accordance with Section 3.4.

Article 6- Conditions to the Seller's Obligations

The Seller is obligated to consummate the transactions that this Agreement contemplates only if each of the following has been satisfied or waived on or before the Closing Date.

6.1 Representations and Warranties. The Buyer's representations and warranties must have been true on the date that they were made and must be true as of the Closing Date with the same force and effect as though made on and as of the Closing Date.

6.2 Covenants. The Buyer must have performed each of the covenants to be performed by him on or before the Closing Date.

6.3 Buyer's Closing Certificate. The Seller must have received a certificate of the Buyer, certifying to the truth of the Statements in Sections 6.1 and 6.2.

Article 7- Conditions to the Seller's Obligations

The Seller is obligated to consummate the transactions that this Agreement contemplates only if each of the following has been satisfied or waived on or before the Closing Date.

7.1 Representations and Warranties. The Seller representations and warranties must have been true on the date that they were made and must be true as of the Closing Date with the same force and effect as though made on and as of the Closing Date.

7.2 Covenants. The Seller must have performed each of the covenants to be performed by him on or before the Closing Date.

7.3 Seller's Closing Certificate. The Buyer must have received a certificate of the Buyer, certifying to the truth of the Statements in Sections 7.1 and 7.2.

Article 8- Conditions to the Seller’s Obligations

The Seller is obligated to consummate the transactions that this Agreement contemplates only if each of the following has been satisfied or waived on or before the Closing Date.

8.1 Representations and Warranties. The Seller representations and warranties must have been true on the date that they were made and must be true as of the Closing Date with the same force and effect as though made on and as of the Closing Date.

8.2 Covenants. The Seller must have performed each of the covenants to be performed by him on or before the Closing Date.

8.3 Seller’s Closing Certificate. The buyer must have received a certificate of the Buyer, certifying to the truth of the Statements in Sections 7.1 and 7.2.

To the evidence the parties’ agreement to this Agreement, they have executed and delivered it on the date stated in the preamble.

Seller

Buyer
