

# Class 1 Classic Cars, LLC

(732) 277-9021

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## VEHICLE SALES AGREEMENT

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THIS VEHICLE SALES AGREEMENT is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **CLASS 1 CLASSIC CARS, LLC** (hereinafter referred to as "Seller") and \_\_\_\_\_, whose address is \_\_\_\_\_, (hereinafter referred to as "Buyer"). Seller and Buyer shall collectively be referred to herein as "the Parties."

### ~BACKGROUND~

WHEREAS, Seller desires to sell the vehicle described below (hereinafter referred to as "the Vehicle"), under the terms and conditions set forth below; and

WHEREAS, Buyer desires to purchase the Vehicle offered for sale by Seller under the terms and conditions set forth below; now therefore;

### ~TERMS AND CONDITIONS~

IN CONSIDERATION of the mutual promises and other valuable consideration exchanged between the Parties as set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

#### A. DESCRIPTION OF VEHICLE

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Year: \_\_\_\_\_ Miles: \_\_\_\_\_

Vehicle Identification Number (VIN): \_\_\_\_\_

Engine Number (optional): \_\_\_\_\_

#### B. CONSIDERATION

1. Purchase Price. The total purchase price to be paid by Buyer to Seller for the Vehicle is \$\_\_\_\_\_ (hereinafter "the Purchase Price") to be paid as follows:
  - a. Holding Deposit. The Buyer shall pay to Seller the Holding Deposit of \$1,000.00, within twenty-four (24) hours of being notified by Seller that Buyer is the winning bidder on the Vehicle.
  - b. Payment of Balance of Purchase Price. The Buyer shall pay to Seller the Balance of the Purchase Price of the Vehicle, in the sum of \$\_\_\_\_\_ no more than seven (7) days after being notified by Seller that Buyer is the winning bidder on the Vehicle.
  - c. Method of Payment. The Buyer shall pay the "Holding Deposit" and "Payment of Balance of Purchase Price" by bank check, certified check, money order or other method of payment agreed upon between the Parties.

**C. DELIVERY OF VEHICLE AND CONVEYANCE OF TITLE**

1. Delivery of Vehicle. Seller shall deliver the Vehicle, and Buyer shall take possession of same, at Seller’s premises (either in person or through a third-party) no earlier than upon Buyer’s Payment of the Balance of the Purchase Price, and no later than fourteen (14) days after being notified by Seller that Buyer is the winning bidder on the Vehicle (hereinafter the “Delivery Date”). It is Buyer’s duty, either in-person or through a third-party to appear at Seller’s premises during standard business hours on or before the Delivery Date to inspect the Vehicle and remove it from Seller’s premises.
2. Conveyance of Title. Seller shall convey title of the Vehicle to Buyer on the Delivery Date. Seller agrees and covenants to execute all documents presented by Buyer which are necessary to finalize transfer of title and registration of the Vehicle to Buyer. Seller also agrees to provide all other agreed upon pertinent documents or paperwork to Buyer on the Delivery Date, which includes the following:

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\_\_\_\_\_ Buyer hereby acknowledges that all of the above-referenced documentation and paperwork was received from Seller.

**D. REPRESENTATIONS, WARRANTIES AND DISCLOSURES**

1. Warranties. There are **NO WARRANTIES**, express or implied, which extend beyond the description on the face of this Agreement, and Buyer agrees that the Vehicle is being sold “**AS IS.**” The Parties expressly acknowledge that the Vehicle is sold as seen, that the Buyer will have the full right to try and examine the Vehicle prior to the Delivery Date to his or her satisfaction and the Buyer has approved the purchase with the understanding that the Vehicle is sold “**AS IS**” without warranties or guarantees, either express or implied. The Buyer shall assume full responsibility for all repairs incurred following the Delivery Date, as well as any costs related to Vehicle registration, safety certification or transfer of ownership. All risks and responsibilities of ownership of the Vehicle pass to the Buyer once payment is made in full and the Buyer takes possession of the Vehicle.
2. Odometer Declaration. Seller hereby states that the miles set forth in the Description of Vehicle Section of this Agreement is the present reading of the Vehicle’s odometer and, to the best of Seller’s knowledge, reflects the actual mileage of the Vehicle.
3. Buyer Representation. The individual signing this Agreement on behalf of Buyer hereby represents to Seller that he or she has the power and authority to so on behalf of Buyer.

**E. MISCELLANEOUS PROVISIONS**

1. Integration. This Agreement sets forth the entire Agreement between the Parties with regard to the marketing and sale of the Vehicle. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the marketing and sale of the Vehicle, are hereby superseded by this Agreement. This is a fully integrated agreement.

2. Severability. In the event any provision of this Agreement is deemed to be void, invalid or unenforceable, that provision shall be severed from the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision of shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
  
3. Exclusive Remedy of Buyer. In the event of default of any of the terms of this Agreement by Seller, the Buyer's exclusive remedy for any such default is the return of the Purchase Price and any costs incurred relative to the transfer of title and registration of the Vehicle. Buyer expressly acknowledges that it is not unconscionable under the commercial circumstances of this Agreement to limit Buyer's remedies as aforesaid.
  
4. Exclusive Remedy of Seller. In the event of default of any of the terms of this Agreement by Buyer, the Seller's exclusive remedy for any such default is to have the Vehicle returned by Buyer and Buyer shall reimburse Seller for any costs and expenses incurred by Seller relative to same – including reasonable attorney's fees and costs. Seller expressly acknowledges that it is not unconscionable under the commercial circumstances of this Agreement to limit Seller's remedies as aforesaid.
  
5. State Law. This Agreement shall be interpreted under and governed by the law of the State of New Jersey.
  
6. Modification. Except as otherwise provided herein, this Agreement may only be modified, superseded or voided upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this Agreement shall not be construed as a modification or termination of the covenants contained herein.
  
7. Acknowledgments. Buyer and Seller acknowledge that he or she has had an adequate opportunity to read and study this Agreement, or consider it, and to consult with an attorney if he or she has so desired.

IN WITNESS WHEREOF, and acknowledging acceptance and agreement to the foregoing, Seller and Buyer affix their signatures hereto.

**CLASS 1 CLASSIC CARS, LLC**

**BUYER:**

BY: \_\_\_\_\_  
JOSEPH HANNA

\_\_\_\_\_

Dated:

Dated: