

## Sample Car Sale Agreement Template

### 1. THE PARTIES TO THIS CAR SALE AGREEMENT ARE:

#### 1.1 THE SELLER:

- First Name(s): \_\_\_\_\_
- Surname: \_\_\_\_\_
- ID/Passport Number: \_\_\_\_\_
- Physical Address: \_\_\_\_\_

#### 1.2 THE BUYER:

- First Name(s): \_\_\_\_\_
- Surname: \_\_\_\_\_
- ID/Passport Number: \_\_\_\_\_
- Physical Address: \_\_\_\_\_

### 2. VEHICLE DETAILS:

- Type of Vehicle: \_\_\_\_\_
- Make and Model: \_\_\_\_\_
- Color: \_\_\_\_\_
- Year: \_\_\_\_\_
- Registration Number: \_\_\_\_\_
- Engine Number: \_\_\_\_\_
- Chassis Number: \_\_\_\_\_
- Odometer Reading: \_\_\_\_\_

### 3. OWNERSHIP:

- The Seller guarantees that they are the true and lawful owner of the above-described vehicle and that it is free of all encumbrances and any legal claims.

### 4. WARRANTIES:

- The Seller warrants that as of the date of this agreement, there are no outstanding government fees, taxes, or penalties against the vehicle's registration.

### 5. NO OTHER WARRANTIES:

- The vehicle is sold "As-Is," and the Seller makes no other warranties or guarantees regarding its condition or quality.

**6. DISCLAIMER:**

- The Buyer acknowledges having inspected the vehicle to their satisfaction and accepts it in its current condition without any further guarantees or warranties from the Seller.

**7. LEGAL AGE:**

- The Buyer confirms they are of legal age and legally competent to enter into this agreement.

**8. TRANSFER OF OWNERSHIP AND COSTS:**

- Both parties agree to sign all necessary documents to transfer ownership of the vehicle to the Buyer within seven (7) days of this agreement.
- The Buyer is responsible for all costs related to the registration and transfer of ownership.

**9. PURCHASE PRICE:**

- **Total Amount (KSH):** \_\_\_\_\_
- **Payment Method:** \_\_\_\_\_
- Ownership and possession of the vehicle will transfer to the Buyer only after full payment has been received and cleared.

**10. POSSESSION AND TRANSFER OF RISK:**

- Risk passes to the Buyer once they or their agent take possession of the vehicle.

**11. DELIVERY OF ACQUIRED VEHICLE AND CONVEYANCE OF TITLE: 11.1 Delivery of Vehicle:** The Seller will deliver the vehicle to the Buyer at the Seller's premises by the agreed delivery date. The Seller will ensure the vehicle remains in the same condition as when inspected by the Buyer or as of the agreement date. The Buyer must collect the vehicle by the delivery date. If the Buyer does not collect the vehicle, the risk of loss transfers to them on the delivery date.

**11.2 Transfer of Title:** The Seller will transfer the title to the Buyer at the time of delivery and will complete all necessary documents for the title and registration transfer.

**12. HOLDING DEPOSIT: 12.1 Acknowledgement of Deposit:** The Seller acknowledges receipt of a holding deposit of \_\_\_\_\_ on \_\_\_\_\_.

**12.2 Balance Payment:** The Buyer agrees to pay the remaining balance of \_\_\_\_\_ by \_\_\_\_\_.

**12.3 Non-Refundable Deposit:** The holding deposit is non-refundable. If the Buyer fails to pay the remaining balance by the agreed date, they forfeit any claim to the vehicle described in Section 2, and the Seller is relieved of all obligations under this agreement.

**13. CONDITION OF VEHICLE ON DELIVERY:**

- The Seller agrees to deliver the vehicle in the condition as inspected by the Buyer or as agreed upon. Any pre-existing damage or issues must be documented and signed by both parties before delivery.

**14. INSPECTION BY BUYER:**

- The Buyer has the right to inspect or have a qualified mechanic inspect the vehicle before finalizing the sale. Any findings must be mutually acknowledged.

**15. INDEMNITY CLAUSE:**

- The Buyer agrees to indemnify and hold the Seller harmless from any future claims, damages, or liabilities related to the vehicle after the sale is completed.

**16. DISPUTE RESOLUTION:**

- Any disputes arising from this agreement will be resolved through mutual negotiation. If unresolved, the dispute will be referred to arbitration in accordance with Kenyan law.

**17. LIEN OR LOAN DECLARATION:**

- The Seller declares that there are no outstanding loans, liens, or encumbrances on the vehicle.

**18. MILEAGE REPRESENTATION:**

- The Seller confirms that the odometer reading is accurate and has not been tampered with.

**19. INSURANCE TRANSFER:**

- The Buyer is responsible for arranging their own insurance coverage upon taking possession of the vehicle. The Seller will provide any necessary assistance in transferring or canceling existing insurance policies.

**20. DEFAULT AND REMEDIES:**

- If either party defaults on their obligations under this agreement, the non-defaulting party has the right to seek legal remedies as per Kenyan law.

**21. JURISDICTION:**

- This agreement is governed by the laws of Kenya.

**22. SIGNATURES:**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_

**SELLER:** \_\_\_\_\_

1. **WITNESS:** \_\_\_\_\_

2. **WITNESS:** \_\_\_\_\_

**BUYER:** \_\_\_\_\_

1. **WITNESS:** \_\_\_\_\_

2. **WITNESS:** \_\_\_\_\_

*This template is based on common practices and should be customized to fit the specific details of your transaction. For legal advice, consult a qualified professional.*