

## **TERMS AND CONDITIONS**

1. Seller warrants to and agrees with buyer, that seller is the lawful owner of the motor vehicle free from all liens and encumbrances; seller has good and lawful right to sell the motor vehicle, and that seller will warrant and defend the motor vehicle against the claims and demands of all persons and entities whatsoever.

Seller further warrants as follows:

The motor vehicle conforms to the above specifications, including mileage

The motor vehicle has not been involved in a wreck, collision or flood, nor has the motor vehicle had any frame or body damage except what is agreed on in writing on the bill of sale.

Please be advised that any dispute arising out of this sale, the court with proper venue and jurisdiction will lie in the county where the principal corporation does business That county is Seminole County, Florida. And by accepting this sales contract, you are also accepting these terms.

The motor vehicle contains the same engine and other parts originally installed in the manufacture of the motor vehicle and such parts have not been replaced or rebuilt except for routine repair or replacement parts such as belts, tires, batteries, and normal repair and maintenance.

2. Delivery of vehicle and title. The motor vehicle and all keys, papers, warranty documents, owner manuals, and maintenance contracts regarding the motor vehicle shall be delivered to buyer on payment of the purchase price.

The certificate of title to the motor vehicle shall be duly assigned to buyer by seller and shall be delivered to buyer on the payment of the purchase price. If because of some lawful reason the certificate of title cannot be immediately delivered to buyer on payment of purchase price, then the certificate shall be delivered on the earlier of fifteen days after the date of this bill of sale, or the time allowed for delivery of a certificate of title by applicable law. Seller warrants that it has full ability and power to deliver the certificate of title as contemplated by this bill of sale.

Seller hereby irrevocably appoints buyer as seller's agent and Attorney-in-Fact (such agency being coupled with an interest) to perform any obligation of seller with regard to the certificate of tile, in sellers name or otherwise, including without limitation, the execution, assignment, delivery of the certificate of title to buyer. In the event the certificate of title is not delivered to buyer with the specific time, then seller will reimburse buyer all losses, costs, expenses, and liabilities arising from such non-delivery, including reasonable attorney's fees.

**Further assurances:**

Seller executes all other documents deemed reasonably necessary to buyer to transfer the title, ownership use and possession of the vehicle to buyer.

**Miscellaneous:**

Except where prohibited by applicable law, buyer shall arrange to pay sales taxes arising from the sale described above. This agreement shall be governed by the laws of the State of Florida the provisions of this bill of sale and the agreement shall be in addition to, and not in limitation of any of the provisions of any other agreement between seller and buyer.

If more than one person signs this instrument as seller, the obligations of each person signing this bill of sale and agreement shall be joint and several.