



# BILL OF SALE

FOR A MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL

MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL DESCRIPTION				
Year	Make/Manufacturer	Body Type	Model	Color
Certificate of Title Number		Vehicle/Vessel Identification Number		
<b>I/we do hereby sell or have sold and delivered the above described vehicle or vessel to:</b>				
Print Name(s) of Purchaser(s)			DL State	DL Number
Address		City	State	Zip Code
Date of Sale		Salesperson		Selling Price
Trade In Year/Make/Model		Trade In Mileage	Trade In VIN	Trade In Allowance

ODOMETER DISCLOSURE STATEMENT (REQUIRED FOR A MOTOR VEHICLE)	
Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.	
We state that this motor vehicle's <input type="radio"/> 5-digit or <input type="radio"/> 6-digit odometer now reads .XX (no tenths) miles, date read: , and we hereby certify that to the best of our knowledge the odometer reading:	
<input type="radio"/> 1. REFLECTS THE ACTUAL MILEAGE. <input type="radio"/> 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. <input type="radio"/> 3. IS NOT THE ACTUAL MILEAGE.	
Affidavit (when applicable):	

COSTS AND DISCOUNTS		
Type	Amount	Note
<b>Total</b>		

CERTIFICATION			
Under penalty of perjury, I declare that I have read this document and that the facts stated in it are true.			
Seller's Address		City	State
Seller's Signature		Seller's Printed Name	
Purchaser's Signature		Purchaser's Printed Name	
Co-purchaser's Signature (when applicable)		Co-purchaser's Printed Name (when applicable)	
		Date	

# BUYERS GUIDE

**IMPORTANT:** Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

VEHICLE MAKE

MODEL

YEAR

VEHICLE IDENTIFICATION NUMBER (VIN)

## WARRANTIES FOR THIS VEHICLE:



## AS IS - NO DEALER WARRANTY

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.



## DEALER WARRANTY

☐ FULL WARRANTY

☐ LIMITED WARRANTY. The dealer will pay \_\_\_\_\_% of the labor and \_\_\_\_\_% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

### SYSTEMS COVERED:

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### DURATION:

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## NON-DEALER WARRANTIES FOR THIS VEHICLE:

- ☐ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.
- ☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.
- ☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

- ☐ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

## ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

**OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS.** For information on how to obtain a vehicle history report, visit [ftc.gov/usedcars](http://ftc.gov/usedcars). To check for open safety recalls, visit [safecar.gov](http://safecar.gov). You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

**SEE OTHER SIDE** for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.



Here is a list of some major defects that may occur in used vehicles.

**Frame & Body**

Frame-cracks, corrective welds, or rusted through  
Dog tracks—bent or twisted frame

**Engine**

Oil leakage, excluding normal seepage  
Cracked block or head  
Belts missing or inoperable  
Knocks or misses related to camshaft lifters and push rods  
Abnormal exhaust discharge

**Transmission & Drive Shaft**

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged case which is visible  
Abnormal noise or vibration caused by faulty transmission or drive shaft  
Improper shifting or functioning in any gear  
Manual clutch slips or chatters

**Differential**

Improper fluid level or leakage, excluding normal seepage  
Cracked or damaged housing which is visible  
Abnormal noise or vibration caused by faulty differential

**Cooling System**

Leakage including radiator  
Improperly functioning water pump

**Electrical System**

Battery leakage  
Improperly functioning alternator, generator, battery, or starter

**Fuel System**

Visible leakage

**Inoperable Accessories**

Gauges or warning devices  
Air conditioner  
Heater & Defroster

**Brake System**

Failure warning light broken  
Pedal not firm under pressure (DOT spec.)  
Not enough pedal reserve (DOT spec.)  
Does not stop vehicle in straight line (DOT spec.)  
Hoses damaged  
Drum or rotor too thin (Mfgr. Specs)  
Lining or pad thickness less than 1/32 inch  
Power unit not operating or leaking  
Structural or mechanical parts damaged

**Air Bags****Steering System**

Too much free play at steering wheel (DOT specs.)  
Free play in linkage more than 1/4 inch  
Steering gear binds or jams  
Front wheels aligned improperly (DOT specs.)  
Power unit belts cracked or slipping  
Power unit fluid level improper

**Suspension System**

Ball joint seals damaged  
Structural parts bent or damaged  
Stabilizer bar disconnected  
Spring broken  
Shock absorber mounting loose  
Rubber bushings damaged or missing  
Radius rod damaged or missing  
Shock absorber leaking or functioning improperly

**Tires**

Tread depth less than 2/32 inch  
Sizes mismatched  
Visible damage

**Wheels**

Visible cracks, damage or repairs  
Mounting bolts loose or missing

**Exhaust System**

Leakage  
Catalytic Converter

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**DEALER NAME**

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**EMPIRE MOTORS**

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**ADDRESS**

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9900 Halls Ferry Road

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Saint Louis, MO 63136

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**TELEPHONE**

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**EMAIL**

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**FOR COMPLAINTS AFTER SALE, CONTACT:**

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**IMPORTANT:** The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).



## Buyer's Order

Dealer/Seller Name and Address

EMPIRE MOTORS  
9900 HALLS FERRY RD  
SAINT LOUIS, MO 63136

Buyer/Co-Buyer Name(s) and Address(es)

(314) 266-7628

Date

Stock No.

Salesperson

App No.

Contract No.

### Vehicle Information

☐ New      ☒ Used      ☐ Demo  
Year      Lic. No. Odometer :  
Make      Reading Color  
Model  
Body Style  
VIN  
Other

### Insurance Information

Buyer has arranged insurance on the motor vehicle.  
Insurance Company  
Policy No.

### Trade-In Information

#### Trade-in 1

Year      Lic. No.  
Make      Odometer Reading  
Model      Color  
Body Style  
VIN  
Lienholder Name  
Address

Phone      Payoff  
Payoff good through  
Approved

#### Trade-in 2

Year      Lic. No.  
Make      Odometer Reading  
Model      Color  
Body Style  
VIN  
Lienholder Name  
Address

Phone      Payoff  
Payoff good through  
Approved

### Itemization of Sale

1. Vehicle Sales Price	\$ _____
2. Sales Tax	\$ _____
<b>3. Subtotal (Add lines 1 + 2)</b>	\$ _____
<b>Title, License &amp; Other Fees</b>	
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
7. _____	\$ _____
8. _____	\$ _____
9. _____	\$ _____
10. _____	\$ _____
11. _____	\$ _____
12. _____	\$ _____
13. _____	\$ _____
14. _____	\$ _____
<b>15. Total Other Fees (Add lines 4 through 14)</b>	\$ _____
<b>Additional Products</b>	
16. _____	\$ _____
17. _____	\$ _____
18. _____	\$ _____
19. _____	\$ _____
20. _____	\$ _____
21. _____	\$ _____
22. _____	\$ _____
23. _____	\$ _____
<b>24. Total Products (Add lines 16 through 23)</b>	\$ _____
<b>25. Cash Sale Price (Add lines 3 + 15 + 24)</b>	\$ _____
26. Trade-in Allowance	\$ _____
27. Less Payoff	\$ _____
<b>28. Net Trade Allowance (Line 26-27)</b>	\$ _____
29. Cash Down Payment	\$ _____
30. Deferred Down Payment	\$ _____
<b>31. Total Down Payment (Line 28 + 29 + 30)</b>	\$ _____
<b>32. Total Balance Due (Line 25-31)</b>	\$ _____



## Additional Terms

**Definitions.** *Contract* refers to this *Buyer's Order*. The pronouns *you* and *your* refer to each Buyer signing this Contract. The pronouns *we*, *us* and *our* refer to the Dealer/Seller. *Vehicle* means the motor vehicle described in the *Vehicle Information* section. *Trade-in Vehicle(s)* refers to the vehicle described in the *Trade-in Information* section that is being traded to the Dealer/Seller as part of this transaction. *Manufacturer* refers to the entity that manufactured the Vehicle.

**Agreement to Purchase.** You agree to buy the Vehicle from us for the price stated in this Contract. You agree to sign any documents necessary to complete this transaction. Unless you have cancelled this Contract under the condition described in the *Manufacturer* section, if you refuse to take delivery of the Vehicle, we can keep any deposits you have made to us, and you will be liable to us for all of our damages and expenses in connection herewith, including but not limited to reasonable attorneys' fees.

You represent that you are of legal age and have legal capacity to enter into this Contract.

**Manufacturer.** We are not an agent of the Manufacturer. Manufacturer can change the price, design or standard features of the Vehicle at any time without notice. If we cannot obtain the Vehicle from the Manufacturer at the price in effect as of the date of this Contract, or if we cannot obtain the agreed upon product from the Manufacturer, you or we can cancel this Contract.

If you cancel this Contract under the terms of this section, we will refund to you any amounts you have paid to us. If you have delivered a Trade-in Vehicle to us, we will return it to you. If we have already sold the Trade-in Vehicle, we will pay you the trade-in allowance after adjusting for any payoff to a lienholder.

**Insurance.** The insurance information you have given us is accurate.

**Trade-in Vehicle.** You will transfer title to the Trade-in Vehicle to us free of all liens except those noted on this Contract. You give permission to us to contact the lienholder(s) for payoff information. If the payoff information that we obtain from the lienholder(s) differs from the amount disclosed in this Contract, you agree to pay the difference to us if the actual amount of the balance owed is greater than the amount listed in this Contract. If the actual amount of the balance owed is less than the amount listed in this Contract, then we will pay you the difference.

If you do not deliver the Trade-in Vehicle to us at the time of the initial appraisal, we may reappraise the Trade-in Vehicle when it is delivered to us. If the reappraised value is lower than the original appraisal, you can cancel this transaction as long as you have not taken delivery of the Vehicle.

You represent that (a) you are the sole true and lawful owner of the Trade-in Vehicle, (b) the Trade-in Vehicle has never been titled under any state or federal "brand" such as "defective," "rebuilt," "salvage," "flood," etc., (c) the mileage of the Trade-in Vehicle shown in this Contract is the actual mileage of the Trade-in Vehicle, (d) all emission control equipment is on the Trade-in Vehicle and is in satisfactory working order, and (e) the Trade-in Vehicle has not been damaged by collision or other event and repaired. If any of these representations are not true, we may elect to cancel the transaction. We may also choose to reappraise the Trade-in Vehicle and adjust the Total Balance Due instead of cancelling the transaction. You agree to immediately pay us the difference.

**Retail Installment Contract.** In the event that you and we enter into a retail installment contract for the financing of the purchase of the Vehicle, the terms of the retail installment contract will control any inconsistencies between this Contract and the retail installment contract.

**Vehicle Inspection.** You are purchasing the Vehicle based upon your personal inspection, and are not relying upon any opinion, statement, promise or representation of the salesperson, or any other of our employees that is not contained in the written agreements you are signing today.

**Vehicle Condition.** You understand that the Vehicle may have sustained prior body damage and may have undergone prior mechanical repairs during or after its manufacture, during or after transit to us or while in the possession of prior owners or operators.

**Warranty Information**

**Warranty.** We make no express or implied warranties. Except as required by law, we make no implied warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose. We sell the Vehicle AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED, WITH ALL FAULTS.

If this is a new Vehicle, the Vehicle is subject to a standard written manufacturer's warranty. This warranty is made by the manufacturer and not by us.

**Used Car Buyer Notice.** If you are buying a used vehicle, the information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

**Guía para compradores de vehículos usados.** La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

**Notices**

☐ You understand that the balance owed on the Trade-in exceeds the Trade-in Allowance and that as a result the Total Balance Due has been increased by this \$ \_\_\_\_\_ of negative equity.

**Signatures**

This agreement is not binding upon the Dealer\Seller until it is signed by an authorized representative of the Dealer\Seller.

By signing below, you agree to the terms of this Contract. You received a copy of this Contract and had a chance to read and review it before you signed it. This is the complete agreement; there are no other written or oral agreements.

☐ A separate Arbitration Agreement is a part of this Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dealer\Seller  
EMPIRE MOTORS  
Date

# BUYER'S VEHICLE PURCHASE STATEMENT

I, \_\_\_\_\_, (Buyer's Name) understand that the Vehicle, ( \_\_\_\_\_ ) Year; ( \_\_\_\_\_ ) Make; ( \_\_\_\_\_ ) Model; (VIN: \_\_\_\_\_ ), hereinafter referred to as " the Vehicle" , has a branded title identifying the Vehicle as having a prior Salvage Missouri certificate of title

I have been advised by EMPIRE MOTORS, (Dealer Name) hereinafter referred to as "the Dealer", that the Vehicle had prior damage that was repaired either by the Dealer and/or others before I purchased the Vehicle.

I have completed my own comprehensive investigation/evaluation of the Vehicle before buying it and I am satisfied with the results of the investigation/evaluation and choose to purchase the Vehicle.

In my opinion, the Dealer has explained all relevant information that it knows about the Vehicle and I choose to purchase the Vehicle.

In my opinion, the Dealer did not state any information that misled me regarding the condition, quality, status of repair and/or type of Certificate of Title for the Vehicle.

I am aware that I am purchasing the Vehicle in an "AS IS" transaction with no warranties either express or implied offered by the Dealer.

I may have purchased a service contract for future repairs of the Vehicle which I understand DOES NOT change the purchase of the Vehicle to one which the Dealer is offering any warranties wither express or implied.

I understand that when I operate the Vehicle from the Dealer's premises after purchasing it, that any repairs/replacement of the Vehicle is to be borne by myself and not the Dealer regardless of when any vehicle defect is discovered.

In my opinion, the Dealer DID NOT misrepresent the mechanical condition nor the quality of the Vehicle.

In my opinion, the Dealer DID NOT conceal, omit and/or suppress any information for the Vehicle, including, but not limited to, the Vehicle being issued a branded Certificate of Title prior to my purchase of the Vehicle.

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BUYER

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DATE