

AGREEMENT TO REAFFIRM SALE WITH DELIVERY OF TITLE

(For Use By Licensed Kansas Dealers Only)

Please Type or Print Clearly

Date Vehicle Was
Delivered/Purchased _____

Name of
Purchaser(s) _____, of:

Address City ST ZIP

Name of
Dealer _____ Dealer
No. _____, at:

Address City ST ZIP

VEHICLE INFORMATION

Year Make Style VIN

K.S.A. 8-135(c) (7) in part states it shall be unlawful for any person to buy or sell in this state any vehicle required to be registered, unless, at the time of delivery thereof or at a time agreed upon by the parties, not to exceed 60 days, inclusive of weekends and holidays, after the time of delivery there shall pass between the parties a certificate of title with an assignment thereof. The sale of a vehicle required to be registered under the laws of this state, without assignment of the certificate of title, is fraudulent and void, unless the parties shall agree that the certificate of title with assignment thereof shall pass between them at a time other than the time of delivery, but within 60 days thereof.

Similar provisions regarding the delivery of the manufacturer's statement of origin (MSO) on a new vehicle are set forth in K.S.A. 8-135(c) (3), except the time period for delivery of an MSO is at the time of delivery of the new vehicle or at a time by agreement which is no more than 30 days after the delivery of the new vehicle.

The requirements concerning delivery of an assigned title as set forth above shall be satisfied if (A) the seller mails to the purchaser by restricted mail the assigned certificate of title within 60 days, or (B) if the transferor is a dealer, as defined by K.S.A. 8-2401, and amendments thereto, such seller shall be deemed to have possession of the certificate of title if such seller has made application therefor to the division, or (C) if the transferor is a dealer and has assigned a title pursuant to paragraph (9) of subsection (c) of K.S.A. 8-135.

The agreement of the parties to deliver title as described above must be executed on a form provided by the division of vehicles. (K.S.A. 8-135(c) (6).)

I, purchaser of the vehicle described herein, have read and understand my rights regarding the timely delivery of the certificate of title within 60 days; or manufacturer's statement of origin within 30 days of the delivery/purchase date of the vehicle, as applicable under K.S.A. 8-135(c)(7), above. The written agreement above was made by and between the seller (dealership) and me regarding the delivery of the certificate of title or manufacturer's statement of origin. I have received and accepted delivery of the assigned certificate of title more than 60 days, or manufacturer's statement of origin more than 30 days, as applicable, after the date of delivery/purchase of the vehicle. I hereby reaffirm the sale of this vehicle and therefore relinquish the right to declare this transaction fraudulent and void solely due to the assigned certificate of title or manufacturer's statement of origin not being delivered within 60 or 30 days of delivery of the vehicle, as applicable, in accordance with K.S.A. 8-135(c) (11). I am aware that this reaffirmation agreement will not forego the penalty and interest that will be assessed if the application for title and registration is not made within 60 days of the transfer or sale of the vehicle.

Purchaser's
Signature(s) _____ Date _____

If application for title and registration is not made within 60 days of the delivery/purchase date of the vehicle, penalty and interest will be assessed.

**AN EXTENSION OR A SECOND 60 DAY TEMPORARY REGISTRATION
CANNOT BE ISSUED UNDER ANY CIRCUMSTANCES.**