

# SELLER'S DISCLOSURE AFFIDAVIT

Make _____	Model _____
Year _____	VIN _____

(1) I, \_\_\_\_\_, state and affirm the following facts, as well as the fact I am the owner of the above-stated vehicle and that said vehicle is subject to the following liens or security interests only. (If none, state none. Mark applicable boxes, below.)

(a)	HOLDER _____	AMOUNT _____
(b)	HOLDER _____	AMOUNT _____

The vehicle is not the subject of a support lien, including child support, or any judgment or execution not otherwise disclosed above.

☐ The above-stated vehicle does not have and has never had a certificate of title issued for it which indicates that said vehicle is or ever was a repossession, salvage, rebuilt, assembled or similarly designated motor vehicle.

☐ The above-stated vehicle has never been a driver training, leased or rented vehicle, factory buy back or dealer return (other than for routine repair and service) due to defects, repairs or malfunctions, or under any law commonly known as a "lemon law" entitling one to return a vehicle to a dealer, manufacturer or other seller or transferor for similar reasons.

☐ The above-stated vehicle has never been in parts or damaged to the extent that the vehicle should have had a certificate of title issued for it which would designate the vehicle as a salvage, rebuilt, assembled or similarly designated vehicle.

☐ The above-stated vehicle has never been stolen, has never been damaged to the extent that an insurance company has paid a total loss claim on said vehicle or to the extent it required \$\_\_\_\_\_ of damage repair.

☐ The above-stated vehicle has never been involved in a fire or flood or damaged by water, smoke or fire.

☐ All sales, property or other ad valorem taxes of any nature on the above-stated vehicle have been paid and no such taxes are currently owed.

(2) Notwithstanding the paragraphs above, I further state and affirm the following material facts regarding the vehicle, and that any damage noted below to the vehicle is the only damage it has sustained. (If none, state none.) \_\_\_\_\_

This document is given for the purpose of informing the purchaser of liens, the condition of the vehicle and of circumstances which may affect the purchase price or desirability of the vehicle. The accuracy of the information will be relied upon by the purchaser and constitutes a material fact and a basis for the transaction. If there is any difference between the actual amount of the lien or security interest on the vehicle as stated in paragraph (1), I agree to pay the dealer the difference within 24 hours after demand is made directed to me. I agree that if such payment is not made by me, or if the dealer is unable to secure the release of any lien or encumbrance on the vehicle, or if it is different from as represented, the dealer may, in its discretion, exercise the remedies stated below. I agree if any portion of this affidavit is false or misleading, the dealer may exercise the remedies stated below. Whether or not the above-stated motor vehicle has been taken as a trade-in on the transaction, the dealer may, at its discretion, declare such sale or transaction null and void with no title passing to me; and I further agree to return immediately any vehicle(s) I received in this transaction and any other consideration to the dealer and cooperate with any arrangements needed to provide clear title and place title back in the dealer's name for vehicles so returned. I also agree I will remain responsible for the reasonable cost attributable to use of the vehicle and any damages; and accept return of the vehicle described above. The parties also agree that this agreement shall not be construed to waive or limit any other right, contract or remedy the dealer may have or use with respect to this transaction and the facts thereof.

Sworn to and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Seller \_\_\_\_\_

Seller \_\_\_\_\_

Notary Public \_\_\_\_\_