

PRIVATE PARTY PURCHASE AGREEMENT

WAGERS TRAILER SALES, INC. 3282 SILVERTON RD NE SALEM, OR 97301

	Seller		Sold Unit
SELLER(S):		RV TYPE	\square A \square B \square C \square TT \square FW \square TC \square FD \square TTOY \square FWTOY
		YEAR:	
Address:		MANUFACTURER:	
CITY/STATE:		Make:	
ZIP CODE:		Model:	
PHONE:		VIN:	
		LICENSE#:	
EMAIL:		ODOMETER:	

Seller hereby delivers and sells the above-named Sold Unit to Buyer, Wagers Trailer Sales, Inc. Seller sells the Sold Unit pursuant to the terms of this agreement.

- 1. Seller certifies that they are the owner if the Sold Unit and have legal power and authority to sell the Sold Unit. Seller hereby agrees to provide Clear Title or authorizes Buyer to contact any lien holder to verify lien payoff amount prior to sale.
- 2. Seller represents that the Sold Unit: (i) has not been in any major accident, causing damage to the Sold Unit's frame or other structural components; (ii) has never been in a flood or experienced other events of water damage; (iii) has not failed any emissions inspections in the last twelve calendar months; (iv) has never had a salvage title; and (v) is in good working order except as noted in this agreement or attached to this agreement.
- 3. Seller will not market the Sold Unit on any other marketing avenues including but not limited to: Television, RVTrader, RVT, Facebook, Craigslist, Newspaper/pamphlet ads. eBay, Radio, and others.
- 4. Seller understands and agrees that all items left or attached to the Sold Unit will be sold or discarded with the Sold Unit or must be removed prior to offering for sale.
- 5. Seller agrees to the net amount of \$ for the Sold Unit
- 6. Seller is responsible for all payments due to the lien holder until unit is paid off.
- 7. All keys, remotes, manuals, and items necessary to the function of any feature of the Sold Unit are to be provided and left with the Sold Unit at time of Sale.
- 8. All personal belongings, including any items with personal information such as names and addresses should be removed from the Sold Unit at time of Sale.
- An authorized person within Wagers Trailer Sales, Inc. may not be immediately available to authorize a check to the Seller on the same day this agreement is signed or verified. Seller paperwork may also need to be submitted to be processed and verified prior to authorization and issuance of payment. An issued check or payment may take up to five (5) business days. Seller(s) has read and understands this with their initials here:
- The parties agree to resolve any dispute, controversy, or claim arising out of or relating to the sale, service, or condition of the Sold Unit (each a "Dispute") as follows:
- The parties shall first attempt in good faith to resolve any Dispute by negotiation and consultation between themselves, including than not fewer than one negotiation session attended by the General Manager for Buyer's location where the Sold Unit was Sold by the Seller.
- 12. If the parties cannot resolve any Dispute through negotiation and consultation within thirty (30) days after a party notifies the other of a Dispute, either party may submit the Dispute to any mutually agreed upon mediation service for mediation within the county where the Sold Unit was sold. The parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the parties.
- 13. If the parties cannot resolve a Dispute for any reason, within sixty (60) days after a party notifies the other of a Dispute, either party may file suit only in a court of competent jurisdiction in the State and County where the Sold Unit was sold.
- 14. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY ADDITIONALLY WAIVES THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION.
- EXCEPT AS REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL BUYER OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR SELLER'S ATTORNEYS' FEES OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR WISE) UPON WHICH THE CLAIM IS BASED.

☐ This Private Party Purchase	· ·					
	of each person on the Title or Loan.					
☐ Privacy Policy Form signed	and dated.					
	☐ Registration of the Sold Unit					
☐ Special Power of Attorney						
□ Vehicle Bill of Sale						
☐ Secure Power of Attorney (if	motorized)					
\square Secure Odometer Disclosure	e (if motorized)					
☐ Payoff Authorization Form u	sed to determine payoff at time of sale.					
☐ Title of Sold Unit (If no payor	f/lien)					
☐ Appraisal Form						
The undersigned bereby agree	to the terms of this Private Party Purchase Ac	urooment and Seller further agrees to	provide the required			
	n this Private Party Purchase Agreement.	peement and Selici further agrees to	provide the required			
Seller Signature:		Date:				
Seller Signature:		Date:				
Wagers (Buyer) Agent:		Date:				
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To complete the sale of your Consigned Unit, we will need the following signed documents and/or copies: