

# 1st Draft of Car Purchase Agreement





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Assign To

Edit

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## A. General Instructions

- This is the 1st Draft of the Car Purchase Agreement where one party is buying a car from another party. This assignment is the foundation for the Redraft of the Car Purchase Agreement due later. Therefore, it will benefit you to work hard on this 1st draft so you will get more comprehensive comments back from us to work with on your Redraft.
- As included in the [Syllabus \(https://canvas.northwestern.edu/courses/220985/pages/syllabus\)](https://canvas.northwestern.edu/courses/220985/pages/syllabus), this is an individual assignment worth 5% of your semester grade. Focus is on completion by the due date and effort on the assignment, not on whether you did everything right.
  - **Due Tuesday, September 17 by 4:30 pm (4th Class) in Canvas.**
- Create a pseudonym that appears in the document itself and the file name. **Do not put your real name in the document or on the file name.**
- Submit your document as a clean version (no tracked changes or redlining in the document). If you have questions or want to tell me something, submit a separate version with comments.
- For this assignment, you must use the following [House Purchase Agreement \(Word\)](https://canvas.northwestern.edu/courses/220985/files/19814682?wrap=1) (<https://canvas.northwestern.edu/courses/220985/files/19814682?wrap=1>)  ([https://canvas.northwestern.edu/courses/220985/files/19814682/download?download\\_frd=1](https://canvas.northwestern.edu/courses/220985/files/19814682/download?download_frd=1)) .
  - Pretend that the partner has told you to use the House Purchase Agreement as precedent and that they've asked you to follow it as closely as possible.
  - Make sure you use the same formatting (lettering, numbering, spacing, etc.) as in this House Purchase Agreement and that you use the same model provisions.
- Make sure you follow and implement **the Important Specific Suggestions in Section B below.**
- **NOTE: MAKE SURE WORD IS UPDATED FIRST**
  - Before you even download the precedent and start working on it, update Word: **PC**  (<https://support.microsoft.com/en-us/office/install-office-updates-2ab296f3-7f03-43a2-8e50-46de917611c5>), **Mac**  (<https://support.microsoft.com/en-us/office/update-office-for-mac-automatically-bfd1e497-c24d-4754-92ab-910a4074d7c1>), **macOS**  (<https://support.microsoft.com/en-us/office/upgrade-macos-to-continue-receiving-microsoft-365-and-office-for-mac-updates-16b8414f-08ec-4b24-8c91-10a918f649f8>) .
  - If you want to check if you have the latest version already:
    - Go to the top of page (toolbar) in Word, and click Help > Check For Updates. If there aren't any updates to be made, then that is the latest version.
    - You can also go to Word > About Microsoft Word.
  - Let us know right away if you need any help with updating Word, formatting, or anything else.

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## B. Specific Instructions & Facts

- You may note that these are modified instructions from Exercise 13A of the Drafting Contracts book.
- **PLEASE DO NOT LOOK AT THE EXERCISE IN THE BOOK** - we have included everything here.
- These facts will be the basis for the facts of your Car Purchase Agreement and with these facts you will replace the relevant, corresponding facts of the House Purchase Agreement:
  1. The parties are Barbara Balram, the seller, and Tom Rogers, the buyer.
  2. The car is a red, 20\_\_ Acura. For the "20\_\_," choose a year that you want in the past and choose a model. [Consider what other kinds of identifying information would ensure that the car we mean is the car that is outlined in the contract. License plate? VIN #? The VIN # is the vehicle identification number that is given to each car when it is manufactured, so that anyone can identify that specific car. Feel free to make up additional facts regarding these issues for this 1st Draft.]
  3. The car has been driven almost 26,000 miles.
  4. The purchase price is \$11,000. The buyer will pay the seller with a certified check.
  5. The seller owns the car, and it is not subject to any liens. [Assume no other facts or relevant considerations surround the ownership of the car.]
  6. The car has been maintained in accordance with the owner's manual and is in good operating condition, normal wear and tear excepted. [Consider whether good operating condition is more of a mere description or a technical term that should be defined explicitly.]
  7. The date of the agreement is the date that this assignment is due. The closing will take place on the last day of the month that follows the month in which the car purchase agreement is signed. [So, since this assignment is due September 17, then the date of the agreement is September 17, and the closing will take place on October 31].
  8. Choose a closing time and location that makes sense. [Use any location you want in Illinois for now. The Redraft of the Car Purchase Agreement will have more specific instructions regarding these issues.]
  9. With respect to the period beginning on the day the agreement is signed and ending on the closing date, the seller promises not to paint the car and not to drive it more than 500 miles. The seller also promises to garage the car and to continue to maintain it. [Consider what kinds of contract provisions these 'promises' represent and how you ought to represent them in your contract.]
  10. The buyer only has to close if the seller has performed its covenants and if the seller's representations and warranties are true on the date that they were made and on the closing date as if they were made on that date, except to the extent the agreement contemplates that specific facts might change.

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## C. Other Important Guidelines

### 1. Use Times New Roman, 12 point font.

### 2. Termination and General Provisions.

- For this 1st Draft of the Car Purchase Agreement, you DO NOT need to draft the termination or general provisions.
- **HOWEVER..... DO NOT DELETE** the termination and general provisions from your 1st Draft of the Car Purchase Agreement, as you will need them for your Redraft of the Car Purchase Agreement. **This advice comes specifically from former students.**
- Even if you do nothing to those provisions, leave them in your draft for now, even when you turn in the assignment.

### 3. Formatting and Styles.

- When adding provisions with section numbers or making any formatting changes, make sure that you do not disrupt the existing styles or formatting. It may be beneficial to complete the Procertas tasks in BCD Module 1 (due September 10) to learn how to apply and modify styles, as well as other Procertas tasks in that module or the following two for formatting (e.g., breaks). The precedent has been completely retyped to prevent style-related issues, so you should not encounter problems. However, if you do, please notify Monica via email, including explanations and screenshots if applicable. Don't spend unnecessary time on this issue

### 4. How to Fill In Some Sections:

- **Definitions.** You will likely need to add terms to the Definitions section and remove or change some that pertain to a house rather than a car. Make sure that your definitions are listed alphabetically and that the defined terms are used consistently and capitalized throughout the document.
- **Year the Car Was Made & Model.** The instructions specify "red 20\_\_ Acura." You can choose any past year—this detail is flexible. The underscores (\_\_) are placeholders for you to select a year relevant even years after the book's publication. Adding a specific Acura model is optional.
- **Exhibits.** You don't have to draft and turn in exhibits but you can reference them. You can include a "bill of sale" instead of a "deed" and leave it in the exhibit with the letter.
- **Closing Certificates.** Please leave in Sections 6.3 and 7.3 which refer to the Closing Certificates in the Conditions Articles.

### 5. Buyer's Covenants.

- Section 6.2 of the House Purchase Agreement requires the Buyer to have performed their covenants as a condition for the Seller to close.
- While the contract doesn't have a separate article for Buyer covenants (unlike the Seller covenants), in most purchase agreements, there would be articles for both the Buyer and the Seller covenants. Leave 6.2 for now in your contract because there are Buyer's covenants in other sections of the contract, if you look closely.

- You may choose to create a separate Buyer's Covenants article with additional covenants for this 1st draft, but it is not mandatory as it's not in the instructions.
- I do expect you to put in a separate Buyer's Covenants article with more Buyer's covenants for the Redraft of the Car Purchase Agreement.

## **6. Perspective & Ask Your Client.**

- Draft on behalf of the buyer (as though they are your client), but in a manner that would be reasonably acceptable to the other side.
- If you do not know something or cannot fill in the contract, ask your client (in this case, me) – even if it's the day before the assignment is due.
- Email me at [m-llorente@law.northwestern.edu](mailto:m-llorente@law.northwestern.edu). (<mailto:m-llorente@law.northwestern.edu>)

## **7. Clarity and Uniformity.**

- Make sure that you use the defined terms and section titles where possible. This is a challenge for every lawyer. For example, the original House Purchase Agreement uses both "Background" and "Recitals," which can be confusing. I've changed "Recitals" to "Background" in the definitions section for clarity.

## **8. Any Other Inconsistencies or Issues You Find.**

- If you find inconsistencies or have questions, you may submit a clean version of your assignment along with a version that includes comments or questions in comment boxes. The clean version forces you to make decisions. Alternatively, you can reach out to me later with your questions. Submitting multiple documents is fine - I can view all submissions.

## **9. Step Back and Think What Makes the Most Sense.**

- Use your common sense!
- What would make the most sense if you were the client and wanted to buy / sell the Car, for example?
- If you were the Buyer, what would you want to make sure you get from the Seller. And, vice versa?

## **10. Leave Time to Edit.**

- Give yourself enough time to edit and even print it out before you turn in the final version.

## **11. If Already Turned In & Need To Make Changes.**

- If you have already turned it in and need to make changes for any reason, don't worry.
- Re-turn it in before the deadline when you can.
- I can see every item you submit and will look at the one you tell me to look at - presumably the latest one.

## **12. Turn It In On Time.**

## **13. Reread the Directions in Canvas for the Assignment Before You Turn It In.**

Thank you,  
Monica

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Points 0

Submitting a text entry box, a website url, a media recording, or a file upload

Due	For	Available from	Until
Sep 17 at 4:30pm	Everyone	-	-

+ [Rubric](#)