

## INSTALLMENT SALE RETURN AGREEMENT

This Installment Sale Return Agreement (the "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**SELLER:** \_\_\_\_\_

Address: \_\_\_\_\_

**BUYER:** \_\_\_\_\_

Address: \_\_\_\_\_

### RECITALS:

WHEREAS, Seller and Buyer entered into an Installment Sale Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Original Agreement"), for the purchase and sale of the following described property/goods: \_\_\_\_\_ (the "Goods"); and

WHEREAS, Buyer desires to return the Goods to Seller, and Seller agrees to accept the return of the Goods under the terms and conditions set forth herein, thereby releasing both parties from certain obligations under the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Return of Goods:** Buyer hereby returns, transfers, and delivers to Seller all rights, title, and interest in the Goods. Seller acknowledges receipt and physical possession of the Goods as of \_\_\_\_\_, 20\_\_\_\_.
2. **Condition of Goods:** Seller has inspected the Goods and accepts them in their current condition, subject to the following exceptions or assessments (if any):  
\_\_\_\_\_  
\_\_\_\_\_
3. **Financial Adjustments and Settlement:** The parties agree that the financial status of the installment account is adjusted as follows:
  - Total Amount Paid by Buyer to Date: \$ \_\_\_\_\_
  - Restocking/Usage Fee Assessed: \$ \_\_\_\_\_
  - Refund Amount Due to Buyer (if applicable): \$ \_\_\_\_\_
  - Outstanding Balance Due from Buyer (if applicable): \$ \_\_\_\_\_
4. **Termination of Payment Obligations:** Except as otherwise specified in Section 3 of this Agreement, Buyer's obligation to make future installment payments under the Original Agreement is hereby terminated and canceled.
5. **Mutual Release:** Effective upon the execution of this Agreement and completion of any financial adjustments specified in Section 3, each party hereby releases, acquits, and forever discharges the other party from any and all claims, liabilities, demands, or causes of action arising out of or relating to the Original Agreement and the Goods.
6. **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this Installment Sale Return Agreement as of the date first written above.

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**SELLER:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**BUYER:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_