

Contracting With Minors
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We at the Commission are frequently asked by dealers how they can sell a vehicle to a minor, or what to do if they have already done so. This article does not presume to be a complete discussion of all the possible situations or what might happen in any particular situation, but to provide the dealer with some general guidelines and suggestions how the sale might still be made.

In Oklahoma, minors may contract in the same manner as an adult, except for certain specified prohibitions. These prohibitions include a delegation of power, a contract relating to real property, or a contract relating to any personal property not in the minor's immediate possession or control. However, even if the minor has the ability to contract for something, the minor is given the opportunity to disaffirm the contract at any time before reaching majority (age 18) or within one (1) year's time afterward. This means *the minor can back out of the contract he's made until he is nineteen years old.*

We have recently been made aware of a situation in which a dealer sold a vehicle to a minor, and the minor decided he did not want to keep the car. The dealer refused to buy the vehicle back, and the minor took the dealer to court. The court awarded the minor judgment for the purchase price against the dealer. The minor's attorney is now making a claim on the dealer's bond to obtain satisfaction of the judgment.

Because of situations like this, we suggest that a dealer not contract with a minor. If a minor wants to buy your vehicle, contract with his parent or guardian, transfer the title to the parent or guardian, and let them transfer the title to the minor, if they desire to do so. Another option might be to contract with both the parent and the minor, making each independently responsible for the contract. If the minor wants to disaffirm the contract, the dealer would still have a binding contract with the parent.

A more infrequent situation is the one in which the minor has the title to a vehicle in his name and wants to sell or trade in the vehicle to a dealer. The same principle would apply in this transaction as in the case of the sale by the dealer. Again, contract with both the minor and the parent and specify in the contract that the parent has the authority from the minor to make the sale for the minor.

If you have any questions about whether the person you are contracting with is a minor, ask to see their driver's license. If you have any questions about the identification they produce, you will have to decide whether to accept the identification or request that the person bring a parent to also execute the contract.

A final word of caution: Follow the suggested procedure whether you are dealing with a minor you have never met before or whether the minor is the child of

your best friend who you have known all of your life. Be professional in all of your dealings and expect the people you contract with to conform to professional standards.

OIADA Note: This article relies on Oklahoma Used Motor Vehicle & Parts Commission guidance. It is provided for informational purposes only. It is not intended as legal advice. For its application to your situation, contact legal counsel.

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