

# BILL OF SALE

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This Bill of Sale (this "**Bill of Sale**") is made as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[SELLER LEGAL NAME], located at [SELLER ADDRESS] (the "**Seller**"); and

[BUYER LEGAL NAME], located at [BUYER ADDRESS] (the "**Buyer**").

Seller and Buyer are each a "**Party**" and together the "**Parties**."

**Recitals.** The Seller owns the personal property described below and wishes to sell it to the Buyer, and the Buyer wishes to buy it, on the terms in this Bill of Sale. This Bill of Sale records the sale and the transfer of ownership of that property from the Seller to the Buyer. In consideration of the mutual promises and the payment described below, the Parties agree as follows.

## 1. Description of the Property

**1.1 Property sold.** The Seller sells, transfers, and conveys to the Buyer the following personal property (the "**Property**"): [DESCRIBE THE ITEM(S) IN DETAIL — make, model, year, serial or VIN, color, condition, quantity, and any identifying marks].

**1.2 Included items.** The sale includes the following accessories or related items: [LIST ANY INCLUDED ACCESSORIES, KEYS, MANUALS, OR PARTS; if none, state "None."].

**1.3 Exclusions.** The following items are **not** included in the sale: [LIST EXCLUSIONS, or state "None."].

## 2. Purchase Price and Payment

**2.1 Purchase price.** The total purchase price for the Property is [\$ PURCHASE PRICE in figures and words] (the "**Purchase Price**").

**2.2 Payment.** The Buyer will pay the Purchase Price by [CASH / CHECK / ACH / OTHER METHOD] as follows: [e.g. paid in full at signing, or a stated deposit now and the balance by a stated date].

**2.3 Receipt.** On the Seller's receipt of the full Purchase Price, the Seller acknowledges payment in full for the Property, and the Seller will note receipt by signing where indicated.

**2.4 Taxes and fees.** The Buyer is responsible for any sales, use, transfer, registration, or titling taxes and fees arising from the sale, except taxes based on the Seller's net income, unless applicable law assigns them otherwise.

## 3. Transfer of Ownership and Delivery

**3.1 Transfer of title.** On payment of the Purchase Price (or, if the Parties agree, at signing), the Seller transfers to the Buyer all of the Seller's right, title, and interest in the Property.

**3.2 Delivery.** The Seller will deliver possession of the Property to the Buyer on **[DELIVERY DATE]** at **[DELIVERY LOCATION]**. **[State who bears the cost of delivery, if any.]**

**3.3 Risk of loss.** Risk of loss or damage to the Property passes to the Buyer on **[delivery / transfer of title / signing]**.

**3.4 Documents.** Each Party will sign and deliver any additional documents (for example, a title certificate, registration forms, or odometer disclosure for a vehicle) reasonably needed to complete the transfer under applicable law.

## 4. Seller's Representations and Warranties

**4.1 Ownership.** The Seller represents that the Seller is the lawful owner of the Property and has the full right and authority to sell it.

**4.2 Free of liens.** The Seller represents that the Property is free and clear of all liens, security interests, and encumbrances, except: **[LIST ANY LIENS TO BE PAID OFF AT OR BEFORE SALE, or state "None."]**

**4.3 Authority.** The Seller represents that signing and performing this Bill of Sale does not violate any agreement or obligation binding on the Seller.

**4.4 Accuracy.** The Seller represents that the description of the Property in Section 1 is accurate to the best of the Seller's knowledge.

## 5. Condition of the Property

**5.1 As-is sale.** Except for the representations in Section 4 and any warranty required by applicable law, the Property is sold **"AS IS" and "WITH ALL FAULTS,"** and the Seller disclaims all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, to the fullest extent permitted by law.

**5.2 Buyer's inspection.** The Buyer acknowledges that the Buyer has had the opportunity to inspect the Property (or has knowingly waived inspection) and is relying on the Buyer's own examination, except for the Seller's representations in Section 4.

**5.3 Optional limited warranty.** **[OPTIONAL: If the Seller offers any warranty, describe its scope and duration here; otherwise delete this clause and the sale remains as-is.]**

## 6. Indemnification

**6.1 By Seller.** The Seller will indemnify the Buyer against any third-party claim arising from the Seller's ownership of the Property before the transfer or from a breach of the Seller's representations in Section 4.

**6.2 By Buyer.** The Buyer will indemnify the Seller against any claim arising from the Buyer's ownership or use of the Property after the transfer.

## 7. General Provisions

**7.1 Entire agreement.** This Bill of Sale is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

**7.2 Governing law and venue.** This Bill of Sale is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in **[COUNTY, STATE]**.

**7.3 Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

**7.4 Assignment.** This Bill of Sale binds and benefits the Parties and their heirs, successors, and permitted assigns.

**7.5 Counterparts and electronic signature.** This Bill of Sale may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one document.

**IN WITNESS WHEREOF,** the Parties have executed this Bill of Sale as of the Effective Date.

**SELLER**

**BUYER**

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

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

Printed name: **[NAME]**

Printed name: **[NAME]**

Title (or N/A): **[TITLE]**

Title (or N/A): **[TITLE]**

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

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

**Receipt of payment.** The Seller acknowledges receipt of the Purchase Price in the amount of **[\$ AMOUNT]** on **[DATE]**.

Seller signature: \_\_\_\_\_ Date: \_\_\_\_\_

**[OPTIONAL — Notary acknowledgment. Some jurisdictions require notarization for certain transfers, such as vehicles. Add the notary block your jurisdiction uses if applicable.]**

State of **[STATE]**, County of **[COUNTY]**. Acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_

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