

EQUIPMENT BILL OF SALE

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This Equipment Bill of Sale (this "**Bill of Sale**") is made and entered into as of [SALE DATE] (the "**Sale Date**") by and between:

[SELLER LEGAL NAME], a [STATE] [ENTITY TYPE / individual] with a place of business or address at [SELLER ADDRESS] ("**Seller**"); and

[BUYER LEGAL NAME], a [STATE] [ENTITY TYPE / individual] with a place of business or address at [BUYER ADDRESS] ("**Buyer**").

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

Recitals. Seller is the lawful owner of the machinery, tools, and equipment described below (the "**Equipment**") and wishes to sell the Equipment to Buyer, and Buyer wishes to purchase the Equipment from Seller, on the terms set out in this Bill of Sale. In consideration of the mutual promises below and the payment described in Section 2, the Parties agree as follows.

1. Description of the Equipment

1.1 Identification. Seller sells, and Buyer purchases, the following Equipment (attach an itemized schedule if the list is long): [DESCRIBE EACH ITEM: type, manufacturer, model, serial number, year, quantity, and condition].

1.2 Accessories and parts. The Equipment is sold together with the attachments, tooling, manuals, software, spare parts, and accessories listed here: [LIST / NONE]. Items expressly excluded from the sale: [EXCLUDED ITEMS / NONE].

1.3 Location. The Equipment is currently located at [CURRENT LOCATION] and will be made available to Buyer for removal or pickup as described in Section 3.

1.4 Hours and usage. Where applicable, the Equipment's recorded usage is: [HOURS / CYCLES / MILEAGE / N/A], which Seller believes to be accurate to the best of Seller's knowledge.

2. Purchase Price and Payment

2.1 Purchase price. The total purchase price for the Equipment is [PURCHASE PRICE] in [CURRENCY, e.g. US dollars] (the "**Purchase Price**"), exclusive of taxes unless stated otherwise.

2.2 Form of payment. Buyer will pay the Purchase Price by [CASH / CHECK / WIRE TRANSFER / ACH / OTHER]. Payment by check or instrument is not final until it clears, and Seller may withhold delivery until funds have cleared.

2.3 Deposit. If a deposit applies, Buyer has paid a deposit of [DEPOSIT AMOUNT / N/A], which will be credited against the Purchase Price at closing. The deposit is ☐ refundable / ☐ non-refundable on the terms in [DEPOSIT

TERMS / N/A].

2.4 Taxes. Buyer is responsible for all sales, use, and similar taxes arising from the purchase, except taxes based on Seller's net income. If the sale is exempt (for example, a resale or casual-sale exemption), Buyer will provide any exemption certificate required under **[STATE]** law.

2.5 Receipt. Seller acknowledges receipt of the Purchase Price (less any amount held in escrow) as of the Sale Date, unless a separate payment schedule is attached.

3. Delivery, Removal, and Transfer of Title

3.1 Conveyance. Effective on Seller's receipt of the full Purchase Price (or cleared funds), Seller sells, transfers, and conveys to Buyer all of Seller's right, title, and interest in the Equipment.

3.2 Delivery or pickup. Delivery will occur by **[BUYER PICKUP / SELLER DELIVERY TO BUYER ADDRESS / CARRIER]** at **[LOCATION]** on or before **[DELIVERY DATE]**. Unless stated otherwise, the Equipment is sold **[F.O.B. SELLER'S LOCATION / DELIVERED]**.

3.3 Rigging and transport. Responsibility for disconnection, rigging, loading, transport, and re-installation of the Equipment, and the cost of each, is allocated as follows: **[ALLOCATION]**. The Party performing removal will do so without damaging Seller's premises and will leave the site in reasonable condition.

3.4 Risk of loss. Risk of loss and damage to the Equipment passes to Buyer upon **[DELIVERY / PICKUP / PASSAGE TO CARRIER]**.

4. Seller's Representations and Warranties

4.1 Ownership and authority. Seller represents that Seller is the lawful owner of the Equipment, has full authority to sell it, and that the Equipment is free and clear of all liens, security interests, leases, and encumbrances, except: **[EXISTING LIEN / NONE]**.

4.2 Existing security interest. If a lien or UCC security interest exists, Seller will obtain and deliver a release or termination statement, or the payoff will be handled at closing as follows: **[PAYOFF ARRANGEMENT / N/A]**, so that clear title passes to Buyer.

4.3 Disclosures. Seller has disclosed any known material defects, recalls, safety issues, or missing safety guards of which Seller is aware: **[DISCLOSURES / NONE KNOWN]**.

4.4 Accuracy. The information Seller provided about the Equipment in this Bill of Sale is true and accurate to the best of Seller's knowledge as of the Sale Date.

5. Condition of the Equipment and "As-Is" Sale

5.1 As-is sale. Unless Section 5.2 states otherwise, the Equipment is sold **"AS IS, WHERE IS,"** with all faults, and Seller makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, except for the representations in Section 4.

5.2 Limited warranty (optional). If the Parties agree to a limited warranty, its terms, duration, and remedies are: **[WARRANTY TERMS / NONE]**. Any non-waivable warranty rights under applicable law are not affected by this Section.

5.3 Inspection. Buyer acknowledges that Buyer has had the opportunity to inspect, test, and operate the Equipment, or to have it inspected by a qualified person of Buyer's choosing, and is relying on Buyer's own inspection and judgment except as to the matters represented in Section 4.

5.4 **Compliance and safe use.** After transfer, Buyer is solely responsible for operating, maintaining, and using the Equipment in compliance with applicable safety, environmental, and workplace regulations, including any required operator training, guarding, and certification.

6. Indemnification and Allocation of Risk

6.1 **By Seller.** Seller will indemnify and hold Buyer harmless from claims, liabilities, and reasonable costs arising from Seller's ownership or use of the Equipment, or any lien or title defect, attributable to the period **before** the transfer of ownership.

6.2 **By Buyer.** Buyer will indemnify and hold Seller harmless from claims, liabilities, and reasonable costs arising from Buyer's ownership, possession, operation, removal, or use of the Equipment attributable to the period **on or after** the transfer of ownership, including personal injury and property damage.

6.3 **Cooperation.** Each Party will promptly notify the other of any claim covered by this Section and provide reasonable cooperation in its defense.

7. General Provisions

7.1 **Governing law.** This Bill of Sale is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. Sales-tax treatment, exemption rules, and security-interest filings vary by state; the Parties will comply with the requirements of the applicable jurisdiction.

7.2 **Entire agreement.** This Bill of Sale, together with any itemized schedule attached to it, is the entire agreement between the Parties regarding the sale of the Equipment and supersedes any prior discussions or understandings. It may be amended only by a writing signed by both Parties.

7.3 **Severability.** If any provision is held unenforceable, the remaining provisions remain in full force and effect.

7.4 **Assignment.** Neither Party may assign this Bill of Sale before the transfer of ownership is complete without the other Party's prior written consent.

7.5 **Notices.** Notices under this Bill of Sale must be in writing and sent to the addresses stated above (or as updated in writing) and are effective on receipt.

7.6 **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 Equipment Bill of Sale as of the Sale Date.

SELLER	BUYER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title (if entity): [TITLE / N/A]	Title (if entity): [TITLE / N/A]
Date: _____	Date: _____
_____	_____

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