

# FIREARM BILL OF SALE

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This Firearm 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], an individual with a residential address at [SELLER ADDRESS] ("**Seller**"); and

[BUYER LEGAL NAME], an individual with a residential address at [BUYER ADDRESS] ("**Buyer**").

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

**Recitals.** Seller is the lawful owner of the firearm described below (the "**Firearm**") and wishes to sell it to Buyer, and Buyer wishes to purchase it, on the terms set out in this Bill of Sale. The Parties intend to complete this transaction in full compliance with all applicable federal, state, and local laws. In consideration of the mutual promises below and the payment described in Section 2, the Parties agree as follows.

## 1. Description of the Firearm

**1.1 Identification.** Seller sells, and Buyer purchases, the following Firearm: Type [HANDGUN / RIFLE / SHOTGUN / OTHER]; Manufacturer [MAKE]; Model [MODEL]; Caliber or gauge [CALIBER/GAUGE]; Serial number [SERIAL NO.]; Barrel length [LENGTH / N/A]; Finish/color [FINISH]; Condition [CONDITION].

**1.2 Included items.** The sale includes the following accessories: [CASE, MAGAZINES, OPTICS, AMMUNITION (where lawful), etc. / NONE]. Items expressly excluded: [EXCLUDED ITEMS / NONE].

**1.3 Serial number intact.** Seller represents that the Firearm's serial number is intact and has not been altered, removed, or defaced.

## 2. Purchase Price and Payment

**2.1 Purchase price.** The total purchase price for the Firearm is [PURCHASE PRICE] in [CURRENCY, e.g. US dollars] (the "**Purchase Price**").

**2.2 Form of payment.** Buyer will pay the Purchase Price by [CASH / CASHIER'S CHECK / OTHER]. Payment by check or instrument is not final until it clears, and Seller may withhold transfer of possession until funds have cleared.

**2.3 Taxes and fees.** Buyer is responsible for any applicable taxes and any transfer, background-check, or dealer-processing fees described in Section 3, except taxes based on Seller's income.

**2.4 Receipt.** Seller acknowledges receipt of the Purchase Price as of the Sale Date, unless a separate payment schedule is attached.

## 3. Legal Compliance and Conditions of Transfer

**3.1 Compliance is a condition.** This sale and the transfer of possession are expressly conditioned on full compliance with all applicable federal, state, and local laws governing the transfer of firearms. The Parties acknowledge that the legality of a private transfer, any required background check, waiting period, permit, or registration, and any prohibition on transfers across state lines or to prohibited persons, **varies substantially by jurisdiction** and may require processing through a licensed dealer.

**3.2 Dealer transfer (if required or elected).** If a transfer through a Federal Firearms Licensee (FFL) is required by law or elected by the Parties, the transfer will be completed at **[FFL NAME / TBD]**, and possession will pass to Buyer only after the dealer completes the required background check and paperwork. The Party responsible for any dealer fee is: **[BUYER / SELLER / SPLIT]**.

**3.3 Background check and waiting period.** Where a background check or waiting period applies, the Parties will satisfy those requirements before possession passes. Buyer consents to any background check required to complete the transfer.

**3.4 Identification.** Each Party has verified the other's identity and residency using government-issued photo identification, and the relevant identification details are: Seller **[ID TYPE / NUMBER / STATE]**; Buyer **[ID TYPE / NUMBER / STATE]**.

**3.5 Interstate transfers.** The Parties acknowledge that federal law generally restricts direct transfers of firearms between residents of different states and that such transfers ordinarily must go through an FFL in the buyer's state of residence. The Parties will follow those requirements if they apply.

## 4. Buyer's Eligibility Representations

**4.1 Eligibility.** Buyer represents and warrants that Buyer is legally eligible to purchase and possess the Firearm and is **not** a person prohibited from receiving or possessing a firearm under any applicable law, including by reason of felony conviction, certain misdemeanor convictions, restraining or protective order, indictment, unlawful drug use, adjudication of mental incompetence, or other disqualifying status.

**4.2 Age.** Buyer represents that Buyer meets the minimum age required by law to purchase and possess the Firearm in the applicable jurisdiction.

**4.3 For personal use.** Buyer represents that Buyer is acquiring the Firearm for Buyer's own lawful use and not as a "straw purchase" on behalf of any prohibited person or undisclosed third party.

**4.4 Permits.** Buyer holds any permit, license, or registration required to purchase or possess the Firearm in the applicable jurisdiction: **[PERMIT TYPE / NUMBER / N/A]**.

## 5. Seller's Representations and Warranties

**5.1 Ownership and authority.** Seller represents that Seller is the lawful owner of the Firearm, has full authority to sell it, and that the Firearm is free and clear of all liens and claims.

**5.2 Lawful origin.** Seller represents that the Firearm is not stolen, is not reported lost, and is not the subject of any law-enforcement hold or pending investigation known to Seller.

**5.3 No knowledge of ineligibility.** Seller has no actual knowledge or reasonable cause to believe that Buyer is prohibited from receiving or possessing the Firearm.

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

## 6. As-Is Sale and Allocation of Risk

6.1 **As-is sale.** The Firearm 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 5. Buyer has had the opportunity to inspect the Firearm.

6.2 **Safe handling.** After transfer, Buyer is solely responsible for the safe storage, handling, transport, and lawful use of the Firearm in compliance with all applicable laws.

6.3 **Indemnification.** Each Party will indemnify and hold the other harmless from claims, liabilities, and reasonable costs arising from that Party's breach of its representations in this Bill of Sale or its unlawful conduct in connection with the Firearm. Seller is responsible for matters attributable to the period before transfer of possession, and Buyer for matters attributable to the period on or after transfer of possession.

6.4 **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. Firearm transfer, background-check, permit, registration, and recordkeeping requirements vary substantially by jurisdiction; nothing in this Bill of Sale overrides any mandatory requirement of applicable federal, state, or local law.

7.2 **Severability of unlawful transfer.** If any part of this transaction would be unlawful in the applicable jurisdiction, the Parties will not complete that part, and the transfer of possession will not occur until the transaction can be completed lawfully.

7.3 **Entire agreement.** This Bill of Sale is the entire agreement between the Parties regarding the sale of the Firearm and supersedes any prior discussions. It may be amended only by a writing signed by both Parties.

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

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 Firearm Bill of Sale as of the Sale Date, each affirming the truth of the representations above.

### SELLER

### BUYER

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

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

Printed name: [NAME]

Printed name: [NAME]

ID type/number: [ID]

ID type/number: [ID]

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

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

**Witness or notary (if required in [STATE]):**

State of [STATE], County of [COUNTY]. Subscribed and sworn before me on [DATE] by [NAME(S)].

Notary Public / Witness: \_\_\_\_\_ Date: [DATE]

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