

# **SOUTH CAROLINA BILL OF SALE**

## **I. PARTIES TO THE TRANSACTION**

### **SELLER**

**The Seller:** \_\_\_\_\_

**Mailing Address:**

**Street Address:** \_\_\_\_\_

**Unit Number (if applicable):** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** South Carolina

**Zip Code:** \_\_\_\_\_

### **BUYER**

**The Buyer:** \_\_\_\_\_

**Mailing Address:**

**Street Address:** \_\_\_\_\_

**Unit Number (if applicable):** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

## **II. DESCRIPTION OF PERSONAL PROPERTY**

The Seller hereby sells, transfers, and conveys to the Buyer all of the Seller's rights, title, and interest in and to the following described personal property:

[Describe the personal property in detail. If a motor vehicle, include Make, Model, Year, VIN, and Odometer reading. If a boat, include Make, Model, Year, Hull ID Number (HIN), and South Carolina registration number. If a firearm, include Manufacturer, Model, Caliber, and Serial Number. If equipment, include Manufacturer, Model, and Serial Number.]

### **III. PURCHASE PRICE AND PAYMENT TERMS**

In consideration of the transfer of the personal property described above, the Buyer agrees to pay the Seller the total purchase price of \$\_\_\_\_\_ (the "Purchase Price").

The Purchase Price shall be paid in full on the date of sale, which is \_\_\_\_\_.

### **IV. SELLER'S REPRESENTATIONS AND WARRANTIES**

**The Seller covenants, represents, and warrants to the Buyer that:**

1. The Seller is the lawful owner of the personal property and has full legal authority to sell and transfer the same.
2. The personal property is free and clear of all liens, security interests, encumbrances, demands, or claims of any nature whatsoever.
3. The Seller will warrant and defend the title to the personal property against any and all lawful claims and demands of all persons.

### **V. "AS-IS" CONDITION AND BUYER ACKNOWLEDGMENTS**

1. **"As-Is" Disclaimer:** Except for the express warranties of title set forth in Section IV above, the personal property is sold and transferred in its "AS-IS, WHERE-IS" condition, with all faults, defects, and imperfections. The Seller makes no other warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.
2. **Buyer Inspection:** The Buyer acknowledges and agrees that the Buyer has inspected the personal

property (or has knowingly and voluntarily waived the right to inspect the property) prior to signing this Bill of Sale.

3. **Acceptance of Condition:** The Buyer accepts the personal property in its present condition on the date of sale.

## **VI. GOVERNING LAW**

This Bill of Sale and the transfer of the personal property shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles. Any legal action arising out of this transaction shall be brought in the appropriate court located in South Carolina.

### **SELLER**

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

**Print Name:** \_\_\_\_\_

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

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

### **BUYER**

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

**Print Name:** \_\_\_\_\_

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

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