

# AIRCRAFT BILL OF SALE

This Aircraft Bill of Sale and Purchase Agreement (the "Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between:

## I. THE PARTIES

### SELLER:

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_

### BUYER:

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_

The Seller and Buyer may be referred to individually as a "Party" and collectively as the "Parties."

## II. THE AIRCRAFT

The Seller agrees to sell, and the Buyer agrees to purchase, the following described aircraft, including all engines, propellers, avionics, appliances, parts, instruments, appurtenances, accessories, furnishings, and other equipment attached thereto or used in connection therewith (collectively, the "Aircraft"):

### **Airframe:**

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Serial Number: \_\_\_\_\_

FAA Registration Number: N- \_\_\_\_\_

Airframe Total Time (AFTT): \_\_\_\_\_ Hours

### **Engine(s):**

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Serial Number (Left/Single): \_\_\_\_\_

Serial Number (Right): \_\_\_\_\_

### **Propeller(s):**

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Serial Number (Left/Single): \_\_\_\_\_

Serial Number (Right): \_\_\_\_\_

## III. PURCHASE PRICE AND PAYMENT

The total purchase price for the Aircraft is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) (the "Purchase Price").

The Buyer shall pay the Purchase Price as follows:

1. **Deposit:** A deposit of \$ \_\_\_\_\_ was paid on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
2. **Balance:** The remaining balance of \$ \_\_\_\_\_ shall be paid upon delivery of the Aircraft and execution of this Agreement.

The method of payment for the balance shall be:

- ☐ Cash
- ☐ Certified Check
- ☐ Wire Transfer
- ☐ Other: \_\_\_\_\_

#### **IV. TITLE AND WARRANTY**

The Seller represents and warrants to the Buyer that:

1. The Seller is the sole legal and beneficial owner of the Aircraft.
2. The Seller has full right, power, and authority to sell and transfer the Aircraft.
3. The Aircraft is sold free and clear of all liens, encumbrances, mortgages, security interests, and claims of any nature, EXCEPT for the following (if any):

The specific encumbrances or liens remaining on the Aircraft are:

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4. The Seller will defend the title of the Aircraft against any and all claims and demands whatsoever.

## **V. INSPECTION AND CONDITION ("AS-IS")**

EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN SECTION IV, THE AIRCRAFT IS SOLD "AS-IS, WHERE-IS," AND "WITH ALL FAULTS."

The Seller makes no representations or warranties, express or implied, regarding the Aircraft, including but not limited to:

1. The condition, airworthiness, design, operation, merchantability, or fitness for a particular purpose of the Aircraft;
2. The accuracy of the Aircraft's logbooks or maintenance records; or
3. The Aircraft's compliance with any statutes, laws, or regulations, including Federal Aviation Administration (FAA) regulations.

The Buyer acknowledges that they have had the opportunity to inspect the Aircraft and its records to their satisfaction or have waived such inspection.

## **VI. DELIVERY AND TRANSFER OF POSSESSION**

Delivery of the Aircraft shall take place on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at the following location:

Airport Name/Identifier: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

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Risk of loss or damage to the Aircraft shall pass from the Seller to the Buyer immediately upon delivery.

## **VII. AIRCRAFT RECORDS AND DOCUMENTATION**

At the time of delivery, the Seller shall provide the Buyer with:

1. A fully executed FAA Bill of Sale (AC Form 8050-2).
2. All original airframe, engine, and propeller logbooks.
3. All flight manuals, weight and balance data, and equipment lists.
4. All other technical data and records in the Seller's possession relating to the Aircraft.

## **VIII. TAXES**

The Buyer shall be solely responsible for the payment of any and all sales, use, personal property, or other taxes imposed by any federal, state, or local authority in connection with the transfer, purchase, or use of the Aircraft.

## **IX. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles.

## **X. ENTIRE AGREEMENT AND MODIFICATION**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements. This Agreement may only be amended by a written instrument signed by both Parties.

## **XI. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be stricken, and the remainder of the Agreement shall remain in full force and effect.

## **XII. NOTICES**

Any notices required or permitted under this Agreement shall be in writing and delivered to the addresses set forth in Section I.

## **XIII. SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Aircraft Bill of Sale and Purchase Agreement as of the dates set forth below.

### **SELLER:**

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

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

### **BUYER:**

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

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

### **WITNESS 1 (Optional):**

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

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

**WITNESS 2 (Optional):**

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

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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**NOTARY ACKNOWLEDGMENT\*\***

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public,  
personally appeared \_\_\_\_\_ (Seller) and

\_\_\_\_\_ (Buyer), known to me (or proved to me on the basis  
of satisfactory evidence) to be the persons whose names are subscribed to the within instrument  
and acknowledged to me that they executed the same in their authorized capacities, and that by  
their signatures on the instrument the persons, or the entity upon behalf of which the persons  
acted, executed the instrument.

WITNESS my hand and official seal.

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

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

(Seal)