

BILL OF SALE

I. THE PARTIES

This Bill of Sale (the "Agreement") is entered into on the ____ day of _____, 20____ (the "Effective Date"), by and between:

The Seller:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

The 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. PROPERTY DESCRIPTION

The Seller hereby agrees to sell, transfer, and convey to the Buyer the following personal property (the "Property"):

Detailed Description of Property (including make, model, year, color, etc., if applicable):

Serial Number / VIN (if applicable): _____

Odometer Reading (if vehicle): _____

Registration Number (if applicable): _____

III. PURCHASE PRICE AND PAYMENT

1. Purchase Price. The Buyer agrees to pay the Seller the total sum of \$ _____ (the "Purchase Price") for the Property.

2. Payment Method. The Purchase Price shall be paid by the Buyer to the Seller as follows (check one):

- ☐ Cash
- ☐ Certified Check
- ☐ Money Order
- ☐ Personal Check
- ☐ Credit/Debit Card
- ☐ Bank Wire
- ☐ Other: _____

3. Taxes. Any applicable sales tax, use tax, or other government fees associated with the transfer of the Property shall be the sole responsibility of:

- ☐ The Buyer
- ☐ The Seller

IV. TRANSFER OF TITLE

The Seller hereby sells, transfers, assigns, and conveys all right, title, and interest in and to the Property to the Buyer. The Seller certifies that the Seller is the legal and true owner of the Property and has the full right and authority to sell and transfer the same.

V. REPRESENTATIONS AND WARRANTIES

The Seller represents and warrants to the Buyer that:

- (a) The Seller has good and marketable title to the Property;
- (b) The Property is free and clear of all liens, encumbrances, security interests, and claims of other

parties; and

(c) The Seller has the full legal authority to enter into this Agreement and transfer the Property.

VI. "AS-IS" CONDITION / DISCLAIMER OF WARRANTIES

EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN SECTION V ABOVE, THE PROPERTY IS SOLD "AS IS, WHERE IS" AND "WITH ALL FAULTS."

THE SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONDITION OF THE PROPERTY.

The Buyer acknowledges that they have had the opportunity to inspect the Property to their satisfaction and accepts the Property in its current condition. The Seller shall not be liable for any defects, latent or otherwise, discovered after the Effective Date.

VII. INSPECTION

The Buyer acknowledges that:

- (a) They have been afforded the opportunity to inspect the Property;
- (b) They have either inspected the Property or voluntarily waived the right to inspect the Property; and
- (c) They are relying solely on their own inspection and judgment in purchasing the Property, and not on any statement or representation made by the Seller, except as expressly provided in this Agreement.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of

_____.

IX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding the sale of the Property and supersedes all prior agreements, representations, and understandings, whether written or oral. This Agreement may only be amended by a written instrument signed by both Parties.

X. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XI. ADDITIONAL TERMS

Additional terms and conditions:

XII. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale as of the date first written above.

SELLER

Signature: _____
Print Name: _____
Date: ____ day of _____, 20____
Address: _____

BUYER

Signature: _____
Print Name: _____
Date: ____ day of _____, 20____
Address: _____

*

NOTARY ACKNOWLEDGMENT**

State of _____

County of _____

On this _____ day of _____, 20____, before me, _____ (Name of Notary), personally appeared _____ (Name of Seller) and _____ (Name of 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 of Notary Public: _____

Printed Name of Notary: _____

My Commission Expires: _____ day of _____, 20____

(Seal)