

BILL OF SALE FOR GIFTED CAR

I. THE PARTIES

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

The Donor (Grantor):

Name: _____

Address: _____

City: _____ State: _____

_____ Zip: _____

Driver's License Number: _____

The Recipient (Grantee):

Name: _____

Address: _____

City: _____ State: _____

_____ Zip: _____

Driver's License Number: _____

The Donor and Recipient may be referred to individually as a "Party" and collectively as the "Parties."

II. RELATIONSHIP OF PARTIES

The relationship between the Donor and the Recipient is:

(e.g., Parent/Child, Spouse, Sibling, Friend, etc.)

III. VEHICLE DESCRIPTION

The Donor agrees to transfer ownership of the following vehicle (the "Vehicle") to the Recipient:

Make: _____

Model: _____

Year: _____

Body Type: _____ (e.g., Sedan, SUV, Truck)

Color: _____

Vehicle Identification Number (VIN): _____

License Plate Number: _____ State of Registration:

IV. TRANSFER OF OWNERSHIP AND CONSIDERATION

The Parties agree that the transfer of the Vehicle is a **GIFT**.

1. **No Monetary Exchange:** The Recipient has not paid, and will not pay, any monetary amount for the Vehicle. The purchase price is \$0.00.
2. **Consideration:** The sole consideration for this transfer is love and affection.
3. **No Debt Assumption:** The Recipient is not assuming any outstanding debt or liens on the

Vehicle unless explicitly stated in Section VI of this Agreement.

V. ODOMETER DISCLOSURE STATEMENT

Federal and State laws require that the transferor state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The Donor states that the odometer reading at the time of transfer is

_____ (no tenths) miles.

The Donor certifies that to the best of their knowledge the odometer reading reflects the actual mileage of the Vehicle unless one of the following is checked:

☐ **CAUTION:** The odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ **WARNING:** The odometer reading is **NOT** the actual mileage. Discrepancy explanation:

VI. WARRANTIES AND REPRESENTATIONS

The Donor warrants and represents the following:

1. **Ownership:** The Donor is the true and lawful owner of the Vehicle and has full legal authority to transfer ownership.
2. **Title:** The title to the Vehicle is free and clear of all liens, encumbrances, and claims, EXCEPT for the following (if none, leave blank):

3. **Defense of Title:** The Donor will defend the title of the Vehicle against any and all claims and demands of all persons.

VII. CONDITION OF VEHICLE ("AS-IS")

The Recipient acknowledges and agrees that the Vehicle is being gifted and accepted in "AS-IS" condition.

1. **No Warranty:** The Donor makes no warranties, express or implied, regarding the condition, merchantability, or fitness for a particular purpose of the Vehicle.
2. **Inspection:** The Recipient has inspected the Vehicle to their satisfaction or has waived the right to do so.
3. **Mechanical Issues:** The Donor shall not be liable for any mechanical repairs or defects existing at the time of transfer or arising thereafter.

VIII. LIABILITY AND INDEMNIFICATION

Effective as of the date of this Agreement:

1. **Assumption of Liability:** The Recipient assumes full responsibility for the operation, maintenance, and insurance of the Vehicle.
2. **Indemnification:** The Recipient agrees to indemnify and hold the Donor harmless from any claims, damages, liabilities, fines, or expenses arising from the use or ownership of the Vehicle occurring after the time of transfer.

IX. TAXES AND FEES

The Recipient understands that while this transfer is a gift, the Department of Motor Vehicles (DMV) or relevant tax authority in the State of registration may still require the payment of:

1. Title transfer fees;
2. Registration fees; and
3. Use tax or sales tax, unless a valid family exemption applies and is properly claimed.

The Recipient assumes sole responsibility for all such costs associated with transferring the title and registering the Vehicle.

X. GOVERNING LAW

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

XI. ADDITIONAL TERMS AND CONDITIONS

Any additional terms regarding this gift are as follows:

XII. SIGNATURES

DONOR SIGNATURE

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

RECIPIENT SIGNATURE

Signature: _____

Date: _____ day of _____, 20____

Print Name: _____

*

NOTARY ACKNOWLEDGMENT**

State of _____

County of _____

On this _____ day of _____, 20____, before me,

_____ (Name of Notary Public), personally appeared

_____ (Name of Donor) and

_____ (Name of Recipient), who proved to me on the basis

of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within

instrument and acknowledged to me that he/she/they executed the same in his/her/their

authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or

the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of

_____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public: _____

Date: _____ day of _____, 20____

(Seal)