

HAWAII VEHICLE BILL OF SALE

I. THE PARTIES

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

The Seller(s):

Mailing Address: _____
(hereinafter referred to as the "Seller")

AND

The Buyer(s):

Mailing Address: _____
(hereinafter referred to as the "Buyer")

II. VEHICLE DESCRIPTION

The Seller agrees to sell, and the Buyer agrees to purchase, the following vehicle (the "Vehicle"):

Make: _____

Model: _____

Year: _____

Body Type: _____

Color: _____

Vehicle Identification Number (VIN): _____

License Plate Number: _____

Hawaii Registration Expiration Date: ____ day of _____, 20____

III. ODOMETER DISCLOSURE

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

The Seller certifies that the odometer reading of the Vehicle is:

_____ (no tenths).

The Seller 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.

IV. PURCHASE PRICE AND PAYMENT

The Buyer agrees to pay the Seller the total sum of \$ _____
(US Dollars) for the Vehicle.

Payment shall be made by the following method (check one):

- Cash
- Certified Check
- Money Order
- Personal Check
- Other: _____

The purchase price represents the full consideration for the sale of the Vehicle. Any applicable sales tax, use tax, registration fees, or transfer fees required by the State of Hawaii or the applicable County shall be the sole responsibility of the Buyer, unless otherwise agreed in writing.

V. REPRESENTATIONS AND WARRANTIES

The Seller represents and warrants to the Buyer that:

1. **Ownership:** The Seller is the true and lawful owner of the Vehicle and has full legal authority to sell and transfer the title of the Vehicle.
2. **Liens and Encumbrances:** The Vehicle is free and clear of all liens, mortgages, encumbrances, tax obligations, and claims of any nature, except as noted here:

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

VI. "AS-IS" CONDITION

THE BUYER ACKNOWLEDGES THAT THE VEHICLE IS BEING SOLD "AS IS" AND "WHERE IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES.

THE SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SELLER MAKES NO WARRANTY AS TO THE CONDITION, RELIABILITY, OR PERFORMANCE OF THE VEHICLE. THE BUYER ACCEPTS THE VEHICLE IN ITS CURRENT CONDITION, INCLUDING ANY KNOWN OR UNKNOWN DEFECTS.

VII. INSPECTION

The Buyer represents that they have:

- Inspected the Vehicle to their satisfaction.
- Had the opportunity to inspect the Vehicle but voluntarily waived the right to do so.

VIII. TRANSFER OF TITLE AND REGISTRATION

The Seller agrees to provide the Buyer with the Certificate of Title, properly endorsed and assigned to the Buyer, at the time of payment and delivery of the Vehicle. The Seller agrees to sign any documents necessary to effectuate the transfer of title and registration in accordance with the laws of the State of Hawaii and the applicable County regulations.

The Seller shall remove the license plates from the Vehicle upon transfer unless the transfer is between family members or as otherwise permitted by Hawaii County regulations.

IX. GOVERNING LAW

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

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the sale of the Vehicle and supersedes all prior agreements, representations, and understandings, whether written or oral.

XI. SIGNATURES

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

SELLER

Signature: _____

Print Name: _____

Date: _____ day of _____, 20____

Address: _____

BUYER

Signature: _____

Print Name: _____

Date: _____ day of _____, 20____

Address: _____

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NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF HAWAII

COUNTY OF _____

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

_____ **(Name of Seller) and**

_____ **(Name of Buyer), to me known to be the persons**

**described in and who executed the foregoing instrument and acknowledged that they
executed the same as their free act and deed.**

Notary Public Signature

Print Name: _____

My Commission Expires: _____ day of _____, 20____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT**

(Required by Hawaii Administrative Rules § 5-11-8)

Document Identification or Description: _____

Doc. Date: _____ day of _____, 20____ OR Undated at time of notarization.

No. of Pages: _____

Jurisdiction: _____ Circuit

(in which notarial act is performed)

Signature of Notary

Date of Notarization: _____ day of _____, 20____

Printed Name of Notary: _____