IOWA BILL OF SALE

This Bill of Sale (the "Agreement") is made and entered into on this _____ day of

_____ , 20 _____ , by and between the undersigned Seller(s) and Buyer(s).

I. PARTIES

The Seller(s): _____

_____

_____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

The Buyer(s): _____

_____

_____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

II. DESCRIPTION OF PROPERTY

The Seller(s) hereby sell(s), transfer(s), and deliver(s) to the Buyer(s) the following described vehicle (the "Vehicle"):

a. **Vehicle Information:**

Make: _____

Model: _____

Year: _____

Vehicle Identification Number (VIN): ───────────────

Color: ───────────────

License Plate Number (if applicable): ───────────────

State of Registration (if applicable): ───────────────

b. **Odometer Disclosure:**

Federal and state law requires that you state the mileage in connection with the transfer of ownership.

Failure to do so or providing a false statement may result in fines and/or imprisonment.

The odometer reading is ─────────────── miles.

The actual mileage of the Vehicle is:

☐ The actual mileage.

☐ Not the actual mileage (Warning: Odometer discrepancy).

☐ Exceeds mechanical limits.

III. CONSIDERATION

In consideration for the sale and transfer of the Vehicle, the Buyer(s) agree(s) to pay the Seller(s) the total

sum of ─────────────── and ─────────────────────── /100 U.S. Dollars ($

───────────────────────) (the "Purchase Price").

The Purchase Price shall be paid by the Buyer(s) to the Seller(s) in the following manner:

_____

_____

_____

IV. TRANSFER OF OWNERSHIP

The Seller(s) hereby warrant(s) that they are the legal owner(s) of the Vehicle and that the Vehicle is free and clear of all li

_____

_____

_____

The Seller(s) hereby transfer(s) all rights, title, and interest in the Vehicle to the Buyer(s) as of the date of this Agreement. The Buyer(s) accept(s) the Vehicle in its current "AS IS" condition, without any warranties, express or implied, from the Seller(s), including but not limited to any implied warranties of merchantability or fitness for a particular purpose. The Buyer(s) acknowledge(s) that they have had the opportunity to inspect the Vehicle and are satisfied with its condition.

V. REPRESENTATIONS AND WARRANTIES

a. **Seller's Representations:** The Seller(s) represent(s) and warrant(s) that:

   i. The Seller(s) hold(s) clear title to the Vehicle and has the full right and authority to sell and transfer the Vehicle.

   ii. The Vehicle is free from all liens, security interests, and encumbrances, except as expressly disclosed in Section IV.

   iii. The Seller(s) has not concealed any known defects in the Vehicle.

b. **Buyer's Acknowledgments:** The Buyer(s) acknowledge(s) and agree(s) that:

   i. The Buyer(s) has inspected the Vehicle or has had the opportunity to inspect the Vehicle and is purchasing the Vehicle "AS IS," "WHERE IS," and with all faults.

   ii. The Buyer(s) understand(s) that the Seller(s) make(s) no warranties, express or implied, regarding the condition, merchantability, or fitness for any particular purpose of the Vehicle.

   iii. The Buyer(s) is solely responsible for all costs associated with the registration, insurance, and any necessary repairs or maintenance of the Vehicle after the date of this Agreement.

VI. INDEMNIFICATION

The Buyer(s) agree(s) to indemnify and hold harmless the Seller(s) from and against any and all claims, demands, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with the ownership, use, or operation of the Vehicle after the effective date of this Agreement.

VII. 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.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

IX. SEVERABILITY

If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

X. NOTICES

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, or sent by reputable overnight courier service, to the addresses set forth in Section I of this Agreement, or to such other address as any party may designate by notice to the other party.

XI. AMENDMENTS

This Agreement may not be amended, modified, or supplemented except by an instrument in writing signed by all parties hereto.

XII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

XIII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XIV. WAIVER

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

XV. HEADINGS

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

XVI. CONSTRUCTION

The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction against any party shall apply to any term or condition of this Agreement.

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: _____

_____

SELLER (if multiple)

Signature:

_____

Print Name: _____

Date: _____ day of _____ , 20 _____

Address: _____

BUYER

Signature: _____

Print Name: _____

Date: _____ day of _____ , 20 _____

Address: _____

BUYER (if multiple)

Signature: _____

Print Name: _____

Date: _____ day of _____ , 20 _____

Address: _____

*

NOTARY PUBLIC ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____ , 20 _____ , before me, a Notary Public in and for said County and State, personally appeared _____ (Seller's Name(s)) and _____ (Buyer's Name(s)), known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public Signature: ⎯⎯⎯⎯⎯⎯⎯⎯⎯⎯

Print Name: ⎯⎯⎯⎯⎯⎯⎯⎯⎯⎯

My Commission Expires: ⎯⎯⎯⎯⎯⎯⎯⎯⎯⎯⎯⎯

(Seal)