

# BILL OF SALE

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This Absolute Bill of Sale (the "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the parties identified below.

## I. IDENTIFICATION OF 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, for and in consideration of the sum of money hereinafter mentioned, does hereby sell, transfer, and deliver to the Buyer, the following described personal property (the "Vehicle"):

Type of Property: \_\_\_\_\_  
Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Year: \_\_\_\_\_

Vehicle Identification Number (VIN): \_\_\_\_\_

License Plate Number (if applicable): \_\_\_\_\_

Color: \_\_\_\_\_

Current Odometer Reading: \_\_\_\_\_ miles

### **III. ODOMETER DISCLOSURE**

The Seller hereby states that an odometer disclosure is NOT required for this sale.

### **IV. CONDITION OF PROPERTY**

The Seller represents and warrants that the Vehicle is in **New** condition at the time of sale.

### **V. PURCHASE PRICE AND PAYMENT**

The total purchase price for the Vehicle is \_\_\_\_\_ United States Dollars (\$ \_\_\_\_\_).

Payment will be made by the Buyer to the Seller in the following manner:

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No deposit has been paid by the Buyer to the Seller.

There are no installment payment terms for this sale.

### **VI. WARRANTIES AND REPRESENTATIONS**

a. **Seller's Representations:** The Seller hereby represents and warrants to the Buyer that:

i. The Seller is the lawful owner of the Vehicle and has the full right, power, and authority to sell and transfer the Vehicle to the Buyer.

ii. The Vehicle is free and clear of all liens, loans, security interests, charges, and encumbrances

whatsoever, and the Seller has good and marketable title to the Vehicle.

iii. The Seller has not entered into any agreement that would prevent the transfer of the Vehicle to the Buyer.

b. **"AS-IS" Sale:** THE VEHICLE IS SOLD "AS-IS, WHERE-IS," WITHOUT ANY WARRANTY OR GUARANTEE OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT THEY HAVE HAD THE OPPORTUNITY TO INSPECT THE VEHICLE TO THEIR SATISFACTION PRIOR TO THE EXECUTION OF THIS AGREEMENT AND ACCEPTS THE VEHICLE IN ITS PRESENT CONDITION.

## **VII. TRANSFER OF OWNERSHIP**

This Bill of Sale constitutes an absolute and unconditional transfer of ownership of the Vehicle from the Seller to the Buyer, effective upon the execution of this Agreement and receipt of the full purchase price.

## **VIII. TAXES**

The Seller shall be responsible for paying any and all applicable taxes arising from this sale, including but not limited to sales tax, use tax, or other transfer taxes, as required by law.

## **IX. ADDITIONAL TERMS**

a. **No Additional Items:** No additional items or accessories are included in this sale beyond the Vehicle as described herein.

b. **No Trade or Exchange:** This transaction does not involve any trade or exchange of other property.

c. **No Conditions:** There are no specific conditions for this sale other than those expressly stated in this Agreement.

## **X. 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.

## **XI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

## **XII. 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.

## **XIII. 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.

## **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 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. 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.

## **XVII. CONSTRUCTION**

The parties acknowledge that they have had the opportunity to review and revise this Agreement. No presumption of interpretation or construction shall be made against the drafter of this Agreement.

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

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**SELLER**

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

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

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

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

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**BUYER**

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

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

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

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

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**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) and \_\_\_\_\_ (Buyer), known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that 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)