

# BILL OF SALE

## THE PARTIES

This Bill of Sale is executed this day of \_\_\_\_\_ 20\_\_\_\_\_, by  
\_\_\_\_\_, (hereinafter "Seller") with a mailing address of  
\_\_\_\_\_  
\_\_\_\_\_ for the benefit of \_\_\_\_\_ (hereinafter  
"Buyer"), with a mailing address of \_\_\_\_\_  
\_\_\_\_\_.

The Buyer and Seller hereby agree as follows:

## PAYMENT METHOD

The form of payment used will be \_\_\_\_\_ and sales tax will not be   
included  not included as part of the purchase price.

## VEHICLE DESCRIPTION

The Seller will sell and deliver to the Purchaser the following motor vehicle (the 'Motor  
Vehicle'):

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

Odometer Reading: \_\_\_\_\_

Body Type: \_\_\_\_\_

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

Located in: \_\_\_\_\_ County, \_\_\_\_\_.

## **WARRANTIES**

The Seller warrants that the Motor Vehicle is free of all liens and encumbrances, and that the Seller is the legal owner of the Motor Vehicle. The Seller additionally warrants that he or she has all necessary rights and permission to sell and deliver the Motor Vehicle and that he or she will vigorously defend the Motor Vehicle's title against any and all claims and demands.

## **'AS IS' CONDITION**

The Buyer acknowledges that the Motor Vehicle is being sold "as is." Any implied warranty of fitness for a particular purpose and any implied warranty of merchantability are expressly disclaimed by the Seller. Any expressed or implied warranties by the Seller are expressly disclaimed.

## **WORKING ORDER**

Any warranty as to the condition or working order of the Motor Vehicle is expressly disclaimed by the Seller.

## **MANUFACTURER'S WARRANTY**

Any disclaimer of warranties by the Seller in this Bill of Sale will not in any way affect the terms of any applicable warranties from the manufacturer of the Motor Vehicle.

## **LIABILITIES**

The Seller does not assume any liability in connection with the sale or delivery of the Motor Vehicle, nor does the Seller authorize any other person to do so on the Seller's behalf.

## **INSPECTION**

The Purchaser accepts the Motor Vehicle in its existing condition given that the Purchaser has either inspected the Motor Vehicle or was given the opportunity to inspect the Motor Vehicle but chose to not inspect it.

**BUYER AND SELLER CONDITIONS**

The undersigned Seller affirms that the above information about the vehicle is accurate to the best of their knowledge. The undersigned Buyer accepts receipt of this bill of sale and understands that the above vehicle is sold on an “as is, where is” condition with no guarantees or warranties, either expressed or implied.

**GOVERNING LAW**

This Bill of Sale will be construed in accordance with and governed by the laws of the State of \_\_\_\_\_.

In witness, the parties execute on this Bill of Sale on \_\_\_\_\_20\_\_\_\_\_,

**Buyer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Seller Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

# ODOMETER DISCLOSURE STATEMENT

FEDERAL and STATE LAW requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I/We, \_\_\_\_\_ certify to the best of my knowledge that the odometer reading of \_\_\_\_\_ Miles.

The actual mileage of the vehicle is accurate, unless one (1) of the following statements is checked :

- I hereby certify that the odometer reading reflects the amount of mileage in excess of its mechanical limits.

- I hereby certify that the odometer reading is not the actual mileage. **WARNING – ODOMETER DISCREPANCY**

**Buyer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Seller Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

# NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual(s) who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (name and title of officer), personally appeared \_\_\_\_\_, 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 she/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.

Notary Signature: \_\_\_\_\_ (Seal)

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