

# Bill of Sale (General)

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## BILL OF SALE (GENERAL)

This Bill of Sale ("Agreement") is made and entered into effective as of [EFFECTIVE DATE] (the "Effective Date"), by and between:

Seller: [SELLER NAME], a [ENTITY TYPE, e.g., INDIVIDUAL/CORPORATION/LLC] with a mailing address of [SELLER ADDRESS], [CITY], [STATE] [ZIP] ("Seller"); and

Buyer: [BUYER NAME], a [ENTITY TYPE, e.g., INDIVIDUAL/CORPORATION/LLC] with a mailing address of [BUYER ADDRESS], [CITY], [STATE] [ZIP] ("Buyer").

## RECITALS

WHEREAS, Seller is the lawful owner of the property described below and desires to sell the property to Buyer; and

WHEREAS, Buyer desires to purchase the property from Seller on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. DESCRIPTION OF PROPERTY

1.1 Property. Seller hereby sells, transfers, and conveys to Buyer all right, title, and interest in and to the following described property (the "Property"):

- General Description: [DETAILED DESCRIPTION OF PROPERTY, INCLUDING MAKE, MODEL, YEAR IF APPLICABLE]
- Serial Number / VIN (if applicable): [SERIAL NUMBER / VIN]
- Quantity (if applicable): [QUANTITY]
- Location of Property: [PROPERTY LOCATION/ADDRESS]

## 2. PURCHASE PRICE AND PAYMENT

2.1 Purchase Price. The total purchase price for the Property is [PURCHASE PRICE] ("Purchase Price").

2.2 Payment. Buyer shall pay the Purchase Price to Seller as follows: [CASH / CHECK / WIRE / OTHER] payable on or before [PAYMENT DATE]. Receipt of payment shall be acknowledged by Seller in writing.

2.3 Consideration. The parties agree that the Purchase Price constitutes full and adequate consideration for the transfer of the Property.

## 3. DELIVERY; TRANSFER OF TITLE; RISK OF LOSS

3.1 Delivery. Seller shall deliver possession of the Property to Buyer on [DELIVERY DATE] at [DELIVERY LOCATION].

3.2 Transfer of Title. Title to and ownership of the Property shall transfer to Buyer upon Seller's receipt of full payment of the Purchase Price and delivery of the Property, and execution of any documents necessary to effect transfer.

3.3 Risk of Loss. Risk of loss or damage to the Property shall pass to Buyer upon delivery and acceptance of the Property by Buyer.

#### **4. REPRESENTATIONS AND WARRANTIES**

4.1 Seller's Representations. Seller represents and warrants to Buyer that, as of the Effective Date and the date of transfer:

- a. Seller is the lawful owner of the Property and has good and marketable title to the Property, free and clear of all liens, security interests, claims, encumbrances, charges, and adverse interests except as expressly disclosed in writing to Buyer at or before the Effective Date ([DISCLOSED LIENS/ EXCEPTIONS] or "NONE").
- b. Seller has full right, power, and authority to sell and transfer the Property, and such sale will not conflict with any agreement or legal obligation of Seller.
- c. To Seller's knowledge, the Property is in the condition described in this Agreement and has not been subject to material damage not disclosed to Buyer.

4.2 Buyer's Representations. Buyer represents and warrants that Buyer has the power and authority to enter into this Agreement and to perform its obligations hereunder.

#### **5. AS-IS SALE; NO ADDITIONAL WARRANTIES**

5.1 AS-IS. Except as expressly provided in Section 4, the Property is sold "AS IS" and "WHERE IS" without any warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

5.2 No Other Warranties. Seller expressly disclaims any other warranties, whether oral or written, and Buyer acknowledges that Buyer has had the opportunity to inspect the Property or to have it inspected and has satisfied itself as to the condition of the Property.

#### **6. INDEMNIFICATION**

6.1 Seller Indemnity. Seller shall indemnify, defend, and hold harmless Buyer and its officers, directors, employees, agents, successors, and assigns from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of any breach of Seller's representations, warranties, or covenants in this Agreement, or any claim relating to Seller's ownership or operation of the Property prior to the Effective Date.

6.2 Buyer Indemnity. Buyer shall indemnify, defend, and hold harmless Seller from and against any losses, liabilities, damages, costs, and expenses arising out of Buyer's possession, use, or ownership of the Property after transfer, including any claims arising from Buyer's operation of the Property after the Effective Date.

#### **7. TAXES, FEES, AND EXPENSES**

7.1 Taxes and Fees. Unless otherwise agreed in writing, Buyer shall be responsible for any and all sales, use, title transfer, registration fees, documentary stamp taxes, or other governmental charges assessed in connection with the transfer of the Property. Seller shall be responsible for any taxes or assessments attributable to periods prior to the Effective Date.

7.2 Expenses. Each party shall bear its own costs and expenses in connection with the negotiation, execution, and performance of this Agreement, except as otherwise provided herein.

#### **8. DEFAULT**

8.1 Seller Default. If Seller fails to convey the Property as required by this Agreement, Buyer may pursue any remedies available under law or equity, including specific performance or damages.

8.2 Buyer Default. If Buyer fails to pay the Purchase Price as required, Seller may retain any deposit as

liquidated damages (or pursue other remedies) and may recover costs and expenses, including reasonable attorneys' fees, incurred in enforcing Seller's rights.

## 9. MISCELLANEOUS

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions.

9.2 Amendments. This Agreement may be amended or modified only by a written instrument signed by both parties.

9.3 Notices. Any notice required or permitted under this Agreement must be in writing and delivered personally, by certified mail (return receipt requested), by nationally recognized overnight courier, or by electronic mail with confirmed delivery to the addresses set forth above (or to such other address as a party may designate by notice).

9.4 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflicts of law principles. The parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY], [STATE] for any dispute arising out of this Agreement.

9.5 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

9.6 Waiver. The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of the right to enforce it later.

9.7 Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, except that Buyer may assign its rights to a successor in interest in connection with a sale of substantially all of Buyer's assets or business.

9.8 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument.

Signatures transmitted by electronic means (including PDF or other electronic signature platforms) shall be binding and treated as original signatures.

## 10. ACKNOWLEDGMENTS

Each party acknowledges that it has read this Agreement, understands its terms, and enters into this Agreement voluntarily and with full knowledge of its legal effect. Each party further represents that the person signing on its behalf is duly authorized to bind that party.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the Effective Date.

### SELLER:

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

Printed Name: [SELLER NAME]

Title (if applicable): [SELLER TITLE]

Date: [SELLER SIGNATURE DATE]

Address: [SELLER ADDRESS], [CITY], [STATE] [ZIP]

### BUYER:

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

Printed Name: [BUYER NAME]  
Title (if applicable): [BUYER TITLE]  
Date: [BUYER SIGNATURE DATE]  
Address: [BUYER ADDRESS], [CITY], [STATE] [ZIP]

OPTIONAL: WITNESS

Witness Signature: \_\_\_\_\_  
Printed Name: [WITNESS NAME]  
Date: [WITNESS DATE]  
Address: [WITNESS ADDRESS], [CITY], [STATE] [ZIP]

NOTARY ACKNOWLEDGMENT (IF REQUIRED)

State of [STATE]  
County of [COUNTY]

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared [NAME OF PERSON(S) ACKNOWLEDGED], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes therein contained.

WITNESS my hand and official seal.

Signature of Notary Public: \_\_\_\_\_  
Printed Name: [NOTARY NAME]  
My Commission Expires: [COMMISSION EXPIRATION DATE]  
Notary Public, State of [STATE]

ADDITIONAL PROVISIONS (Optional - insert as needed):

A. Security Interests. If the Property is subject to a security interest, provide the name and contact information of the secured party and any payoff instructions: [SECURED PARTY NAME AND DETAILS].

B. Odometer Disclosure (for motor vehicles where required):

The odometer reading on the vehicle described above is [ODOMETER READING] miles, to the best of Seller's knowledge, and reflects the actual mileage unless one of the following statements is checked:

- EXCEEDS MECHANICAL LIMITATION  
 NOT ACTUAL MILEAGE

C. Additional Terms: [ADDITIONAL AGREED TERMS]

**END OF DOCUMENT**

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