

**BILL OF SALE / TRANSFER
MOTOR VEHICLE**

STATE OF [_____] (insert State Vehicle is sold/transferred)
COUNTY OF [_____] (insert County Vehicle is sold/transferred)

DEFINITIONS:

'AGREEMENT' shall mean this Bill of Sale / Transfer Motor Vehicle agreement inclusive of any relevant attachments, and any of its terms and conditions may only be amended or modified if accompanied by a mutually signed written agreement between **SELLER** and **BUYER**.

'SELLER' shall collectively, if more than one, mean:

Name: _____
(print name)
An individual or a business entity (check applicable box)
Address: _____
(street)
City: _____, State: _____; Zip Code: _____
County: _____
Phone: _____; email: _____

And (if applicable and more than one Seller; insert *'NOT APPLICABLE'* as required)

Name: _____
(print name)
An individual or a business entity (check applicable box)
Address: _____
(street)
City: _____, State: _____; Zip Code: _____
County: _____
Phone: _____; email: _____

'BUYER' shall collectively, if more than one, mean:

Name: _____
(print name)
An individual or a business entity (check applicable box)
Address: _____
(street)
City: _____, State: _____; Zip Code: _____
County: _____
Phone: _____; email: _____

And (if applicable and more than one Buyer; insert 'NOT APPLICABLE' as required)

Name: _____

(print name)

An individual or a business entity (check applicable box)

Address: _____

(street)

City: _____, State: _____; Zip Code: _____

County: _____

Phone: _____; email: _____

"VEHICLE" shall mean:

That motor vehicle described as:

Make: _____

Model: _____

Body type: _____

Year: _____

Color: _____

VIN: _____

(Vehicle Identification Number)

Last known license plate number:

Odometer Reading: _____

Last known State Title/Document No.:

(optional Title/Document No. information)

"DATE OF SALE" OR "DATE OF TRANSFER" shall, as applicable, mean:

The _____ day of _____ (month), _____ (year).

"SALES PRICE" OR "TRANSFER PRICE" shall, as applicable, mean:

The lump sum cash equivalent value in US dollars, of _____ Dollars (spell out in words)

(\$ _____) (write out in numbers), which is (tick the following applicable box),

inclusive of, or not inclusive of,

all applicable taxes, fees and transfer costs.

"EFFECTIVE DATE" shall mean:

that effective date of title transfer and ownership of the sale or transfer of the **VEHICLE** from **SELLER** to **BUYER** is effective and final, regardless of the date when any applicable title registration documents are filed with and/or recorded, by any relevant Government motor vehicle title recordation agency.

IN CONSIDERATION OF the **SALES PRICE** or **TRANSFER PRICE**, as applicable, and other good and valuable consideration, paid and tendered by **BUYER**, in accordance with **SELLER** instructions inclusive of **SELLER'S** advising of any relevant financial institution account designation, and received and accepted by **SELLER**, by (tick the applicable box)

lump sum cash or

(describe method of payment if not by lump sum cash),

SELLER hereby, BARGAINED, SOLD, TRANSFERED, ASSIGNED AND DELIVERED, in the State of _____, County of _____, ownership and title to the **VEHICLE** to **BUYER**, the **EFFECTIVE DATE** of which shall be the **DATE OF SALE** or **DATE OF TRANSFER**, as applicable,.

The **SELLER** warrants as of the **EFFECTIVE DATE**, that (strike through any that do not apply):

- The **SELLER** is the legal owner of the **VEHICLE**;
- The **VEHICLE** is (tick the applicable box), free or not free, of all liens and encumbrances; and
- The **SELLER** has full right and authority to sell and transfer the **VEHICLE** to **BUYER**.

The **BUYER** warrants as of the **EFFECTIVE DATE**, that (strike through any that do not apply):

- The **BUYER** is duly qualified and/or licensed, as may be required, and in good standing in the State of _____. Buyer has all requisite power and authority to acquire, own and operate the **VEHICLE**.
- The **BUYER** has adequate power, authority and legal right to enter into, execute, deliver and perform this **AGREEMENT**.
- The **BUYER** does not require any consent, approval, or authorization of, or designation, or filing with, any Governmental Authority with the execution and delivery of this **AGREEMENT**.
- The **BUYER** has available all funds necessary for acquisition of the **VEHICLE** pursuant to this **AGREEMENT**, as and when needed, and to perform its obligations hereunder.

The **VEHICLE** is BARGAINED, SOLD, TRANSFERED, ASSIGNED AND DELIVERED from **SELLER** to **BUYER**, unless otherwise described in writing, in an **'AS IS' and 'WHERE IS' condition** and the **SELLER expressly disclaims any and all warranties, whether expressed or implied not otherwise expressly stated in this document, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Further, the SELLER disclaims any warranty as to the condition or working order of the VEHICLE, and BUYER has the obligation and responsibility of assessing any such condition or working order of the VEHICLE. The SELLER does not assume or authorize any other person to assume on behalf of the SELLER, any liability in connection with the sale and/or transfer of the VEHICLE from SELLER to BUYER.** The **SELLER'S** preceding disclaimer of warranties and disclaimer of obligations, do not, in any way, affect the terms of any applicable

warranties from the manufacturer of the **VEHICLE**, that may otherwise be transferable from **SELLER** to **BUYER**.

The **BUYER** has been given the reasonable opportunity to inspect the **VEHICLE** or to have the **VEHICLE** inspected by **BUYER'S** designated inspection service and the **BUYER** has accepted the **VEHICLE** in its AS IS and WHERE IS existing condition.

ODOMETER DISCLOSURE STATEMENT

SELLER hereby STATES and DECLARES that to the best of **SELLER'S** knowledge, the **VEHICLE** odometer on the **EFFECTIVE DATE** reads as follows:

_____ (miles, spelled out)
_____ (miles in numbers)

SELLERS CERTIFY that to the best of my/our knowledge the odometer reading of the **VEHICLE** as stated above reflects the actual mileage of the **VEHICLE** as of the **EFFECTIVE DATE**. **SELLER CERTIFIES** that to the best of **SELLER'S** knowledge, the odometer of the **VEHICLE** was not altered, set back, or disconnected while in **SELLER'S** possession, and **SELLER** has no knowledge of anyone else doing so.

This **AGREEMENT** shall be construed in accordance with and governed by the laws of the State of _____, and venue of any disputes between **SELLER** and **BUYER** in regard to this **AGREEMENT** shall be in the State and County of **SELLER**.

SIGNED, SEALED AND DELIVERED

X _____
SELLER

X _____
SELLER

X _____
BUYER

X _____
BUYER

If local laws require a notary seal, the following example is provided as information.

STATE OF _____

COUNTY OF _____

On this, the _____ day of _____, _____, subscribed and sworn to before me a notary public, personally appeared _____ (**SELLER**), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within **AGREEMENT**, and acknowledged and affirmed that he/she executed the same for the purposes therein contained, and has affirmed and stated the information contained therein, particularly the odometer disclosure statement, is to the best of his/her knowledge and belief, true and correct.

_____ Notary Public

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

On this, the _____ day of _____, _____, subscribed and sworn to before me a notary public, personally appeared _____ (**SELLER**), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within **AGREEMENT**, and acknowledged and affirmed that he/she executed the same for the purposes therein contained, and has affirmed and stated the information contained therein, particularly the odometer disclosure statement, is to the best of his/her knowledge and belief, true and correct.

_____ Notary Public

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

On this, the _____ day of _____, _____, subscribed and sworn to before me a notary public, personally appeared _____ (**BUYER**), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within **AGREEMENT**, and acknowledged and affirmed that he/she executed the same for the purposes therein contained, and has affirmed and stated the information contained therein, is to the best of his/her knowledge and belief, true and correct.

_____ Notary Public

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

On this, the _____ day of _____, _____, subscribed and sworn to before me a notary public, personally appeared _____ (**BUYER**), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within **AGREEMENT**, and acknowledged and affirmed that he/she executed the same for the purposes therein contained, and has affirmed and stated the information contained therein, is to the best of his/her knowledge and belief, true and correct.

_____ Notary Public

My Commission Expires: _____