

# VEHICLE BILL OF SALE

This Bill of Sale (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [SELLER NAME], with an address of [SELLER ADDRESS] ("Seller"), and [BUYER NAME], with an address of [BUYER ADDRESS] ("Buyer"). Seller and Buyer are each a "Party" and together the "Parties."

## 1. Sale of Property

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, transfer, assign, and convey to Buyer, and Buyer does hereby purchase and accept from Seller, all of Seller's right, title, and interest in and to the property described in Section 2 (the "Property"). This Agreement shall bind and benefit the Parties and their respective heirs, successors, permitted assignees, and personal representatives.

## 2. Description of Property

Seller transfers to Buyer the following motor vehicle (the "Vehicle"):

- **Year:** [YEAR]
- **Make:** [MAKE]
- **Model:** [MODEL]
- **Color:**
- **Vehicle Identification Number (VIN):** [VIN]
- **Odometer Reading:** [ODOMETER] miles
- **Condition:** [VEHICLE CONDITION]
- **License Plate:** [VEHICLE LICENSE PLATE]

**Disclosed Liens / Encumbrances.** Seller expressly discloses the following liens, security interests, or encumbrances, which shall be satisfied at or before closing from the Purchase Price unless otherwise agreed: [KNOWN LIENS]

## 3. Consideration and Payment

The total purchase price is \*\*\*\* () (the "Purchase Price").

Buyer shall pay the Purchase Price to Seller in full on the Effective Date, by cash, certified funds, or other method mutually acceptable to the Parties. Title to the Property shall transfer upon Seller's receipt of payment in full.

**Taxes.** Any sales, use, excise, or transfer tax arising out of this transaction shall be the responsibility of Buyer, except as required otherwise by applicable state law. Each Party shall be responsible for its own income taxes.

#### **4. Delivery, Possession, and Risk of Loss**

Seller shall deliver possession of the Property to Buyer at [DELIVERY LOCATION] on or promptly after the Effective Date. Pursuant to U.C.C. §2-509, risk of loss passes to Buyer upon Buyer's (or Buyer's agent's) receipt of the Property. Seller shall concurrently deliver to Buyer a properly assigned certificate of title (or, if no title exists, a manufacturer's statement/certificate of origin) and all keys, owner's manuals, and registration documents in Seller's possession.

#### **5. Representations and Warranties of Seller**

Seller represents and warrants to Buyer as follows:

1. Seller is the sole lawful owner of the Property and has full right, power, and authority to sell, transfer, and convey it (U.C.C. §2-312 warranty of title).
2. The Property is free and clear of any liens, security interests, encumbrances, or third-party claims, except as expressly disclosed in Section 2 or in writing to Buyer before the Effective Date.
3. Seller has not entered into any other agreement to sell or transfer the Property.
4. To Seller's actual knowledge, all information provided about the Property in this Agreement — including any odometer, hours, serial number, title status, and condition disclosures — is true and complete.

#### **6. "AS-IS" Sale — No Warranties**

**EXCEPT AS EXPRESSLY STATED IN SECTION 5, THE PROPERTY IS SOLD "AS-IS," "WHERE-IS," AND "WITH ALL FAULTS."** Seller makes no warranty, express or implied, regarding the condition, merchantability, fitness for a particular purpose, safety, or any other aspect of the Property. Buyer acknowledges having inspected the Property (or having had a full and fair opportunity to do so) and accepts it in its present condition. To the fullest extent permitted by law, Buyer waives all claims against Seller arising from the condition of the Property, including claims for implied warranty under Uniform Commercial Code §§2-314, 2-315, and 2-316 or their state equivalents.

**Fraud exception.** This "as-is" disclaimer does **not** waive or bar any claim by Buyer for fraud, intentional misrepresentation, or active concealment of a known material defect. Seller remains liable for any material defect that Seller knew of and deliberately failed to disclose, even after the sale closes.

## 7. Federal Odometer Disclosure

**Federal law (49 U.S.C. §32705 and 49 C.F.R. Part 580) requires the Seller to state the mileage of the Vehicle in connection with its transfer of ownership. Failure to complete this statement or providing a false statement may result in fines and/or imprisonment.**

Seller hereby discloses the following:

- Odometer reading: [ODOMETER] miles
- The reading reflects the **ACTUAL** mileage of the Vehicle.
- The reading is in excess of the odometer's mechanical limits.
- The odometer reading is **NOT** the actual mileage. **WARNING — ODOMETER DISCREPANCY.**

*Note:* Vehicles of model year 2011 or later are subject to this disclosure for twenty (20) years from their model year (49 C.F.R. §580.17, as amended by the 2021 NHTSA final rule). Vehicles of model year 2010 or earlier remained subject to disclosure for ten (10) years after the year they were manufactured.

## 8. State-Specific Notices

### General Provisions

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict-of-laws rules.

**Venue.** The Parties submit to the exclusive jurisdiction of the state and federal courts located in [STATE] for any action arising out of or relating to this Agreement.

**Attorneys' Fees.** In any action or proceeding to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party.

**Limitation of Liability.** In no event shall either Party be liable to the other for incidental, consequential, indirect, special, or punitive damages of any kind, including loss of profits or loss of use, arising out of this Agreement, even if advised of the possibility of such damages. This limitation does not apply to claims for fraud, intentional misconduct, or obligations that cannot be limited under applicable law.

**Notices.** Any notice required under this Agreement shall be in writing and delivered by hand, certified mail, or nationally recognized overnight courier to the address stated above (or to such other address as a Party may designate in writing). The Party delivering notice shall retain proof of delivery.

**Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous understandings, whether written or oral, regarding its subject matter.

**Amendments.** This Agreement may be amended only by a writing signed by both Parties.

