

General Bill of Sale

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

General Bill of Sale

This Bill of Sale (this "Bill of Sale") is made on [Date of sale] between [Seller's full legal name] of [Seller's address] ("Seller") and [Buyer's full legal name] of [Buyer's address] ("Buyer"). Each is a "Party" and together they are the "Parties".

In exchange for the payment described below, Seller sells, transfers and delivers to Buyer, and Buyer purchases from Seller, the item(s) described in this Bill of Sale (the "Item(s)"). This Bill of Sale records that sale and the terms on which it is made.

1. Description of the Item(s)

The Item(s) sold under this Bill of Sale are:

[Describe the item(s) being sold — make, model, color, size, quantity and any serial or identifying number, as applicable] .

This description is what Buyer is purchasing. Seller is not selling, and this Bill of Sale does not transfer, any item not described above, even if it is located with or near the Item(s) at the time of sale.

2. Purchase Price and Payment

The total purchase price for the Item(s) is [Purchase price, in figures and currency] . Buyer shall pay Seller by [Payment method, e.g. cash, bank transfer, or cashier's check] on or before [Payment date, or "the date of this Bill of Sale"] .

Seller acknowledges receipt of the full purchase price upon signing this Bill of Sale, unless the Parties have checked or noted a different payment date above, in which case Seller's signature confirms only that the terms of payment stated here are agreed, not that payment has already been received.

3. Condition; Sold As-Is, With No Warranty

The Item(s) are sold, and Buyer accepts them, in their present condition, "AS IS" and "WHERE IS", with all faults, as inspected (or as Buyer had the opportunity to inspect) before this Bill of Sale was signed.

Seller makes NO WARRANTY of any kind about the Item(s), express or implied, including no warranty of merchantability, no warranty of fitness for a particular purpose, and no warranty that the Item(s) are free of defects — except only for the ownership representation Seller gives in the "Seller's Title" clause below. Buyer is solely responsible for satisfying itself as to the condition, quality, safety and suitability of the Item(s) before completing this purchase.

4. Transfer of Ownership

Ownership of, and all right, title and interest in, the Item(s) transfers from Seller to Buyer upon the later of: (a) the date of this Bill of Sale, and (b) Seller's receipt of the full purchase price described above. From that point, Buyer bears all risk of loss, theft or damage to the Item(s), and is solely responsible for the Item(s)' care, use, and any registration, licensing, insurance or maintenance the Item(s) may require.

5. Seller's Title

Seller represents that Seller is the lawful owner of the Item(s), has the full right and authority to sell them, and that the Item(s) are being sold free and clear of any lien, security interest, lease, claim or encumbrance of any kind, except only:

[Any lien, loan, or other encumbrance on the item(s), or "None"] .

If the Item(s) are subject to any lien, loan balance or other encumbrance not disclosed above, Seller remains solely responsible for resolving it and shall indemnify Buyer for any resulting loss.

6. Governing Law and General

This Bill of Sale and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Texas] , and the Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

This Bill of Sale is the entire agreement between the Parties about the sale of the Item(s) and replaces any earlier discussion or understanding about it. It may only be amended in writing signed by both Parties. If any provision is held unenforceable, the rest continues in force. This Bill of Sale is not binding until it has been signed and dated by both Parties, and may be signed by electronic signature.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Seller

Signature: _____

Printed name: _____

Date: _____

Buyer

Signature: _____

Printed name: _____

Date: _____