

Boat 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.

This kind of document is regulated differently almost everywhere. Many places require specific notices, disclosures or statutory wording, and some make clauses like these unenforceable outright. Treat this template as a starting point to take to a local lawyer, not as a document to sign as-is.

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.

Boat Bill of Sale

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

In consideration of the Purchase Price stated in clause 4, the Seller sells, transfers and delivers to the Buyer, and the Buyer buys from the Seller, full ownership of the vessel described in clause 1, together with the trailer described in clause 2 and the motor or engine described in clause 3, to the extent each is included in this sale, on the terms of this Bill of Sale.

1. The Vessel

The Seller sells, and the Buyer buys, the vessel described below (the "Vessel"), together with its permanently installed equipment and fittings, excluding the trailer and any motor or engine, which are dealt with separately in clauses 2 and 3.

The Vessel is:

- (a) Make/manufacture: [Vessel make or manufacturer] ;
- (b) Model: [Vessel model] ;
- (c) Model year: [Model year] ;
- (d) Type and hull material:
[Type of vessel and hull material, e.g. fiberglass bowrider, aluminum jon boat] ;
- (e) Length overall: [Length overall, e.g. 21 ft] ;
- (f) Hull color: [Hull color] ;
- (g) Hull Identification Number (HIN):
[Hull Identification Number (HIN) — the 12-character number stamped on the starboard side of the transom] ;
- (h) Current state registration number or U.S. Coast Guard documentation number, if any: [Current registration or documentation number, or write "none"] .

2. The Trailer

A boat trailer is commonly titled and registered separately from the Vessel, so it is dealt with separately here rather than assumed.

[State "A trailer is included in this sale" or "No trailer is included in this sale"] .

Where a trailer is included, it is:

- (a) Make/manufacture: [Trailer make or manufacturer, or write "N/A"] ;

- (b) Model and year: [Trailer model and year, or write "N/A"] ;
- (c) Trailer Vehicle Identification Number (VIN), from its own separate identification plate: [Trailer VIN, or write "N/A"] ;
- (d) Current trailer title or registration number, if any:
[Current trailer title/registration number, or write "N/A" or "none"] .

3. The Motor or Engine

An outboard motor, and some inboard engines, can be titled or serial-tracked separately from the Vessel, so it is dealt with separately here as well.

[State "A motor/engine is included in this sale" or "No separate motor/engine is included in this sale"] .

Where a motor or engine is included, it is:

- (a) Make and model: [Motor or engine make and model, or write "N/A"] ;
- (b) Type and horsepower:
[Type (e.g. outboard, inboard, sterndrive) and horsepower, or write "N/A"] ;
- (c) Serial number, as stamped by the manufacturer:
[Motor or engine serial number, or write "N/A"] ;
- (d) Approximate hours and/or year, if known:
[Engine hours and/or model year, if known, or write "unknown"] .

4. Purchase Price

The total purchase price for everything included in this sale is

[Total purchase price and currency] (the "Purchase Price"), itemized as follows:

Vessel/hull [Portion of the Purchase Price allocated to the Vessel/hull] ; trailer

[Portion of the Purchase Price allocated to the trailer, or write "N/A"] ; motor/engine

[Portion of the Purchase Price allocated to the motor/engine, or write "N/A"] . The itemized figures add up to the total Purchase Price stated above.

The Buyer shall pay the Purchase Price by

[Payment method, e.g. cashier's check, bank wire or cash] . The Seller acknowledges

receipt of the full Purchase Price

[State "on the date of this Bill of Sale" or the actual payment date, if different] , and this Bill of Sale is itself the Seller's receipt for that payment.

5. Condition of Sale — As Is, No Warranty

The Buyer has inspected the Vessel, the trailer and the motor or engine (to the extent each is included), or has had the opportunity to do so, and accepts each of them in its present condition, "AS IS, WHERE IS", with all faults.

Except for the Seller's warranty of title in clause 6, the Seller makes no warranty, express or implied, about the Vessel, the trailer or the motor/engine — including no warranty of merchantability, of fitness for a particular purpose, or that any of them is free of defect, seaworthy, or fit for use on the water. Any statement about condition, hours, prior damage or repair history that either Party wants to rely on must be written here, or it is not part of this Bill of Sale:

[Any condition statement, prior damage, repair history or known defect being disclosed, or write "none disclosed"] .

6. Seller's Warranty of Title; Liens

The Seller warrants that the Seller is the sole legal and beneficial owner of the Vessel, the trailer and the motor or engine described above (to the extent each is included), has full right and authority to sell them, and that they are sold free of any lien, loan, security interest or other encumbrance, except:

[Any outstanding lien or loan against the Vessel, trailer or motor/engine, or write "none"] . Any lien listed shall be cleared at or before closing.

The Seller shall indemnify the Buyer against any claim, loss or expense arising from a lien, encumbrance or defect in title that existed before this sale and that the Seller did not disclose above.

7. Title, Registration and Documentation Transfer

How ownership of a vessel gets recorded, and what this Bill of Sale can and cannot do toward that, depends on where the Vessel is registered — and that differs by state. In most states a boat is registered or titled through a state agency, but which agency varies: some states title vessels through the same department that titles motor vehicles (a DMV or equivalent), while others handle vessel registration and titling through a separate state wildlife, natural resources, parks or marine/boating agency. A trailer, where it requires its own title, is commonly titled through the state motor-vehicle agency regardless of which agency handles the Vessel, because a trailer is legally a separate item from the boat it carries.

A vessel documented with the U.S. Coast Guard — generally required for certain vessels of five net tons or more used in specific trades, and available by owner election for others — is not titled by any state at all. Its ownership transfers by recording a qualifying bill of sale with the National Vessel Documentation Center, not through a state title transfer, and the state where the vessel is used may still require its own registration or numbering on top of that federal documentation.

This Bill of Sale is evidence of the sale and of the Purchase Price paid, and the Parties intend it to support whatever title or registration transfer their state, or the National Vessel Documentation Center, requires. It is not, by itself, a title transfer, a state

registration form, or confirmation that any transfer is complete. Each Party is responsible for checking the current requirements of the state where the Vessel is or will be titled (or, for a documented vessel, the U.S. Coast Guard's requirements) before relying on this document, for using that state's or agency's own required form where one exists, and for completing the transfer within any deadline that applies. The Seller shall deliver the Vessel's existing title or registration, if any, and any U.S. Coast Guard documentation, to the Buyer at closing, endorsed as the Buyer's state or the National Vessel Documentation Center requires.

8. Delivery and Risk of Loss

The Seller shall deliver the Vessel, and the trailer and motor/engine to the extent included, to the Buyer at [Delivery location] on [Delivery date] , together with any keys, remote controls, manuals and accessories:

[Keys, manuals or accessories included, or write "none beyond the items already described"] .

Risk of loss of or damage to the Vessel, trailer and motor/engine passes to the Buyer on delivery or on payment of the full Purchase Price, whichever happens first. Until then, the Seller is responsible for keeping any insurance on them in force.

9. Governing Law and General Provisions

This Bill of Sale and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Florida] , without regard to its conflict-of-laws rules.

This Bill of Sale is the entire agreement between the Parties about the sale of the Vessel, the trailer and the motor/engine, and replaces any earlier understanding or representation about it. It may be amended only in writing signed by both Parties. If any provision is held unenforceable, the rest continues in force.

This Bill of Sale may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement. It takes effect on the date of the last signature below.

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

Seller

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____

Buyer

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____