

Vehicle 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.

Vehicle Bill of Sale

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

For the purchase price stated in clause 3, the Seller sells, transfers and delivers to the Buyer, and the Buyer buys from the Seller, the motor vehicle described in clause 1 (the "Vehicle"), on the terms of this Bill of Sale.

1. The Vehicle

The Vehicle sold under this Bill of Sale is described as follows:

- (a) Year: [Model year] ;
- (b) Make: [Manufacturer, e.g. Toyota] ;
- (c) Model: [Model name] ;
- (d) Body style and trim: [Body style and trim, e.g. 4-door sedan, LE] ;
- (e) Color: [Exterior color] ;
- (f) Vehicle Identification Number (VIN): [17-character VIN] ;
- (g) License plate number and issuing state, if currently plated:
[Plate number and state, or write "none"] ;
- (h) State where the Vehicle is currently titled: [Current titling state] .

2. Odometer Disclosure Statement

Federal law (49 U.S.C. § 32705 and 49 C.F.R. Part 580, under the Truth in Mileage Act) requires the Seller to disclose the Vehicle's mileage to the Buyer at the time ownership transfers, unless the Vehicle qualifies for a federal exemption — currently, vehicles with a gross vehicle weight rating over 16,000 pounds and vehicles more than 20 model years old are exempt, but that list has changed before, so check 49 C.F.R. § 580.17 for the current version.

The Seller states that the Vehicle's odometer now reads [Odometer reading, with the unit — miles or kilometers] , and, to the best of the Seller's knowledge, that this reading (check exactly one):

- (a) reflects the actual mileage of the Vehicle; or
- (b) reflects mileage in excess of the odometer's mechanical limits; or
- (c) is NOT the actual mileage — WARNING: ODOMETER DISCREPANCY.

3. Purchase Price and Payment

The purchase price for the Vehicle is [Purchase price and currency] (the "Purchase Price"). The Buyer shall pay the Purchase Price by [Payment method, e.g. cashier's check, verified bank transfer or cash] , and the Seller acknowledges receipt of the Purchase Price in full [State "on signing this Bill of Sale," or the date and method, if payment is not made at signing] .

Except for any sales, use or excise tax described in clause 8, the Purchase Price is the entire consideration for the Vehicle. No further amount is owed by the Buyer to the Seller in connection with this sale unless the Parties agree to it in writing signed by both.

4. Vehicle Condition; Sold As Is

The Seller sells the Vehicle "AS IS, WHERE IS," with all faults, and makes no warranty of merchantability, fitness for a particular purpose, or any other warranty, express or implied, except as required by applicable law or expressly stated in this clause. Before signing this Bill of Sale, the Buyer has either inspected the Vehicle, or had it inspected by a mechanic of the Buyer's choosing, or expressly waives that opportunity.

To the best of the Seller's knowledge, the Vehicle's title is:

[State "clean," or the brand shown on the title, e.g. "salvage," "rebuilt/reconstructed" or "flood damage"] .

The Seller further discloses the following about the Vehicle's mechanical condition and history: [Known defects, accidents or damage, or write "none known"] .

5. Title and Ownership Transfer

The Seller represents and warrants that the Seller is the lawful owner of the Vehicle and has full right and authority to sell it.

The Seller shall sign over the Vehicle's certificate of title to the Buyer, completing every section the titling state requires — including the odometer section, where the title carries one, consistently with clause 2 — and shall deliver the signed title to the Buyer

[When the signed title will be delivered, e.g. at the time of signing this Bill of Sale] .

Ownership of the Vehicle transfers to the Buyer on delivery of the signed title or payment of the Purchase Price in full, whichever happens later.

6. Liens and Lienholder Release

Except for the lien disclosed below, if any, the Vehicle is free and clear of all liens, security interests and encumbrances: [Lienholder's name and address, or write "none"] .

Where a lien is disclosed above, the Seller shall

[How the lien will be satisfied, e.g. paid off and released before delivery] , and shall deliver a

signed lien release, or the lienholder's written payoff confirmation, to the Buyer within [Period for delivering the lien release, e.g. ten (10) business days] of this Bill of Sale. Until the lien is released, the Seller remains responsible for it, and the Buyer may hold back the corresponding part of the Purchase Price in escrow if the Parties agree to do so in writing.

7. Risk of Loss, Delivery and Insurance

The Seller shall deliver the Vehicle to the Buyer at [Delivery location] on [Delivery date]. Risk of loss of or damage to the Vehicle passes to the Buyer on delivery.

Until delivery, the Seller is responsible for maintaining the Vehicle's existing insurance. From delivery, the Buyer is solely responsible for insuring the Vehicle, and shall not operate it on public roads before arranging insurance and any registration, permit or temporary tag the titling state requires.

8. State Title, Registration and Odometer Requirements

Requirements for transferring title, registering the Vehicle, collecting sales, use or excise tax, and — in some states — notarizing this Bill of Sale are set by the state or other jurisdiction where the Vehicle will be titled, not by this document. Some states require their own prescribed bill-of-sale or title-transfer form in addition to, or instead of, this Bill of Sale, and some require the Parties' signatures to be notarized. Before relying on this Bill of Sale to register the Vehicle, the Parties shall confirm the current requirements of [State or other jurisdiction where the Vehicle will be registered]'s motor vehicle or titling agency.

The federal odometer disclosure in clause 2 applies regardless of which state the Vehicle is titled in, and is separate from, and in addition to, any state-specific form or notarization requirement described above. Most states also print an odometer section directly on the certificate of title; complete that section too if the Vehicle's title has one — clause 2 satisfies the federal disclosure requirement but does not by itself complete a title that calls for the same information.

The Buyer is responsible for registering the Vehicle in the Buyer's name within the time the titling state requires, and for paying any sales, use or excise tax the transfer triggers.

9. Governing Law

This Bill of Sale is governed by the laws of [Governing law, e.g. the state where the Vehicle is being sold] , without regard to conflict-of-laws rules. Clause 2's odometer disclosure is additionally governed by the federal Truth in Mileage Act and its implementing regulations, regardless of the law stated above.

10. General

This Bill of Sale is the entire agreement between the Parties about the sale of the Vehicle and replaces any earlier discussion, 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. Where the titling state requires the odometer disclosure or this Bill of Sale itself to be completed on paper, notarized, or on a state-specific form, the Parties shall also complete it in that form — signing this Bill of Sale electronically does not excuse that requirement where it applies.

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: _____