

Bill of Sale

Agreement made this _____ day of _____, 20____, by and between _____ [name], hereinafter "Seller" and _____ [name], hereinafter "Buyer".

Intending to be legally bound, the Buyer and the Seller agree as follows:

1. Seller will sell to the Buyer and the Buyer will purchase the items listed on **Schedule A** (attached). [Attach listing of item(s).]
2. The purchase price shall be:
 Price:
 Sales Tax:
 Finance Charges:
 Shipping Charges:
 Total Price:
3. The purchase price shall be paid with a down payment of \$_____ and the remaining amount in equal installments of \$_____, payable on the _____ day of the month.
4. This is a conditional sale agreement; title will not pass to the Buyer until payment in full has been received by the Seller.
5. Seller warrants it has good title to said property, free and clear of all encumbrances, and has full authority to assign and transfer the same, and warrants that it will defend and indemnify the Buyer from any and all claims to said property.
6. Seller [choose one] a.) disclaims any warranty of merchantability of fitness for a particular purpose, said goods being sold in their present condition "as is" and "where is" OR b.) warrants the merchantability of said goods and their fitness for the purpose for which they are intended.
7. Seller retains the right to repossess the items sold, subject to any apportionment for payments received, should the Buyer fail or refuse to make all necessary payments.

Buyer Signature

Date

Seller Signature

Date

[This form must be recorded in your local filing office or it will not be effective against subsequent lenders.]