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This template is for equipment that is not titled as a road vehicle. If any item is titled or registered with a state motor vehicle agency (for example, a truck or trailer), some states require their own DMV form; check your state's motor vehicle agency on [USA.gov](https://www.usa.gov) and sign over the title as that state requires.

EQUIPMENT BILL OF SALE

Effective date: [date]

Seller: [full legal name of the owner, or company name and state of registration]

Address: [address]

Contact: [name, phone, email]

Buyer: [full legal name, or company name and state of registration]

Address: [address]

Contact: [name, phone, email]

1. Equipment sold

The Seller sells to the Buyer the equipment and attachments listed in this schedule (together, the "Equipment").

#	Description (year, make, model)	Serial number / PIN	Hours	Price
1	[for example, 2017 compact track loader, model ____]	[serial]	[hours]	[\$]
2	[for example, 72-inch smooth bucket]	[serial or "none"]	n/a	[\$]
3	[for example, pallet forks, 48-inch]	[serial or "none"]	n/a	[\$]
4	[]	[]	[]	[\$]
			Total	[\$ amount]

Hour meter: to the Seller's knowledge, each hour reading above ☐ is accurate ☐ is not accurate, because the meter was replaced or disconnected: [explain].

Also included: [manuals, service records, spare keys, remaining parts. Or "nothing else"]

Photos of each serial plate ☐ are attached.

2. Payment

Total price: [\$ amount] ([amount in words] dollars), payable by ☐ bank transfer ☐ cashier's check ☐ other: [describe].

☐ Paid in full on signing.

☐ Deposit of [\$ amount] paid. Balance of [\$ amount] due by [date]. Ownership and possession pass to the Buyer when the balance is paid in full.

3. Liens and UCC search

The Buyer ☐ has ☐ has not searched the UCC records in [state] under the Seller's legal name. Result: [none found / describe any financing statements].

The Seller states that the Equipment is free of any security interest, lien or other claim, except: [lender, and payoff amount, or "none"].

If there is a lien, the parties will clear it this way: ☐ the Buyer pays the payoff amount directly to the lender and the rest to the Seller ☐ the Seller pays off the lender before the Buyer takes possession ☐ other: [describe]. Either way, the Seller will deliver a written lien release or UCC termination from the lender before or at the time the Buyer takes the Equipment.

4. Title

The Seller states that the Seller owns the Equipment and has the right to sell it. Nothing in section 5 limits this statement or the Seller's warranty of title.

5. Condition and warranties

Tick one:

☐ **AS IS, WITH ALL FAULTS.** THE BUYER HAS INSPECTED THE EQUIPMENT, OR HAD THE CHANCE TO, AND BUYS IT IN ITS PRESENT CONDITION. THE SELLER MAKES NO WARRANTIES ABOUT ITS CONDITION, PERFORMANCE OR FITNESS FOR ANY PURPOSE, AND ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

☐ **Written warranties only.** The Seller warrants only the following: [for example, "engine starts, and the machine tracks and lifts under its own power on the date of delivery"]. All other warranties about condition, including merchantability and fitness for a particular purpose, are excluded.

Known problems the Seller has disclosed: [for example, left final drive leaks, AC not working, cracked bucket weld. Or "none known"]

6. Sales and use tax

Any sales or use tax on this sale is the responsibility of: ☐ the Buyer ☐ the Seller.

☐ The Seller will collect [\$ amount or rate] in tax at closing.

☐ The Buyer has given the Seller a resale or exemption certificate: [type, number].

☐ The parties believe the sale is exempt as an occasional or isolated sale under [State] law. If a tax authority

later decides tax is due, the party ticked above will pay it.

7. Delivery, loading and removal

The Equipment is located at [address or job site].

- ☐ The Buyer will pick up the Equipment by [date], at the Buyer's cost.
- ☐ The Seller will deliver the Equipment to [address] by [date]. Delivery cost: [\$ amount], paid by [party].

The party loading the Equipment is responsible for damage during loading. If the Buyer doesn't remove the Equipment by the date above, the Seller may charge storage of [\$ amount] per day after [number] days' written notice.

8. Risk of loss

The Seller bears the risk of loss or damage until the Equipment is loaded onto the Buyer's (or the Buyer's hauler's) transport, or delivered if the Seller is delivering. From then on, the Buyer bears it, and the Buyer should have insurance in place.

9. Documents

At closing the Seller will give the Buyer this signed bill of sale, any lien releases, and the manuals, service records and keys listed in section 1.

10. General terms

Entire agreement. This bill of sale, including the schedule and any attachments, is the complete agreement about the Equipment.

Changes. Changes must be in writing and signed by both parties.

Governing law. The law of [State] governs this bill of sale.

Severability. If any part is unenforceable, the rest stays in effect.

Authority. A person signing for a company confirms they are authorized to sign for it.

Electronic signatures and counterparts. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Seller

Signature: _____

Name: [full name]

Date: [date]

Buyer

Signature: _____

Name: [full name]

Date: [date]