

# BILL OF SALE

*State of Minnesota*

This Bill of Sale is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the following parties:

## 1. SELLER INFORMATION

Full Legal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## 2. BUYER INFORMATION

Full Legal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## 3. DESCRIPTION OF PROPERTY

The Seller hereby sells, transfers, and conveys to the Buyer the following described personal property:

### General Description:

Item(s): \_\_\_\_\_

Serial / ID Number: \_\_\_\_\_

Condition: \_\_\_\_\_

### Vehicle-Specific Information (if applicable):

Year:		Make:	
Model:		Color:	
VIN:			
License Plate #:		State:	

## 4. SALE PRICE AND PAYMENT

Total Sale Price (\$): \_\_\_\_\_

Payment Method (cash, check, etc.): \_\_\_\_\_

*Note: For motor vehicles, Minnesota imposes an excise tax of 6.875% of the purchase price (Minn. Stat. § 297B.02). For vehicles 10 years or older purchased for \$3,000 or less, a flat \$10 tax applies (§ 297B.025).*

## 5. WARRANTY DISCLAIMER (“AS-IS”)

Unless the parties agree otherwise in a separate written warranty, the property described above is sold “AS IS” and “WITH ALL FAULTS.” The Seller makes no warranties, express or implied, including but not limited to the

implied warranties of merchantability and fitness for a particular purpose, all of which are hereby expressly excluded pursuant to Minn. Stat. § 336.2-316 (Minnesota Uniform Commercial Code). The Buyer has had the opportunity to inspect the property and accepts it in its present condition.

Check here if a separate written warranty is attached.

## 6. ODOMETER DISCLOSURE STATEMENT (Vehicles)

Federal law and Minnesota law (Minn. Stat. § 325E.15) require the Seller to state the mileage upon transfer of ownership. Failure to complete this disclosure or providing a false statement may result in fines and/or imprisonment.

**Odometer reading at time of sale:** \_\_\_\_\_ miles

The Seller certifies that the odometer reading (check one):

- Reflects the actual mileage of the vehicle.
- Reflects the amount of mileage in excess of the odometer's mechanical limits (i.e., the odometer has "rolled over").
- Is NOT the actual mileage. WARNING — ODOMETER DISCREPANCY.

## 7. DAMAGE DISCLOSURE (Vehicles)

Minnesota law (Minn. Stat. § 325F.6641) requires disclosure of certain prior damage. The Seller certifies as follows:

- To the best of Seller's knowledge, the vehicle has NOT sustained damage in excess of the disclosure threshold.
- The vehicle HAS sustained damage as described below:

**Description of damage:** \_\_\_\_\_

**Estimated or actual cost of repair (\$):** \_\_\_\_\_

**Title brand status (check all that apply):**

- Salvage title
- Flood damage
- Rebuilt / Reconstructed
- Prior taxi, police, or commercial vehicle
- None of the above

## 8. ADDITIONAL TERMS

a) The Seller represents and warrants that the Seller has good and marketable title to the property described above, free and clear of all liens, encumbrances, and security interests, and has full right and authority to sell and transfer said property.

b) For motor vehicle sales: The Buyer must apply for a new certificate of title within 20 days of the date of this sale (Minn. Stat. § 168A.10, subd. 2). The Seller must file a Notice of Sale with the Minnesota DVS within 10 days (§ 168A.10, subd. 1).

c) For sales of \$500 or more, this written Bill of Sale satisfies the requirement of a writing under the Minnesota Uniform Commercial Code (Minn. Stat. § 336.2-201).

d) Additional terms: \_\_\_\_\_

\_\_\_\_\_

## 9. SIGNATURES

By signing below, the parties acknowledge and agree to the terms of this Bill of Sale.

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**Signature of Seller**

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**Signature of Buyer**

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### **10. NOTARY ACKNOWLEDGMENT (Optional)**

State of Minnesota, County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared the above-named Seller and Buyer, known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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**Notary Public Signature**

**Commission Expires:** \_\_\_\_\_

[NOTARY SEAL]

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