## **TRACTOR BILL OF SALE**

This Tractor Bill of Sale (the **"Bill of Sale"**) is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **"Effective Date"**) by and between:

| **SELLER:**   (the **“Seller”**),  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email/Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **BUYER:**   (the **“Buyer”**),  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email/Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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**DESCRIPTION OF THE PROPERTY.** The Seller hereby sells, assigns, transfers, and conveys to the Buyer all rights, title, and interest in and to the following tractor (the **"Tractor"**): *(fill all that apply)*

**Make:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Model:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Year:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Serial number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Color:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Length:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Width:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Condition:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Odometer reading:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ miles.

**LOCATION OF THE PROPERTY.** The Tractor being sold is located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Seller affirms legal ownership of the Tractor, asserts the right and authority to sell it, and assures that the Tractor is free from arrest or other obligations. The Buyer acknowledges that the Tractor has been inspected and expresses satisfaction with its condition.

**ODOMETER DISCLOSURE STATEMENT.** The Seller certifies that the odometer reading of the Tractor at the time of sale is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ miles and, to the best of the Seller’s knowledge, is accurate and reflects the actual mileage of the Tractor. The Seller further certifies that the odometer has not been tampered with, altered, or replaced and that the mileage of the Tractor has not been misrepresented in any way.

**TOTAL PRICE.** The purchase price for the Tractor is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Buyer shall pay the full purchase price to the Seller on or before the date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

All payments shall be made on or before the Due Date by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Cash/Check/ACH/PayPal/etc.)

**SALES TAX.** The sales tax applicable to this sale is: (*choose one)*

* included in the purchase price of the Tractor. The Seller shall transfer the sales tax to the relevant tax authority on behalf of the Buyer.
* not included in the purchase price of the Tractor. If the sales tax is applicable, the Buyer shall pay the sales tax amount directly to the relevant tax authority.

The Parties agree that the payment of all other taxes shall be covered by the ☐Seller ☐Buyer.

**WARRANTY.** The Tractor is sold: (*choose one)*

* in "as-is" condition without any warranties or representations, express or implied. The Seller makes no warranty, either written or oral, regarding the condition, title, or merchantability for a particular purpose of the Tractor.
* in good condition and free of liens or encumbrances.

☐ If the Tractor is found to be defective in material or workmanship during the period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from the date of transfer of the Tractor from the Seller to the Buyer (the **"Warranty Period"**), the Seller shall repair or replace the defective Tractor under the same quality conditions.

* The Buyer has been granted the opportunity to inspect the Tractor or arrange for its inspection. Additionally, the Buyer has accepted the Tractor in its current condition.

The Parties acknowledge and agree that the provided warranty is the exclusive warranty provided by the Seller, replacing all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The Parties further agree that the Seller shall not be liable for any defects or inconsistencies in the Tractor, except as set forth in the aforementioned warranty.

**TRANSFER OF TITLE.** The transfer of the Tractor from the Seller to the Buyer shall occur on: (*choose one)*

* on the Effective Date of this Bill of Sale (the **"Date of Transfer"**).
* the date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **"Date of Transfer"**).

The Buyer shall take possession of the Tractor on the Date of Transfer and assume all risks of loss or damage to the Tractor from that date forward. On the Date of Transfer, the Seller shall provide all necessary documentation to the Buyer for the transfer of ownership, including but not limited to the deed, bill of sale, and any other documents required to transfer the title of the Tractor.

**GOVERNING LAW AND DISPUTE RESOLUTION.** This Bill of Sale will be governed by and construed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, except for its conflicts of laws principles. Any disputes arising from or related to this Bill of Sale that cannot be resolved by negotiations and mutual agreement shall be resolved by courts of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**IN WITNESS WHEREOF**, the Parties have executed this Bill of Sale as of the Effective Date.

**Seller’s Name and Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Buyer’s Name and Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

Sworn to and subscribed before me on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place for signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary public's name and seal