Bill of sale wording

Copy-ready clauses for a private sale. Replace the parts in [brackets]; use only the statements that are true.

Ownership statement

Use it for: Every bill of sale. The seller confirms they can sell the item — as its owner or with the owner's authority.

> The seller states that the seller owns the [item], or is authorized by the owner to sell it.

Free of liens

Use it for: Only when no lender or other party has a claim on the item.

> The [item] is free of all liens, loans and claims by others.

Subject to a lien

Use it for: When a loan or other claim still exists. Name the holder and the amount; agree in writing how it will be cleared.

> The [item] is subject to the following lien or claim: [holder], [amount]. [The seller will pay it off and obtain a release before the title is transferred.]

Sold as is (short form)

Use it for: A used item sold without any warranty. Pair it with an honest description of the condition; an as-is sale never excuses hiding a known defect, and statements made about the item can still count as warranties.

> The [item] is sold "as is", in its current condition with all faults. The seller gives no warranty, express or implied, beyond what is written on this form, to the extent the law allows.

Sold as is (full form)

Use it for: When you want the exclusion spelled out, for example for a vehicle. It refers to the disclosed condition, so write that part carefully. Some states limit what a private as-is sale can exclude.

> The [item] is sold "as is, where is", in its current condition with all faults, whether or not they are known. The seller has disclosed the condition and known defects written in this bill of sale. Except for what is written here, and to the extent the law allows, the seller gives no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. The buyer has inspected the [item], or chosen not to, and accepts it in its current condition.

Limited written warranty

Use it for: When the seller promises something specific. Say what is covered, for how long and what the seller will do if it fails; the rest of the sale is as is. Keep the description and anything you tell the buyer accurate — statements about the item can create warranties as well. A written warranty can also limit what else a seller may disclaim, so check your state's rules.

> The seller warrants that [what is warranted, for example: the engine and transmission have no known mechanical faults] for [30 days] from the date of sale. If this warranty is breached, the seller will [remedy, for example: pay the reasonable cost of repair, up to $[amount]]. Apart from this warranty, the [item] is sold as is and the seller gives no other warranty, express or implied, to the extent the law allows.

Not included here: gift wording, notary blocks and payment schedules. They depend on state rules and need their own review before use.

Payment received in full

Use it for: Only when the whole sale price has actually been received. Never pre-print this.

> The seller acknowledges receipt of $[amount], the full sale price, from the buyer on [date], by [cash / check / bank transfer].

Part payment and balance

Use it for: When some of the price is still owed. One due date, no interest. Anything more — installments, interest, or keeping ownership until the balance is paid — belongs in a separate payment agreement, not in a bill of sale clause.

> The buyer has paid $[amount received] of the $[sale price] sale price. The remaining $[balance] is due by [date].

Transfer of ownership

Use it for: Every bill of sale. This is the sentence that does the work. Title, registration and other official steps still have to be completed.

> The seller transfers to the buyer all of the seller's rights, title and interest in the [item], subject to any title, registration or other official transfer steps the law requires. Both parties agree to the terms written in this bill of sale.

Title handover (titled vehicles, boats and trailers)

Use it for: When the item has a certificate of title. The title itself is still signed over separately, as your state requires.

> Unless stated otherwise, the seller will sign the certificate of title over to the buyer on the date of sale.

Signature statement

Use it for: Above the signature lines.

> By signing, each party confirms that the details in this bill of sale are true and complete to the best of their knowledge.
>
> Seller: _____ Printed name: _____ Date: _____
>
> Buyer: _____ Printed name: _____ Date: _____

Witness line (when needed)

Use it for: Only needed when your state or the asset requires one; otherwise optional. An extra signature can help if the sale is ever questioned.

> Witnessed by: _____ Printed name: _____ Date: _____