Business Asset Bill of Sale

Record of a sale of listed business assets, not the business itself

DATE OF SALE

PLACE OF SALE (CITY, STATE)

1 PARTIES

Seller

LEGAL NAME (BUSINESS OR PERSON)

REPRESENTATIVE AND TITLE (IF A BUSINESS)

MAILING ADDRESS

CITY, STATE, ZIP

Buyer

LEGAL NAME (BUSINESS OR PERSON)

REPRESENTATIVE AND TITLE (IF A BUSINESS)

MAILING ADDRESS

CITY, STATE, ZIP

2 ASSETS SOLD

QTY	ASSET (WHAT IT IS, MAKE, MODEL, YEAR)	SERIAL NO. OR IDENTIFIER	CATEGORY	CONDITION	LINE TOTAL
					$
					$
					$
					$

Total sale price (all line totals, including page 2) TOTAL $

One asset or group per line. Category: equipment, vehicle, furniture, fixtures, inventory, tools or other. Continue on page 2 if needed.

3 PRICE AND PAYMENT

AMOUNT RECEIVED $

BALANCE DUE (IF ANY) $

PAYMENT METHOD

☐ Cash ☐ Check ☐ Bank transfer or payment app ☐ Other:

DATE PAYMENT RECEIVED

4 TERMS

The seller states that it owns the listed assets or is authorized to sell them. Mark only the statements that are true.

Liens and claims — check one

☐ The listed assets are free of all liens, security interests, leases and claims by others.

☐ One or more assets are subject to the following lien, security interest or claim (asset, holder and amount):

Condition — check one

☐ The listed assets are sold “as is”, in their 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.

☐ The seller gives the following warranty:

The seller transfers to the buyer all of the seller’s rights, title and interest in the assets listed, subject to any official transfer steps the law requires. This form transfers only the listed assets: it does not transfer shares or ownership of the seller’s business, its contracts, leases, licenses, receivables, business name or real estate, and the buyer does not take on any of the seller’s debts or obligations, except as written on this form. Both parties agree to the terms on this form and on page 2.

5 SIGNATURES

By signing, each party confirms that the details on this form are true and complete, and that anyone signing for a business is authorized to do so.

SELLER SIGNATURE

PRINTED NAME

DATE

BUYER SIGNATURE

PRINTED NAME

DATE

WITNESS (OPTIONAL; SOME STATES REQUIRE ONE) — SIGNATURE

PRINTED NAME

DATE

Bill of Sale — continuation

Fill in the parties, item and date here too, so this page stays with page 1.

SELLER	BUYER	ITEMS OR SALE REFERENCE	DATE OF SALE

ASSETS SOLD — CONTINUED

QTY	ASSET (WHAT IT IS, MAKE, MODEL, YEAR)	SERIAL NO. OR IDENTIFIER	CATEGORY	CONDITION	LINE TOTAL
					$
					$
					$
					$
					$
					$
					$
					$
					$
					$

ADDITIONAL TERMS (OPTIONAL)

Anything the parties have agreed that is not covered on page 1, such as excluded assets, delivery, training or handover dates, or when a remaining balance will be paid.

INITIALS

SELLER	BUYER

Before you sign

1. Compare each asset's serial number, VIN or identifier with the schedule in section 2; continue the schedule on page 2 if it is long, and check that the line totals add up to the total.
2. Write each business's legal name exactly as registered, and the name and title of the person signing for it. Check that the person has authority to sell the assets.
3. Give each asset or group its own price; the total is the sale price. The split can matter for sales tax and for both parties' tax records, so keep it accurate. Record the amount received and any balance separately.
4. Mark only the lien statement that is true. Business equipment is often financed or leased: ask for payoff letters or lien releases and run a UCC lien search in the seller's state before paying.
5. This form sells listed assets only. Shares, contracts, leases, licenses, customer lists, the business name, real estate and debts are not transferred unless written on this form; a whole-business purchase needs an asset purchase agreement.
6. Check whether sales tax applies to these assets in your state, and transfer titled assets (vehicles, trailers) through their own title steps. Sign and date in each other's presence, and keep a signed copy each.