TRACTOR BILL OF SALE

This Bill of Sale (this "Agreement") is entered into and made effective as of [DATE] (the "Effective Date"), by and between **[SELLER NAME]**, with an address of [SELLER ADDRESS] ("Seller"), and **[BUYER NAME]**, with an address of [BUYER ADDRESS] ("Buyer"). Seller and Buyer are each a "Party" and together the "Parties."

1. Sale of Property

Subject to the actual payment, delivery and transfer conditions stated in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase, Seller's identified interest in the property described in Section 2 (the "Property"). This sentence does not acknowledge money received or a transfer already completed. This Agreement shall bind and benefit the Parties and their respective heirs, successors, permitted assignees, and personal representatives.

2. Description of Property

Seller transfers to Buyer the following equipment (the "Equipment"):

- **Type:** Tractor
- **Year:** [EQUIPMENT YEAR]
- **Make:** [EQUIPMENT MAKE]
- **Model:** [EQUIPMENT MODEL]
- **Serial Number:** [EQUIPMENT SERIAL]
- **Hours of Use:** [EQUIPMENT HOURS]
- **Included Attachments:** [ATTACHMENTS]

Disclosed Liens / Encumbrances. Seller expressly discloses the following liens, security interests, or encumbrances, which shall be satisfied at or before closing from the Purchase Price unless otherwise agreed: [KNOWN LIENS]

3. Consideration and Payment

The total purchase price is **[SALE PRICE]** ([SALE PRICE]) (the "Purchase Price").

Buyer shall pay the Purchase Price to Seller in full on the Effective Date, by cash, certified funds, or other method mutually acceptable to the Parties. Title to the Property shall transfer upon Seller's receipt of payment in full.

Taxes. Any sales, use, excise, or transfer tax arising out of this transaction shall be the responsibility of Buyer, except as required otherwise by applicable state law. Each Party shall be responsible for its own

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income taxes.

4. Delivery, Possession, and Risk of Loss

Seller shall deliver possession of the Property to Buyer at [DELIVERY LOCATION] on or promptly after the Effective Date. The parties agree that risk of loss passes on Buyer's actual receipt, subject to any express delivery conditions and mandatory law; this is their allocation, not a statement that every transaction has the same statutory default.

5. Representations and Warranties of Seller

Seller represents and warrants to Buyer as follows:

1. Seller is the sole lawful owner of the Property and has full right, power, and authority to sell, transfer, and convey it (U.C.C. §2-312 warranty of title).
2. The Property is free and clear of any liens, security interests, encumbrances, or third-party claims, except as expressly disclosed in Section 2 or in writing to Buyer before the Effective Date.
3. Seller has not entered into any other agreement to sell or transfer the Property.
4. To Seller's actual knowledge, all information provided about the Property in this Agreement — including any odometer, hours, serial number, title status, and condition disclosures — is true and complete.

6. Agreed As-Is Condition — Mandatory Rights Preserved

SUBJECT TO THE EXPRESS OWNERSHIP STATEMENTS, ACTUAL EXPRESS WARRANTIES AND RIGHTS THAT CANNOT LAWFULLY BE EXCLUDED, THE AGREED CONDITION TERM IS "AS IS." ANY EXCLUSION OF IMPLIED MERCHANTABILITY OR FITNESS WARRANTIES OPERATES ONLY WHERE APPLICABLE LAW PERMITS IT AND THE NECESSARY CONDITIONS ARE SATISFIED. No inspection or opportunity to inspect is certified by this clause. It does not disclaim an inconsistent express promise, release fraud or concealment, waive personal-injury/product-liability claims, or eliminate nonwaivable consumer rights. A covered consumer-product seller's written warranty or service contract can prevent an implied-warranty disclaimer; applicable state restrictions also remain controlling.

7. State-Specific Notices

General Provisions

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict-of-laws rules.

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Venue. Jurisdiction and venue are determined under applicable law; this form does not add an exclusive forum selection.

Remedies and Fees. Lawful remedies remain available. This form does not add an automatic prevailing-party attorneys' fee award or displace a fee right supplied by applicable law.

Liability. No blanket exclusion of incidental, consequential, personal-injury or other damages is added by this form. Applicable legal standards and mandatory remedies remain controlling.

Notices. Any notice required under this Agreement shall be in writing and delivered by hand, certified mail, or nationally recognized overnight courier to the address stated above (or to such other address as a Party may designate in writing). The Party delivering notice shall retain proof of delivery.

Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous understandings, whether written or oral, regarding its subject matter.

Amendments. This Agreement may be amended only by a writing signed by both Parties.

Severability. If any provision of this Agreement is held unenforceable, the remainder shall continue in full force and effect.

Assignment. Buyer may not assign this Agreement before taking possession of the Property without Seller's prior written consent.

Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic and digital signatures executed in accordance with the Uniform Electronic Transactions Act (UETA) and the federal E-SIGN Act, 15 U.S.C. §§7001 et seq., may be used where applicable law and the receiving authority permit. A generated electronic signature does not replace a required official title, secure odometer record, notarial act or agency submission process.

Binding Effect. This Agreement shall bind and benefit the Parties and their respective heirs, successors, permitted assignees, and personal representatives.

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Signatures

The Parties have executed this Bill of Sale on the Effective Date.

Seller	**Buyer**
PRINTED NAME	PRINTED NAME
SIGNATURE	SIGNATURE
DATE	DATE

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