**South Dakota Firearm Bill of Sale**

THIS BILL OF SALE is given on the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seller Name) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Seller Address) (herein the “Seller”) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Buyer Name) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Buyer Address) its successors and assigns (herein the “Buyer”).

**RECITALS**

A. Seller has ownership over a certain firearm to be conveyed to the Buyer, and as may be described under this Agreement;

B. Seller has agreed to sell the said firearm to the Buyer, and the Buyer has agreed to purchase the said firearm;

C. The Parties intend the transaction to be documented by this Bill of Sale.

**WITNESSETH:**

**DESCRIPTION OF THE FIREARM.** The firearm for sale is as follows (herein the “Firearm”):

**Firearm Details:**

Caliber: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Serial Number:

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

Make: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Manufacturer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**SALE OF FIREARM.** For the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (purchase price), the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell and transfer over to the Buyer, its successors and assigns, the Firearm.

If the Firearm is given as a gift, then the relationship of the Buyer and Seller is as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate relationship between Buyer and Seller).

**SELLER WARRANTIES.** Seller gives no warranties except for the following (Seller will sign on the space beside all applicable):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seller is the owner of the Firearm.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ The Firearm has not been used for any illegal act.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seller has no knowledge of any defects in Firearm.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seller assumes no responsibility for the Firearm after the sale.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seller affirms that the supplied information for the Firearm is accurate to the best of its knowledge.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seller has acquired all required validation, approval, or authorization (including corporate approvals where applicable) for the transfer of the Firearm.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ The execution and performance of the Seller of the sale will not violate any laws or regulations.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seller will execute further documents as may be reasonably necessary to effect the complete transfer of the Firearm to the Buyer or its assigns.

**BUYER WARRANTIES.** Buyer gives no warranties except for the following (Buyer will sign on the space beside all applicable):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer is of legal age, and is not prohibited by any law or regulation from purchasing or firing a firearm.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer has not been convicted of any felony / crime.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer has no outstanding warrants.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ The execution and performance of the Buyer of the sale will not violate any laws or regulations.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer has acquired all required validation, approval, or authorization (including corporate approvals where applicable) for the purchase of the Firearm.

**GOVERNING LAW.** The Interpretation of this Bill of Sale shall be in accordance with the laws of the State of South Dakota, without regard to the conflict of laws principles of each State, and all disputes or claims in relation to this Agreement shall be commenced in the exclusive jurisdiction of the Courts of the same State.

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed as of the \_\_\_\_\_\_\_\_th day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Seller Signature**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Seller Driver’s License**

**Number & Issuing State**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Buyer Signature**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Buyer Driver’s License**

**Number & Issuing State**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date**

**Acknowledgement Of Notary Public**

State of South Dakota}

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ss.

On this day personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are described in and who executed the foregoing instrument, and acknowledged that s/he signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and Notarial Seal, the \_\_\_\_\_\_\_th day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

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

 **NOTARY PUBLIC**

NOTARY PUBLIC in and for the State of South Dakota

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_