**South Dakota Motor Vehicle 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 Motor Vehicle to be conveyed to the Buyer, and as may be described under this Agreement;

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

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

**WITNESSETH:**

**DESCRIPTION OF MOTOR VEHICLE.** The Motor Vehicle for sale is as follows (herein the “Property”):

**Motor Vehicle Details:**

Vehicle Identification Number (VIN):

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

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

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

Year of Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Body-Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Odometer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller affirms that the above supplied information is accurate to the best of its knowledge.

**SALE OF MOTOR VEHICLE.** 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 Property.

The location of the sale is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, State of South Dakota.

If the Motor Vehicle 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 has valid and good title to the Property.

\_\_\_\_\_\_\_\_\_\_\_\_\_ The Property is free of any defects, liens, charges, or encumbrances.

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

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

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

**TAXES.** The purchase price paid by the Buyer \_\_\_\_\_\_\_\_ includes \_\_\_\_\_\_\_\_ does not include (check as applicable) the associated taxes with the sale of the Property.

**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.

**Seller Odometer Disclosure Statement**

Seller hereby states that the odometer reading disclosed above under this Bill of Sale is true and correct to the best of Seller’s knowledge, and that it reflects the actual mileage of the vehicle described unless one of the following statements is checked:

\_\_\_\_\_\_ Seller hereby certifies that to the best of Seller’s knowledge, the odometer reading reflects the amount of mileage in excess of its mechanical limits.

\_\_\_\_\_\_ Seller hereby certifies that the odometer reading is not the actual mileage. WARNING - - ODOMETER DISCREPANCY

Seller certifies, under penalties of perjury, that all information Seller has provided in this Bill of Sale are true and correct.

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

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

**Seller Signature**

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

**Printed Name**

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

**Date**

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

**Buyer Signature**

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

**Printed Name**

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

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