**Motorcycle Bill of Sale**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Selling Party / Seller** | |  | **Buying Party / Buyer** | |
| ***Name:*** |  |  | ***Name:*** |  |
| ***Address:*** |  | ***Address:*** |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| ***Tel:*** |  | ***Tel:*** |  |
| ***Email:*** |  | ***Email:*** |  |

*\*The parties choose the above stated addresses as their physical addresses at which legal proceedings may be instituted if necessary.*

# **1. Vehicle**

|  |  |
| --- | --- |
| ***Vehicle:*** |  |
| ***Year:*** |  |
| ***VIN:*** |  |
| ***Title Number:*** |  |
| ***Color*** |  |

# **2. Odometer Disclosure Statement**

The Owner states that the Vehicle’s odometer reads as follows, and certifies that it reflects the actual mileage to the best of their knowledge.

|  |  |
| --- | --- |
| ***Mileage:*** |  |
| ***Date recorded:*** |  |

# **3. Ownership**

The Seller guarantees that he/she is the true and lawful owner of the above-described vehicle and that it is free of all encumbrances, unpaid taxes, fees, tickets, fines, liens, penalties or debts of any kind as well as any and all legal claims.

# **4. Warranty**

**4.1** The Seller acknowledges their vehicle to be in adequate running state at the time of sale, to the best of their knowledge.

**4.2** The motorcycle is sold "As-Is" and the seller shall not be liable for any defects, patent, latent or otherwise, and exempts its original owner from any and all responsibilities from any unknown, hidden, undiscovered, or any other types of damages, which may arise after the exchange of the vehicle.

**4.3** The Seller or his/her agent gives no warranty or guarantee other than those explicitly specified in Sections 3 and 4.

# **5. Transfer of Ownership and Costs**

**5.1** Both Parties agree to promptly sign all documents and paperwork necessary to transfer the full ownership of the Vehicle from the Seller onto the name of the Buyer within 7 (seven) days of signing this agreement of sale.

**5.2** The ownership status for the Vehicle will not change until the Buyer applies for and is issued a Certificate of Title.

**5.3** Any and all legal fees, registration fees, transfer costs, taxes, associated costs or other costs incurred after the sale of the Vehicle will be of the exclusive responsibility of the buyer.

# **7. Inspection by Buyer**

|  |  |
| --- | --- |
| **Inspection Checklist** | **Mark or Note any Issues** |
| **Battery – State of Charge** |  |
| **Brake Fluid Level – Front And Back** |  |
| **Brake Lever/Pedal Operation – Front And Back** |  |
| **Brake Light(s)** |  |
| **Brake Pad Condition – Front And Back** |  |
| **Chain Condition** |  |
| **Clutch Engagement** |  |
| **Fluid Leaks** |  |
| **Fuel Level** |  |
| **Horn Operation** |  |
| **Ignition Switch Operation** |  |
| **Kickstand Stability / Kickstand Kill Switch** |  |
| **Kill Switch Operation** |  |
| **Lo/Hi Beam Operation** |  |
| **Mirrors** |  |
| **Oil Level** |  |
| **Radiator Fluid Level** |  |
| **Steering Condition** |  |
| **Suspension Condition – Front And Back** |  |
| **Throttle Engagement And Disengagement** |  |
| **Tire Condition – Front And Back** |  |
| **Tire Pressure – Front And Back** |  |
| **Turn Signals – Left And Right** |  |
| **Turn Signals – Hazard Lights** |  |
| **Wheel – Bolts & Cotter Pins Condition** |  |
| **Other Notes** |  |

**With the following signature, the Buyer confirms having been given the time and opportunity to inspect the Vehicle to their own satisfaction and taken note above of any issues of imminent concern. Should any imperative issues which compromise safety be noted, these are to be addressed by the Seller before any sale takes place. Likewise, the Buyer certifies that no guarantees or warranties of any nature were expressed or implied by the Seller or his/her agent regarding its condition or quality.**

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

**Buyer**

# **6. Other Clauses**

**6.1** The Buyer confirms that they are of legal age and legally competent to enter into this agreement.

**6.2** At the time the signing of this agreement is formalized, the physical exchange of the vehicle and keys will take place. All future responsibilities and expenses, which may derive from the possession and/or use of the vehicle, will be the exclusive responsibility of the vehicles new owner (the Buyer). This includes any motor vehicle insurance.

**6.3** The possession and use of motorcycles is inherently a risky activity. The Buyer, for himself/herself, his/her heirs, assignors, executors and/or administrators, fully releases and discharges the opposing party from any and all claims, demands and causes of action by reason of any injury or death of whatever nature which has or have occurred, or may occur to the opposing Party, or any of his/her passengers as a result of, or in connection with the possession and use of either vehicle and agrees to hold the opposing party free and harmless of any claim or suit arising there from. In any legal action concerning the rights, duties or liabilities of any participating group in this Agreement, the opposing Parties principals, agents, successors or assignees shall be entitled to recover reasonable attorney fees and costs if deemed the prevailing group.

**6.4** If any of the legal requisites established in this Agreement are inoperative or not practical, or become so after the signing of this Agreement, the effectiveness and validity of the rest of the Agreement will not be affected.

**6.5** Any potential litigation which may arise in relation to this agreement as a consequence of the interpretation or fulfillment of its clauses will be resolved in a Florida Court of Law, in absence of any other voluntarily and mutually agreed upon method of dispute resolution.

**6.6** Other Conditions and Clauses may be mutually agreed upon, in writing, as necessary.

# **7. Purchase Price**

**7.1** The Purchase price is the sum of:

|  |  |
| --- | --- |
| ***Price:*** |  |

**7.2** The Purchase price is to be paid in full by a bank guaranteed check.

**7.3** The motorcycle will only be delivered to the Buyer once payment has been received in full.

**7.4** Ownership of the motorcycle will only pass onto the Buyer once the bank honors the check or other legal instrument of payment.

# **8. Signatures confirming Sale**

With the following signatures, both parties declare to have read, understood and agreed to this present document and all clauses or conditions herein detailed, and certify that all statements in it are true to the best of their knowledge. Once this document has been signed below the permanent exchange of vehicles, keys and payment will take place as agreed, and the legal processes required to transfer legal ownership will begin and be carried out until completion.

**Date of Vehicle Sale and Key Delivery**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Selling Party Buying Party**

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

**Witness**

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

**Witness’s Name**