

AGREEMENT AND BILL OF SALE OF PERSONAL PROPERTY

“Seller”: _____

“Buyer”: _____

Address (“Real Property”): _____

Seller, for the sum of \$ _____, does hereby agree to sell and transfer to Buyer free and clear of all claims, liens, and encumbrances, any and all rights and interests in the following personal property (describe personal property in detail) _____

_____ (the “Personal Property”).

Seller agrees that they will, upon the request of Buyer and at Seller’s expense, execute any further documents necessary to facilitate the transfer of the Personal Property. This Agreement is is not contingent upon Seller and Buyer closing on an Offer to Purchase and Contract for the Real Property dated: _____.

NOTE: If this Agreement is contingent, then Buyer and Seller must Close on the contract for the Real Property in order for this Agreement to be enforceable.

THE PARTIES AGREE: (1) THE PERSONAL PROPERTY IS BEING TRANSFERRED AS-IS AND IN ITS PRESENT CONDITION; (2) SELLER MAKES NO WARRANTIES AND EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTY EXPRESSED OR IMPLIED THAT MAY ARISE BY OPERATION OF LAW OR UNDER THE UNIFORM COMMERCIAL CODE; AND (3) BUYER ACCEPTS ANY AND ALL RISKS ASSOCIATED WITH THE PERSONAL PROPERTY, INCLUDING ANY POTENTIAL LIABILITIES.

This Agreement represents the entire agreement of the Parties. All prior understandings and agreements are merged into this document. This Agreement may only be modified by a written document signed by the Parties. This Agreement is governed by North Carolina law.

WARNING: This document does not address how Buyer and Seller should allocate taxes, fees, and other costs that may be associated with the Personal Property. Buyer is strongly encouraged to investigate any potential taxes, fees, and costs of the Personal Property prior to signing this document.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC., AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM. CONSULT A NORTH CAROLINA ATTORNEY BEFORE YOU SIGN IT.

Buyer: _____ Date: _____

Seller: _____ Date: _____

Buyer: _____ Date: _____

Seller: _____ Date: _____

Entity Buyer:

(Name of LLC/Corporation/Partnership/Trust/Etc.)

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/Etc.)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



This form jointly approved by:
North Carolina Bar Association’s Real Property Section
North Carolina Association of REALTORS®, Inc.

