

New Mexico As-is Bill of Sale

Independent template. Not an official government form, title, receipt for cleared funds or legal advice. Consult a lawyer about your transaction.

1. Parties

Seller full legal name

Seller address

Other seller or owner names

Buyer full legal name

Buyer address

Other buyer names

Contact telephone numbers (optional)

2. Item being sold

Item description and quantity

Serial number or other identifying marks

Included accessories or documents

3. Price and agreed terms

Sale date

Agreed price in US dollars

Payment and delivery terms

Condition and known defects

Express promises or warranties agreed by the parties

Liens, security interests and release arrangements

Additional agreed terms

The seller agrees to transfer the described item to the buyer on the stated payment and delivery terms. The parties must separately complete any required title, registration, disclosure or lien-release process.

The condition and defects recorded here are the parties' description of the item. This document does not disclaim a warranty or remedy that cannot lawfully be excluded, cancel an express promise or excuse fraud or misrepresentation.

The seller identifies the disclosed liens and title restrictions below. No statement in this record confirms that a lien has been paid, that an agency has transferred title or that a third party has consented.

4. Signatures

Read the full document and the execution notes before signing. A signature records the stated agreement; it does not complete an agency transfer. Add signature pages for every additional owner whose signature is required.

Seller printed name

Signature: _____ Date: _____

Additional seller(s) printed name

Signature: _____ Date: _____

Buyer printed name

Signature: _____ Date: _____

Additional buyer(s) printed name

Signature: _____ Date: _____

Agency checklist and sources

New Mexico NMSA 55-2-201, amended by 2023 Chapter 142, Section 7: a goods-sale contract priced at \$500 or more generally needs a signed record indicating the sale. Enforcement under the general rule is limited to the stated quantity. Merchant confirmations and the statutory exceptions can change the result; this is not a rule that every sale must use a particular bill-of-sale form.

The reviewed section addresses a signed record and enforceability. It does not establish a universal notarization or witness requirement for a private goods-sale record. Specialized transactions and other applicable laws may impose additional requirements.

Identify the goods and quantity precisely: the general signed-record rule does not permit enforcement beyond the quantity shown.

A merchant confirmation, specially manufactured goods, an admission in court, or accepted payment or goods can affect the statutory analysis. A missing signature does not by itself settle every dispute.

FTC guidance distinguishes merchant implied warranties from a private seller's transaction. A written warranty or service contract can restrict an attempted implied-warranty disclaimer.

Describe known defects and actual express promises. This template contains no blanket waiver of every warranty or remedy.

Source checked 2026-10-01: <https://www.nmlegis.gov/Sessions/23%20Regular/final/HB0090.pdf>

Source checked 2026-10-01: <https://www.ftc.gov/business-guidance/resources/businesspersons-guide-federal-warranty-law>

Source checked 2026-10-01: <https://www.nmlegis.gov/Legislation/Legislation?Chamber=H&LegNo=90&LegType=B&year=23>