

South Dakota 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

South Dakota's reviewed sale-of-goods provision generally requires a signed record for enforcement at \$500 or more, with statutory exceptions. The quantity shown limits enforcement under that provision.

A signed sale record and a notarized certificate are different things. The reviewed commercial-law source does not establish a universal notary or witness requirement for every private goods sale.

Specify the exact goods and quantity rather than relying on an ambiguous item description.

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://sdlegislature.gov/Statutes/57A-2-201>

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