



BILL OF SALE
(With OR Without Warranty)
(C.A.R. Form BOS, Revised 12/23)

THIS BILL OF SALE is given in connection with that certain ☐ Commercial Purchase Agreement and Joint Escrow Instructions, ☐ Business Purchase Agreement and Joint Escrow Instructions, ☐ Residential Income Property Purchase Agreement and Joint Escrow Instructions, ☐ Other _____

_____ dated _____ ("Agreement"),
in which _____ is referred to as ("Buyer")
and _____ is referred to as ("Seller"),
regarding the purchase and sale of that certain real property situated in _____, Santa Clara,
County of California described as follows: 18754 White Moon Drive, Morgan Hill, CA 95037 ("Property"),
or, if applicable, the sale of that certain business operation described in the Agreement.

1. **TRANSFER:** For valuable consideration, receipt and sufficiency of which is hereby acknowledged, or for ☐ \$ _____, Seller does hereby sell, convey and transfer to Buyer, all of Seller's right, title and interest in and to all personal property, which Seller uses in connection with the Property or the Business sold ("Personal Property").
2. **INVENTORY OF PERSONAL PROPERTY:** Personal Property includes, but is not limited to, the following:

3. **LOCATION OF PERSONAL PROPERTY:** Unless otherwise specified below, all the following items of Personal Property are located at:

4. **LIMITED WARRANTY:**

A. OWNERSHIP (TITLE) REPRESENTATIONS:

- (1) Unless excluded below or in the Agreement, Seller makes the following representations and warranties as of the "Effective Date" hereof:

- (A) Seller has not previously sold, assigned or transferred to any person or entity any right, title or interest, in whole or in part, in and to the Personal Property.
- (B) Seller has not previously pledged or encumbered, and will not attempt to pledge or encumber, any right, title or interest, in whole or in part, in and to the Personal Property.
- (C) Seller owns good and marketable title of all of the right, title and interest in and to the Personal Property, free and clear of any and all security interests, liens, encumbrances, pledges, charges, commitments, obligations, liabilities, leases and any other burdens of any nature whatsoever.
- (D) Exceptions to Seller representations: _____

OR (2) ☐ Seller makes no representations as to (A)-(D) above.

B. OPERATIONAL REPRESENTATIONS:

- (1) Except for the express warranties set forth in **paragraph 4B(2)** below, Seller is transferring the personal property "as is" and "with all faults" and without any express or implied warranty of merchantability or warranty of fitness for any particular purpose, all such representations and warranties being hereby expressly disclaimed. All risk as to the quality and performance of the goods is on the buyer, and the buyer hereby assumes the entire cost of any and all necessary servicing or repair.

OR (2) ☐ Seller makes the following warranties:

C. DISCLOSURES: With respect to the Personal Property, Seller discloses the following:

D. SURVIVAL: The above representations and warranties, if any, shall survive for a period of:
☐ Six (6) months, or ☐ Twelve (12) months, or ☐ Other _____, after the Effective Date hereof.

5. EFFECTIVE DATE:
The Effective Date of this Bill of Sale shall be the date the grant deed transferring the Property to the Buyer is recorded in Official Records of the County in which the Property is located, or if there is no grant deed, then the date on which the Seller received the sales proceeds.

6. NOTARY:
☐ Seller's signature has been acknowledged by a notary. The notary must attach the Notary Acknowledgement in the form required under California Civil Code § 1189.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a copy of this Bill of Sale.

Seller: _____	Date _____
Seller: _____	Date _____
Buyer: _____	Date _____
Buyer: _____	Date _____

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REAL ESTATE BUSINESS SERVICES, LLC.
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