

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 the Buyer, free and clear of all claims, liens, and encumbrances, any and all rights and interests in the following personal property (provide a detailed description of the personal property) _____

_____ (the "Personal Property").
The Seller agrees to execute any additional documents required to facilitate the transfer of the Personal Property, upon the Buyer's request and at the Seller's expense. This Agreement ☐ is ☐ is not contingent upon the Seller and Buyer successfully closing on an Offer to Purchase and Contract for the Real Property dated: _____.

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

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

This Agreement constitutes the complete and final agreement between the Parties. All prior discussions and agreements are incorporated into this document. Any modifications to this Agreement must be made in writing and signed by both Parties. This Agreement is governed by the laws of the state of North Carolina.

WARNING: This document does not specify how the Buyer and Seller should allocate taxes, fees, or other costs related to the Personal Property. The Buyer is strongly advised to research any potential taxes, fees, and costs associated with the Personal Property before signing this document.

MY STATE MLS MAKES NO GUARANTEE REGARDING THE LEGAL VALIDITY OR SUITABILITY OF THIS FORM. CONSULT A NORTH CAROLINA ATTORNEY BEFORE SIGNING IT.

Buyer: _____ Date _____ Seller: _____ Date _____

Buyer: _____ Date _____ Seller: _____ Date _____

Entity Buyer: _____ Entity Seller: _____

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

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

This form jointly approved by:
My State MLS Real Property Section
My State MLS of REAL ESTATE®, Inc.

STANDARD FORM 320-T
Adopted 7/2023
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