

FORM OF BILL OF SALE AND GENERAL ASSIGNMENT

THIS BILL OF SALE AND GENERAL ASSIGNMENT is made as of the ___ day of _____, 20___, by _____, a _____ (“**Seller**”) to _____, a _____ (“**Buyer**”).

RECITALS

Concurrently with the execution and delivery hereof, Seller is conveying to Buyer by deed certain real property located in _____,¹ _____,² known as _____³ as more particularly described in Exhibit A attached hereto, together with all improvements thereon (the “**Real Property**”).

It is the desire of Seller to convey, transfer, set over and assign to Buyer all of Seller’s right, title and interest in and to all personal property,⁴ whether tangible or intangible, which is necessary [or incidental]⁵ to the proper ownership, use, enjoyment, occupancy and operation of the Real Property (collectively, the “**Personal Property**”), including, without limitation, the following:

- (i) All fixtures, fittings, appliances, apparatus, equipment, machinery, building supplies, inventory and other items of personal property, of every kind and character, if any, presently affixed or attached to, or placed or situated upon the Real Property and owned by Seller as of the date hereof;
- (ii) All assignable builders’, manufacturers’, and suppliers’ warranties and guaranties, express or implied, if any, which relate to the Real Property or the Personal Property described in (i) above and inure to the benefit of Seller and which are in effect as of the date hereof;
- (iii) All assignable use, occupancy, zoning, building and operating licenses and permits, if any, and all other licenses and approvals issued from time to time which are in effect as of the date hereof relating to the Real Property; [But] and
- (iv) [Excluding] All of the items, assets and properties listed on Exhibit B.⁶

¹ City

² State

³ Property address or property name

⁴ Definition of “Personal Property” should track the descriptions used in the purchase and sale agreement

⁵ Buyer favorable language

⁶ Use this exhibit to call attention to specific items

CONVEYANCE AND AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to that certain Purchase and Sale Agreement between Seller and Buyer, Seller and Buyer agree as follows:

1. Seller hereby sells, delivers, transfers, sets over and assigns unto Buyer the Personal Property, to have and to hold the same unto Buyer, Buyer's successors and assigns, forever.
2. Seller hereby agrees to perform, execute and/or deliver any and all such further acts and assurances as Buyer may reasonably require to perfect Buyer's interest in the Personal Property.⁷
3. Seller represents and warrants to Buyer that (a) Seller is the sole owner of and has good and marketable title to the Personal Property, free and clear of all liens, encumbrances, claims and demands, (b) Seller has not previously sold or assigned the Personal Property to any other party, and (c) Seller will freely and fully warrant and defend the Personal Property against the lawful claims of any person claiming by, through or under the Seller.⁸
4. Seller makes no warranty, express or implied, as to the Personal Property, included, but not limited to the condition of the Personal Property, its merchantability or its fitness for any particular purpose. By Buyer's acceptance of this Bill of Sale, Buyer acknowledges that Buyer has fully inspected the Personal Property, and Buyer accepts the Personal Property in its present used and "as is" condition.⁹

EXECUTED under seal as of the date first above written.

Seller:

By: _____
Name:
Title:

⁷ Buyer favorable language

⁸ Buyer favorable language

⁹ Seller favorable language

Exhibit A
Real Property Description

See attached legal description

Exhibit B

Specific Items of Personal Property

1. Right to use the name _____
2. Rights to telephone numbers: _____
3. Seasonal decorations
4. [*Other items to be specifically addressed*]