

SOUTH DAKOTA FIREARM
BILL OF SALE

DATE: _____

THIS BILL OF SALE is made on the date above by and between the following parties:

1. SELLER'S INFORMATION

Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

2. BUYER'S INFORMATION

Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

3. DESCRIPTION

_____ (Seller's name) hereby agrees to sell, and

_____ (Buyer's name) hereby agrees to purchase,

the following firearm:

Make: _____ Type/Model: _____

Caliber: _____ Serial Number: _____

Other Information: _____

4. PURCHASE DATE, PURCHASE PRICE AND METHOD

The firearm identified in Paragraph 3 above shall be sold on the following date:

_____, 20__ (the “purchase date”).

The total purchase price of the firearm shall be: \$ _____ U.S. Dollars, to be paid:

All at once on the above purchase date, when the purchase price shall be delivered to the Seller by Buyer, and the Seller will deliver the firearm to the Buyer.

With a deposit made in the amount of \$ _____ on _____, 20__ (date), and the balance to be paid in full on _____, 20__ (date).

As a gift with no consideration paid.

Trade-in by Buyer (and, if applicable: with a contemporaneous payment of \$ _____ U.S. Dollars).

Buyer’s firearm:

Make: _____ Type/Model: _____

Caliber: _____ Serial Number: _____

Other Information: _____

The purchase price shall be paid by (select one):

Cash Check (check #: _____) Cashier’s check Money Order

5. BUYER AND SELLER DISCLOSURES:

THE SELLER AGREES THAT THE STATEMENTS LISTED BELOW ARE TRUE AND DECLARES THAT HE/SHE:

- Has confirmed that all the information that has been provided concerning the firearm is accurate, including a readable serial number;
- Is the legal owner of the firearm listed above and has the right to sell or trade the firearm;
- Is unaware of any deficiencies contained within the firearm;

- Believes that the firearm is capable of being utilized for its intended function;
- Has never used the firearm in an illegal fashion; and
- Relinquishes all liability for the firearm once the transaction has been completed.

Seller's Signature: _____

THE BUYER AGREES THAT THE STATEMENTS LISTED BELOW ARE TRUE AND
DECLARES THAT HE/SHE:

- Is of legal age to purchase and own a firearm;
- Can obtain, own, ship, and transfer a firearm in accordance with the law;
- Has not been charged and convicted of a crime resulting in a sentence of more than one (1) year in prison;
- Is not an individual who is currently indicted of a serious crime that is punishable by a term in excess of one (1) year in federal or state prison;
- Is not involved in any legal issues regarding a court mandated restraining order for stalking, harassment, or domestic/sexual abuse;
- Has not been charged and convicted of a misdemeanor crime involving domestic violence;
- Is not a fugitive from the law;
- Is not addicted to, nor partake in, any illegal narcotics;
- Has not been formally pronounced mentally unsound and/or committed to a mental facility;
- Is not an illegal or unlawful immigrant who is residing within the United States or a foreign visitor containing a nonimmigrant visa;
- Is a United States citizen and have never relinquished their citizenship;
- Has not been dishonorably discharged from any of the U.S. military branches; and
- Assumes all liability for the firearm once the transaction has been completed.

Buyer's Signature: _____

6. MISCELLANEOUS PROVISIONS

The Seller confirms that he/she is the owner of the firearm described in Paragraph 3 with the right to sell it to the Buyer for the purchase price and method listed in Paragraph 4, and certifies that the information provided in this Bill of Sale is true, accurate, and complete to the best of his/her knowledge.

The Buyer and the Seller agree that the property described in Paragraph 3 above shall be sold by the Seller, and purchased by the Buyer, on an “as is” basis and in an “as is” condition, with no express or implied guarantees or warranties regarding the above-described property. The Buyer accepts all liability for the firearm as of the sale date.

This Bill of Sale constitutes the only agreement between the Buyer and the Seller, and all other agreements, whether express or implied, shall have no force and effect except as stated in this agreement.

7. SIGNATURES

Seller’s Signature: _____ Date: _____, 20__

Printed Name: _____

Buyer’s Signature: _____ Date: _____, 20__

Printed Name: _____

Witness Signature: _____ Date: _____, 20__

Printed Name: _____

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