



Loftin Equipment Company

BILL OF SALE

BE IT KNOWN, that for payment in the total lump sum of [written dollar amount] and No/100 U.S. Dollars (\$ [] .00), the full receipt of which is acknowledged, the undersigned Loftin Equipment Company (Seller) hereby sells and transfers to [insert full legal name of purchaser] (Buyer), the following described piece(s) of equipment (individually and collectively "Equipment"):

Make:

Model:

Year:

Serial #/VIN #:

List of Additional Parts, Pieces, and Accessories included:

- [insert list of any accompanying parts/pieces]

The sale of this Equipment is subject to the following terms and conditions:

Seller shall deliver and Buyer shall pick-up Equipment at Seller's yard, located at [insert address of pick-up location], F.O.B. Origin, Freight Collect.

Seller warrants to Buyer that Seller has full authority to sell and transfer said Equipment, and that said Equipment is sold free of all liens, security agreements, encumbrances, claims, demands, and charges of every nature and description whatsoever. **With the sole exception of the foregoing, the Equipment is being sold without any representations or warranties whatsoever, express or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose, all of which are expressly disclaimed.**

Buyer acknowledges that the Equipment is used and being sold in its present condition "as is" and "with all faults." Buyer further acknowledges that the Equipment is being sold "where is" (currently located at [insert pick-up address listed above] (Seller's yard)).

By executing this Bill of Sale, Buyer represents and acknowledges that Buyer personally inspected the Equipment, or waives the opportunity to do so, and accepts the Equipment “as is” and “with all faults.”

Buyer waives and releases Seller from any and all claims for loss or injury resulting from defects or alleged defects in the Equipment or from the use of the Equipment.

Buyer agrees to defend, indemnify, and hold harmless Seller and its directors, officers, employees, and other agents and representatives from and against any and all liabilities, judgments, claims, settlements, losses, damages, penalties, obligations, and expenses, including attorney's fees and expenses, arising from, by reason of, or in connection with the Equipment sold hereunder. This defense and indemnification obligation shall commence upon delivery of the Equipment to Buyer and survive any subsequent sale or other transfer of the Equipment by Buyer to a third party.

This Bill of Sale will be governed by and construed in accordance with the laws of the State of Arizona. Any legal suit, action or proceeding arising out of or relating to this Bill of Sale and the obligations imposed hereunder shall be instituted in the applicable state or federal courts of Maricopa County, Arizona, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Buyer and Seller hereby waive the right to a jury trial.

Date: _____

Loftin Equipment Company (Seller)

Buyer

Russell Martin

Print Name: _____

[This document must be signed by a duly authorized representative of both parties.]