

Document 5¹**Bill of Sale²**

State of New Jersey, Bergen County

1. Purchase Agreement.³ This Bill of Sale (“**Bill of Sale**”) refers to the Boat Purchase Agreement, dated October 1, 20XX (the “**Purchase Agreement**”), between Richard Hunter (the “**Seller**”) and Dana Jackson (the “**Buyer**”). The Seller’s current address is 1231 Forest Ave., Paramus, NJ 07652. The Buyer’s current address is 721 Hickory Ave., Tenafly, NJ 07670. Capitalized terms used without definition in this Bill of Sale have the meanings assigned to them in the Purchase Agreement.

2. Sale and Transfer of the Boat.⁴ The purchase price for this sale is stated in the Purchase Agreement, and the Buyer is paying it contemporaneously with the execution and delivery of this Bill of Sale. By executing and delivering this Bill of Sale, the Seller sells to the Buyer all of the Seller’s rights to the Boat and the Related Assets and transfers to the Buyer title to the Boat and the Related Assets.

3. Further Assurances.⁵ Following the Closing, the Seller shall execute and deliver to the Buyer any further instruments of transfer and take all reasonable action as may be appropriate

- (a) to vest in the Buyer good title to the Boat and the Related Assets; and
- (b) to transfer to the Buyer all licenses and permits necessary to operate the Boat.

4. Power of Attorney.⁶

- (a) **Appointment.** Without limiting Paragraph 3 of this Bill of Sale, the Seller appoints Joseph Solomon, 80 Park Plaza, Newark, NJ 07101 as the Seller’s attorney in fact (Joseph Solomon and his successors and assigns, the “**Seller’s Attorney**”) for the following purposes:
 - (i) To exercise any right or perform any obligation that the Seller now has or may acquire relating to the Bill of

1. This Bill of Sale has been drafted as an exemplar. Consult local laws, including those of New Jersey, before drafting a bill of sale for a transaction.

2. What is the business purpose of this document?

3. What are Paragraph 1’s functions?

4. Paragraph 2
(a) What is the legal purpose of the first sentence?
(b) What is the purpose of the second sentence?
(c) What language achieved the purpose?

5. Paragraph 3
(a) What is the business purpose of this provision?
(b) In this transaction, in what document would you expect to see similar language?
(c) What drafting considerations should you have when writing this provision?

6. Paragraph 4
(a) What is the business purpose of this provision?
(b) What is wrong with the language constituting the definition for the defined term *Seller’s Attorney*?

Sale and the transaction that the Purchase Agreement contemplates.

- (ii) To demand, receive, recover, and collect
 - (A) any money related to the transaction that the Purchase Agreement contemplates; or
 - (B) the Boat and the Related Assets.
- (iii) To give receipts and releases for the Boat and the Related Assets.
- (iv) To institute and prosecute, in the name of the Seller, any legal and equitable remedies and any other means that the Seller's Attorney may deem proper to collect or reduce to possession the Boat and any Related Asset.
- (v) To do all things legally permissible, required, or that the Buyer reasonably requests to ensure that the Buyer acquires the Seller's rights to the Boat and the Related Assets.
- (vi) To use the Seller's name in any manner the Seller's Attorney may reasonably deem necessary to complete the transactions contemplated by either or both of this Bill of Sale and the Purchase Agreement.

- (b) **Scope of Power of Attorney.** This Paragraph 4 is to be construed as a power of attorney only for the transactions that are contemplated by either or both of this Bill of Sale and the Purchase Agreement. The enumeration of specific items, acts, rights, or powers does not limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers granted to the Seller's Attorney.

7. Paragraph 5
 (a) What is the business purpose of this provision?
 (b) If the closing of the boat sale is October 15, 20XX, on what date does the power of attorney end?

5. **Term of the Power of Attorney.**⁷ The Seller's Attorney may begin exercising the rights, powers, and authority granted in Paragraph 4 when this Bill of Sale is executed and delivered. The power of attorney ends on the 30th day after the Closing.

6. Governing Law. The internal laws of New Jersey govern all matters arising under or relating to this Bill of Sale, including torts.

The Seller has executed and delivered this Bill of Sale on October 15, 20XX.⁸

Seller⁹

Richard Hunter

8. What would be the consequence of rewriting the concluding paragraph as follows?

"The Seller has executed this Bill of Sale on October 15, 20XX."

9. Why doesn't the Buyer sign this document?