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# New York Vehicle Bill of Sale (DTF-802)

Vehicle bill of sale for private party sales in New York, modeled after NY DMV requirements.

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## NEW YORK VEHICLE BILL OF SALE

This Bill of Sale serves as a legal record of the private sale of a motor vehicle in the State of New York. This document is intended to accompany the NY DMV Statement of Transaction (DTF-802) and other required forms.

### 1. Vehicle Description

The following vehicle is the subject of this Bill of Sale:

Year: 2019

Make: Ford

Model: F-150

Color: Blue

Vehicle Identification Number (VIN): 1FTEW1EG5KFA12345

License Plate Number: ABC-1234

Odometer Reading: 38,500 miles

### 2. Parties to the Transaction

#### SELLER:

Name: Jane M. Doe

Address: 123 Broadway, New York, NY 10001

Driver's License Number: 123-456-789

#### BUYER:

Name: John A. Smith

Address: 456 5th Avenue, Brooklyn, NY 11201

Driver's License Number: 987-654-321

### 3. Terms of Sale

Date of Sale: [Date of Sale]

County: New York County, New York

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Sale Price: \$22,000

Payment Method: Cashier's Check

The Seller hereby sells, assigns, transfers, and conveys to the Buyer the above-described vehicle for the stated sale price. The Seller hereby certifies that they are the lawful owner of the vehicle, that the title is free and clear of all liens and encumbrances, and that they have the legal right and authority to sell this vehicle.

#### **4. Odometer Disclosure Statement**

In compliance with federal law (49 U.S.C. 32705) and New York Vehicle and Traffic Law, the Seller hereby certifies that the odometer of the vehicle described above reads:

Odometer Reading: 38,500 miles

The Seller certifies that to the best of their knowledge:

- The odometer reading reflects the ACTUAL mileage of the vehicle.
- The odometer reading reflects the mileage in EXCESS of the odometer's mechanical limits.
- The odometer reading is NOT the actual mileage — WARNING: ODOMETER DISCREPANCY.

Federal law requires disclosure of the mileage to the transferee (Buyer) upon transfer of ownership. Providing a false odometer statement is a federal crime with penalties of up to \$100,000 in fines and/or imprisonment.

#### **5. Condition of Vehicle**

The vehicle is sold "AS IS" without any warranty, either express or implied, by the Seller, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

The Buyer acknowledges that they have had the opportunity to inspect the vehicle or to have the vehicle inspected by a mechanic of their choosing prior to purchase. The Buyer accepts the vehicle in its present condition and assumes all risk for any defects or mechanical problems.

New York Lemon Law Notice: New York's Used Car Lemon Law (General Business Law Section 198-b) may apply to this transaction if the vehicle was purchased from a dealer. Private party sales are generally NOT covered by the Lemon Law.

#### **6. New York State Transfer Requirements**

The Buyer must complete the following within 10 days of the date of sale:

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- (a) Visit a NY DMV office with the properly assigned title (MV-999 or out-of-state title);
  - (b) Complete and submit form MV-82 (Vehicle Registration/Title Application);
  - (c) Complete and submit form DTF-802 (Statement of Transaction — Sales Tax Form);
  - (d) Pay applicable New York State and local sales tax on the purchase price (currently 4% state tax plus local tax, which varies by county);
  - (e) Pay title transfer and registration fees;
  - (f) Obtain a valid New York State vehicle inspection within 10 days of registration;
  - (g) Provide proof of New York automobile insurance meeting minimum requirements.

The Seller must:

- (a) Properly complete and sign the title assignment (including odometer disclosure on the back of the title);
- (b) Remove their license plates from the vehicle before transfer (plates belong to the owner in New York);
- (c) Surrender plates to DMV or transfer them to another registered vehicle;
- (d) Notify their insurance company of the sale.

Note: In New York State, the license plates belong to the registrant, NOT the vehicle. The Seller must remove plates before delivery.

## **7. Sales Tax Statement**

New York State imposes a sales tax on the purchase of motor vehicles. The Buyer is responsible for paying the applicable state and local sales tax at the time of registration. The sales tax is calculated on the higher of (a) the actual purchase price or (b) the fair market value of the vehicle as determined by the DMV.

If the purchase price is significantly below the fair market value, the DMV may require additional documentation to support the stated price, or may assess sales tax based on the fair market value.

The Buyer acknowledges their obligation to pay all applicable sales taxes and understands that failure to pay the correct amount of sales tax may result in penalties and interest.

County of Sale: New York County

Purchase Price Reported: \$22,000

## **8. Acknowledgment and Agreement**

Both parties acknowledge that they have read and understand all terms of this Bill of Sale. Both parties agree that this document accurately represents the terms and conditions of the vehicle sale between them.

The Seller certifies that all information provided herein is true, accurate, and complete to the best of the Seller's knowledge. The Buyer acknowledges receipt of the vehicle in exchange for the stated purchase price.

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This Bill of Sale constitutes the entire agreement between the parties with respect to this transaction and supersedes all prior negotiations, representations, or agreements.

Both parties should retain a copy of this signed Bill of Sale for their personal records and for submission to the NY DMV.

**SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

**Seller**

**Buyer**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_