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If you're buying or selling a car, you might be wondering whether or not you need to have the title notarized. The answer to that question depends on which state you live in. In fact, not all states require a title to be notarized, but it is important to know which ones do to avoid any legal complications. In this article, we will take a closer look at which states require a notarized title and what that means for buyers and sellers. By the end, you'll have a better understanding of the requirements in your state and can proceed with confidence in your car purchase or sale.

What States Require a Title to Be Notarized? If you're planning on buying or selling a vehicle, one of the most important documents you'll need is the title. This document serves as proof of ownership and is required to transfer ownership from one person to another. But in some states, simply signing the title isn't enough. You may also need to have it notarized. Here's a breakdown of which states require a title to be notarized.

States That Require Notarized Titles In some states, notarizing the title is mandatory. This means that you'll need to have the title signed in the presence of a notary public who will then stamp and sign the document to verify that the signature is authentic. These states include:

1. Louisiana Louisiana is one of the states that requires a notarized title. This means that both the buyer and the seller will need to sign the title in the presence of a notary public.
2. Maryland Maryland is another state that requires a notarized title. In addition to the signatures of the buyer and seller, the notary public must also verify the odometer reading and complete a bill of sale.
3. Nebraska In Nebraska, the title must be notarized if it's being transferred from one person to another. This includes both private sales and sales to a dealership.
4. New Hampshire New Hampshire requires a notarized title for all vehicles that are less than 15 years old. This includes both private sales and sales to a dealership.
5. West Virginia West Virginia is another state that requires a notarized title. In addition to the signatures of the buyer and seller, the notary public must also verify the odometer reading and complete a bill of sale.

States That Don't Require Notarized Titles In some states, notarizing the title is optional. This means that while you may choose to have the title notarized, it's not required by law. These states include:

1. Alabama In Alabama, notarizing the title is not required. However, the state does require that the title be signed in the presence of a notary public or other authorized official.
2. Arizona Arizona is another state that doesn't require a notarized title. However, the state does require that the title be signed in the presence of a notary public or other authorized official.
3. California In California, notarizing the title is not required. However, the state does require that the title be signed in the presence of a licensed dealer or a notary public.
4. Florida Florida is another state that doesn't require a notarized title. However, the state does require that the title be signed in the presence of a notary public or other authorized official.
5. Texas Texas is another state that doesn't require a notarized title. However, the state does require that the title be signed in the presence of a notary public or other authorized official.

The Benefits of a Notarized Title While notarizing the title may seem like an unnecessary hassle, there are several benefits to doing so. Notarizing the title can help prevent fraud and ensure that the transaction is legitimate. It also provides an extra layer of protection for both the buyer and the seller by verifying the authenticity of the signatures.

The Verdict: To Notarize or Not to Notarize? Whether or not you need to notarize the title when buying or selling a vehicle depends on where you live. While some states require a notarized title, others leave it up to the discretion of the buyer and seller. Ultimately, it's up to you to decide whether or not to notarize the title. But if you want to ensure a smooth and legitimate transaction, it's always a good idea to consider having the title notarized.

Frequently Asked Questions When it comes to buying or selling a vehicle, it's important to understand the different legal requirements in each state. One common question is whether a title needs to be notarized. Here are some frequently asked questions and answers on this topic.

1. Do all states require a title to be notarized? No, not all states require a title to be notarized. The requirements for vehicle titles vary by state. Some states require a notary to witness the signing of the title, while others do not. It's important to check with your state's Department of Motor Vehicles (DMV) or a qualified attorney to understand the specific title requirements in your state.
2. Which states require a title to be notarized? There are several states that require a title to be notarized. These states include: Arizona, California, Florida, Georgia, Idaho, Louisiana, Missouri, Montana, Nevada, New Mexico, Ohio, Oklahoma, Oregon, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin. Again, it's important to check with your state's DMV or a qualified attorney to understand the specific title requirements in your state.
3. What is the purpose of notarizing a title? The purpose of notarizing a title is to provide legal authentication of the transaction. A notary public is an impartial witness who verifies the identity of the person signing the title and ensures that they are doing so voluntarily and with full understanding of the consequences. Notarizing a title can help prevent fraud and disputes over ownership. When a title is notarized, it becomes a legally binding document. This means that if there are any disputes over ownership or other issues related to the vehicle, the notarized title can be used as evidence in court.
4. Can a title be notarized after it has been signed? In most cases, a title cannot be notarized after it has been signed. The notary must witness the signing of the title in order to notarize it. If the title has already been signed, it may be necessary to obtain a new title or have the person who signed the title sign it again in the presence of a notary. It's important to follow the proper procedures for notarizing a title to ensure that it is legally binding and can be used as evidence in court if necessary.
5. How much does it cost to notarize a title? The cost of notarizing a title can vary depending on the state and the notary public. In some states, the fee for notarizing a title is set by law and cannot be more than a certain amount. In other states, the fee may be negotiated between the notary and the person requesting the notarization. It's important to check with your state's DMV or a qualified attorney to understand the specific requirements and fees for notarizing a title in your state. What is a notarized DMV title form? In conclusion, it's important to understand that not all states require a title to be notarized. However, it's always a good idea to check with your state's Department of Motor Vehicles to confirm the requirements for your particular situation. If you do live in a state that requires notarization, it's important to make sure that you have all the necessary documents and signatures in order to avoid any delays or complications in the process. This may include getting your vehicle inspected, providing proof of insurance, and obtaining a lien release if applicable. Ultimately, whether you need to have your title notarized or not, it's important to stay informed and up-to-date on your state's regulations in order to ensure a smooth and hassle-free transfer of ownership for your vehicle.

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A bill of sale certifies a particular transaction when personal property is being bought or sold. However, questions often arise about the requirement of notarization for the document to be legally binding. While the transfer of property through a bill of sale is almost always registered with a notary public, there are various aspects of the transaction that might also need to be notarized under the specific state laws.

When and when not a bill of sale needs notarization can become a major issue that arises between buyers and sellers. In this article, we explain the different situations where notarization is necessary and give you instructions to complete your transaction properly.

A bill of sale is a legal document that records the transfer of ownership of personal property from one party to another. It is widely and frequently used to prove that the transaction(s) involving the vehicles, boats, livestock, or equipment indeed took place and to specify the transaction's essential details. The paper usually includes the names and addresses of the buyer and the seller, a description of the item sold, the selling price, and the transaction date. Moreover, certain bills of sale also indicate warranties, sales terms, and the status of the product sold. It assists the parties in representing each other by advocating clarity and thus, helps the parties in becoming aware of their rights and obligations.

By undergoing notarization, a bill of sale adds one more layer of security for personal property transactions apart from the usual safeguards. Notarization also confirms that the document is duly authenticated which guarantees various benefits. A notarized bill of sale becomes a further layer of legal protection. The notary public verifies the identities of the buyer and seller, hence making sure that both parties are real. This verification of their identity can reveal the issue of the transaction's legality and prevent disputes within the parties. Notarization is, in some states, a must for the sale of high-value products such as land and vehicles to make the contract legally binding. The demand does not only ensure legal procedure but also that the contract is in compliance with the laws of the state.

Notarization is a way to keep fraudulent acts away. The notary public is the one who acts as a disinterested witness to the signatures, and this is how he makes sure that they are all genuine. By taking this step the making of a counterfeit copy and representation is abolished. The notarized document is accepted as a good substitute, and it may be enough to resolve the dispute in the future that the transaction was made with the consent of all parties. When introducing the notary, the whole transaction process becomes more secure and less complicated with the low risk of any legal problems arising later.

Whether a bill of sale should be notarized is up to the provisions of the state where the transaction is being conducted. Knowledge of the requirements makes the conduct of the transaction in accordance with the state and ensures the legality of the transaction. Notarization is necessary in several states for specific kinds of transactions. For example, in Louisiana, Nebraska, Maryland, New Hampshire, and West Virginia, notarization is mandatory for vehicles or expensive items. These states have strict notarization rules to deter the occurrence of fraud and to ascertain that the documents are real and not copied ones.

In several states, the law does not oblige notarization of bills of sale. States like California, Texas, Florida, Ohio, and New York permit notarization-free transactions. A signed and the completed bill of sale will satisfy most of the legal requirements when transacted in these states.

Notarizing a bill of sale guarantees the genuineness of the transaction and the compliance with the laws of that particular state.

Write a bill of sale that will contain all information that you need. The names and addresses of the two parties, the item's clear description, the actual charges paid for the item, and the transaction date are the essential details to enumerate in the bill of sale. There should be no misunderstanding and you are sure that the contract is in good faith by enforcing the terms and conditions of sale and warranties, if any, for clarity.

You need to find a notary public who is licensed. Notary firms, public areas, and notary directories are the places you can locate a notary. Assure the notary's legal authority as well as the time slot they have opened. Both parties involved in the transaction should be in the presence of the notary at the time of the signing. Show proof of identity and sign the paper in the presence of the notary. The notary public will then check the identities and signatures, put a seal on the document, and keep an official record of the transaction.

Source: Meaning of Notarized Document by Blue Notary

Notarization. It is important to acknowledge the existence of good substitutes to notarizing a bill of sale. Such alternatives promise the same legal protection yet with the extra advantage of less troublesome procedures in certain situations.

Looking for witnesses to sign a bill of sale can be the first step in the validation of the deal. The signatories of the witnesses provide the contract with additional credibility by acting as the third party that will confirm the transaction. The witnesses need to be neutral and not relatives of any of the parties to the transaction in order to avoid any conflict of interest. At least one witness's signature guarantees the writing down of the transaction's legitimacy. For example, to witness the finalization of a car sale between a buyer and a seller, a friend or neighbour is to be trusted.

One of the reliable ways of the validation of a deal is e-signatures. E-signs are actually an efficient mode of signing which are widely recognized and upheld by the Electronic Signatures in Global and National Commerce Act under the U.S. Department of Trade. While this method guarantees the identities of the transacting parties, the latter are also represented in the document in a digital form, which removes the need for personal attendance, especially in the occupational sense when using the trusted party's facility.

Be it the services of a notary, two witness signatures, or e-signatures, it is vital to document the transaction in detail. This can guarantee the fairness of the process and protect the rights and commitments of all the parties. The process, as a result, will be more efficient and reliable.

Connect Your Business, Title Company, or Law Firm to Satisfy your Customers and Decrease Turnaround

Get a document Notarized/Sign-upjoin the Free Notary Training Facebook Group

Transfer of ownership of personal property is a bill of sale, a legal document which is written for this purpose. The document usually has the names and addresses of both the buyer and seller, a description of the item, sale price, and transaction date. A notary's certification is obligatory for the bill of sale to be actually legally binding. Nevertheless, the matter is subjective to the type of the property and the state law. Some items in some states need high value items to be notarized for them to be legally compliant and any subsequent fraud to be avoided.

For example, in Louisiana, and in Maryland, notarization is required for some specific transactions. In an overall view, however, without notary attestation, many of the states such as California and Texas can move the deal forward with a simple signed document.

The most common details included in a bill of sale are the names and addresses of the buyer and seller, a description of the item, the sale price, and the transaction date. On top of this, it can also include warranties, terms of the sale, and the condition of the item.

When you need a bill of sale document notarized, you are expected to draw up the document containing all the necessary information; thereafter, you will have to locate a licensed notary public. Both parties are supposed to go to the notary and provide valid identification and also the sign document in their presence.

Using electronic signatures and getting a notary public to witness the signatures are a few options for notarizing a bill of sale. The witness signatures is a third party's stamp of approval while the e-signatures are not only convenient, but they are also legally binding according to U.S. E-SIGN Act. Besides, e-signing lets the customer transact from home and speed comfortable in his home, such as the Covid-19.

Yeah, the electronic signature is at par with the hand signature under the U.S. Electronic Signatures in Global and National Commerce (E-SIGN) Act. Through tools like DocuSign and Adobe Sign, companies and customers can access the e-signing process and perform transactions even from a distance.

We suggest notarizing regardless of the lack of legal obligation to do so, as notarization can serve as extra protection and can prevent identity theft by confirming the parties' identities.

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Bill of sale

blue

notary

signature

notary public

Online Notarization

Online Notary

remote online notarization

remote online notary

rron In general, Virginia does not require a bill of sale. However, it is beneficial for all involved parties to have a bill of sale to provide legal ownership for the buyer and to protect a seller against liability claims after the sale. If you want to record the agreement between the buyer and seller legally, you can create a bill of sale that states: Seller and buyer's name and address.

Details of the item(s) sold.

Condition and warranty of the item.

Price of the item.

Date sold. If the car is newer than five years old, you do not need a bill of sale, but you will want an Affidavit for Procurement of Title for tax reasons. If the vehicle is older than five years, a title certificate with the sale price included is equivalent to a bill of sale, or you can create a bill of sale with the following information: Signature of both the seller and buyer

Full vehicle description

Vehicle identification number

Date of sale

Sale price

The same rules for a car apply to all motor vehicles, including motorcycles. If the motorcycle is newer than five years old, you do not need a bill of sale, but you will want documentation for tax reasons. If the motorcycle is older than five years, a title certificate with the sale price included is equivalent to a bill of sale, or you can create a bill of sale with the following included: Signature of both the seller and buyer

Full motorcycle description

Vehicle identification number

Date of sale

Sale price

Motorboats do not need a bill of sale, but your boat will need to be titled and registered. If you're in one of the following situations, a bill of sale is required for registration. If the previous owner registered but didn't title the watercraft

The boat is changing to state registration after being documented by the Coast Guard. There may be other transactions in which you will need a bill of sale. If so, your document should include the boat's: Make

Model

Year

Type of vessel

Length

Full material

Trailers follow the same rules as motor vehicles, including the affidavit for vehicle price certification if newer than five years old. If the trailer is older than five years, you can use a title certificate with the sale price included, or you can create a bill of sale with the following included: Signature of both the seller and buyer

Full vehicle description

Vehicle identification number

Date of sale

Sale price

There are many laws regarding owning a gun in Virginia, but a bill of sale isn't legally required. However, it is recommended to legally identify the firearm, buyer, and seller. A gun bill of sale should include: Buyer personal information

Seller personal information

Price

Sale date

Serial number

Model and make

Background check

A bill of sale is not required for horses. However, it's still a good idea to write one! In your document, include information about the horse, such as its breed, color, sex, age, and name. Share — copy and redistribute the material in any medium or format for any purpose, even commercially. Adapt — remix, transform, and build upon the material for any purpose, even commercially. The licensor cannot revoke these freedoms as long as you follow the license terms. Attribution — You must give appropriate credit, provide a link to the license, and indicate if changes were made. You may do so in any reasonable manner, but not in any way that suggests the licensor endorses you or your use. ShareAlike — If you remix, transform, or build upon the material, you must distribute your contributions under the same license as the original. No additional restrictions — You may not apply legal terms or technological measures that legally restrict others from doing anything the license permits. You do not have to comply with the license for elements of the material in the public domain or where your use is permitted by an applicable exception or limitation. No warranties are given. The license may not give you all of the permissions necessary for your intended use. For example, other rights such as publicity, privacy, or moral rights may limit how you use the material. Create a Bill of Sale to transfer ownership of vehicles, boats, firearms, or other items using our online contract maker. Start today and design your own printable form with our legal templates. Fill forms in a few steps. Locations: 13554 Virginia Randolph Ave. Ste 202 Herndon, VA 20171 MAIN MAILING ADDRESS 120 Washington St. NE Leesburg, VA 20116 24696 Lynette Springs Terrace Aldie, VA 20105 © 2018 - 2025 Created by Derrick Spruill Inc. Copyright Mobile Notary by Derrick Spruill

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The Virginia Bill of Sale form is a legal document that serves as proof of the transfer of ownership of personal property from one party to another. This form details essential information about the transaction, including the buyer, seller, and a description of the item being sold. For those looking to complete a sale in Virginia, filling out this form is a crucial step in ensuring a smooth and documented transfer of ownership. To get started, please fill out the form by clicking the button below.

Get Your Form

When dealing with the Virginia Bill of Sale form, several misconceptions can lead to confusion. It's essential to clarify these misunderstandings to ensure a smooth transaction. Below are seven common misconceptions: It is not legally required. Many people believe that a Bill of Sale is optional. However, it serves as a crucial legal document that provides proof of ownership and transaction details. It can be a simple verbal agreement. Some think a verbal agreement suffices. In reality, having a written Bill of Sale protects both parties and provides clear evidence of the transaction. Only certain items require a Bill of Sale. While it's true that some transactions, like vehicle sales, often use this document, it can be beneficial for various items, including personal property and equipment. It must be notarized. Many believe that notarization is mandatory. In Virginia, notarization is not required for the Bill of Sale to be valid, though it can add an extra layer of security. It is only for sales between strangers. Some think that a Bill of Sale is unnecessary for transactions between friends or family. However, having this document can prevent misunderstandings and disputes, regardless of the relationship. It does not need to include specific details. A common misconception is that a Bill of Sale can be vague. In fact, including detailed information about the item, price, and parties involved is vital for clarity and legal protection. Once signed, it cannot be changed. Many believe that a Bill of Sale is final and unchangeable. However, if both parties agree, they can amend the document to reflect new terms or conditions. Understanding these misconceptions can help ensure that your transactions in Virginia are secure and legally sound. Always consider consulting with a legal professional if you have questions or concerns about your Bill of Sale. The Virginia Bill of Sale form is a crucial document for transferring ownership of personal property. It provides a clear record of the transaction between the seller and the buyer. In addition to the Bill of Sale, several other forms and documents are often used in conjunction with it to ensure a smooth transfer process. Here are a few important ones: Title Transfer Form: This document is essential when transferring ownership of vehicles. It officially updates the vehicle's registration and ownership with the Department of Motor Vehicles (DMV). Odometer Disclosure Statement: Required for vehicle sales, this form records the mileage on the vehicle at the time of sale. It helps prevent fraud by ensuring that buyers are aware of the vehicle's condition. Motorcycle Bill of Sale: This essential document records the sale of a motorcycle and includes vital information about the buyer, seller, and the motorcycle itself. For more details, refer to the Motorcycle Bill of Sale form. Sales Tax Form: In Virginia, a sales tax form may be necessary to report the sale and calculate any applicable taxes. This form ensures compliance with state tax laws. Affidavit of Ownership: This document can be used to affirm that the seller has the legal right to sell the property. It can be particularly useful in cases where the ownership may be in question. Using these documents alongside the Virginia Bill of Sale can help protect both the buyer and seller during the transaction. Each form plays a vital role in ensuring that the sale is legitimate and that all legal requirements are met. Filling out the Virginia Bill of Sale form can seem straightforward, but many individuals make common mistakes that can lead to complications later. One frequent error is not providing complete information about the vehicle or item being sold. It's essential to include the make, model, year, and Vehicle Identification Number (VIN) for vehicles. Omitting any of these details can create confusion or disputes about ownership down the line. Another mistake often seen is the failure to include both the buyer's and seller's signatures. This step is crucial because a Bill of Sale serves as a legal document confirming the transaction. Without the proper signatures, the document may not hold up in case of any legal issues or disputes. Both parties should ensure they sign the form in the designated areas to validate the sale. Additionally, some individuals overlook the importance of providing accurate contact information. This includes phone numbers and addresses for both the buyer and seller. Having correct information is vital for any future communication regarding the sale. If issues arise, such as questions about the item or disputes, being able to reach each other easily can prevent misunderstandings. Lastly, many people forget to retain a copy of the completed Bill of Sale for their records. Keeping a copy is important for both the buyer and the seller. This document serves as proof of the transaction and can be useful for tax purposes or if any legal questions arise later. Always make sure to have a copy saved in a safe place after the sale is finalized. Virginia Bill of Sale Template This Bill of Sale is made under the laws of the Commonwealth of Virginia, specifically following the Virginia Code Title 46.2. This document serves as a legal record of the transfer of ownership of a specific item between the Seller and the Buyer.

Seller Information: Name: _____ Address: _____ City, State, Zip: _____ Phone Number: _____

Buyer Information: Name: _____ Address: _____ City, State, Zip: _____

Item: _____ Sale Price: _____ Date of Sale: _____

Statement of Transfer: By signing below, both the Seller and the Buyer agree to the terms outlined above and attest that the information provided is accurate. The Seller affirms that the item is free of any liens or encumbrances and that they are the lawful owner of the item.

Seller Signature: _____ Date: _____ Buyer Signature: _____ Date: _____

This document should be retained by both parties for their records. Tdmv - Protects the interests of both buyer and seller. To ensure clarity and legal protection for both parties, it's advisable to utilize a reliable source for drafting your agreement, such as OnlineLawDocs.com, which provides templates that adhere to New York laws and best practices for lease agreements. Dol Bill of Sale - Having a Bill of Sale can facilitate smoother interactions with services like the DMV when transferring vehicle ownership.