

BILL OF SALE

This document constitutes the sole agreement between:

Seller: _____

Who resides at: _____

And

Buyer: _____

Who resides at: _____

Executed on this date: _____

Whereas the seller and buyer agree upon the following, and commit the same to writing. The seller hereby agrees to sell to the buyer, and the buyer hereby agrees to purchase from the seller:

Name of Horse: _____

Breed of Horse: _____

Sex of Horse: _____

Age or DOB: _____

Description: _____

Registration Number: _____

Purchase Price: _____

The seller hereby warrants that:

- The horse described above is free of any and all liens and encumbrances.
- The seller is the lawful owner of the horse, or is in possession of right of representation documentation from the lawful owner, and has the legal right to sell the horse.
- No further representations or warranties are implied or included, unless specifically written in this agreement.

The buyer hereby warrants that:

- He/She has been given the opportunity from the seller, to inspect the horse, to their satisfaction, or at their discretion, to have the horse examined at their cost by a veterinarian.
- He/She is aware of the risks and responsibilities in owning, riding, and caring for said horse. He/She has represented themselves to the seller as responsible and competent in owning, riding, and caring for same.
- He/She is aware that the said horse is sold expressly in an "AS IS, WHERE IS" condition, and hereby releases the seller from any responsibility connected to the transportation, care, injury, death or any other accident caused by or to the horse, or any other party.
- He/She agrees to pay any and all bills that are incurred after date and time of the signing of this agreement, unless specifically otherwise written in this agreement.
- He/She agrees not to hold the seller or anyone else associated with this transaction responsible in any way for the condition or performance of the said horse.

The buyer hereby further agrees that the aforementioned horse shall remain the property of the seller, until such time as the horse has been paid in full, or until such time as the seller agrees, that the buyer may take possession of the said horse, with the understanding that the amount mentioned above will be paid to the seller, in accordance with a payment schedule agreed upon between the buyer and the seller.

Should the said payment schedule not be met by the buyer, for any reason whatsoever, the ownership in the horse shall revert back to the seller with immediate effect, and the buyer agrees to allow the seller access to the horse for purposes of repossession.

The buyer further agrees that the seller would then have the right to sell the horse to a third party, and claim from the buyer any monies not recovered in the sale to a third party, which monies shall include, but not be limited to, the costs involved in feeding the horse, stabling the horse, caring for the horse, transporting the horse, and veterinary costs.

The seller is requesting the first right of refusal on the horse. Should the buyer ever decide to sell or give away the horse, for any reason whatsoever, the seller insists upon being contacted immediately. The seller agrees to pay back the original purchase price on the aforementioned horse.

Buyer's Signature: _____

Seller's Signature: _____

Agent's Signature: _____