

State of _____
County of _____

Date _____

HORSE BILL OF SALE

FOR AND IN CONSIDERATION OF the sum of \$ _____ U.S. Dollars, paid by _____, the receipt and sufficiency of which is hereby acknowledged, _____ (the "Seller"), presently of _____, _____ **DOES HEREBY SELL, ASSIGN, AND TRANSFER** to _____ (the "Buyer"), presently of _____, _____, the following horse (the "Horse"):

Registered Name: _____

Registration Number: _____

Registered With: _____

Horse's Barn Name: _____

Horse's Sex: _____

Breed: _____

Horse's Color & Markings: _____

Horse's Birthdate: _____

Horse's Sire's Registered Name: _____

Sire's Registry Number: _____

Sire Registered With: _____

Horse's Dam's Registered Name: _____

Dam's Registry Number: _____

Dam Registered With: _____

Veterinarian's Examination

The Seller and the Buyer agree to have a trusted equine veterinarian carefully examine the above Horse. The designated equine veterinarian to examine the Horse shall be Dr. _____, who practices at _____.

The veterinarian examination of the Horse shall be at the SELLER'S cost. If, after thorough examination of the Horse, the equine veterinarian discovers a previously undisclosed infirmity, illness, or ailment, the Buyer shall have the right to terminate the sale and return the Horse for a full refund.

Purchase & Payment

Purchase Price. The Seller hereby sells to the Buyer and the Buyer hereby buys from the Seller the Horse, pursuant to the terms and conditions set forth herein. The total purchase price for the Horse described above shall be \$_____ ("The Purchase Price"), payable in full at time of delivery to above.

The above described horse, registration papers, signed transfer report, and a copy of this Agreement will be given to the Buyer by the Seller, at no additional costs, upon complete and final payment of the Horse.

Warranties

The Seller covenants that he/she is the sole and lawful owner of the Horse and that he/she has authority to sell the Horse.

The Seller warrants that he/she has not created any liens, claims, security interest, conditions, mortgages or encumbrances in or against the horse.

The seller warrants the description and pedigree of the Horse stated above.

The Seller warrants that he/she will defend the Buyer's rights on the equine against all claims and demands of all persons.

The Buyer understands and agrees that he/she is buying the horse AS IS. ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

IF APPLICABLE, The Seller and the Buyer both agree that this Bill of Sale constitutes an advanced written consent and disclosure of a Dual Agency relationship. THE AFOREMENTIONED DISCLOSURE AND ACKNOWLEDGEMENT APPLIES TO TRANSACTIONS IN WHICH THERE IS AN AGENT REPRESENTING THE SELLER AND THE BUYER AND SAID AGENT IS THE SAME PERSON OR ENTITY.

Delivery & Risk of Loss

The Buyer accepts the horse by signing this Bill of Sale and assumes all risk of loss or injury upon the transfer of the possession of the Horse. The Buyer is responsible for all board, veterinary, and transportation expenses after the date hereof. Buyer shall make no claim for any warranty, misrepresentation, mistake, or other tort. The Buyer's remedies in contract, tort or otherwise are limited to refund of the amount paid, upon return of the horse in good condition to the Seller. All incidental and consequential damages are excluded to the full extent permitted by law. The Seller immediately ceases to be liable for any damage or injury caused by the Horse to the Buyer or any third party.

Governing Law

This Agreement shall be governed by the laws of the State of _____ . Any legal action commenced to enforce or interpret this Agreement shall be brought in the state courts of _____ . The parties hereto consent to both venue and jurisdiction in _____ and any attempt to pursue legal action in any other state shall be void for lack of jurisdiction in that foreign court. If appropriate, the parties may also consent to both venue and jurisdiction in federal district courts of _____ .

Costs of Dispute

In the event that suit is brought under or in connection with this Agreement or to enforce the Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, costs and expenses incidental to any such proceedings, including reasonable attorneys' fees incurred in collecting any judgment awarded as a result of liability established pursuant to this Agreement, as well as all other relief granted in any suit or other proceeding.

Entire Agreement, Severability and Modification

This Bill of Sale shall be understood as an Agreement and contains the entire understanding of the parties concerning its subject matter. This Agreement may be modified only in writing executed by both the Buyer and Seller. The invalidity and enforceability of any term or clause of this contract shall not affect the validity and enforceability of any other terms or clauses, but otherwise this Agreement is indivisible.

Signatures

By: _____

Date: _____

By: _____

Date: _____
