

BILL OF SALE

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_), by and between \_\_\_\_\_, residing at

\_\_\_\_\_,

hereinafter referred to as Buyer, and

\_\_\_\_\_ , residing at

\_\_\_\_\_ ,

hereinafter referred to as Seller.

The parties hereby ACKNOWLEDGE that this AGREEMENT is made for the purchase and sale of a horse, described as follows in paragraph A below, on the following terms and conditions as set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt of which the parties hereby acknowledge, the parties AGREE AS FOLLOWS:

A. Description of Horse

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

Age: \_\_\_\_\_

Color: \_\_\_\_\_

Breed: \_\_\_\_\_

Sex: \_\_\_\_\_

Tattoo (if applicable): \_\_\_\_\_

Size: \_\_\_\_\_

B. Consideration

In consideration of the total sum of \$\_\_\_\_\_

(\_\_\_\_\_), SELLER agrees to sell and BUYER agrees to buy the said horse described hereinabove in paragraph A on the terms and conditions further set forth herein

C. Payment Terms

The purchase is for cash and BUYER agrees to pay \$\_\_\_\_\_

As deposit on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_; and, BUYER

further agrees to pay the balance due of \$\_\_\_\_\_

on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

D. Registration and Ownership Transfers

Upon confirmation of payment in full as set forth in paragraph C above, SELLER agrees to promptly execute all necessary papers and to take all necessary steps to transfer ownership and registration of the animal to BUYER at no cost to the BUYER.

E. Warranties

- (1) SELLER warrants s/he has clear title to said horse;
  - (2) SELLER makes no other warranties, express or implied, including the warranties of fitness for a particular purpose except as may be otherwise provided for in this AGREEMENT;
  - (3) SELLER warrants the following:
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(4) BUYER warrants that BUYER has had the option to review the condition and health of the horse, including any veterinarian examinations, at BUYER's expense. In the event BUYER has the horse examined by a licensed veterinarian as indicated in this paragraph E(4), then that veterinarian examination shall be attached hereto as Exhibit A.

(5) In the event said horse shall not meet any of the above warranties at the time of delivery, provided same is discovered within \_\_\_\_\_ days from the date of delivery to BUYER, SELLER agrees to do the following:

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F. Risk of Loss

- (1) Pending delivery to Buyer, which delivery shall be memorialized by BUYER's signature on a receipt for delivery, SELLER shall assume the risk of loss of said horse, and upon receipted delivery to BUYER, BUYER shall assume the risk of loss.
- (2) In the event of the loss of the horse prior to receipted delivery to BUYER, SELLER shall return to BUYER any deposit paid by BUYER.

G. Default

Upon material breach of this AGREEMENT by one party the other party shall have the option to terminate same.

On any breach, the other party shall have the right to recover expenses and costs within the parameters of paragraph I, below.

H. Law

This AGREEMENT shall be governed by the laws of the State of \_\_\_\_\_.

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I. Entire Agreement

This AGREEMENT constitutes the entire AGREEMENT between the parties. Any modifications or additions must be in writing and signed by all parties to this AGREEMENT. No oral modifications will be considered part of this AGREEMENT unless reduced to writing and signed by all parties before a notary. Executed on the date first set forth hereinabove at

\_\_\_\_\_ (State).

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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