

# Equine Bill of Sale

## I. The Parties

This Bill of Sale was created on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ between \_\_\_\_\_ (“Seller”) and \_\_\_\_\_ (“Buyer”).

## II. Equine Description

The Buyer agrees to the purchase of the horse/equine described below:

<b><u>Equine’s Name:</u></b>	
<b><u>Breed of Equine:</u></b>	
<b><u>Equine’s Date of Birth:</u></b>	<b><u>Equine’s Color:</u></b>
<b><u>Sex of Equine:</u></b> <input type="radio"/> Mare <input type="radio"/> Gelding <input type="radio"/> Stallion	
<b><u>Marks and other distinctive characteristics:</u></b>	
<b><u>Registration Association (if applicable):</u></b>	
<b><u>Registration Number (if applicable):</u></b>	

## III. Purchase Price

Seller agrees to the sale of the equine described above for the amount of \$\_\_\_\_\_ (US Dollars). The amount will be given in full to Seller by Buyer in the form of \_\_\_ CASH or by \_\_\_ DIRECT WIRE TRANSFER.

## IV. Seller Representation

Seller warrants to Buyer that Seller is the legal and true owner of the Equine and that Seller has the unqualified right to sell the Equine. Furthermore, Seller warrants that Equine is sold free and clear any lien, security interest, mortgage, or other encumbrance. Seller will defend the same against the claims of all persons whomsoever.

## **V. Registration and Transfer of Ownership**

Upon payment in full as set forth above, Seller, at his/her own cost, shall promptly take all legal actions necessary to transfer ownership and registration, if applicable, of Equine to Buyer. Seller agrees to provide Buyer with all Ownership and Registration Certificates upon completion of payment.

## **VI. Warranties/Representations/Assumption of Risk/Waiver of Rights**

Buyer has been offered the opportunity to examine the horse and had or was offered the opportunity to have a pre-purchase exam conducted by the veterinarian of Buyer's choice and was satisfied as to the condition, health and suitability of the horse.

Buyer acknowledges that this bill of sale includes the full terms of the sale and that Seller has made no express representations regarding the horse that are not included in this bill of sale and has made no representations or warranties regarding the merchantability or suitability of the horse for Buyer's particular purposes and that the horse is being sold "AS IS" with no warranties or guarantees of any kind, whether express or implied.

Buyer acknowledges that horseback riding is considered a rugged adventure sport and there are inherent risks always present in any activity involving horses despite all safety precautions. Owner realizes and acknowledges that no horse is a completely safe horse and agrees to assume all risks associated with the horse and to release Seller from any and all liability associated with such horse.

**Waiver of Consumer Rights: Buyer acknowledges and makes the following assertion:**

**"I hereby waive my rights under the Deceptive Trade Practices – Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of my own selection, I voluntarily consent to this waiver."**

## **VII. Additional Provisions**

1. Seller agrees to provide Buyer with Equine's original current Coggins test.
2. Buyer is wholly and completely responsible for any and all expenses incurred from Equine traveling to Buyer. Health Certificate for crossing state lines is \$50. Seller agrees

to take Equine to a licensed veterinarian to receive a Health Certificate if needed.

3. Refunds will not be given on any horse sold.
4. Buyer has the option to send Equine back for a 30-day tune-up at any point in time of ownership. Buyer is responsible for any and all travel expenses incurring from Equine being delivered to H Spur Horses, as well as delivery back to Buyer, and for any and all care expenses incurred while Equine is with H Spur Horses during the 30 days. In such case, Buyer assumes all risk of loss to horse while horse is at H Spur Horses and agrees to indemnify and hold harmless H Spur Horses for any and all damages caused by such horses or any claim of damages to person or property caused by such horse.
5. Buyer has three days to remove Equine from Seller's property. Any day after the 3<sup>rd</sup> day, Buyer is responsible for a \$20.00 boarding fee per day. Riding will be an additional \$25.00 per day. Equine will not be released until the boarding fee has been paid in full.
6. Buyer is aware of the health and safety risks with owning, caring for, and riding Equine.
7. If Bill of Sale is sent electronically to Buyer, Buyer has twenty-four (24) hours to sign Bill of Sale and send it back to Seller. Failure to sign and send within twenty-four (24) hours will result in Buyer forfeiting the sale of Equine.
8. If Buyer is paying for Equine by Direct Wire Transfer, Direct Wire Transfer must be sent within twenty-four (24) hours from the signature of this Bill of Sale. Failure to do so will result in Buyer forfeiting the sale of Equine.

#### **VIII. Binding Effect**

The covenants and conditions contained in this Bill of Sale shall apply to and bind the parties and the heirs, legal representatives, successors, and permitted assigns.

#### **IX. Severability**

If any part or parts of this Bill of Sale shall be held unenforceable for any reason, the remainder of this Bill of Sale shall continue in full force and effect.

#### **X. Governing Law**

THIS AGREEMENT IS SUBJECT to the laws of the State of Texas with venue agreed to be Parker County, Texas.

**WARNING**

**UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.**

**XI. Signatures**

As of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Buyer and Seller agree to the terms and conditions described in this Bill of Sale for the sale of Equine described above. Signatures from Seller and Buyer below make the Bill of Sale binding to both parties.

Seller

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

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

Buyer

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

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

Address: \_\_\_\_\_

Cell: \_\_\_\_\_ Email: \_\_\_\_\_