

# Bill of Sale - Purchase Agreement

**Buyer**

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

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

Ph No#: \_\_\_\_\_

**Seller**

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

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

Ph No#: \_\_\_\_\_

1. This agreement is made between \_\_\_\_\_ herein referred to as the BUYER and \_\_\_\_\_ herein referred to as the SELLER.

**2. Horse to be purchased:**

Name: \_\_\_\_\_, DOB: \_\_\_\_\_, Sex: \_\_\_\_\_, Color: \_\_\_\_\_, Markings: \_\_\_\_\_.

Breed: \_\_\_\_\_, Brand/Tattoo/Microchip: \_\_\_\_\_.

**3. Consideration**

In consideration of the total sum of \$\_\_\_\_\_, SELLER agrees to sell and BUYER agrees to buy the said horse described above on the terms and conditions further set forth herein.

**4. Payment Terms**

The purchase is for cash and BUYER agrees to pay \$\_\_\_\_ on or before the \_\_\_ day of \_\_\_\_\_, 20\_\_\_. SELLER agrees to stable and care for the horse until the the \_\_\_ day of \_\_\_\_\_, 20\_\_ at the expense of the SELLER. The BUYER is to move or have moved the horse on or before the date listed above. If said horse is not moved by the date above, BUYER agrees to pay SELLER \$\_\_ per day for the continued care of the horse. BUYER is responsible for all transportation arrangements and expenses.

**5. Warranties**

(1) The SELLER warrants s/he has clear title to said horse;

(2) The 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 as in (3) below;

(3) 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, then that veterinarian examination shall be attached to this agreement.

**6. Buy back option**

The SELLER does wish to retain the right to buy the above horse back if the new owner(s) decide to sell. This first right of refusal is valid until \_\_\_\_\_, for a price not to exceed \$\_\_\_\_\_.

**7. Default**

If the BUYER is unable to fulfill the contract, the horse will be returned to the SELLER in satisfactory condition. The sale will be nullified and all previous payments made will be forfeited. 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 8, below.

**8. Law**

This Agreement shall be governed by the laws of \_\_\_\_\_ County. Any legal action must be brought in the county of \_\_\_\_\_, provided however, the parties agree to required Mediation and Arbitration of any disputes relating to this transaction.

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Buyer: \_\_\_\_\_

Seller : \_\_\_\_\_