RKC Dressage LLC.

Bill of Sale and Purchase Agreement

For valuable consideration, the receipt of which is hereby acknowledged, this Bill of Sale and Agreement is hereby made by and between Ralea Casperson, RKC Dressage, located at 4550 W. Highway 329, Reddick, FL 34686 (“Seller”) and Christina Kelley, located at 5114 Lockhart Rd, Brooksville FL, 34602 (“Buyer”) and entered into and executed this 16th day of April in the year 2020.

1. **Disclosures.** As lawful owner of the equine described herein, Seller transfers and assigns ownership to Buyer pursuant to the terms of this Agreement. Any breed or registration papers, if applicable, will be provided at Buyer’s expense.

Name of Horse: PAX IN TERRA

Color: GREY

Breed: THOROUGHBRED

Height: 17.1hh

Age or DOB: April 22nd, 2011

Sex: Gelding

NARRATIVE DESCRIPTION AND REMARKS:

Head: Eye liner eyes, No head markings

Left Forelimb: No markings

Left Hindlimb: No markings

Right Forelimb: No markings

Right Hindlimb: No markings

Other Marks and Brands: Tattoo in upper lip

2. **Purchase Price and Terms of Payment.** The purchase price for the equine described herein is $13,500 to be paid only in United States dollars. ~~If the entire purchase price is not tendered to Seller at the time this Agreement is executed, a deposit of not less than $\_\_\_\_\_\_\_\_\_\_\_\_ must be received by Seller no later than \_\_\_\_\_\_ / \_\_\_\_\_\_/ \_\_\_\_\_\_\_\_\_, and the remainder of the hereinabove purchase price must be paid over the course of \_\_\_\_\_\_\_\_\_ months with monthly payments not less than $\_\_\_\_\_\_\_\_\_\_\_ per month. Payments not received by the \_\_\_\_\_\_\_\_\_\_ day of each month will cause the Buyer to be in default and in breach of this Agreement.~~

3. **Delivery of Equine.** Buyer agrees to arrange transportation for the equine described herein. Buyer will assume all costs and risks associated with this transportation. If Seller agrees to transport equine to Buyer’s location, Buyer assumes all costs and risks associated with this transportation.

4. **Warranties.** The equine described herein is sold in “as is” condition. Seller makes no promises, warranties, or guarantees, expressed or implied, including but not limited to warranties of fitness for a particular purpose. Seller warrants that the equine is free of liens and holds the legal right to make an agreement to sell the same. Upon execution of this Agreement, Buyer becomes immediately responsible for the equine, including any financial obligation incurred on or after the date of execution. Buyer warrants that Buyer has had the option to review the condition and health of the equine, including any veterinary examinations, at Buyer’s expense.

5. **Risk of Loss.** Buyer assumes all risks of loss upon execution of this Agreement.

6. **Breach of Agreement.** Upon material breach of this Agreement by either Buyer or Seller, the other party shall have the option to terminate the same. Furthermore, the other party shall have the right to take civil action to enforce this Agreement, and to recover any expenses and costs associated with said civil action.

7. **Law.** This Agreement shall be governed by the laws of the County of Marion in the State of Florida

8. **Entire Agreement.** This Agreement constitutes the entire agreement between Buyer and Seller. Any modifications, additions, or subtractions to any provisions of this Agreement must be made in writing. No oral modifications, additions, or subtractions will be considered part of this Agreement. Buyer and Seller both hereby state that they have entered into this agreement without undue influence, fraud or coercion, or for any cause except as herein specified, and each has read and understands the same and the contents thereof, and that each has received a full, true, and complete copy of the same.

9. **Right of Refusal.** Buyer agrees that said horse will not be raced or sold to race, be sold to an auction, slaughter or rodeo. In case of needing to forfeit or re-home said horse, the current owner tries to contact RKC Dressage as first right of refusal.

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 Buyer’s Signature

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Seller’s Signature