

Flying B Equine - Bill of Sale

IN CONSIDERATION of the sum of \$ _____ received by Flying B Equine, LLC (“Seller”) whose address is _____ and from _____ (“Buyer”) whose address is _____ which are hereby acknowledged,

1. Seller grants, sells, conveys, and transfers to Buyer the following equine (the “Equine”):

Equine's Name:	
Breed of Equine:	
Equine's Date of Birth:	Equine's Color:
Sex of Equine: <input type="checkbox"/> Mare <input type="checkbox"/> Stallion <input type="checkbox"/> Gelding	
Registration # (if applicable):	
Marks and other distinctive physical characteristics: (include all marks, scars, brands, etc.)	
Sire Name:	Registration #(if applicable):
Dam Name:	Registration #(if applicable):

2. **COGGINS TEST:** Seller warrants that the Equine has received a negative Coggins test on _____
3. **REGISTRATION AND OWNERSHIP TRANSFERS:** Upon payment in full as set forth above, Seller, at his/her own cost, shall promptly take all legal actions necessary to officially transfer ownership and registration, if applicable, of the Equine to Buyer. Seller agrees to provide Buyer with all Ownership and Registration Certificates upon completion of final payment.
4. **SELLER REPRESENTATIONS:** 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 the Equine is sold free and clear of any lien, security interest, mortgage or other encumbrance. Seller will defend the same against the claims of all persons whomsoever.
5. **WARRANTIES/REPRESENTATIONS/ASSUMPTION OF RISK/WAIVER OF RIGHTS:** Seller strongly recommends that Buyer personally come to examine and try a horse before purchasing, because only Buyer can know if a horse is best suited to Buyer's needs. Buyer has been offered the opportunity to examine and ride 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 Buyer is not relying on any advertisement or prior discussions regarding the horse other than those set forth in this agreement and is relying on their own judgment and evaluation of the horse.

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 and hold Seller harmless 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."

6. ADDITIONAL PROVISIONS:

- a. Seller agrees to provide the original of the current Coggins test, history of vaccination, and worming schedule.
- b. Horse is sold **AS IS** and no soundness or rideability guarantees of any kind.
- c. All grade horses are aged by a minimum of two equine professionals and age is considered off these opinions! Age can **ONLY** be guaranteed on registered horses.
- d. All Sales are final and absolutely no refunds will be given. Buyer acknowledges and agrees that Buyer is satisfied with their purchase, has asked all questions they might have and made sure that the horse is suitable for their intended use **PRIOR** to the PURCHASE.
- e. Buyer is wholly and completely responsible for any and all care, plus expenses, of said equine traveling to, during, and upon acceptance. Boarding is free for the first 5 days, and after the 5th day, there is a \$25.00 a day boarding charge that must be paid before horse leaves our facility. Buyer is responsible for health certificate cost if horse is traveling across state lines.
- f. When Buyer and Seller sign this contract, it will then be binding on both parties and risk of loss passes to the Buyer

Notes about transaction - The following information was discussed with Buyer prior to purchase and Buyer has found the horse suitable for Buyer's need and accept the horse as is:

7. 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.

8. 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.

9. ENTIRE AGREEMENT: This Bill of Sale constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Bill of Sale. No other agreements or promises, verbal or implied, are included unless specifically stated in this written agreement. No modification of this agreement shall be binding unless in writing and signed by both Buyer and Seller.

10. GOVERNING LAW: This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Texas and venue of any dispute hereunder shall be in Falls County, Texas.

INWITNESS WHEREOF, Seller has executed and delivered this Equine Bill of Sale this ____ day of **2026.**

Seller

Signature: _____

Printed Name: _____

Buyer

Signature: _____

Printed Name: _____

Address: _____

Cell: _____ Email: _____