Horse/Equine Bill of Sale

IN CONSIDERATION of the sum of <mark>\$_____.</mark> received by **Bailey Knepper**,

("Seller") whose address is **PO Box 8696 Huntsville, Texas 77340** and from ______. ("Buyer") whose address is _______. receipt and sufficiency of which are hereby acknowledged, 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: Mare Stallion	Gelding
Registration # (<i>if applicable</i>):	
Marks and other distinctive physical characteristics: (include all marks, scars, brands, etc.)	
Sire Name:	Registration # (<i>if applicable</i>):
Dam Name:	Registration # (<i>if applicable</i>):

COGGINS TEST: Seller warrants that the Equine has received a negative Coggins test on _____

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.

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.

WARRANTIES: The Equine is sold as is, with no express or implied warranties or representations having been made by Seller to Buyer other than those expressly included in this written agreement.

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.

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.

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 This Bill of Sale may be modified in writing and must be signed by both Buyer and Seller.

ADDITIONAL PROVISIONS:

- 1. Seller agrees to provide the original of the current Coggins test, history of vaccination, and worming schedule.
- 2. Seller agrees to pay any and all agreed-upon commissions. Buyer has no obligation to pay commission to selling agent.
- 3. Sale is contingent on a pre-purchase examination to be conducted by a licensed veterinarian. PPE examination was refused by buyer. Horse is sold As Is and no soundness guarantee is offer within this exchange.
- 4. Buyer is wholly and completely responsible for any and all care, plus expenses, of said equine traveling to, during, and upon acceptance of pre-purchase examination. Health Certification for crossing state lines \$50.
 - 5. Buyer has 3 days to remove horse from Sellers property. Any day after the 3rd day, the buyer is responsible for a \$25.00 boarding fee per day. Riding will be \$25.00 a day extra.
- 6. Horses MUST be off of Flying B Equine's Facility within 10 days of the sale date. No long term boarding is offered or allowed.
- 7. When Buyer and Seller sign this contract, it will then be binding on both parties.

GOVERNING LAW: This Bill of Sale shall be governed by and construed in accordance with the laws of the State of **Texas**. Should any clause be in conflict with any State Law, that clause shall be considered null and void.

IN WITNESS WHEREOF, Seller has executed and delivered this Equine Bill of Sale this <u>day</u> of

_____, 20**22**.

Signature of Seller or Seller's Agent*

Signature of Buyer or Buyer's Agent*

Signature of Witness & Date

Signature of Witness & Date

*Attach copy of this authority.