

BILL OF SALE

THIS BILL OF SALE is entered into between [_____], located at [_____] (hereinafter "**PURCHASER**") and [_____] (hereinafter "**OWNER**").

[If PURCHASER or OWNER are represented by an agent, include paragraph disclosing name of agent(s), the agent(s)' address, and identification of which party each agent represents]

THIS BILL OF SALE confirms the terms of the agreement entered into between **PURCHASER** and **OWNER** for the sale of the horse owned by **OWNER** described below (hereinafter referred to as the "**HORSE**") on the following terms and conditions:

Description of the HORSE:

Name: _____ **Age (if known):** _____

Sire/Dam (if known): _____ **Breed:** _____

Color/Markings: _____ **Sex:** _____

Registry Status (including Registration No. if applicable): _____

A. **CONSIDERATION.** **OWNER** acknowledges the receipt from **PURCHASER** of the sum of \$_____, representing the full and complete purchase price of the **HORSE**.

B. **TITLE TO THE HORSE.** In exchange for the consideration described in Paragraph A above, **OWNER** hereby conveys all legal and equitable title in the **HORSE** to **PURCHASER**.

C. **PURCHASER** has had the opportunity to examine the **HORSE**, has examined the **HORSE**, and finds the **HORSE** acceptable.

D. **OWNER** conveys the **HORSE** to **PURCHASER** "AS IS" without any express or implied warranties.

E. **OWNER** makes no representations as to the health or fitness of the **HORSE**, or the appropriateness of the **HORSE** for any particular purpose to which **PURCHASER** intends to put the **HORSE**.

[If OWNER is making any specific representations or warranties related to the HORSE other than as stated in "G" below, then paragraphs D and E should be modified accordingly]

F. **PURCHASER** and **OWNER** each agree for themselves and separately that they have the authority and right to enter into this **AGREEMENT**.

G. **OWNER** specifically warrants and represents that he/she has legal and equitable title to the **HORSE**, free and clear of any third party claims. **OWNER** further warrants and represents that there are no liens of any kind against the **HORSE**.

H. **RISK OF LOSS.** All risk of loss for the **HORSE** for any cause or reason whatsoever shall pass to **PURCHASER** immediately upon **PURCHASER'S** execution of this **BILL OF SALE**, irrespective of whether the

BILL OF SALE has been executed on behalf of **OWNER**.

I. **DISPUTE RESOLUTION.** In the event of a dispute hereunder, jurisdiction and venue shall be in _____, California. The prevailing party shall be entitled to their attorneys' fees and costs incurred in connection with any such dispute.

As the person signing below on behalf of the OWNER, I hereby confirm that I am the lawful owner of the HORSE or the OWNER's duly authorized agent, and I am authorized to convey legal title to the HORSE pursuant to this BILL OF SALE. _____ **OWNER INITIAL HERE**

As the person signing below on behalf of the PURCHASER, I understand that any warranties or representations from the OWNER or the OWNER's agent that I am relying upon in acquiring the HORSE, including warranties or representations with respect to the HORSE's age, medical condition, prior medical treatments, and the existence of any liens or encumbrances, should be stated in writing as part of this BILL OF SALE. _____ **PURCHASER INITIAL HERE**

THIS AGREEMENT is subject to the laws of the State of California.

EXECUTED this _____ day of _____, at _____, California.

OWNER	PURCHASER
<i>[Signature]</i>	<i>[Signature]</i>