



EQUESTRIAN

at

S & D Services, Inc.

Lessons * Training * Boarding * Sales * Equine Sports Massage Therapy
(719) 216-4378 * s-dservicesinc.com * email: desiree@s-dservicesinc.com

Bill of Sale

This Bill of Sale, ("Agreement") is made and entered into on ____/____/____ ("Sale Date"), between S & D Services, Inc. representative Desiree Wells (referred to as "Seller") and _____ (referred to as "Buyer").

1. Description of Horse

Name: _____ Breed: _____

Age: _____ Color: _____ Sex: _____ Height: _____

2. Right to Sell

Seller hereby represents that the Horse hereby sold is vested and that it has a good title and right to sell same.

3. Payment

In consideration of the payment of \$ _____ ("Payment") by the Buyer to the Seller in conjunction with a non-refundable deposit of \$ _____, as agreed upon in Purchase Agreement, receipt of which is hereby acknowledged, Seller does hereby agree to bargain, sell, transfer, deliver, assign, and convey unto Buyer, at expense of Buyer, the Horse described in section 1.

4. Transfer of Ownership

Upon completion of this Agreement and the receipt of payment in full, Seller shall transfer to Buyer or Buyer's agent, at expense of Buyer, the Horse, a signed Bill of Sale, and any and all registration papers signed by Seller for transfer of ownership.

5. Condition

Buyer hereby accepts Horse in its "As Is" condition and Seller makes no warranty whatsoever, express or implied, and no warranty or representation has been made to Buyer as to the merchantability, condition or fitness for any purpose or use of any nature. This sale is final. Buyer represents that Buyer has examined or caused to be examined, or had the opportunity to fully examine the physical condition of Horse and is completely satisfied with Horse. Buyer has been given opportunity to request a pre-purchase exam and have it performed by a veterinarian of the Buyer's choice at the Buyer's expense prior to the execution of this Bill of Sale. Buyer waives any and all rights, claims and causes of action against the Seller for any patent or latent defects pertaining to Horse.

6. Risk of Loss and Delivery

Transportation of Horse shall be at Buyer's discretion and expense, and Risk of loss of Horse during transportation is Buyer's liability.

7. Fees

Buyer agrees to pay balance of veterinarian care ("Vet Fees") needed since Sale Date as defined by Seller, before Buyer removes Horse from Seller's premises which fees have been agreed upon in Purchase Agreement. If Buyer does not pay: balance of Care Fee; balance of Vet Fee; and remove Horse from Seller's premises after 30 days Care by Seller, Buyer forfeits the Payment to Seller. Horse then becomes the sole property of Seller as agreed reasonable liquidated damages. Seller may then sell Horse without notifying Buyer at terms solely determined by Seller and Seller shall retain all proceeds of such a sale as reasonably liquidated damages.

This Agreement shall be construed under the laws of the State of _____ without regard to its choice of law provisions. This Agreement is wholly performable in _____ County, _____ and all disputes or actions related to this Agreement between the parties to this Agreement shall be resolved exclusively in _____ County, _____. This Agreement constitutes and completes the entire agreement of parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter thereof.

SELLER:

Signed by: _____ Print: _____ Sign: _____

BUYER:

Signed by: _____ Print: _____ Sign: _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____