



Horse Bill of Sale

1. Parties

MARE Riding Center (the "Seller"), who resides at 18200 Johnson Road, Bakersfield, CA 93314, for valuable consideration, hereby sells, assigns, and transfers to _____ (the "Purchaser"), who resides at _____, the following horse (the "Horse"):

2. Horse

Horse's Name:

Horse's Breed:

Horse's Sex:

Horse's Color and Markings & Height:

Horse's Birth Date:

3. Purchase/Adoption & Payment

The total purchase price for the Horse described above is \$_____, payable in full at time of pickup/delivery to _____.

Upon payment in full as set forth above, Seller, at no additional cost to Purchaser, shall promptly take all legal actions necessary to officially transfer ownership and registration, if applicable, of the Horse to Purchaser. Seller agrees to provide Purchaser with all Ownership and Registration Certificates upon completion of final payment.

4. Veterinarian's Examination

Purchaser has the right to perform a pre-purchase veterinary examination. The veterinarian to examine the Horse is Dr._____, located at_____, City, _____ State_____, Zip _____. The cost of the veterinary examination is to be paid by the Purchaser. In the event that the veterinarian's examination discovers a previously undisclosed infirmity, illness, or ailment, Purchaser shall have the right to rescind sale. Purchaser and Buyer agree on approved work load and duties for the Horse and Purchaser's intended use.

5. Warranties

a) Seller warrants to Purchaser that Seller is the legal and true owner of the Horse and that Seller has the unqualified right to sell the Horse.

b) Seller warrants that the Horse is sold free and clear of any lien, security interest, mortgage or other encumbrance.

c) Seller warrants that the pedigree of the Horse as detailed above is true and correct.

d) Seller will defend Purchaser's claim to the Horse against any and all competing claims.

e) 2) Seller makes no warranties or guarantees whatsoever as to the soundness, suitability, health or usefulness of the Horse. Seller makes no warranties, either express or implied, including but not limited to any implied warranty of merchantability or fitness for any purpose. The purchase of the Horse is subject to the terms and conditions of an "as is" sale.

6. Delivery & Risk of Loss

Purchaser accepts the Horse by signing this Bill of Sale, and risk of loss passes immediately. Purchaser is immediately responsible for all board, veterinary and transportation expenses after the delivery date of _____. Purchaser is immediately liable for any damage or injury caused by Horse to Seller or any third party.

7. Governing Law

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising under this Bill of Sale shall be adjudicated in the state courts of California or, if appropriate, the federal district courts of California.

8. Costs of Dispute

In the event a dispute arises under this Agreement, the prevailing party will be entitled to all reasonable costs and expenses incurred by it in connection with such dispute (including, without limitation, all reasonable attorney's fees and costs incurred before and at any trial, arbitration or other proceeding), as well as all other relief granted in any suit or other proceeding.

9. Entire Agreement, Severability and Modification

This Bill of Sale constitutes the entire and complete agreement between Purchaser and Seller with respect to the sale of the above Horse. 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. This Bill of Sale may be modified only in writing executed by both Purchaser and Seller.

10. Buyer Guarantees

Buyer states that he/she is not a kill buyer or buyer who purchases the Horse with the intent to slaughter, or an agent to a kill buyer, and Buyer agrees not to transfer the Horse to any auction or sale program or facility wherein the Horse may be purchased for slaughter and/or meat. In the event that Buyer breaches this clause, Buyer agrees to pay to Seller the amount of _____(\$_____)

dollars (the "Damages"). Buyer agrees to the following; site inspection of potential stable and its conditions, annual updates with pictures of said horse, and allows scheduled visitation.

Any individual or organization in possession of the equine as of the date of the agreement and any time thereafter is bound to not sell the equine at auction for slaughter or allow the equine to be sold, transferred, released, or otherwise placed into possession of any person or organization that will cause or allow the equine to be sold at auction for slaughter.

11. Right of Refusal

Buyer agrees to give Seller the first right of refusal to purchase the Horse if Buyer offers the Horse for sale as of the date of this agreement and anytime thereafter. Buyer agrees to notify Seller of Buyer's intent to sell and the Seller shall then have fifteen (15) days from receipt of notice to either accept or decline to purchase the Horse. In the event that Buyer breaches this clause, Buyer agrees to pay to Seller the amount of _____ (\$_____) dollars (the "Damages").

Furthermore, Buyer agrees to return said horse before any drastic or inhumane actions are taken should the horse not "fit" into their home or program.

The Buyer and any future Buyer agree to incorporate the following statements into any future agreements as a condition of any future sale of the Horse:

a) Buyer agrees to give MARE Riding Center (the "Original Owner") the right of first refusal to purchase the Horse if Buyer offers the Horse for sale as of the date of this agreement and anytime thereafter. Buyer agrees to notify the Original Owner of Buyer's intent to sell the Horse. The Original Owner shall then have fifteen (15) days from receipt of notice to either accept or decline to purchase the Horse. In the event that Buyer breaches this clause, Buyer agrees to pay to the Original Owner the amount equivalent to the Purchase Price of the Horse, as damages. (the "Damages"). "

b) Buyer states that he/she is not a kill buyer or buyer who purchases the Horse with the intent to slaughter, or an agent to a kill buyer, and Buyer agrees not to transfer the Horse to any auction or sale program or facility wherein the Horse may be purchased for slaughter and/or meat as of the date of this agreement and anytime thereafter. In the event that Buyer breaches this clause, Buyer agrees to pay to the Original Owner the amount equivalent to the Purchase Price of the Horse, as damages (the "Damages").

_____ (B) Initial _____ (S) Initial

13. Signatures

Signed by: _____ (Buyer)

_____ on _____

and by MARE Riding Center (Agent/Seller)

_____ on _____