BILL OF SALE

This Bill of Sale (“Bill of Sale”) is made by Johnson & Wales University, a Rhode Island corporation with a principal place of business of 8 Abbott Park Place, Providence, RI 02903 (“Grantor”) to NAME, a STATE ENTITY, with a principal place of business of ADDRESS (“Grantee”). In this Bill of Sale, Grantor and Grantee are sometimes referred to individually as a “Party” and collectively as the “Parties.” The “Effective Date” shall be the date on which this Bill of Sale has been signed by both Parties.

The Center for Equine Studies at Johnson & Wales University (29 Francis Street, Rehoboth, MA 02769, (508) 252-5700)) (“Center”) maintains a horse herd for use in the teaching of dressage, hunt seat, jumping, equine management, equine science, and other pedagogical purposes. The Center continuously evaluates the usefulness of its horses and finds it necessary from time to time to relocate or sell horses that have become unsuitable for use in the program due to age, soundness, decreased level of performance, or temperament.

The horse described below (the “Horse”) is no longer able to function at the level necessary to support the mission of the University.

BE IT KNOWN, that for and in consideration of the payment of the sum of $1.00 and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged, and the Grantee’s warranties set forth below, Grantor hereby conveys, bargains, grants, sells and transfers to the Grantee the following Horse:

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| --- | --- |
| Horse Name: | DOB: |
| Breed: | Sex: |
| Height: | Color: |
| Registration Number: | Other Characteristics: |
| Weight: |  |
| State whether horse is a gelding, stallion, or a mare: | |

Grantee hereby warrants to Grantor that Grantee shall provide adequate feed, shelter, veterinary care (including worming and vaccinations), farrier care, and transportation to the Horse and shall in the future care for the Horse in a responsible and humane manner. Grantee accepts the Horse with only those warranties set forth below and subject to any and all other faults or defects that may now exist or subsequently appear. Grantee shall pay all taxes with respect to this transaction as well as all taxes levied with respect to the Horse. Grantee further warrants that Grantee shall not profit from any sale of said Horse and that Grantee shall keep the Horse in its possession for a minimum of two years. Grantee warrants that Grantee shall notify Grantor if Grantee wishes to transfer the Horse prior to the expiration of such two-year period and shall provide the Grantor with a right of first refusal with respect to such transfer.

Grantor warrants to Grantee that Grantor has good and marketable title to the Horse, full authority to sell and transfer the Horse, and that the Horse is sold free of all encumbrances, liabilities, liens, and adverse claims of third parties of every nature and description whatsoever. Grantor makes no other warranties, express or implied, and expressly disclaims the warranties of merchantability and fitness for a particular purpose.

Grantee understands that horses, horseback riding, and equestrian activities carry inherent risks of injury and damage or death and that purchase of the Horse herein includes these risks. Grantee knowingly assumes the risks, known and unknown, of all activities on and around the Horse from this time forth. Grantee agrees to the following:

* Grantee is and will be responsible and liable for any and all injuries including, but not limited to physical injury, economic or pecuniary injury, death, mental, or emotional injury, and property damage arising from, related to, based upon, or attributable to the Horse or Grantor.
* Grantee waives, discharges and releases Grantor from any and all claims that may now or hereinafter arise for any injury including but not limited to physical injury, economic or pecuniary injury, death, mental or emotional injury, and property damage arising from, related to, based upon, or attributable to the Horse or Grantor.
* Grantee assumes all responsibility for the Horse’s actions from this time forth, releasing all liability from Grantor.

This Bill of Sale contains the entire understanding of the parties concerning its subject matter; there are no oral or written promises or representations upon which the Grantee is relying except as expressly set forth herein.

### In witness whereof, the Parties hereto have executed this Bill of Sale through themselves or their duly authorized representatives.

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| **GRANTOR: JOHNSON & WALES UNIVERSITY (signature):** |
| Name: |
| Title: |
| Date: |

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| **WITNESS (signature):** |
| Name: |
| Title: |
| Date: |

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| **GRANTEE: NAME (signature):** |
| Name: |
| Title: |
| Date: |