

BILL OF SALE AND PURCHASE AGREEMENT

This Bill of Sale and Purchase agreement made this _____ day of _____, 2018, by and between the Monmouth County Park System, hereinafter called Seller and *(name)*, hereinafter called Buyers: for the amount of \$1.00, cash or check, said Seller does hereby sell, transfer, assign and convey unto said Buyers, free and clear of all debts, liens and encumbrances the horse as described:

Name: Age: DOB: Sex: Breed:
Color: Registration Number: State/Country Foaled:
Dam: Sire:

1. The Buyers shall become responsible for any fees incurred on the date of the Purchase Agreement once said *(name of horse)* leaves the Seller's property, including boarding, training, veterinary, dental, farrier, or any other costs or fees.
2. The Seller agrees to be responsible for the cost of transportation of *(name of horse)* from 628 Middletown-Lincroft Road, Lincroft, NJ, to *(address of Buyer)*.
3. Buyers agree that *(name of horse)* will remain directly under their care, custody and control, that he will be cared for in a manner consistent with accepted traditional veterinary practices for equines, including feed, water, safe shelter & pasture, veterinary care, immunizations, farrier and dental care. In the event that the Buyers can no longer directly care for *(name of horse)* in the manner described, the Seller shall have first right of refusal to purchase *(name of horse)*, not to exceed the purchase price (\$1.00) that the Buyer is paying for him, from the Buyer or their heirs, successors and assigns. Buyer agrees to provide Seller with their current address, phone number and contact information and to notify Seller of any change in location of *(name of horse)* from their home or current training facility.
4. This is a NO SALE, NO AUCTION, NO SLAUGHTER CONTRACT and the Buyers, their successors, heirs or assigns agree that *(name of horse)* will not be disposed of to any other party without first allowing the Seller to exercise their right of first refusal and in no case may he be disposed of at ANY auction, loose or catalog sale for slaughter. Should *(name of horse)*'s condition require it, Buyer agrees to have a licensed veterinarian humanely euthanize him.
5. Seller guarantees *(name of horse)* to have a Negative Coggins and will provide an original or certified copy of it to the Buyers.
6. The Buyers and Seller agree that this Agreement shall be construed in accordance with and shall be governed by the laws of the State of New Jersey and this Bill of Sale and Purchase Agreement represents the entire agreement between Buyers and Seller. Any modifications to this Agreement shall not be considered binding unless put in writing and signed by both Parties.

Buyer

Date

Seller Representative

Date