

HORSE SALE AGREEMENT/ BILL OF SALE

1. **PARTIES.** This Sale Agreement (the "Agreement") is being entered into this ____ day of _____, 20____ (the "Effective Date") by and between Promise Landing Farm, Inc.("Seller") with an address of 16900 Claggett Landing Road, Upper Marlboro, MD 20774, and _____("Buyer") with an address of _____.

2. THE HORSE PURCHASED.

2.1. **Description.** The Seller agrees to sell the following horse:

Name: _____

Color/Markings: _____

Breed: _____

Registration Number: _____

3 PURCHASE PRICE.

3.1 **Price.** Buyer shall pay Seller \$_____ United States Dollars, for the Horse. The Purchase Price shall be paid upon signing of this document by both parties.

3.2 **Transfer of Possession.** The Horse is currently located with the Seller and ownership shall transfer immediately upon the execution of this document by both parties. In the event that Buyer does not immediately take possession of the Horse, Buyer shall be responsible for paying board to Seller on a \$20/ day basis.

4. **SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller makes the following representations:

4.1 **SELLER MAKES NO WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THE PURCHASE OF THIS HORSE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN "AS IS" SALE.**

4.2 Seller is the sole owner of Horse and has authority to enter into this Agreement.

4.3 There is no lien or encumbrance on the Horse.

4.4 Seller has made the Horse available for a Pre-Purchase Examination by a licensed veterinarian.

5. BUYER'S REPRESENTATIONS AND WARRANTIES.

5.1 Buyer acknowledges that Seller made the Horse available for a Pre-Purchase Examination by a licensed veterinarian.

5.2 Buyer agrees to not transfer or sell the Horse to any auction or slaughter entity and to assure the Horse's well-being and management. 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.

5.3 Buyer understands and acknowledges that if in the event that Buyer is no longer able to care for the Horse that Buyer may return Horse to Seller for no consideration.

6. RISK OF LOSS.

6.1 Upon the payment of purchase price and signing of this document by both Parties, Buyer assumes all risk of loss or injury to Horse.

7. GOVERNING LAW.

7.1 This Agreement shall be governed by the laws of the State of Maryland.

8. ENTIRE AGREEMENT.

8.1 This Agreement contains the entire agreement between the parties related to the sale of the Horse. This Agreement may not be modified or amended in any manner except by an instrument in writing executed by the parties.

9. COUNTERPARTS.

9.1 The Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All of which together shall be deemed as one and the same instrument.

10. ATTORNEY'S FEES

10.1 In the event that there is litigation that arises from this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER:

PROMISE LANDING FARM, INC.

By: _____

Date: _____

BUYER:

By: _____

Date: _____