

Bill of Sale / Purchase Agreement

Seller

Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Country: _____

Home/Cell Phone # : _____

Email: _____

Buyer

Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Country: _____

Home/Cell Phone # : _____

Email: _____

1. This agreement is made between _____
herein referred to as the Buyer and Rondelle DeLong herein referred to as the Seller.

2. Horse to be purchased:

Name: _____ Reg. & #: _____

Color: _____ Markings: _____

_____ Foaled: ____/____/____

Sire: _____ Dam: _____

(Detailed description if required to be attached to this agreement. Copies of registration papers are to be attached to this agreement.)

3. Consideration

In consideration of the total sum of \$ _____ (_____),
SELLER agrees to sell and BUYER agrees to buy the said horse described above on the terms and
conditions further set forth herein.

**Payable by U.S. Postal Money Order or United States Bank authorized Certified Check or bank wire
transfer for the exact amount. NO PERSONAL CHECKS WILL BE ACCEPTED! All payments made
including deposit are non-refundable.**

4. Payment Terms

The purchase is for cash and BUYER agrees to pay the total balance due of \$_____.
on or before _____. Deposit of 25% of purchase price
\$_____ plus Coggins & Health papers cost of \$_____. Total of
\$_____ dollars) due at the signing of this contract.

SELLER gives 30 days from the executed day of this contract to pay in full and to
transport said horse off SELLER's property. Otherwise SELLER assumes buyer refuses to finish
contract and SELLER has the right to resell said horse.

5. Registration and Ownership Transfers

The registration certificate or application whichever is applicable will be surrendered to the
buyer at the time the last payment is made. If papers are pending registration papers will be
signed and mailed to Buyer when Seller receives them from the registry(s).

Upon confirmation of payment in full as set forth above, SELLER agrees to promptly execute
all necessary papers for registration of the animal.

6. Warranties

- a. The SELLER warrants s/he has clear title to said horse.
- b. The SELLER makes no other warranties, expressed or implied, including the warranties of
fitness for a particular purpose except as may be otherwise provided for in this
Agreement as in (c) below.
- c. The SELLER warrants the following:

- d. BUYER warrants that BUYER has had the option to review the condition and health of
the horse, including any veterinarian examinations, at BUYER's expense. In the event
BUYER has the horse examined by a licensed veterinarian as indicated in this paragraph,
then that veterinarian examination shall be attached to this agreement.
- e. In the event said horse shall not meet any of the above warranties at the time of
delivery, provided same is discovered within _____ days from the date of
delivery to BUYER, SELLER agrees to do the following:

Buyer as the option of returning horse at BUYER's expense for a full refund of the
purchase price excluding shipping to them, the return trip back and vet costs

7. Risk of Loss

- a. Pending delivery to BUYER, which delivery shall be memorialized by BUYER's signature on a receipt for delivery, SELLER shall assume the risk of loss of said horse, and upon receipted delivery to BUYER, BUYER shall assume the risk of loss.
- b. In the event of the loss of the horse prior to receipted delivery to BUYER, SELLER shall return to BUYER any deposit paid by BUYER.

8. Buy Back Option

The SELLER (_____) does wish/does not wish to retain the right to buy the above horse back if the new owner(s) decide to sell. This first right of refusal is valid until ____/____/____ a price not to exceed \$_____.

9. Default

If the BUYER is unable to fulfil the contract, the horse will be returned to the SELLER in satisfactory condition. The sale will be nullified and all previous payments made will be forfeited.

Upon material breach of this agreement by one party the other party shall have the option to terminate same.

On any breach, the other party shall have the right to recover expenses and costs within the parameters of paragraph 10, below.

10. Law

This agreement shall be governed by the laws of The United States of America.

Any legal action MUST be brought in the county of Huron, in the state of Ohio provided however, the parties agree to required medication and arbitration of any disputes relating to this transaction.

11. Caption and Headings

Any captions or headings used in this agreement are for descriptive purpose only and are not to be considered terms of this agreement.

Executed this _____. **This contract is viable and will hold said horse for 48 hours from date and time above, unless contract and deposit payment are received prior to 48 hours.**

X

BUYER

X

SELLER