



Bill of Sale

1. Witness this Bill of Sale effective as of the _____ day of _____, hereinafter referred to as "Effective Date", by and between Samantha Keadle and/or Brian Keadle, in hers and/or his capacity as owner of the Subject Animal (defined below), hereinafter referred to as "Seller" and _____, hereinafter referred to as "Buyer".
2. For and in the consideration of the sum of _____, hereinafter referred to as "Purchase Price", Seller agrees to sell and Buyer agrees to buy _____, American Quarter Horse Association (AQHA) registration number _____, hereinafter referred to as "Subject Animal", pursuant to the terms and provisions contained herein and free and clear of all encumbrances.
3. Buyer agrees that \$250 of the Purchase Price will be considered a non-refundable deposit to be retained by Seller if the Buyer defaults on any conditions of this Bill of Sale or the applicable Board Agreement.
4. **Agreements and Deliveries**
 - A. Seller and Buyer understand and acknowledge that prior to the execution of this Bill of Sale: Buyer has had full opportunity to obtain a pre-purchase examination of the Subject Animal performed by a veterinarian of Buyer's choice, and any fees or expenses associated with such examination are the sole responsibility of the Buyer. In the event Buyer elected not to obtain a pre-purchase examination of the Subject Animal, Buyer waives any and all rights, claims, or causes of action patent or against Seller for any latent defects pertaining to the Subject Animal.
 - B. Upon verification of funds in full satisfaction of the Purchase Price, and Subject Animal leaving the premises, Seller agrees to promptly provide Buyer with the Subject Animal's registration papers, in original form, and a Transfer Form completed by the Seller documenting the transfer contemplated hereunder. Further, Buyer is required to submit the Transfer Form to the appropriate breed registry within 90 days of Effective Date.
 - C. Buyer is solely responsible for all fees associated with the transport of the Subject Animal off of the Harris Ranch, to Buyer's desired location for the Subject Animal. Buyer is responsible for all expenses of boarding, veterinary care, farrier care and transportation for the Subject Animal after the Effective Date. Reasonable effort will be made to contact Buyer in emergency circumstances, however, if Buyer cannot be reached, Seller will have absolute discretion to order any veterinary or farrier care for the Subject Animal. Seller may, in its own discretion pay veterinary or farrier charges, in Buyer's absence, and any such charges shall be reimbursed by Buyer to Seller. The Subject Animal will not be released from Seller and Harris Ranch until all bills are paid in full.
 - D. **Subject Animal will receive the "HK" brand on the left shoulder unless otherwise noted.**
 - E. If Subject Animal is not removed from the premises, Subject Animal may only remain at Harris Ranch until 100% of the purchase price less a \$500 deposit has been applied to board at \$15 per day, veterinary, and farrier care. If Subject Animal has not been picked up by that time, Seller will apply the purchase price to board and fees and full ownership of Subject Animal will revert back to Seller. No notice to Buyer will be required. The Subject Animal will then be available to another party.
5. With the execution of this Bill of Sale, Buyer accepts the Subject Animal in its current condition, "AS-IS" and "WITH ALL FAULTS" and risk of loss passes immediately. Buyer understands that there are no warranties, expressed or implied, including implied warranties of merchantability or fitness for a particular purpose, with regard to the Subject Animal or the transfer contemplated hereunder.
6. Upon any default by Buyer that is not promptly cured following notice from Seller, the Seller shall have all rights and remedies provided by law, cumulatively, successively or concurrently, included to but not limited to the following:
 - A. Seller may take possession of the Subject Animal without further notice to Buyer and without legal process, to the extent permitted by law.
 - B. Seller may require Buyer, and Buyer hereby agrees, to make the Subject Animal available to Seller at the Harris Ranch, which is located in George West, Texas, or another location mutually agreed to and convenient to both parties.

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- 7. This Bill of Sale represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written agreement.
- 8. UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE OR PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.
- 9. This agreement shall be construed under the laws of the State of Texas. Any litigation between the parties shall be brought in a court of law in Live Oak County Texas and Buyer acknowledges and accepts the jurisdiction of any such court. This agreement binds the parties hereto their successors, heirs, personal representatives and assigns.

Seller/Agent Harris Ranch (Seller)

Date

Address of Buyer

Buyer

Date

Telephone Numbers of Buyer

Email Address of Buyer



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