

RETIRED RACEHORSE BILL OF SALE

THIS BILL OF SALE is made and entered into as of this ____ day of _____ 202__ (“Effective Date”), by and between (i) _____ with an address of _____ (“Seller”) and (ii) _____ with an address of _____ (“Purchaser”).

WITNESSETH:

1. Sale of Horse. Subject and pursuant to the terms, provisions and conditions set forth in this Agreement, Seller for valuable consideration, as set forth below, does hereby sell, transfer, assign and convey to Purchaser the _____(Year) _____(Color) Thoroughbred _____(Gelding/Mare/Stallion/other) _____(Jockey Club Name) (aka _____), by _____(sire) out of _____(Dam) (the “Horse”), JC Registration # _____, Microchip # _____.

2. Purchase Price. The purchase price for the Horse is _____ Dollars (\$ _____), U.S. which shall be paid by Purchaser to Seller in cash in immediately available funds (the “Purchase Price”) upon execution of this Bill of Sale.

3. Representations and Warranties of Seller. Seller represents and warrants to Purchaser:

(a) Binding Obligation. This Bill of Sale is a valid, binding obligation of Seller, enforceable in accordance with its terms. The execution, delivery and performance of the Bill of Sale by Seller, and the sale of the Horse pursuant hereto, does not violate any laws, regulations, orders, decrees or agreements binding upon or affecting Seller or this transaction;

(b) Clear Title and No Liens. Seller owns good and marketable title in and to an undivided one-hundred percent (100%) interest in the Horse or is a duly authorized agent of Owner. There are no liens (including but not limited to stallion service liens, agister’s liens or veterinary liens), claims, charges, pledges, leases, hypothecations, security or other interest or encumbrances on, against or in connection with the Horse; and

(c) NOT TO RACE. **The Horse is sold for retraining or retirement purposes and IS NOT TO RACE.**

(d) NO WARRANTIES. **Except as expressly set forth herein, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE HEALTH, PHYSICAL CONDITION, SOUNDNESS, BREEDING SOUNDNESS OF THE HORSE, OR ANY OTHER MATTER AND, IN PARTICULAR, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER UNDERSTANDS THAT THE HORSE IS SOLD “AS IS.”**

4. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller:

(a) No Violation. The execution, delivery and performance of this Bill of Sale by Purchaser, and the purchase of the Horse pursuant hereto, does not violate any laws, regulations, orders, decrees or agreements binding upon or affecting Purchaser or this transaction.

(b) Veterinary Examination. Purchaser has conducted a veterinary examination of the Horse, or has had the opportunity to arrange a veterinary examination by a veterinarian of Purchaser's choosing and declined to do so. If a pre-purchase exam was performed, the veterinarian conducting the pre-purchase represented the Purchaser ONLY for the purposes of this Agreement and Seller has no responsibility for same. Purchaser accepts the Horse "as-is" subject to those vetting results. PPE _____ NO PPE _____ (Purchaser to initial)

(c) Re-Sale/NO SLAUGHTER. **The Horse shall never be sold or given away for slaughter or to a kill-buyer or through an auction that is known to be frequented by kill-buyers.** Purchaser shall notify Seller of any transfer of ownership or if the Horse dies. Purchaser may re-sell the Horse so long as the transaction includes a contract that stipulates the same no slaughter/kill buyer clause.

5. Taxes. In the event any sales or use tax shall hereafter be imposed by any jurisdiction in connection with the purchase and sale of the Horse, the Purchaser shall be responsible for such tax.

6. Risk of Loss. Risk of loss shall pass when Purchaser picks the Horse up at Seller's location. Purchaser shall be solely responsible for obtaining insurance at that time, if Purchaser so chooses.

7. Governing Law. The Bill of Sale was entered into and shall be governed by and construed in accordance with the laws of the State of _____.

IN WITNESS WHEREOF, this Bill of Sale has been signed by Seller and Purchaser as of the date first above written.

Purchaser:

By: _____
Print Name: _____
Email of Purchaser: _____
Mobile Number: _____

Seller:

By: _____
Print Name: _____
Email of Seller: _____
Mobile Number: _____