**BILL OF SALE**

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2016, hereinafter referred to as “Effective Date”, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as BUYER, and Wendy Lamborghini and Sisterdale Springs Ranch, residing at 42 Wasp Creek, Boerne, Tx 78006, hereinafter referred to as SELLER.

The parties hereby ACKNOWLEDGE that this AGREEMENT is made for the purchase and sale of a Horse, described as follows in Paragraph A below, on the following terms and conditions as set forth herein.

NOW THEREFORE, for good and valuable consideration, receipt of which the parties hereby acknowledge, the parties AGREE AS FOLLOWS:

A. DESCRIPTION OF HORSE

Name:

Age:

Sex:

Breed:

Color:

Registration #: NA

B. CONSIDERATION

In consideration of the total sum of $\_\_\_\_\_(\_\_\_\_\_\_\_\_\_\_\_\_\_\_), SELLER agrees to sell and BUYER agrees to buy said horse described hereinabove in Paragraph A on the terms and conditions set forth herein.

C. WARRANTIES

(1) SELLER and BUYER understand that prior to the execution of this Bill of Sale, BUYER has had full opportunity to obtain a pre-purchase examination of the Horse 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 Horse, BUYER waives any and all rights, claims, or causes of action patent or against SELLER for any latent defects pertaining to the Subject Horse.

(2) SELLER warrants that they have clear title to said horse;

(3) SELLER makes no other warranties, express or implies, including the warranties of fitness for a particular purpose except as may be otherwise provided for in this AGREEMENT;

(4) SELLER warrants the following:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(5) BUYER acknowledges and accepts the following: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

D. AGREEMENTS

(1) BUYER is solely responsible for all fees associated with the transport of the Horse off of the Sisterdale Springs Ranch, to BUYER’S desired location for the Horse. BUYER is responsible for all expenses of boarding, veterinary care, farrier care and transportation for the Horse 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 Horse. SELLER may, in its own discretion, pay veterinary or farrier charger, in BUYER’S absence, and any such charges shall be reimbursed by BUYER to SELLER. The Horse will not be released from SELLER until all bills are paid in full.

(2) A $7.00 a day charge will be charged for each day the horse is on the SELLER’S property after the Effective Date, for boarding and feed. The horse will not leave the property until the balance is paid in full.

(3) With the execution of this Bill Of Sale, BUYER accepts the Horse 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 Horse or the transfer contemplated hereunder.

(4) 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.

(5) Under Texas Law (Chapter 87, Civil Practice and Remedies Code), an Equine Professional is not liable for injury to or the death of a participant in Equine activities resulting from the inherent risk of Equine activities.

(6) This agreement shall be constructed under the laws of the state of Texas. Any litigation between the parties shall be brought in a court of law in Kendall 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.

(7) BUYER hereby voluntarily indemnifies and holds harmless Wendy Lamborghini and Sisterdale Springs Ranch from any and all claims, actions, or liabilities whatsoever.

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 Signature of Buyer Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email Address

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 Address Phone

 Signature of Seller Date

 **NOTE:** **ALL SALES ARE FINAL!**