

The Law Offices of Bing I Bush located in San Diego, CA and Lexington, KY, as a service to our clients offers some of the most commonly used forms for use as "boiler plate" documents. These forms are obtained from various sources and we strongly recommend you confer with counsel to insure this document is appropriately reviewed to meet your legal needs. For more information go to www.horselawyers.com, or call 800.745.9336.

BILL OF SALE & AGREEMENT

THIS BILL SALE AND AGREEMENT ("Agreement") is made in entered into this ____ date of _____, 2001, by _____ ("Seller") to _____ (the "Buyer").

WITNESSETH:

WHEREAS, Sellers owns the _____ (the "HORSE"), and

WHEREAS, Seller desires to sell the HORSE to Buyer and Buyer desires to purchase of the HORSE from Seller, at the price and the subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Seller and Buyer to hereby covenant, represent and warrant as follows:

1. Sale and Purchase. Seller hereby sells and conveys the HORSE to Buyer and Buyer hereby purchases and acquires the HORSE from Seller, at the Purchase Price and subject to the terms and conditions hereinafter provided.

2. Purchase Price and Payment. The Purchase Price for the HORSE is _____ dollars (\$_____.____) which will be tendered to the Seller at the time this Agreement is fully executed by both Seller and Buyer.

3. The Delivery of HORSE. Seller has delivered the HORSE to Buyer at the time of execution of this Agreement.

4. Seller's Other Warranties.

Seller hereby covenants, represents and warrants that, as of the date hereof, the HORSE is free and clear of any and all liens and encumbrances of any nature whatsoever and any spousal claims under any applicable community property laws. In the event any claims or demands are made against Seller's or Buyer's title to the HORSE, Seller shall defend such claim or demand at his sole expense, hold the Buyer harmless from any liability and indemnify Buyer from any and all claims or expenses, including reasonable attorneys' fees, which may arise by reason thereof.

Seller further covenants and represents that he has full right, power and authority to sell the HORSE, and to grant, bargain, sell, assign transfer, convey and set over the HORSE unto Buyer.

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6. Taxes and Other Impositions. Seller shall be liable and shall pay (a) all taxes that may be due by reason of the sale and conveyance of the HORSE; and (b) all other taxes, expenses, assessments, charges and other impositions arising out of, or incidental to, the HORSE through the date this Agreement is signed by both Seller and Buyer and Seller hereby indemnifies Buyer and holds Buyer harmless from any and all liabilities for the foregoing.

7. Commissions. Seller and Buyer agree that all agents' fees or commissions due as a result of the sale and purchase of the HORSE are included in the Purchase Price of \$33,500.00. Specifically, it is agreed that the agent for the Seller and the agent for the Buyer are each entitled to ten percent (10%) of the Purchase Price (33,500.00) as full compensation for the their services.

8. Risk of Loss. The parties agree that the risk of loss for the HORSE will be transferred from the Seller to the Buyer as of the date this agreement is both executed by Seller and Buyer, and the Seller has delivered to the Buyer the Certificate of Registration documents of the HORSE.

9. Miscellaneous.

(a) Governing Law. This Agreement shall be covered by, and construed in accordance with, the laws of the State of California.

(b.) Survival of Warranties. The representations and warranties under this Agreement shall survive the Closing and conservation of the transactions contemplated herein.

(c) Integration and Modification. The parties hereby agree the terms and conditions of this Agreement represent therefore understanding and agreement, and that any modification shall not be valid unless in writing signed by both Seller and Buyer.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement, as of the date last written below.

("Seller")
DATE: _____

WITNESS: _____

DATE: _____

("Buyer")
DATE: _____

WITNESS: _____

DATE: _____