

Select Horse Sales LLC
Bill of Sale

THIS AGREEMENT is made on _____, by and between _____, hereinafter referred to as Buyer, and Example Seller, hereinafter referred to as Seller. Select Horse Sales, LLC is acting as the agent for the sale, hereinafter referred to as AGENT.

The parties hereby ACKNOWLEDGE that this AGREEMENT is made for the purchase and sale of horse(s), 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: Example Horse

B. Consideration

In consideration of the total sum of \$\$10,000, SELLER agrees to sell, and BUYER agrees to buy the said horse(s) described hereinabove in paragraph A on the terms and conditions further set forth herein

C. Registration and Ownership Transfers

Upon confirmation of payment in full, AGENT agrees to submit AQHA paper(s) to the American Quarter Horse Association within 14 days of payment clearing to be transferred into BUYERS name.

D. Warranties

- (1) Seller warrants s/he has clear title to said horse;
- (2) Buyer acknowledges that Buyer has conducted such investigations and inspections, including the use of their own qualified veterinarian, as Buyer deems necessary, and is satisfied with the horse's condition. Buyer further acknowledges that, except as specifically set forth in Section D(1), Seller makes no warranties or representations whatsoever, express or implied, with respect to the Horse, or warranties or representations with respect to the merchantability or fitness for the Horse for any particular purpose, all of which warranties are hereby excluded. The parties to this Agreement acknowledge that the Horse is sold "as is" and "with all faults." Therefore, buyer acknowledges that buyer is not relying on any statements made by seller or by seller's affiliates, agents, servants and employees, and are relying solely on buyers own investigations or inspections of the horse entering into this agreement.
- (3) In executing this agreement, the parties expressly represent and warrant that each party is relying solely on the representations, warranties and agreements contained within this agreement, and not upon any representation, warranty, agreement, promise or information, written or oral, made by any other party, person or entity other than that specifically set forth in this agreement. Each party is relying solely on his/her/its own judgement in entering into and executing this agreement. In entering into this agreement, each party hereby expressly waives any reliance on any representation, warranty, agreement, promise or information, written or oral, made by any party or person other than as specifically set forth in this agreement.
- (4) There are no implied warranties made by Auctioneer, Select Horse Sales LLC, or owner/consignor as to the merchantability, fitness for any particular purpose or otherwise of any horse. Select Horse Sales, LLC makes no warranties whatsoever. All horses sell as is where is with all existing conditions and defects.
- (5) Buyer warrants that buyer has had the option to review the condition, conformation, soundness, and health of the horse, including any veterinarian examinations, ultrasounds on mares OR additional photos/videos, at buyer's expense before the sale. Buyer understands all mares and stallions sell with absolutely NO guarantee of breeding soundness, expressed or implied. Buyer has had the opportunity to get any of their own veterinarian exams or testing - to verify breeding soundness - done prior to sale day, and accepts the horse AS IS.
- (6) Buyer has agreed to the Conditions of Sale when registering to bid online, and all conditions of sale will be applicable to this purchase.
- (7) Buyer understands there is NO LIVE FOAL GUARANTEE ON EMBRYOS. All recipient mares must be returned by December 1 of the year of foaling or buyer will owe a \$3,000 recipient purchase fee. SALE COMPANY HIGHLY RECOMMENDS INSURING EMBRYOS UPON CLOSE OF AUCTION.

E. Risk of Loss, Injury, Sickness or Death

(1) BUYER shall assume the risk of loss of said horse AT END OF AUCTION. Buyer assumes responsibility for an injuries or sickness, including death, to said horse during transport or while waiting to be transported/picked up at Sellers facility or any other facility. Buyer understands they are responsible for any vet bills that could incur from this point forward. **SALE COMPANY HIGHLY RECOMMENDS GETTING INSURANCE ON ANY HORSES PURCHASED.**

(2) SELLER and AGENT will help BUYER arrange transport; however, SELLER and AGENT assumes no responsibility for any injuries, sickness or death that could result while horse is in transporters care. BUYER understands SELLER and AGENT do not endorse any particular transport company. BUYER is responsible for all transport costs.

F. Agent

Buyer understands that Select Horse Sales, LLC is acting only as an agent for the purpose of this sale. It is the position of Select Horses Sales LLC that all horses are sold "AS IS" with all existing conditions and defects. Any guarantees from the owner are strictly between owner and buyer. Owners are bound by these Conditions of Sale as well as the consignment agreement completed upon entry to the sale.

G. Law

This AGREEMENT shall be governed by the laws of the State of Texas.

H. Entire Agreement

This agreement constitutes the entire AGREEMENT between the parties. Any modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of this agreement unless reduced to writing and signed by all parties before a notary.

Buyer

PLEASE FILL OUT THE BELOW INFORMATION ACCURATELY, OR YOUR PAPERS WILL NOT BE SENT TO THE BREED ASSOCIATION!

AQHA TRANSFER INFORMATION

****PLEASE ADD \$55 TO YOUR PAYMENT IF A NEW AQHA MEMBERSHIP OR MEMBERSHIP RENEWAL IS NEEDED, OTHERWISE YOUR TRANSFER WILL BE DELAYED AT AQHA. IF YOU REQUIRE A NEW APHA MEMBERSHIP OR MEMBERSHIP RENEWAL IS NEEDED PLEASE ADD \$65 TO YOUR PAYEMENT. ****

NAME ON MEMBERSHIP: _____ AQHA OR APHA#: _____

ADDRESS: _____

PHONE NUMBER: _____

*****IF BUYER HAS NOT RECEIVED PAPERS WITHIN 45 DAYS OF THE SALE, BUYER WILL NEED TO CONTACT AQHA or APHA, NOT THE SALE OFFICE, FOR AN UPDATE ON THE STATUS.*****

PAYMENT/TRANSPORTATION INFO

PLEASE CONTACT HAULING COORDINATOR, VICTORIA GOODSON, TO GET ASSISTANCE WITH ARRANGING TRANSPORT AT (940) 284-6974

Transport:

If you horse is located in Whitesboro, TX (it will say on their auction listing where they're located) - please answer the following:

I or MY TRANSPORTER WILL BE PICKING MY HORSE UP FROM SOLO SELECT HORSES
(Please coordinate a time to pickup at least 24 hours ahead of time with Victoria Goodson (940) 284-6974)

I NEED A HEALTH CERTIFICATE WRITTEN FOR MY HORSE TO THE FOLLOWING ADDRESS:

I NEED YOU TO FIND TRANSPORT FOR MY HORSES TO THE FOLLOWING ADDRESS:
(If same as above, please write same)

