

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONDITIONAL BILL OF SALE

NAME: _____

ADDRESS: _____

CITY, STATE AND ZIP: _____

PHONE NUMBERS: HOME: _____ CELL: _____ WORK: _____

EMAIL ADDRESS: _____

SOCIAL SECURITY NUMBER: _____ DRIVER'S LICENSE: _____

LOCATION OF THE HORSE IF DIFFERENT FROM ABOVE: _____

HORSE'S REGISTERED NAME: _____

COLOR: _____

SEX: _____

BIRTH DATE: _____

TATTOO (IF KNOWN): _____

_____ and Conditional Buyer, listed above, enter into this Conditional Bill of Sale ("Agreement") and hereby agree as follows:

- 1) Conditional Buyer shall pay _____ an Fee in the amount of:
_____ (\$ _____).
- 2) Conditional Buyer acknowledges that the Fee is not the true value of the Horse.
- 3) Conditional Buyer acknowledges that as part of the consideration of this transaction Conditional Buyer hereby agrees to provide humane conditions for the Horse in accordance with the purposes of _____ and pursuant to the "Additional Terms and Conditions" that follow the signatures to this Agreement.
- 4) In consideration of the Fee and Conditional Buyer's agreement to abide by the conditions of this Agreement, _____ shall relinquish possession of the Horse to the Conditional Buyer and Conditional Buyer shall accept the care, custody and control of the Horse subject to the terms of this Agreement.

BY: _____ CONDITIONAL
BUYER _____

TITLE: _____ DATE: _____

ADDITIONAL TERMS AND CONDITIONS:

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- 1) **Amount due in the event of Violation of Agreement:** If the Conditional Buyer fails to comply with any term of this Agreement, Conditional Buyer agrees to pay _____ an additional \$1,500.00 plus all attorneys' fees and all costs of legal action, including litigation that _____ may incur to enforce the terms of this Agreement. Conditional Buyer acknowledges that the \$1,500.00 and costs are reasonable and just compensation in the event of Conditional Buyer's breach of contract under the circumstances of this transaction and in view of _____'s purposes to provide for the humane care of horses. The compensation established is for a harm that is incapable or very difficult for accurate estimation at the time of the signing of this Agreement. In the event of the Conditional Buyer's noncompliance with any term of this Agreement, the \$1,500.00 and costs shall be due. _____
- 2) **Liability and Risk of Loss:** Upon Conditional Buyer taking possession of the Horse, the Conditional Buyer shall assume the risk of loss and liability of the Horse and Conditional Buyer agrees to indemnify and release _____ from any and all liability or claims associated with the Conditional Buyer's possession of the Horse. Possession for this purpose shall be when the Horse is loaded on the trailer that shall transport the Horse from its current location. _____
- 3) **Return of Horse:** Should the Conditional Buyer for any reason, become unable to care for the Horse, the Horse is to be returned to _____ at the Conditional Buyer's expense. _____ will require at least 72 hours notice of the Conditional Buyer's intent to return said Horse. If there is a critical need to return the horse, the 72 hours may be waived at _____'s discretion. Please initial indicating that you understand this _____.
- 4) **Auction:** Under **NO** circumstances is the Horse to ever be consigned to an Auction of any type.
- 5) **Resale of Horse:** The Horse may not be re-sold or re-homed **WITHIN THE FIRST YEAR OF OWNERSHIP AND WITHOUT THE WRITTEN CONSENT OF** _____. The new owner must meet and comply with all original _____'s statutes and guidelines regarding the Horse as if the new owner was the original Conditional Buyer. Failure to inform _____ of the sale or re-homing of the Horse may result in the Horse being repossessed from the new owner with any court costs or attorneys' fees being transferred back to the original Conditional Buyer. Initial that you agree & understand _____
- 6) **Reporting/Inspection:** Conditional Buyer shall provide regular updates (including pictures) on the Horse as agreed between Conditional Buyer and _____. Conditional Buyer agrees to allow _____ to inspect the horse at the Conditional Buyer's home with a 24 hour notice of intent to inspect. _____
- 7) **Location of the Horse:** Conditional Buyer agrees to notify _____ both verbally and in writing if the location of the Horse is changed for any reason. In the case of a boarding situation, Conditional Buyer agrees that _____ must approve the boarding facility at which the Horse is to be located. _____
- 8) Conditional Buyer agrees to provide regular updates on the Horse via pictures every three (3) months for the first year. Pictures shall include front, back, both sides (including feet) of the horse without tack along with pictures of the shelter the horse occupies. Pictures and updates shall be emailed to:

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_____. Pictures shall be current with a date stamp or other identifying marks. Please initial that you understand and agree to these terms: _____

- 9) **Breeding Rights:** This horse may _____ or may not be bred _____ Please indicate by signing below that you agree and understand this clause.

_____:

CONDITIONAL BUYER:

BREACH OF CONTRACT WILL RESULT IN THE OWNERSHIP OF THE ABOVE HORSE REVERTING BACK TO
_____(SIGNATURE)