

**BILL OF SALE - PURCHASE OF HORSE**

**Seller:**

Name: Charles Hartley  
and/or Sherry Hartley  
Address: 9235 County Road 523  
City/State/Zip Senath, Missouri 63876  
County: Dunklin  
Home Phone: 573-738-2076  
Email: foxtrotters@horsemail.com

**Buyer:**

Name: \_\_\_\_\_  
and/or \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
County: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**2. HORSE PURCHASED:** The Seller hereby agrees to sell and the Buyer hereby agrees to purchase, upon the terms and conditions set forth, the following described horse, hereinafter referred to as "the horse."

Horse's Name: \_\_\_\_\_ Reg#: \_\_\_\_\_

Breed: Missouri Fox Trotting Horse Breed Association Sex: \_\_\_\_\_ Color: \_\_\_\_\_

DOB: \_\_\_\_\_

Sire Name: \_\_\_\_\_ Sire Reg#: \_\_\_\_\_

Dam Name: \_\_\_\_\_ Dam Reg#: \_\_\_\_\_

Date of Purchase: \_\_\_\_\_

**3. PURCHASE PRICE:** The total cash purchase price for the above described horse shall be \$1500. cash, OR \$1650. total principal and interest with a payment plan (interest is included in the \$1650.). Payable according to the following terms: \$1500. cash, check or money order; **OR** with a payment plan, \$1650. purchase price. 25% down payment totaling \$412.50. Payments will be \$206.25 per month for 6 months. The horse must stay with Pleasure Gait Farms for 2 months while making the first 2 timely payments of \$206.25 per month on the purchase price and second months board of \$120. (\$4. per day for board, but the first month's board is **free**, so total monies due for first two months = 206.25 first month and \$326.25 second month which includes the board fee of \$120.), then the **buyer may take possession** of the horse. There will be a balance of \$825. at this time, payable in 4 monthly payments of \$206.25 each.

A late fee of 5% or \$10.30 will be due for any payment that is 10 days late.

Registration papers shall be delivered to the Buyer only upon full payment of all principal, interest and late fees due.

\$4. per day board fees pay for all general needs of the horse while at Pleasure Gait Farms, including all the feed, regular worming, vaccinations, hoof trimming, exercise and grooming.

**4. WARRANTY OF PEDIGREE AND REGISTRATION:** The Seller warrants the description stated above and the horse is registered with the MFTHBA and PSHR and is approved for stud in both associations.

**5. Express Warranties:** The Buyer accepts the horse with only those warranties set forth below and subject to any and all other faults or defects that may now exist or subsequently appear.

**6. All parties signing as the Buyer are jointly and severally liable for all obligations of this contract, as principals, not as guarantors.**

**7. PREPAYMENT PRIVILEGE:** The Buyer may prepay any portion of the unpaid principal balance at any time. Prepayments shall apply to the last principal installments falling due.

**8. ACCEPTANCE, NOTICE OF CLAIMS AND LIMITATION OF REMEDIES:** The Buyer accepts the horse by signing this contract, and risk of loss passes immediately. The Buyer is responsible for all board, veterinary and transportation expenses after the date hereof. The Buyer's remedies in contract, tort or otherwise are limited to refund of all amounts paid, upon return of the horse in good condition to the Seller. All incidental and consequential damages are excluded to the full extent permitted by law.

**9. BUYER'S WARRANTIES:** The Buyer shall provide adequate feed, shelter, worming, vaccinations, veterinary care and farrier care. The Buyer shall keep the horse free of all liens and encumbrances and pay all taxes levied with respect to the horse when due. The Buyer shall be responsible for all sales, transaction privilege and other taxes that may be imposed as a result of this transaction.

**10. BUYER'S DEFAULT AND CURE:** Should the Buyer default in the timely payment of any principal or interest, or fail to fulfill any other obligation of this contract, the entire unpaid balance shall, upon written notice to the Buyer of late payment or other default, automatically become due and payable.

**11. SELLER'S REMEDIES ON DEFAULT:** Upon any default by the Buyer that is not timely cured following proper notice, the Seller shall have all rights and remedies provided by law, cumulatively, successively or concurrently, including but not limited to the following:

**a.** The Seller may take possession of the horse without further notice to the Buyer and without legal process, to the extent permitted by law;

**b.** The Seller may require the Buyer, and the Buyer hereby agrees, to make the horse available to the Seller at the location of this sale or other place convenient to both parties;

**c.** To protect the collateral, the Seller may pay any taxes or liens levied on the horse and may provide insurance, feed, shelter, conditioning, worming, vaccinations, veterinary care or farrier care on the Buyer's behalf and add such costs and expenses to the principal amount due under this contract;

d. The Seller may resell by public or private sale; if by private sale, the Seller's customary methods of attracting potential buyers without public advertising shall be deemed reasonable. Ten (10) days' notice shall be deemed reasonable notice of resale. Horse must be paid in full before or at time of resale.

e. No delay or omission by the Seller in exercising any right or remedy shall operate as a waiver of that or any other right or remedy, and no waiver of any of the Buyer's breach of the Seller's right or remedy shall be deemed a waiver of any other or future breach, right or remedy.

**12. NOTICES:** All notices, requests and consents required or permitted by this contract or for any other purpose shall be in writing, signed and personally delivered or mailed by registered or certified U.S. Mail to the appropriate address specified in paragraph 1 above, or such other address of which the sender has been given written notice.

**13. APPLICABLE LAW, JURISDICTION AND ATTORNEY'S FEES:** This contract shall be construed and governed by the laws of the state identified above. At the option of the Seller, jurisdiction and venue for any dispute arising under or in relation to this contract shall be only in the county and state identified above. In the event lawsuit is brought with respect to this contract or the Seller engages an attorney to repossess the horse, or collect amounts due, the prevailing party shall be entitled to reasonable attorneys' fees.

**14. ENTIRE AGREEMENT AND SEVERABILITY:** This contract contains the entire understanding of the parties concerning its subject matter; there are no oral or written promises or representations upon which the Buyer is relying except as expressly set forth herein. This contract may be modified only in writing executed by both Buyer and Seller.

Headings are for convenience only and are not part of this contract. The invalidity or unenforceability of any term or clause of this contract shall not affect the validity and enforceability of any other terms or clauses, but otherwise this contract is indivisible notwithstanding allocation of prices the parties may agree upon for tax, insurance or other reasons.

Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_

at \_\_\_\_\_(City), \_\_\_\_\_(State), \_\_\_\_\_(Zip)

**SELLER:** \_\_\_\_\_

**BUYER:** \_\_\_\_\_

**BUYER:** \_\_\_\_\_

Witnessed By: \_\_\_\_\_