

South Dakota Horse Bill of Sale

THIS BILL OF SALE is given on the _____ day of _____, 20____ by _____ (Seller Name) of _____ (Seller Address) (herein the "Seller") to _____ (Buyer Name) of _____ (Buyer Address), its successors and assigns (herein the "Buyer").

RECITALS

A. Seller has ownership over a certain Horse to be conveyed to the Buyer, and as may be described under this Agreement;

B. Seller has agreed to sell the Horse to the Buyer, and the Buyer has agreed to purchase the said Horse;

C. The Parties intend the transaction to be documented by this Bill of Sale.

WITNESSETH:

DESCRIPTION OF HORSE. The Horse for sale is as follows (herein the "Horse"):

Horse Details:

Registered name:

Barn name (nickname, if any):

Sex:

Color:

Markings:

Breed:

Breed registry:

Registration number:

Seller affirms that the above supplied information is accurate to the best of its knowledge.



SALE OF HORSE. For the amount of \$_____ (purchase price), the receipt and sufficiency of which is hereby acknowledged, Seller does hereby sell and transfer over to the Buyer, its successors and assigns, the Horse.

The location of the sale is at _____ County, State of South Dakota.

If the Horse is given as a gift, then the relationship of the Buyer and Seller is as follows:
_____ (indicate relationship between Buyer and Seller).

SELLER WARRANTIES. Seller gives no warranties except for the following (Seller will sign on the space beside all applicable):

_____ Seller has valid and good title to the Horse.

_____ The Horse is free of any liens, charges, or encumbrances.

_____ Seller has acquired all required validation, approval, or authorization (including corporate approvals where applicable) for the transfer of the Horse.

_____ The execution and performance of the Seller of the sale will not violate any laws or regulations.

_____ Seller will execute further documents as may be reasonably necessary to effect the complete transfer of the Horse to the Buyer or its assigns.

BUYER WARRANTIES. Buyer gives no warranties except for the following (Buyer will sign on the space beside all applicable):

_____ Buyer has acquired all required validation, approval, or authorization (including corporate approvals where applicable) for the purchase of the Horse.

_____ The execution and performance of the Buyer of the sale will not violate any laws or regulations.

_____ Buyer has had the Horse examined by a veterinarian(s) of its choosing and has initiated such other tests as Buyer deems appropriate to determine whether the Horse is acceptable to Buyer, and that Buyer has had ample time to arrange for such tests. Seller shall have no responsibility whatsoever concerning the sufficiency and/or accuracy of said test results.

TAXES. The purchase price paid by the Buyer _____ includes _____ does not include (check as applicable) the associated taxes with the sale of the Horse.

GOVERNING LAW. The Interpretation of this Bill of Sale shall be in accordance with the laws of the State of South Dakota, without regard to the conflict of laws principles of



each State, and all disputes or claims in relation to this Agreement shall be commenced in the exclusive jurisdiction of the Courts of the same State.

Seller Signature

Printed Name

Date

Buyer Signature

Printed Name

Date

Witness 1 Signature

Printed Name

Date



Witness 2 Signature

Printed Name

Date

Acknowledgement Of Notary Public

State of South Dakota

County of _____, ss.

On this day personally appeared before me _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are described in and who executed the foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and Notarial Seal, the _____th day of _____, 20____.

NOTARY PUBLIC

NOTARY PUBLIC in and for the State of South Dakota.

My commission expires _____

