



MODEL
BILL OF SALE,
ASSIGNMENT AND ASSUMPTION AGREEMENT FOR
TRANSFER OF EQUINE

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Bill of Sale”) is made by and between _____ (the “Seller”), and _____ (hereinafter referred to as the “Purchaser or Buyer”).

WHEREAS, the parties to this Agreement wish to evidence the delivery, transfer, conveyance and assignment of the live equine personal property more generally known as “_____” (**Tattoo or Registration Number** _____) as more fully described as _____ (hereinafter referred to as “**THE HORSE**”), made pursuant to and contemporaneous with the execution of a Purchase Agreement between the parties; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Sale and Assignment.** In exchange for the payment of the Purchase Price by Buyer, paid in hand, and the promises and covenants set forth in the Purchase Agreement by and between the parties hereto, Seller hereby delivers, assigns, conveys, and forever transfers to Purchaser, without reservation ***except*** for the right of first refusal to repurchase set forth in the Sale Agreement, any and all right, title and interest of Seller in and to **THE HORSE**.

2. **Assumption.** Purchaser hereby assumes and agrees to take ownership and possession of **THE HORSE** and to pay, perform and discharge all obligations and liabilities associated herewith beginning and effective _____, 2006. Purchaser shall ***not*** be responsible or liable for, or obligated to pay, any debts, claims, demands or obligations associated with **THE HORSE** which arose or were accrued from the date of _____, 2006.

3. **No Representations by Seller.** Seller makes no representations or warranties to Purchaser concerning the health and/or condition of THE HORSE, except those expressly set forth in the Sale and Purchase Agreement. THE HORSE is delivered and transferred in “as is” condition, free and clear of all liens or encumbrances of title.

4. **General.** This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective successors and assigns. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, EXCLUDING THE CONFLICTS OF LAW PROVISIONS THEREOF. By execution of this Agreement, the parties agree to resolve all disputes by mediation within 90 days, and each party knowingly and expressly waives its right to bring actions and/or lawsuits before any court. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by either of the parties to this Agreement without the prior written consent of the other party. This Agreement may be amended only by a written instrument duly signed by each of the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year set forth below, and the parties acknowledge and agree to each and every terms and covenant contained herein..

SELLER: _____

Dated: _____, 2006 _____