



## HORSE BILL OF SALE OR PLACEMENT AND AGREEMENT

By and between \_\_\_\_\_ (Seller) and \_\_\_\_\_ (Buyer) on this date \_\_\_\_\_, 2022.

For and in consideration of the sum of \_\_\_\_\_ the full and entire price of this transaction, payment to be made \_\_\_\_\_ to \_\_\_\_\_.

I, \_\_\_\_\_ (Seller) for the above consideration, do hereby bargain, sell, convey, place and set over all and every right, title and interest to the breed \_\_\_\_\_, \_\_\_\_\_, age – \_\_\_\_\_, sex – \_\_\_\_\_, color – \_\_\_\_\_ to \_\_\_\_\_ (Buyer). The Buyer is purchasing the horse AS IS with no representation or warranty regarding the horse. Buyer may do any pre-purchase or vetting prior to purchase at their own expense.

### SALE AND PLACEMENT CONDITIONS:

- In the event that Buyer wants to return the horse the buyer is able, within 2 weeks of purchase date, to return horse to the seller less \$200.00 deposit.
- Buyer is responsible for transportation of horse back to The American Saddlebred Legacy Foundation.
- Buyer must notify the Seller of intent to sell or rehome the horse. Buyer is free to sell the horse but must notify Seller of the name, address and contact information of the new purchaser.
- Buyer agrees to not sell the horse at a public auction or to any known horse broker.
- Buyer agrees that should Seller present reasonable evidence that the horse is not being kept to a standard of care that is in alignment with the AAEP Guidelines, Seller has a right to reclaim the horse through whatever means necessary.
- Buyer agrees to allow Seller to share follow up updates and pictures to inspire other potential new homes and to promote the breed, horse and mission of Seller.

- Buyer agrees to a 10% donation back to Seller, on sales price, if the horse is sold within one year of the Purchase date and for significantly more money. This amount may be adjusted at the discretion of the Seller, and will be determined based on each situation.
- Buyer agrees to arrange hauling within ten days of deciding on the horse. After ten days a day fee of \$10.00 per day will be charged. If the horse is not picked up after ten days and no other board/layover arrangements have been made the fee comes non-refundable and Seller may begin looking for new placement for the horse.

**DISPUTE RESOLUTION:**

The parties hereto agree that any and all disputes, claims, and causes of action between the parties, including, but not limited to, all disputes, claims and causes of action that may arise from or relate to this Agreement or its enforcement, performance, breach, or interpretation, shall be resolved solely and exclusively by final, binding and confidential arbitration administered by JAMS (formerly “Judicial Arbitration and Mediation Services”), in Louisville, Kentucky under the then-existing JAMS arbitration rules governing commercial disputes. **The parties acknowledge that by agreeing to this arbitration procedure, they waive the right to resolve any such dispute through a trial by jury, judge or administrative proceeding.**

Notwithstanding the foregoing, either party may obtain injunctive relief in court to prevent irreparable harm pending the conclusion of any arbitration, and any awards or orders issued in any arbitration may be entered and enforced as judgments in the federal and state courts of Kentucky or any other courts of competent jurisdiction. Each party specifically submits to, and waives any venue objections against, the state and federal courts of Kentucky

\_\_\_\_\_  
Seller

Accepted by \_\_\_\_\_ (buyer) on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Buyer