



Equine-Assisted Therapies

of South Florida, Inc.

Creating a path to unbridled moments. Witness the magic.

Transfer of Ownership Agreement/Horse Retirement Bill of Sale

Last Update: July 12, 2023

This agreement dated _____ is made between

Equine-Assisted Therapies of South Florida (EATSF) (herein referred to as **‘the Owner’**) and

_____ (herein referred to as **‘the Buyer’**) for the transfer of ownership and retirement of the horse described in the document below:

Owner Information:

Lessee Name: Equine-Assisted Therapies of South Florida

Address 1: (Campus Address) Tradewinds Park North

Address 2: 3601 West Sample Road

City, State, Zip Code: Coconut Creek, FL 33073

Email Address: missy@equineatsf.org

Phone Number: 954-974-2007

Alternate Contact Person: Melissa “Missy” Tussing (Barn Manager)

Alternate Phone Number: 561-870-7882

Buyer Information:

Buyer Name: _____

Address 1: _____

Address 2: _____

City, State, Zip Code: _____

Email Address: _____

Phone Number: _____

Alternate Contact Person: _____

Alternate Phone Number: _____

Horse Information:

Horse Name: _____

Breed: _____

Gender: _____

Height (in hands): _____

Age (in years) and Foal Date (if known): _____

Color: _____

Markings: _____

Purchase Price:

The Owner agrees to sell/transfer ownership to the Buyer for ZERO DOLLARS (\$0.00) in exchange for care of the horse mentioned in this agreement.

Owner's Representations and Warranties:

The Owner is the lawful owner of this horse and authorized to convey legal title to the horse pursuant to this transfer of ownership.

The Owner makes no warranties whether expressed or implied included but not limited to any implied warranty of merchantability or fitness for a particular purpose. The purchase and transfer of ownership of the horse is subject to the terms and conditions of an "as-is" sale.

There is no lien or encumbrance on the horse.

The undersigned Owner hereby attests, under the penalties of perjury, that he/she has made his/her best effort to assure that the Buyer can and will provide proper care for the above-named horse and that the Buyer has access to a farm, stall at a racetrack, or other similar facilities suitable for providing proper care.

The Owner will transport the horse to the Buyer's home or retirement location at the Owner's expense.

Buyer's Representations and Warranties:

As the person signing below, I understand that any warranties or representations from the Owner that I am relying upon in acquiring this horse, including warranties or representations with respect to the horse's age, medical condition, prior medical treatments, and the existence of any liens or encumbrances, should be stated in writing as a part of this transfer of ownership.

The undersigned Buyer (or Buyer's Authorized Agent) hereby attests, under the penalties of perjury, that the Buyer will provide proper care for the wellbeing of the above-named horse and that the Buyer currently has access to a farm, stall at a racetrack, or other similar facilities suitable for providing proper care.

Risk of Loss:

Upon the transfer of ownership of the horse, the Buyer assumes all risk of loss or injury to horse.

Assignment:

No party may assign or transfer this Agreement without the prior written consent of the other party.

First Right of Refusal:

In the event that the Buyer desires to sell, give away, or otherwise dispose of the above-named horse, the Buyer grants the Owner first right of refusal. The Owner agrees to answer the Buyer within two weeks with a written response indicating the Owner's decision to reacquire the horse.

Any individual or organization in possession of the equine as of the date of the agreement and any time thereafter is bound to not sell the equine at auction for slaughter or allow the equine to be sold, transferred, released, or otherwise placed into possession of any person or organization that will or allow the equine to be sold at auction for slaughter.

In the event that the horse dies or needs to be humanely euthanized, the Buyer will contact the Owner in a timely manner.

Notices:

All notices may be provided via email, telephone, virtual or in-person meeting.

Entire Agreement:

All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Agreement which contains the entire agreement between the parties. This Agreement may not be modified or amended in any manner except by an instrument in writing executed by the parties.

The Laws of the State of Florida shall govern this agreement. Any litigation will take place in Florida.

Acceptance and Agreement:

(Owner Printed Name)

(Lessee Representative Printed Name)

(Owner Signature)

(Lessee Representative Signature)

(Date)

(Date)

(WITNESS Printed Name)

(WITNESS Signature)

(Date)