

# Bill of Sale

On the date indicated below, TR Livestock Company ("Seller") did sell the below described horse to \_\_\_\_\_, Buyer.

**Horse:** \_\_\_\_\_ Breed: \_\_\_\_\_ *Approx. Age:* \_\_\_\_\_  
Color: \_\_\_\_\_ Gender: \_\_\_\_\_ Height: \_\_\_\_\_  
Distinctive Marks or brands: \_\_\_\_\_  
Registration: \_\_\_\_\_

**Purchase Price:** \$ \_\_\_\_\_ **Date of Sale:** \_\_\_\_\_

**Amount of Deposit Paid to Hold Horse for up to 30 Days\*<sup>1</sup>:** \$ \_\_\_\_\_

Terms: Seller warrants that Seller has full rights of ownership and the full rights to convey that ownership; that there are no outstanding liens against the horse and that no other person owns any interest in the horse.

Buyer acknowledges that Buyer has read the terms and conditions of purchase as set forth on Seller's website at [www.trlivestockco.com](http://www.trlivestockco.com) and understands and agrees to those conditions.

Buyer acknowledges that all information provided to Buyer by Seller is based upon what information is known to Seller at the time of the representation and may be based upon information provided to Seller by third parties or is a good faith approximation. Age, in particular, is approximate and based upon representations from third party sellers. Buyer acknowledges that Seller has recommended that Buyer have the horse examined by a veterinarian of their choice prior to purchase.

Buyer has been offered the opportunity to examine the horse and had or was offered the opportunity to have a pre-purchase exam conducted by the veterinarian of Buyer's choice and is satisfied as to the condition and health of the horse and its suitability for Buyer's needs.

Buyer acknowledges that this bill of sale includes the full terms of the sale and that Seller is making no representations or warranties regarding the suitability of the horse for Buyer's purposes, has not relied on any representations not included in this document, and that the horse is being sold "AS IS" with no warranties or guarantees of any kind.

**Waiver of Consumer Rights: Buyer acknowledges and makes the following assertion: "I hereby waive my rights under the Deceptive Trade Practices – Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives**

<sup>1</sup> Buyer acknowledges that if Buyer paid a deposit to Seller of any amount less than the full purchase price, such deposit amount is non-refundable and is forfeit if full purchase price is not paid and shipping or boarding has not been arranged within 30 days of payment of such deposit. Buyer acknowledges and agrees that such forfeiture shall be compensation for Seller taking the horse off the market.

**consumers special rights and protections. After consultation with an attorney of my own selection, I voluntarily consent to this waiver."**

**Inherent Risks, Assumption of Risks and Release of Liability.** Buyer understands and recognizes that horseback riding and driving is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that there are numerous obvious and non-obvious inherent risks always present in any activity involving horses despite all safety precautions. Buyer realizes and acknowledges that no horse is a completely safe horse.

**Buyer hereby expressly assumes those risks and agrees to release and hold harmless Seller from liability for any damages, injury or death from any cause whatsoever related to the horse purchased from Seller.**

THIS AGREEMENT IS SUBJECT to the laws of the State of Texas and venue shall be in Cherokee County, Texas.

**WARNING**

**UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.**

\_\_\_\_\_  
Purchaser (Print Name)

\_\_\_\_\_  
Seller – TR Livestock Company

Address: \_\_\_\_\_  
\_\_\_\_\_

1143 FM 1248 \_\_\_\_\_

Rusk, TX 75785 \_\_\_\_\_

Ph: \_\_\_\_\_

Ph: 605-370-4644 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date