

LIVESTOCK BILL OF SALE

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This Livestock Bill of Sale (this "**Bill of Sale**") is made and entered into as of [SALE DATE] (the "**Sale Date**") by and between:

[SELLER LEGAL NAME], an individual or entity with an address at [SELLER ADDRESS] ("**Seller**"); and

[BUYER LEGAL NAME], an individual or entity with an address at [BUYER ADDRESS] ("**Buyer**").

Seller and Buyer are each a "**Party**" and together the "**Parties**."

Recitals. Seller is the lawful owner of the animal or animals described below (individually and collectively, the "**Livestock**") and wishes to sell the Livestock to Buyer, and Buyer wishes to purchase the Livestock from Seller, on the terms set out in this Bill of Sale. In consideration of the mutual promises below and the payment described in Section 2, the Parties agree as follows.

1. Description of the Livestock

1.1 Identification. Seller sells, and Buyer purchases, the following Livestock (attach a schedule for multiple head): Species [SPECIES, e.g. cattle, horse, sheep, goat, swine, poultry]; Breed [BREED]; Sex [SEX]; Quantity [NUMBER OF HEAD]; Age or date of birth [AGE/DOB]; Color/markings [DESCRIPTION]; Weight [WEIGHT / N/A].

1.2 Identifiers. Each animal is identified by the following, where applicable: Ear tag/tattoo number [ID]; Brand [BRAND / N/A]; Microchip number [CHIP / N/A]; Registration number and association [REG NO. / N/A].

1.3 Registration papers. Seller ■ will / ■ will not transfer registration papers or a registration application to Buyer for any registered animal, and will sign any transfer form required by the breed association.

1.4 Included items. The sale includes the following: [TACK, HALTER, FEED, HEALTH RECORDS, etc. / NONE]. Items expressly excluded: [EXCLUDED ITEMS / NONE].

2. Purchase Price and Payment

2.1 Purchase price. The total purchase price for the Livestock is [PURCHASE PRICE] in [CURRENCY, e.g. US dollars] (the "**Purchase Price**"), calculated [PER HEAD / PER POUND / LUMP SUM] as: [PRICING DETAIL].

2.2 Form of payment. Buyer will pay the Purchase Price by [CASH / CHECK / BANK TRANSFER / OTHER]. Payment by check or instrument is not final until it clears, and Seller may withhold delivery until funds have cleared.

2.3 Deposit. If a deposit applies, Buyer has paid a deposit of [DEPOSIT AMOUNT / N/A], credited against the Purchase Price at closing. The deposit is ■ refundable / ■ non-refundable on the terms in [DEPOSIT TERMS / N/A].

2.4 Taxes. Buyer is responsible for any applicable sales or use taxes arising from the purchase, except taxes based on Seller's income, and will provide any agricultural or resale exemption certificate required under **[STATE]** law.

2.5 Receipt. Seller acknowledges receipt of the Purchase Price (less any amount held in escrow) as of the Sale Date, unless a separate payment schedule is attached.

3. Health, Veterinary, and Regulatory Matters

3.1 Health condition. To the best of Seller's knowledge, the Livestock is in good health and free of contagious or reportable disease as of the Sale Date, except as disclosed: **[KNOWN CONDITIONS / NONE KNOWN]**.

3.2 Health certificates and testing. Seller will provide the following, where required by law or agreed: a certificate of veterinary inspection (health certificate), test results, and vaccination or deworming records: **[DOCUMENTS PROVIDED / N/A]**. Tests or examinations to be completed before delivery: **[e.g. Coggins, brucellosis, pregnancy check / NONE]**.

3.3 Interstate movement and permits. The Parties acknowledge that the movement of livestock, required health certificates, testing, brand inspection, and entry permits **vary by state** and, for interstate movement, by federal and destination-state rules. The Parties will comply with the requirements of the origin and destination jurisdictions, and responsibility for obtaining permits and inspections is: **[ALLOCATION]**.

3.4 Brand inspection. Where the jurisdiction requires a brand inspection or ownership/transport certificate, the Party responsible for obtaining it is: **[BUYER / SELLER]**.

4. Delivery, Possession, and Transfer of Title

4.1 Conveyance. Effective on Seller's receipt of the full Purchase Price (or cleared funds), Seller sells, transfers, and conveys to Buyer all of Seller's right, title, and interest in the Livestock.

4.2 Delivery or pickup. Delivery will occur by **[BUYER PICKUP / SELLER TRANSPORT / CARRIER]** at **[LOCATION]** on or before **[DELIVERY DATE]**. The Party responsible for transport and its cost is: **[ALLOCATION]**.

4.3 Risk of loss. Risk of loss, injury, illness, or death of the Livestock passes to Buyer upon **[DELIVERY / PICKUP]**, except to the extent caused by Seller's negligence before that time.

4.4 Care during transition. Until risk passes, Seller will provide ordinary, humane care, feed, and water for the Livestock.

5. Seller's Representations and "As-Is" Sale

5.1 Ownership and authority. Seller represents that Seller is the lawful owner of the Livestock, has full authority to sell it, and that the Livestock is free and clear of all liens, leases, and encumbrances, except: **[EXISTING LIEN / NONE]**.

5.2 Disclosures. Seller has disclosed any known vices, behavioral issues, injuries, lameness, or prior medical conditions of which Seller is aware: **[DISCLOSURES / NONE KNOWN]**.

5.3 As-is sale. Unless Section 5.4 states otherwise, the Livestock is sold **"AS IS,"** with all faults, and Seller makes no warranty of any kind, express or implied, including as to soundness, breeding ability, performance, or fitness for a particular purpose, except for the representations in this Section.

5.4 **Limited warranty or guarantee (optional).** If the Parties agree to a specific guarantee (for example, a breeding soundness, live-foal, or short-term health guarantee), its terms and remedies are: **[GUARANTEE TERMS / NONE]**.

5.5 **Inspection.** Buyer acknowledges that Buyer has had the opportunity to inspect the Livestock and to obtain a pre-purchase veterinary examination by a veterinarian of Buyer's choosing, and is relying on Buyer's own inspection and judgment except as to the matters represented in this Section.

6. Indemnification and Allocation of Risk

6.1 **By Seller.** Seller will indemnify and hold Buyer harmless from claims, liabilities, and reasonable costs arising from Seller's ownership or care of the Livestock, or any lien or title defect, attributable to the period **before** risk of loss passes.

6.2 **By Buyer.** Buyer will indemnify and hold Seller harmless from claims, liabilities, and reasonable costs arising from Buyer's ownership, possession, care, transport, or use of the Livestock attributable to the period **on or after** risk of loss passes, including injury caused by the Livestock to persons or property.

6.3 **Cooperation.** Each Party will promptly notify the other of any claim covered by this Section and provide reasonable cooperation in its defense.

7. General Provisions

7.1 **Governing law.** This Bill of Sale is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. Animal health, brand inspection, transport, and tax requirements vary by state and, for interstate movement, by federal rules; the Parties will comply with the requirements of the applicable jurisdictions.

7.2 **Entire agreement.** This Bill of Sale, together with any schedule of animals attached to it, is the entire agreement between the Parties regarding the sale of the Livestock and supersedes any prior discussions. It may be amended only by a writing signed by both Parties.

7.3 **Severability.** If any provision is held unenforceable, the remaining provisions remain in full force and effect.

7.4 **Assignment.** Neither Party may assign this Bill of Sale before the transfer of ownership is complete without the other Party's prior written consent.

7.5 **Notices.** Notices under this Bill of Sale must be in writing and sent to the addresses stated above (or as updated in writing) and are effective on receipt.

7.6 **Counterparts and electronic signature.** This Bill of Sale may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one document.

IN WITNESS WHEREOF, the Parties have executed this Livestock Bill of Sale as of the Sale Date.

SELLER

BUYER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title (if entity): **[TITLE / N/A]**

Title (if entity): **[TITLE / N/A]**

Date: _____

Date: _____

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