

## DISCLAIMER

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**TRAILER PURCHASE AGREEMENT**

This Agreement made and entered into as of this \_\_\_\_\_ (Day, Month, Year)  
by and between \_\_\_\_\_  
\_\_\_\_\_ (name)  
of \_\_\_\_\_ (address)  
("Seller")

and \_\_\_\_\_ (name)  
of \_\_\_\_\_ (address)  
("Buyer").

**RECITALS:**

WHEREAS, Seller desires to sell a certain Trailer, together with all accessories thereto; and

WHEREAS, Buyer desires to purchase the Trailer, together with all accessories thereto;

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth and for such other additional consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **SALE OF TRAILER.**

On the terms and subject to the conditions herein set forth, Seller agrees to sell, convey, transfer, assign and deliver to Buyers, free and clear of all liabilities, liens, claims, encumbrances and restrictions, and Buyer agree to purchase and acquire the following:

YEAR: \_\_\_\_\_; MAKE \_\_\_\_\_  
MODEL \_\_\_\_\_  
SERIAL OR VIN NO. \_\_\_\_\_

together with all replacements, parts, repairs, additions, accessories, accessions incorporated thereon or affixed or attached thereto and any and all proceeds of the foregoing, including without limitation, insurance recoveries.

2. **PURCHASE PRICE AND TERMS OF PAYMENT.**

The Purchase Price for the Trailer being sold hereunder shall be  
\$ \_\_\_\_\_ United States Dollars and payable in cash or other  
certified funds at Closing.

3. **SELLER COVENANTS, REPRESENTATIONS AND WARRANTIES.**

The Seller covenants, represents and warrants to Buyers as follows:

A. Seller is the sole owner of and has good and marketable title to the Trailer transferred to Buyer and shall be free and clear of all liabilities, liens, claims, encumbrances and restrictions of any type whatsoever, as of the date of Closing.

B. The Odometer reading is accurate and has not been tampered with to the best of Seller's knowledge.

4. **BUYER COVENANTS, REPRESENTATIONS AND WARRANTIES.**

The Buyer covenants, represents and warrants to Seller as follows:

A. Authority and Consent. Buyer has the right, power and legal capacity to enter into and perform the obligations under this Agreement, and no approvals or consents of any third persons or entities are necessary in connection therewith.

B. **As Is.** Buyer understands that the Seller's Trailer is sold "As Is" without any express or implied warranty whatsoever including implied warranty of merchantability or fitness for a particular purpose.

C. No Guarantee. Buyer acknowledges that Seller has made no representation, warranty, or guarantee to Buyer respecting the past, present or future condition or performance of the Trailer.

D. Due Diligence. Buyer has had the opportunity to investigate and make such inquiries as Buyer desires regarding the Trailer.

5. **SURVIVAL OF WARRANTIES.**

All of the representations, warranties, covenants and agreements contained in this Agreement and in any documents, certificates or other instruments delivered by or on behalf of the Seller or Buyer pursuant hereto or in connection with the transaction contemplated hereby are true now, will be true at the Closing and will survive the Closing.

6. **TRANSFER OF TITLE.**

Seller shall at closing deliver the title to the Trailer and shall sign and deliver a Bill of Sale to Buyer form in substantially the form of **Exhibit A**, attached hereto and by this reference made a part hereof.

7. **POSSESSION.**

Possession of the Trailer shall be delivered to Buyer at the Closing.

8. **CONDITION OF TRAILER; NO EXPRESS OR IMPLIED WARRANTY.**

**THE TRAILER PURCHASED HEREUNDER IS SOLD ON AN "AS IS" BASIS, WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSES.**

9. **MODIFICATION OR WAIVER.**

No modification of this Agreement shall be deemed effective unless made in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective unless made in writing and executed by the party against whom enforcement of the waiver is sought.

10. **TIME.**

Time is of the essence in this Agreement.

11. **CLOSING.**

The Closing shall be on \_\_\_\_\_ (Day, Month, Year) or such time and place as the parties mutually agree.

12. **BINDING EFFECT.**

This Agreement shall be binding upon and inure to the benefit of the Buyer and Seller and their respective successors, assigns executors, legal administrators, heirs devisees and beneficiaries provided however, that Buyer shall not assign this agreement without the prior written consent of Seller and any such attempted assignment without consent shall be void.

13. **OTHER DOCUMENTS.**

The parties agree that they will execute such documents and further assurances as may be necessary for the implementation and consummation of this Agreement.

14. **CHOICE OF LAW.**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in \_\_\_\_\_.

(County) \_\_\_\_\_ (State). The parties hereto consent to both venue and jurisdiction.

15. **SEVERABILITY.**

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision or term shall not affect the validity or enforceability of the remaining provisions of this Agreement shall be construed as though the invalid or unenforceable provision was not contained therein.

15. **ATTORNEYS FEES.**

In the event that suit or arbitration is brought under or in connection with this Agreement or to enforce the Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, costs and expenses incidental to any such proceedings, including reasonable attorneys' fees incurred in collecting any judgment awarded as a result of liability established pursuant to this Agreement.

16. **NOTICES.**

All demands, notices, consents, or other communications required or permitted to be given or sent by either party to the other, shall be deemed to have been duly given (1) if delivered by personal delivery, when delivered, (2) if mailed, three business days after being deposited in the United States mail, certified or registered mail, return receipt requested, and postage prepaid, to the address below ( 3 ) , if sent by facsimile, upon transmission to the facsimile numbers below provided that a copy is promptly sent by U.S. mail and a transmission receipt is provided (4) if sent by courier, the business day after being sent by a nationally reputable overnight courier service.

Lessor: \_\_\_\_\_

\_\_\_\_\_

Fax No. \_\_\_\_\_

Lessee: \_\_\_\_\_

\_\_\_\_\_

Fax No. \_\_\_\_\_

17. **ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties

18. **COUNTERPARTS.**

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All of which together shall be deemed as one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**SELLER:**

**BUYER:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title, if any

\_\_\_\_\_  
Print Title, if any

**EXHIBIT A**

**BILL OF SALE**

Effective as of \_\_\_\_\_, (Day, Month, Year)  
\_\_\_\_\_, (“Seller”), for good and valuable  
consideration and pursuant to that Trailer Purchase Agreement of even date herewith (the  
“Purchase Agreement”), between Seller and Buyer

Seller sell, assigns, transfers, conveys and delivers to  
\_\_\_\_\_, (Buyer)

all of Seller’s right, title and interest in and to the following:

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Serial/VIN No.: \_\_\_\_\_

unto Buyer and their successors and assigns to and for their use.

Seller shall execute and deliver, at the request of Buyer, such further instruments of transfer, and shall take or cause to be taken such other or further actions, as shall reasonably be requested for purposes of carrying out the transactions contemplated by the Purchase Agreement.

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale effective as of the date first above written.

**SELLER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title, if any