

"AS IS" Equine Bill of Sale for Calysta MWF
No Warranties Expressed or Implied

WITNESS THIS AGREEMENT this Day 6^h of May, 2025, by and between Betsy Ball, "Buyer", and Seller, Meredith Michelfelder, of hereinafter referred to as "Seller."

For and in consideration of the total sum of \$3,000.00 USD. Sellers agrees to sell (transfer ownership to Buyer). Horse is sold with a known contusion on the left front superficial digital flexor tendon.

Name: Calysta MWF

Barn name: Heidi

USEA number: 141297

USEF number: 5143177

Color: Chestnut

☒ X Mare ☐ Gelding ☐ Stallion (Check one)

Year of Birth or Full Birthdate if known: 2007

The Seller agrees the horse is free and clear of any and all known encumbrances or liens. As the person signing below on behalf of the Owner, I hereby confirm that I am the lawful Owner of this horse or the Owner's duly authorized agent, and I am authorized to convey legal title to the horse pursuant to this bill of sale. Below shall specify owner, agent, or seller clearly and that each has ability to convey ownership.

The purchase price is to be paid by wire transfer.

As the person signing below on behalf of the Purchaser, I understand that any warranties or representations from the Owner or the Owner's agent 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 part of this bill of sale.

BUYER UNDERSTANDS THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO SAID EQUINE ANIMAL AS ABOVE-DESCRIBED AND THAT SAID ANIMAL IS BEING SOLD IN AN "AS-IS" OR "WITH-ALL-FAULTS" CONDITION. BUYER UNDERSTANDS AND ACKNOWLEDGES THAT BUYER HAS THE RIGHT TO HAVE A PRE-PURCHASE EXAMINATION PERFORMED BY THE VETERINARIAN OF HIS OR HER CHOICE AT HIS OR HER EXPENSE PRIOR TO THE EXECUTION OF THIS AGREEMENT. IN THE EVENT BUYER ELECTS NOT TO HAVE A VETERINARIAN PERFORM A PRE-PURCHASE EXAMINATION OF SAID HORSE AS ABOVE DESCRIBED, BUYER WAIVES ANY AND ALL

RIGHTS, CLAIMS OR CAUSES OF ACTION AGAINST SELLER FOR ANY PATENT OR LATENT DEFECTS PERTAINING TO THE ANIMALS AS ABOVE-DESCRIBED. If the Buyer chooses to have a pre-purchase examination by a licensed veterinarian, let it be known that all fees and charges related to said examination are the sole responsibility of the Buyer, including but not limited to veterinary expenses, farrier fees, and any other expenses associated with said exam.

Make it known that this agreement includes an acknowledgment that the aforementioned horse shall never knowingly be sold via auction that has known "kill buyers" nor sold directly or indirectly to a slaughter or horse dealer that sell to slaughter houses. By initialing here the buyer agrees to these terms of sale: BB _____

As the person signing below on behalf of the Sellers, I hereby confirm that I am the lawful Owners of this horse or the Owner's duly authorized agent, and I am authorized to convey legal title to the horse pursuant to this bill of sale.

As the person signing below on behalf of the Buyer, I understand that any warranties or representations from the Seller or the Owner's agent 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 part of this bill of sale. The sellers agrees this horse has no liens or encumbrances and is free and clear and able to be lawfully sold.

This contract will be construed under Florida Law. The parties agree to waive trial by jury. The parties agree to dispute resolution by a neutral mediator chosen by both parties only. The venue in any action hereunder shall be in the jurisdiction of the state of Florida in Marion County, in the event it becomes necessary to enforce the terms of this provision through court action. The prevailing party shall collect attorney fees from the non-prevailing party, including cost of attorney's fees, that may have occurred during pre-suit negotiation or appeals. Disputes arising under this Agreement must first be mediated by a Supreme Court Certified Circuit Civil Mediator in Marion County, Florida. The parties agree that the mediation shall occur within thirty (30) days of the date mediation is requested by either party in writing.

The Mediator shall be agreed upon by both the parties and mediation shall be binding on the parties. The parties agree to abide by the Mediator's Agreement, pay Mediator fees promptly and share them on an equal basis. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator or (ii) terminated in writing by one or both of the parties and arbitration has failed. The confidentiality provisions of the "Mediation Confidentiality and Privilege Act" shall attach to any such pre-suit mediation. If the parties do not coordinate and set an agreed on date for mediation within 10 days of the initial request the complaining party may file a complaint and suit against the other to enforce this agreement and force mediation. All costs associated with this will be considered recoverable as prevailing party fees to the party

enforcing the agreement to mediate. If after mediation an impasse is recorded, then the party seeking enforcement may bring the suit in Marion County.

Entire Agreement.

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Buyer and Seller.

Seller – Meredith Michelfelder

Date



Buyer – Betsy Ball



Date