

# Bill of Sale for Livestock

1. **Parties.** \_\_\_\_\_ (Seller), who resides at address \_\_\_\_\_, phone number \_\_\_\_\_, for valuable consideration received, hereby sells, assigns, transfers to \_\_\_\_\_ (Buyer), who resides at address \_\_\_\_\_, phone number \_\_\_\_\_, the

following livestock:

2. **Livestock Description.** Number, Type, Breed, Name, Age, Sex, Color, Brand/Marks/Tag/Tattoo

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Price.** The total purchase price for livestock listed is \$ \_\_\_\_\_, to be paid in a single, lump sum payment due at the time of signing of this Bill of Sale.

4. **Transportation.** The livestock described above are currently located at \_\_\_\_\_ and are to be transported to destination \_\_\_\_\_. The livestock shall be loaded on date \_\_\_\_\_, time \_\_\_\_\_ AM/PM, by \_\_\_\_\_, License Number \_\_\_\_\_. Buyer shall bear responsibility and liability for livestock immediately, including duties and costs of ownership, care, legal compliance and transportation.

5. **Veterinarian's Examination.** Seller warrants that the livestock being sold by this Bill of Sale have had all appropriate and/or mandatory veterinarian exams and immunizations.

6. **Warranties.** a) Seller warrants to Buyer that Seller is the legal and true owner of the livestock and that Seller has the unqualified right to sell said livestock.

b) Seller warrants that the livestock are sold free and clear of any lien, security interest, mortgage or other encumbrance.

c) The livestock are sold "AS IS", with no express or implied warranties or representations having been made by Seller to Buyer other than those expressly included in this Bill of Sale.

7. **Acceptance of Livestock.** Buyer has inspected and accepts the livestock by signing this Bill of Sale. Buyer is responsible for recording the transfer of title with Buyer's County Clerk, where required by law.

8. **Governing Law.** This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Colorado. Any disputes arising under this Bill of Sale shall be adjudicated in the state or federal courts of Colorado.

9. **Costs of Dispute.** In the event a dispute arises under this Bill of Sale, the prevailing party will be entitled to all reasonable costs and expenses incurred by it in connection with such dispute (including, without limitation, all reasonable attorney fees and costs incurred before and at any trial, mediation, arbitration or other proceeding), as well as all other relief granted in any suit or other proceeding.

10. **Entire Agreement.** This Bill of Sale constitutes the entire and complete agreement between Buyer and Seller with respect to the sale of the above livestock. If any part or parts of this Bill of Sale shall be held unenforceable for any reason, the remainder of this Bill of Sale shall continue in full force and effect. This Bill of Sale may be modified only in writing executed by both Buyer and Seller.

11. **Signatures.**

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

Witness address \_\_\_\_\_

12. (Optional) Notary Certificate, Bill of Sale for Livestock.

State of Colorado  
County of \_\_\_\_\_

This record was acknowledged before me on this date \_\_\_\_\_, 20\_\_\_\_, by Seller  
\_\_\_\_\_ and Buyer \_\_\_\_\_, and Witnessed by  
\_\_\_\_\_.

\_\_\_\_\_ [stamp]

Notary Public  
My commission expires:  
\_\_\_\_\_

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**Colorado Revised Statutes**  
**Title 35 Agriculture § 35-54-103 Requirements of bill of sale**

(1) A duly executed bill of sale is an instrument in writing by which the legal owner or authorized agent transfers to the buyer the title of livestock therein described and guarantees to defend said title against all lawful claims. It shall definitely describe the animal sold as follows:

- (a) Horses or mules, age, color, and sex, with special markings, including all iron brands carried;
- (b) Registered cattle, registration number tattooed in ear, name, sex, breed, brand, and marks, if any;
- (c) Range cattle, sex, age, breed, brands or earmarks, wattle or dewlap, horned or dehorned;
- (d) When the sale or transfer involves neat cattle carrying one or more Colorado recorded brands, the cattle shall be tallied for brands, and the brands described in the bill of sale, giving location on the animal of all Colorado recorded brands;
- (e) Sheep, number, breed class, ewes, rams, wethers, lambs, paint brands, firebrands, and earmarks.

(2) Both the seller and the buyer shall sign the bill of sale, giving the post-office address of each, in the presence of a witness, who also signs with his name and address, and who is a legal resident of the county where the transfer of the described livestock takes place. The bill of sale shall be dated the day of the transaction.