



Leone Equestrian Law LLC

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Horse Bill of Sale: What You Need to Know About the "As Is" Clause

By Armand Leone, for [EquestrianProfessional.com](#)

The days of selling a horse with a handshake and cash on the barrel are long over. There is no such thing as a cheap horse, even if bought at a low price. If the horse doesn't work out, people



understandably get disappointed, and some get angry. In the Old West, the recourse for a purchaser who felt cheated in a horse deal may have involved a gun; today it may involve a lawsuit. Problems over horse sales are best avoided. Whether the purchaser succeeds in getting a return of the

money or not, the lawsuit will be expensive for both sides with uncertain outcomes. A seller needs more than an "As Is" disclaimer for protection.

The first thing an attorney may ask for when a client comes looking to sue the seller is the bill of sale. The wording of the bill of sale will be analyzed by the attorney and will be a significant factor in his or her recommendation about the chances of suing successfully. A well-drafted bill of sale may help to avoid a lawsuit from being filed and may help to provide a successful defense.

Sold "As Is" is effective to protect the seller and prevent any warranty or representation from attaching when selling "used goods" under the Uniform Commercial Code (UCC). However, horses are not considered used goods, although maybe they should be. When a horse is simply sold As Is, warranties still attach. The seller can still be liable for money damages if the horse becomes lame or fails to perform. Warranties can be both express and implied.

[Continue reading the article from Armand Leone on EquestrianProfessional.com here!](#)

Armand Leone Discusses USEF Litigation on The Plaidcast



Listen to *The Plaidcast* with Armand Leone from anywhere by visiting [here](#) or by utilizing the podcast app on your phone!

Leone Equestrian Law's Armand Leone discussed the current USEF v. Glefke Farmer litigation on the most recent episode of *The Plaid Horse* magazine's podcast, *The Plaidcast*. Tune in [here](#) or find episode 28 of *The Plaidcast* on your phone's podcast app to hear Leone weigh in on the case being brought before the United States Olympic Committee, why the case could be brought to a New York court, the USEF's winning track record when it comes to drug cases, and more!

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