

Equine Sale Agreement

This Equine Sale Agreement (the "Agreement") is being entered into by _____
(name) ("Seller") and _____ (name) ("Buyer") as of _____,
20____.

1. Buyer's Contact Information.

Full name: _____

Home address: _____

Mailing address (if different than home address): _____

Cell phone: _____ Email: _____

2. **Sale Agreement.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the horse described in Section 3.1.

3. The Horse and Its Condition.

3.1. **Horse.** This Agreement will apply to the following horse ("Horse"):

Registered name of horse: _____

Color and markings: _____

Breed, breed registry and reg. no.: _____

Passport number: _____ Passport issuing country: _____

Horse's gender (check one): Stallion Gelding Mare Year that Horse was foaled: _____

Notes about Horse: _____

3.2. **Ownership of Horse.** Seller warrants that Seller is the lawful owner of Horse and duly authorized to enter into this Agreement.

3.3. **Vet Check Option.** Seller strongly recommends that Buyer have an independent equine veterinarian examine Horse and advise Buyer of Horse's health, soundness and fitness for Buyer's intended use. Seller also strongly recommends that Buyer have Buyer's local veterinarian review the results of such examination and advise Buyer.

Yes. Buyer has had a veterinarian of Buyer's selection perform a veterinary pre-purchase examination of Horse on _____, 20____ and is completely satisfied with the results of such examination.

No. Buyer voluntarily waives the option to have a veterinarian perform a pre-purchase examination of Horse on Buyer's behalf. **Accordingly, Buyer assumes the risk that Horse may have soundness or other physical issues that may affect Horse's fitness for Buyer's intended use.**

3.4. **Risks of Buying Any Horse.** Seller strongly recommends that Buyer come to see and try out Horse in person before entering into this Agreement, and that Buyer seek the advice of a professional trainer about Horse's suitability for Buyer. Horses are individuals with personalities and minds of their own. Buyer understands and agrees that selecting an appropriate horse for Buyer's needs is about finding a personality match between Buyer and the horse. Buyer also understands and agrees that it is difficult, if not impossible, to assess whether any horse, including Horse, is suitable for Buyer without seeing and trying the horse in person. Even if Buyer does come to see and try the Horse, the Horse may turn out not to be suitable for Buyer. Furthermore, Buyer understands and agrees that in any video footage Seller may have provided, Horse is being ridden and handled by someone familiar with Horse, often an experienced professional horse trainer. Accordingly, the Horse may perform differently for Buyer. Horses' surroundings and routine also have a great influence on horses' behavior, and therefore any

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horse, including Horse, may be more reactive in a new home. Even subtle differences in circumstances such as diet, exercise, tack, or stabling can result in any horse, including Horse, behaving differently than expected. In addition, a pre-purchase veterinary examination cannot guarantee a horse's health or soundness post-purchase. Transport is very stressful for horses, and any horse, including Horse, can become ill or injured during transport. **Buyer agrees to assume the risk that Horse may not act or perform in accordance with Buyer's expectations, and the risk that Horse's physical condition may be different than noted during any pre-purchase veterinary examination. Buyer understands and agrees Seller cannot guarantee Buyer will be satisfied with Horse, and therefore Seller specifically disclaims all warranties with respect to Horse, including but not limited to the warranty of fitness for a particular purchase and the warranty of merchantability. Buyer understands and agrees that Seller is not advising Buyer about Horse's suitability for Buyer or otherwise acting on Buyer's behalf with respect to Buyer's purchase of Horse.**

3.5. Disclaimer of Warranties and Statements Regarding Horse. If Buyer has had a pre-purchase veterinary examination of Horse, the examination and any associated report provide information about Horse's health and soundness as of the examination date only and in the professional opinion of the examining veterinarian. As with any animal, Horse's health and soundness are subject to change at any time, and professional opinions may vary. **Accordingly, Seller makes no representations or warranties whatsoever regarding Horse, including but not limited to Horse's health, soundness, behavior and training. Seller expressly disclaims all warranties of merchantability or fitness for a particular purpose. Seller's Agent also expressly disclaims any statements about Horse, other than any representations specifically set forth in this Agreement. Buyer agrees to accept Horse in "as is" condition.**

4. Registration Papers/Passport. Seller agrees to provide Horse's original registration papers and passport to the quarantine agent designated by Buyer, who will then mail such documents to Buyer upon Horse's release from quarantine. Seller agrees to take such steps as may be necessary or advisable to permit Buyer to transfer recorded ownership of Horse into the name of Buyer or Buyer's designee.

5. Purchase Price.

5.1. Purchase Price. The Purchase Price of Horse is \$_____, payable on or before the date of this Agreement. If Seller has not received the Purchase Price in full by _____, this Agreement shall be null and void and Seller shall have no obligation to sell Horse to Buyer. In no event shall Buyer or Buyer's agent be permitted to take possession of Horse until such time as Seller has received payment in full. Buyer must pay Seller the Purchase Price via bank account wire transfer.

5.2. Agents and Commissions. Buyer is solely responsible for payment of any commissions or finder's fees due to any agent or trainer acting on Buyer's behalf in connection with Buyer's purchase of Horse. Buyer understands and agrees that Contact Persons' role is simply to facilitate communication between Buyer and Seller. Accordingly, Buyer understands and agrees that Contact Persons are not acting as Buyer's agents and make no representations about Horse or Horse's suitability for Buyer, other than to relay information provided by Seller.

6. Risks of Loss.

6.1. Risk of Loss of or Injury to Horse. Immediately upon entering into this Agreement and paying the Purchase Price pursuant to Section 5, title to Horse passes to Buyer, and Buyer assumes all risk of loss of or injury to Horse, regardless of when Buyer takes possession of Horse. Seller strongly recommends that Buyer insure Horse immediately after purchase.

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- 6.2. Risk of Injury or Death to Buyer.** Buyer understands that equine activities are inherently dangerous and expressly assumes the risks associated with handling, caring for and riding Horse. Buyer understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick or otherwise act in such a way that may injure Buyer or others. Buyer understands and expressly assumes all risks of engaging in horse-related activities pursuant to this Agreement, including the risk that the Seller Parties (as defined below) may be negligent. **Accordingly, Buyer agrees upon behalf of Buyer, Buyer's heirs, guardians, legal representatives, successors and assigns (collectively, the "Buyer Parties") not to sue Seller, the Contact Persons, or their respective owners, members, managers, shareholders, directors, employees, independent contractors or family members (collectively, the "Seller Parties") or otherwise make a claim against the Seller Parties in connection with Horse.**
- 6.3. Safety Attire.** Seller highly recommends that Buyer wear appropriate safety attire while handling and riding Horse, including an ASTM/SEI certified equestrian helmet, riding boots, riding gloves, long sleeves and long pants. **If Buyer fails to wear appropriate safety attire while handling or riding Horse, Buyer agrees on behalf of the Buyer Parties to assume all resulting increased risks of injury and death.**
- 6.4. Waiver of Unknown Claims.** Upon behalf of the Buyer Parties, Buyer expressly waives any rights that the Buyer Parties might otherwise have with regard to unknown claims. For the purpose of this section, "claims" shall include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but not exclusively, all claims arising in connection with this Agreement.
- 6.5. Limitation of Seller Parties' Liability.** Under no circumstances shall the Seller Parties, or any of them, be liable to Buyer, or any of the Buyer Parties, for any special or consequential damages pursuant to this Agreement. In addition to the other limitations on the Seller Parties' liability set forth in this Agreement, under no circumstances shall any Seller Party's liability pursuant to this Agreement exceed the total amount of compensation actually received by such Seller Party from Buyer pursuant to this Agreement.
- 7. Buyer's Other Responsibilities.** In addition to the responsibilities set forth elsewhere in this Agreement, Buyer understands and agrees that Buyer is solely responsible for care and transportation of the Horse post-purchase, including but not limited to the items described in this section. Buyer must arrange for the importation into and quarantine of Horse in New York or Los Angeles, as applicable, including any veterinary certificates and/or testing that may be required. Buyer will then be responsible for taking possession of Horse at the applicable quarantine facility at the conclusion of the quarantine period, and for making arrangements to transport Horse from the quarantine facility to the location of Buyer's choice. Buyer is solely responsible for arranging and paying for a health certificate, brand inspection, Coggins test and any other testing or documentation that may be necessary or advisable for transportation of Horse. Immediately upon Buyer's purchase of Horse, Buyer is solely responsible for all board, veterinary care and farrier care for Horse. In the event Horse requires emergency veterinary care after Buyer's purchase and while Horse is in Seller's possession, Buyer authorizes Seller, in its discretion, to arrange for Horse to receive such care, and Buyer agrees to pay for such care.
- 8. Assignment or Transfer.** No party may assign or transfer this Agreement without the prior written consent of the other parties.
- 9. Entire Agreement.** This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.
- 10. Attorneys' Fees and Other Expenses.** In any legal actions brought in connection with this Agreement, the prevailing party(ies) will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party(ies). For the purpose of this Section 11, "expenses" will include

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the following costs actually incurred by the prevailing party(ies): Attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

11. Severability. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provisions as may be possible and be legal and enforceable.

12. Contact Information and Notices.

12.1. Form of Notice. All notices given pursuant to this Agreement must be in writing and transmitted via a method that provides proof of delivery, such as Federal Express. Email and text message notice are effective only if acknowledged by the recipient.

12.2. Notice to Seller. All notices to Seller must be transmitted to:

Name: _____
Street address: _____
Postal code, city: _____
Telephone: _____
Fax: _____
Email: _____

12.3. Notice to Buyer. All notices to Buyer must be transmitted to:

Name: _____
Street address: _____
City, state, zip: _____
Telephone: _____
Fax: _____
Email: _____

12.4. Changes in Contact Information. Until all obligations pursuant to this Agreement are completed, each party has the duty to notify each other party immediately upon any changes to the contact information in this section. If any party does not provide notice of changes in such party's contact information, a notice delivered to the last contact information given pursuant to this Agreement will be considered proper notice, provided such notice otherwise complies with this Section 12.

Seller:

Signature*: _____
Name (printed): _____
Title: _____
Date: _____

Buyer:

Signature*: _____
Name (printed): _____
Title: _____
Date: _____

*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.

*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.