

DISCLAIMER

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HORSE SALE AGREEMENT

1. **PARTIES.**

This Sale Agreement (the "Agreement") is being entered into this ____ day of _____ (Month, Year) (the "Effective Date") by

Name: _____

Address: _____ ("Seller")

and

Name: _____

Address: _____ ("Buyer").

2. **THE HORSE PURCHASED.**

2.1. **Description.** The Seller agrees to sell the following horse:

(name) _____

(registration number) _____

(color/ markings) _____

(sex) _____, (DOB) _____

(location) _____

("Horse").

3. **PURCHASE PRICE.**

3.1 **Price.** Buyer shall pay Seller \$_____ United States Dollars ("Purchase Price") for the Horse. The Purchase Price shall be paid in cash or other certified funds upon tender of delivery of the Horse to the Buyer.

3.2 **Transfer of Possession.** Seller shall tender possession of the Horse to Buyer at the Horse's location upon receipt the Purchase Price from the Buyer.

4. **SELLER'S REPRESENTATIONS AND WARRANTIES.**

The Seller makes the following representations:

4.1 SELLER MAKES NO WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THE PURCHASE OF THIS HORSE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN "AS IS" SALE.

4.2 Seller is the sole owner of Horse and has authority to enter into this Agreement.

4.3 There is no lien or encumbrance on the Horse.

4.4 Upon Seller's receipt of the Purchase Price, in full, Seller shall provide Buyer with Horse's registration papers, if any, and all other documents necessary to transfer registration of the Horse from the Seller to the Buyer.

5. **RISK OF LOSS.**

Upon the Transfer of Possession of the Horse as defined in paragraph 3.2 above, Buyer assumes all risk of loss or injury to Horse.

6. **ASSIGNMENT.**

No party may assign or transfer this Agreement without the prior written consent of the other party.

7. **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.

8. **GOVERNING LAW AND VENUE.**

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.

9. **ENTIRE AGREEMENT.**

All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Agreement which contains the entire agreement between the parties. This Agreement may not be modified or amended in any manner except by an instrument in writing executed by the parties.

10. **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 have executed this Agreement as of the day and year first above written.

SELLER:

BUYER:

Signed: _____

Signed: _____

Name: _____
(printed)

Name: _____
(printed)