

DISCLAIMER

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CASH PURCHASE AGREEMENT SUBJECT TO VET EXAM

1. **PARTIES.**

This Purchase 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) _____

(the “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. **PURCHASE CONTINGENCY.**

4.1 **Veterinary Examination.** Buyer’s obligation to Purchase the Horse is subject to an inspection and written certification by a licensed veterinarian, paid for by the Buyer, that the Horse is in good health and physical condition, fit for the intended purpose or use contemplated by the Buyer and _____.

4.2 **Designated Veterinarian.** The parties agree that the following named veterinarian shall perform the examination:

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- 4.3 **Time to Complete Exam.** From the Effective Date of this Agreement Buyer shall have _____ days to complete the veterinarian examination of the Horse (“Inspection Period”). Failure of the Buyer to complete the examination within the Inspection Period shall constitute a waiver of this contingency which shall obligate Buyer to proceed with payment of the Purchase Price as set forth in this Agreement.

5. **SELLER’S REPRESENTATIONS AND WARRANTIES.**

As of the Effective Date of this Agreement and at Transfer of Possession, the Seller makes the following representations:

- 5.1 To the best of Seller’s knowledge, the Horse is currently in good health and condition.
- 5.2 Seller has provided Buyer with copies of Horse’s vaccination records and other veterinary records in possession of Seller.
- 5.3 **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.**
- 5.4 Seller is the sole owner of Horse and has all authority to enter into this Agreement.
- 5.5 There is no lien or encumbrance on the Horse.
- 5.6 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 Buyer.

6. **RISK OF LOSS.**

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

7. **ASSIGNMENT.**

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

8. **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

9. **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.

10. **ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. This Agreement may not be modified or amended in any manner except by an instrument in writing executed by the parties.

11. **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.

SELLER:

BUYER:

Signed: _____

Signed: _____

Name: _____
(printed)

Name: _____
(printed)