

INSTRUCTIONS IN USING THE SALE/ PURCHASE FORMS

1. GENERAL. These forms were prepared to be comprehensive but cannot address every unique circumstance or situation. In addition, these forms are not state law specific but are general with comprehensive language to assist the parties to the transaction in memorializing their agreement and setting forth their rights and obligations.

THESE FORMS ARE NOT A SUBSTITUTE FOR LEGAL ADVICE. YOU MAY WANT TO CONSULT WITH AN ATTORNEY REGARDING ANY TRANSACTION TO DETERMINE WHETHER THERE ARE ANY LAWS UNIQUE TO YOUR PARTICULAR STATE OR JURISDICTION.

2. COMPLETING THE SALE FORMS.

When preparing the form for the sale of a horse, make sure that the following information is complete and accurate:

1. Name and address of the buyer and seller. If any one of the parties is a legal entity such as an LLC or corporation, make sure that the correct name is included as a party and the signature of the entity is in proper format.
2. Insert the proper amount for the purchase price. If it is an installment sale, ensure that you have discussed the interest and include that in the Agreement if an installment payment.
3. If an installment sale, ensure that you have included a provision for late fees or returned checks. The advantage for this is to further offer incentive to the buyer to timely make his/her payments and also recognizes the administrative cost of following up with late or missed payments.
4. Make sure that the agreement is clear as to when and who is paying for any incidental expenses for the care and maintenance of the horse during the installment. Typically you will want the buyer to assume and pay all these expenses.
5. If the sale of the horse is subject to a veterinary examination, contingencies, make sure the contingencies are spelled out clearly and with a specific time or date for completion of any examination or inspection of the horse.

6. Also, review the representations and warranties set forth by both buyer and seller. Make sure those are accurate at the time of the agreement.
7. Make sure that the parties include their correct and most up to date addresses for purposes of giving notice and for purposes of identifying the location of the horse if the deal is an installment sale.
8. Always ensure that you take the opportunity to ask questions regarding the horse and document the responses received to your questions. It is always best to put everything in writing in your agreement. There is a risk that anything not in the written agreement may not be enforceable.
9. Make sure to include a provision of what law governs the contract and the parties' rights. Typically, you will want the law of the state in which the parties reside to govern the agreement. Also, you will want to include a provision that states that the parties are subject to a certain jurisdiction in the event of a dispute, lawsuit or arbitration over the agreement. If using a seller form insert the name of the State and County where the seller resides.
10. As a seller, make sure that you insist upon a cashier's check or other certified funds. Make sure you receive payment before relinquishing possession of the horse.