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HORSE SALE AGREEMENT
With Earnest Money Deposit

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 Buyer shall pay Seller \$_____ in United States Dollars (“Purchase Price”) for the Horse.

3.2 The Purchase Price shall be paid as follows: Buyer shall pay a non-refundable earnest money deposit of \$_____ Dollars in cash or readily available funds. It is expressly understood by the Buyer that the nonrefundable earnest money deposit will be applied toward the Purchase Price if the Purchase Contingency is satisfied or waived. In the event the contingency is not satisfied, the Seller shall retain the non-refundable earnest money deposit in consideration for Horse being unavailable for sale to another Buyer during the Inspection Period.

3.3. The balance of the Purchase Price shall be paid on the Closing Date. The “Closing Date” shall be defined for purpose of this Agreement as the next business day after the completion of the veterinarian examination or _____ days after the Effective Date of this Agreement, whichever is sooner.

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 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:_____.

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

5. SELLER'S REPRESENTATIONS AND WARRANTIES.

The Seller makes the following representations:

5.1 **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.**

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

5.3. There is no lien or encumbrance on the Horse.

5.4 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.

6. RISK OF LOSS.

6.1. Upon the Closing Date as defined in paragraph 3.3 above, Buyer assumes all risk of loss or injury to Horse.

7. ASSIGNMENT OR TRANSFER.

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

8. ATTORNEYS' FEES.

8.1. 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 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.

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:

Signed: _____

Name: _____

(printed)

BUYER:

Signed: _____

Name: _____

(printed)