

PURCHASE AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____ 20____, between _____, residing at _____ (“Buyer”) and _____, residing at _____ (“Seller”).

For and in consideration of _____ (_____ USD) Seller agrees to sell and Buyer agrees to buy _____ (name), _____ (color), _____ (age), _____ (sex), _____ (breed/reg. number) which is free and clear of all encumbrances.

1. Warranties

- (a) Seller covenants that they are the lawful owner of said horse; that they have the right to sell said horse; and that they will warrant and defend the horse against lawful claims and demands of all persons.
- (b) Seller makes no other promises, express or implied, including the warranties of fitness for a particular purpose unless further provided in this Agreement.
- (c) Seller warrants the following: Horse will be in good health, free of disease and lameness and up to date on all care as of date of purchase.
- (d) Buyer waives any claim for damage should said horse fail to meet the above warranties at the time of sale, unless such defect is discovered within 3 days of completion of sale.

2. Transfer of Ownership

Once Seller has received payment in full, Seller shall transfer ABC papers of the horse at his own expense. Buyer will receive a photo copy of the original registration papers. Seller will send original papers directly to the ABCR with the appropriate transfer sheet and fees.

3. Terms of Payment

Payment of \$_____ (_____ USD) will be paid

(terms of payment).

4. Law

The parties acknowledge that all dealings between them with regard to representations, conditions of sale and terms of payment are hereby merged with the terms of this agreement. The terms of this Agreement shall be governed by the laws of the State of _____, USA.

5. Breach

Either party may nullify this Agreement if the other party breaches a material term of this Agreement. The wronged party may recover reasonable attorney's fees and court costs.

Executed this _____ day of _____, 2018.

SELLER:

SIGNATURE

Name

Address

Phone

BUYER:

SIGNATURE

Name

Address

Phone