

## HORSE PURCHASE AND SALE AGREEMENT

### 1. PARTIES.

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

Name: (" Seller") \_\_\_\_\_.

Address: \_\_\_\_\_.

and

Name: ("Buyer") \_\_\_\_\_.

Address: \_\_\_\_\_.

### 2. THE HORSE PURCHASED.

Description. The Seller agrees to sell, and Purchaser agrees to purchase, the following horse:

Name: ("Horse") \_\_\_\_\_.

Registration Number \_\_\_\_\_.

Color/ Markings \_\_\_\_\_.

Sex \_\_\_\_\_.

Date of Birth \_\_\_\_\_.

Location \_\_\_\_\_.

### 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 execution of this agreement.

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. PURCHASER'S REPRESENTATIONS AND WARRANTIES.**

5.1 PURCHASER WARRANTS THAT S/HE HAS PERSONALLY INSPECTED THE HORSE AND FOUND IT SUITABLE FOR HER PURPOSES.

5.2 PURCHASER WARRANTS THAT S/HE HAS HAD THE OPPORTUNITY TO HAVE THE HORSE INSPECTED BY A VETERINARIAN OF THEIR CHOOSING AND IS SATISFIED THAT THE VETERINARY PRE-PURCHASE EXAMINATION HAS MET ALL OF HER REQUIREMENTS AND SUPPORTS THE PURCHASER'S CONCLUSION THAT THE HORSE IS SUITABLE FOR THEIR PURPOSES.

## **6. 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.

## **7. ASSIGNMENT.**

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

## **8. RIGHT OF FIRST REFUSAL**

8.1 Purchaser agrees that Seller will be notified if Purchaser decides to sell, give away, or transfer ownership of the Horse at any point in the future. Seller will be given first opportunity to purchase the horse at an agreed upon price between Purchaser and Seller. If Seller cannot/will not purchase the horse, the Purchaser shall provide Seller's contact information to any future owners so that Seller may be contacted in the future if the Horse needs to be rehomed.

8.2 Purchaser agrees that they are not a kill buyer or a buyer who has the intent to sell for slaughter, or to an agent of a kill buyer. Purchaser agrees not to transfer the horse to any auction or sale program or facility wherein the horse may be purchased with the intent for slaughter and or meat.

## **9. GOVERNING LAW AND VENUE.**

This Agreement shall be governed by the laws of the State of Missouri. Any legal action commenced to enforce or interpret this Agreement shall be brought in Callaway County, Missouri State. The parties hereto consent to both venue and jurisdiction in Callaway County, Missouri State, and any attempt to pursue legal action in any other state shall be void for lack of jurisdiction in that foreign court.

## **10. 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.

## **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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER: \_\_\_\_\_.

Signature \_\_\_\_\_.

Name Printed \_\_\_\_\_.

Address \_\_\_\_\_.

Email address \_\_\_\_\_.

Phone \_\_\_\_\_.

PURCHASER: \_\_\_\_\_.

Signature \_\_\_\_\_.

Name Printed \_\_\_\_\_.

Address \_\_\_\_\_.

Email address \_\_\_\_\_.

Phone \_\_\_\_\_.