



Horse Sale Agreement

This horse sale agreement (the "Agreement") is dated the ____, of _____, 2020, and is by and between _____ as Seller and _____ as Buyer.

Buyer and Seller agree as follows:

1: Horse: The horse being sold is described as follows:

Name	Age	Sex	Color	Breed	Registration#
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2: Price: The price for the horse is \$_____ U.S. Dollars and is to be paid as follows:

3: Security Interest: Buyer grants Seller a security interest in the horse to the extent of any unpaid principal and interest of the sale price. Buyer agrees not to encumber, transfer or sell the horse until the sale price is paid in full.

4: Registration Certificate and Bill of Sale: Title and registration shall not be construed as passing to Buyer until the sale price is paid in full. After full payment of the sale price, Seller shall initiate the request for transfer, pay any transfer fee and deliver or cause to be delivered to Buyer and appropriate Registration Certificate for the horse. Seller shall provide a bill of sale at the time Buyer takes possession of the horse.

5: Default: Buyer agrees after any payment of the sale price is five (5) days late, Seller may declare the entire unpaid sale price, including any accrued interest, immediately due and owing. Upon written notice from Seller of the amount due and owing, Buyer will pay such amount within five (5) calendar days from the date the written notice is delivered or attempted to be delivered to Buyer's address or Buyer agrees Seller is entitled to possession of the horse and all other rights and remedies legally allowed or permitted to Seller. Seller may take such actions as it deems necessary for the care, protection and preservation of the horse. Buyer agrees to pay all of Seller's costs and expenses incurred in obtaining possession, caring for and transporting the horse to Seller's horse facilities after Buyer's default.

6: Buyer Accepts Horse As Is: Buyer acknowledges that Buyer has had reasonable opportunity to inspect the horse and to obtain a veterinarian inspection. Seller makes NO WARRANTIES, EXPRESS OR IMPLIED about the horse. Buyer accepts the horse AS IS at the time Buyer takes possession of the horse.

7: Buyer's Warranty to Seller: Buyer warrants that the horse is purchased for business or commercial purposes.

8: Entire Agreement: This is the entire agreement between the parties. Any modification must be in writing, dated and signed by both parties.

9: Attorney's Fees and Expenses: If the parties have a dispute regarding the provisions of the agreement, the prevailing party is entitled to its attorney's fees and all of its litigation, arbitration and mediation expenses from the other party.

10: Time and Applicable Law: Time is of the essences for this agreement. This agreement shall be governed by the laws of the state of _____.

11: Legal Forums: Buyer and seller agree that any lawsuit by either of them against the other shall be filed in the State or Federal courts located in _____, and Buyer consents to the jurisdiction of any such court.

12: Horse Name: Buyer is permitted to change name of horse (referenced in Section 1), however MUST keep the breeding initials.

13: Addresses: The parties' addresses for delivery of notice are set forth hereafter above their signatures.

Buyer(s) Name

Buyer(s) Address

Buyer(s) Telephone Number

By: _____
Buyer(s) Signature and office if signing as officer

Seller(s) Name

Seller(s) Address

Seller(s) Telephone Number

By: _____
As Agent for Seller