

**SALES AGREEMENT**

\_\_\_\_\_ of \_\_\_\_\_ (the "Seller") in consideration of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars (the "Purchase Price") paid by \_\_\_\_\_ of \_\_\_\_\_ (the "Buyer") do hereby grant, sell, transfer and deliver unto said Buyer all of Seller's ownership fee including all present and future rights, title and interest in and to a horse known as \_\_\_\_\_, a \_\_\_\_\_ (the "Horse"), "as is".

The horse is identified as follow:

<b>Age:</b>	
<b>Height:</b>	
<b>Color:</b>	
<b>Markings:</b>	
<b>Tattoo Number:</b>	
<b>Microchip Number:</b>	

- 1) Buyer has had the opportunity to conduct a Pre-Purchase Exam on the Horse.
- 2) Seller makes no warranties or guarantees whatsoever as to the soundness, suitability, health or usefulness of the Horse. Seller makes no warranties, either express or implied, including but not limited to any implied warranty of merchantability or fitness for any purpose. The purchase of the Horse is subject to the terms and conditions of an "as is" sale.
- 3) Buyer states that he/she is not a kill buyer or buyer who purchases the Horse with the intent to slaughter, or an agent to a kill buyer, and Buyer agrees not to transfer the Horse to any auction or sale program or facility wherein the Horse may be purchased for slaughter and/or meat. In the event that Buyer breaches this clause, Buyer agrees to pay to Seller the amount of \_\_\_\_\_ (\$\_\_\_\_\_) dollars (the "Damages").
- 4) Buyer agrees to give Seller the first right of refusal to purchase the Horse if Buyer offers the Horse for sale at any time in the future. Buyer agrees to notify Seller of Buyer's intent to sell and the Seller shall then have seven (7) days from receipt of notice to either accept or decline to purchase the Horse. In the event that Buyer breaches this clause, Buyer agrees to pay to Seller the amount of \_\_\_\_\_ (\$\_\_\_\_\_) dollars (the

"Damages").

5) If Seller declines the right of first refusal, Buyer agrees to require the following two agreements from any other Buyers as a condition on any future sale of the Horse:

a) Buyer agrees to give

\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ (the "Original Owner") the right of first refusal to purchase the Horse if Buyer offers the Horse for sale at any time in the future. Buyer agrees to notify the Original Owner of Buyer's intent to sell the Horse. Original Owner shall then have seven (7) days from receipt of notice to either accept or decline to purchase the Horse. In the event that Buyer breaches this clause, Buyer agrees to pay to Original Owner the amount equivalent to the Purchase Price of the Horse, as damages. (the "Damages"). "

b) Buyer states that he/she is not a kill buyer or buyer who purchases the Horse with the intent to slaughter, or an agent to a kill buyer, and Buyer agrees not to transfer the Horse to any auction or sale program or facility wherein the Horse may be purchased for slaughter and/or meat. In the event that Buyer breaches this clause, Buyer agrees to pay to Original Owner the amount equivalent to the Purchase Price of the Horse, as damages (the "Damages").

This Sales Agreement shall bind and inure to the benefit of the Seller and Buyer and their respective successors and assigns and legal or personal representatives.

This constitutes the entire agreement of the parties.

This Sales Agreement shall be governed and construed and interpreted under the laws of \_\_\_\_\_ (State). Any terms or clause in this contract which may be deemed unenforceable shall not render the whole and entirety of the contract unenforceable and invalid.

This Sales Agreement has been duly executed, signed and sealed by the Seller and Buyer on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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Seller:



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Buyer:

Witness: