



EQUINE TRAINING, BOARDING AND EVENT FACILITY

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 tender of delivery of the Horse to the Buyer.
- 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 BUY 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 HORSE INSPECTED BY A VETERINARIAN OF HIS/HER 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 HIS/HER 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.



EQUINE TRAINING, BOARDING AND EVENT FACILITY

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

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 Oregon. Any legal action commenced to enforce or interpret this Agreement shall be brought in Umatilla County, Oregon. The parties hereto consent to both venue and jurisdiction in Umatilla County, Oregon, 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 _____