

Equine Sales Agreement

1. PARTIES

This Sale Agreement (the "Agreement") is being entered into on this ____ day of _____ (the "Effective Date") by _____ (Buyer) and _____ (Seller). "Closing Date" to be determined.

2. THE HORSE PURCHASED

This sales agreement provides for the legal transfer of ownership of the following horse:

Name: _____

Registration # (if any): _____

Sex: _____

Breed: _____

Height: _____

Color/Markings _____

Date of Birth: _____

3. PURCHASE PRICE

Seller agrees to sell and buyer agrees to buy the above described horse for the total sum of _____ dollars. The Purchase Price shall be paid in cash or other certified funds upon tender of delivery of the Horse to the Buyer.

Purchase Price shall be paid as follows: Buyer shall pay an earnest money deposit of _____ dollars in cash or readily available funds by electronic transfer. It is expressly understood by the Buyer that the earnest money deposit will be applied toward the Purchase Price if the Purchase Contingency is satisfied or waived. In the event the contingency is not satisfied, the Seller shall retain the earnest money deposit in consideration for Horse being unavailable for sale to another buyer during the Inspection Period.

The balance of the Purchase Price in the sum of _____ shall be paid by the Buyer on the Closing Date.

4. SELLER'S REPRESENTATIONS AND WARRANTIES

The Seller makes the following representations:

SELLER MAKES NO WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OR HEALTH FOR A PARTICULAR PURPOSE. THE PURCHASE OF THIS HORSE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN "AS IS" SALE.

SELLER IS THE SOLE OWNER OF HORSE AND HAS AUTHORITY TO ENTER INTO THIS AGREEMENT.

THERE IS NO LIEN OR ENCUMBRANCE ON THE HORSE.

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. RISK OF LOSS

Upon the Transfer of Possession of the Horse as defined above, Buyer assumes all risk of loss or injury to Horse.

6. ASSIGNMENT

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

7. ATTORNEYS' FEES

In the event that a suit or arbitration is brought under or in connection with this Agreement or to enforce the Agreement, the selling party shall be entitled to recover from the buying 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.

8. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the Province of Ontario. Any legal action commenced to enforce or interpret this Agreement shall be brought into provincial or federal courts within the appropriate jurisdiction, located in Ontario, Canada. The parties must both consent to venue and jurisdiction.

9. 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.

10. 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 written above.

The agreement shall be construed in accordance with and shall be governed by the laws of the Province of Ontario. Any legal action must be pursued in the city of Ottawa Ontario.

Buyers Name:

Seller Name:

Buyers Address:

City: _____

Province: _____

Postal Code: _____

Phone Number: _____

Address:

City: _____

Province: _____

Postal Code: _____

Phone Number: _____

_____ / / _____

Buyer's Signature Date

_____ / / _____

Seller's Signature Date