



Agreement of Purchase and Sale

This Agreement is being entered into by;

Vendor

Purchaser

Name: _____

Name: _____

Address: _____

Address: _____

Phone #: _____

Phone #: _____

1. Sale Agreement.

1.1 Vendor agrees to sell to Purchaser and Purchaser agrees to buy from Vendor the horse described in section 2.1.

1.2 The Vendor warrants s/he has clear title to the Horse.

1.3 The Purchaser acknowledges the Vendor has handed over the Horse's registration paper (or ownership papers).

1.4 The Purchaser hereby agrees to purchase the Horse from the Vendor for \$ _____.

1.5 The Vendor has used "the Agent" to assist in selling the Horse and will pay the Agent a commission of 10 % (\$ _____) from the proceeds of sale.

2. Horse

2.1 The Agreement will apply to the following horse:

Registered name of horse: _____

Color and markings: _____

Breed: _____

Registration No.: _____

Tattoo, Brand: _____

Sex: _____

Year horse was foaled: _____

Horse has passport: (check one) yes no Passport #: _____

Horse has an embedded microchip: (check one) yes no Microchip #: _____



2.2 Horse's Physical Condition (Check as applicable)

Vendor makes no representations or warranties to Purchaser regarding Horse's physical condition.

To Purchaser actual knowledge, except as noted below and as may be noted in any veterinary records related to Purchasers pursuant to Section 2.3. Horse is currently sound and in good physical condition as of the date of the Agreement.

Exceptions: _____

2.3 Veterinary Records (Check all that apply)

Horse has not been treated or examined by a veterinarian while owned by the Vendor.

Horse has been treated or examined by a veterinarian while owned by the Vendor and:

Vendor has provided Purchaser with a copy of all veterinarian records for Horse in Vendor's possession.

Vendor has provided Purchaser with a copy of some veterinarian records for horse but such records are incomplete.

Vendor has not provided Purchaser with a copy of any veterinarian records for horse.

The following veterinarian (s) has treated the Horse during the time the Vendor has owned the Horse, and Vendor authorizes such veterinarian(s) to release all records and information concerning the Horse to the Purchaser.

Name of Clinic: _____ Name of Vet: _____

Street address: _____ City, Province, Postal Code: _____

Phone #: _____ Email: _____

Name of Clinic: _____ Name of Vet: _____

Street address: _____ City, Province, Postal Code: _____

Phone #: _____ Email: _____

Name of Clinic: _____ Name of Vet: _____

Street address: _____ City, Province, Postal Code: _____

Phone #: _____ Email: _____



IF THE PURCHASER DOES NOT OBTAIN ALL VETERINARY RECORDS FOR THE HORSE PRIOR TO PURCHASE, PURCHASER ASSUMES THE RISK THAT SUCH VETERINARY RECORDS MAY CONTAIN INFORMATION MATERIAL TO PURCHASER'S PURCHASE DECISION. INCLUDING BUT NOT LIMITED TO RECORDS OF PAST LAMNESS OR ILLNESS.

2.4 Vet Check Option

Prior to entering into the Agreement, Vendor strongly recommends the Purchaser have an independent equine veterinarian examine the Horse and advise Purchasers of Horse's health, soundness and fitness for Purchasers intended use. All such examinations shall be performed at Purchaser's expense, regardless of outcome, if the Purchaser chooses not to obtain a veterinary examination of the Horse prior to entering this Agreement, Purchaser understands that the Horse may have health or soundness issues that are not apparent, and Purchaser agrees to assume such risk.

3. Payment

The purchase is for cash and Purchaser agrees to pay \$_____ on or before the ___ day of _____, 20___. Vendor agrees to stable and care for the horse until the ___ day of _____, 20__ at the expense of the Vendor. The Purchaser is to move or have moved the horse on or before the date listed above. If said horse is not moved by the date above, Purchaser agrees to pay Vendor \$_____ per day for the continued care of the horse. Vendor is responsible for all transportation arrangements and expenses.

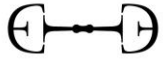
4. No Kill Buyer

Purchaser 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 Purchaser 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.

5. First Right of Refusal

If the Purchaser should at anytime in the future decide to sell or rehome the Horse, the Vendor will be the first to be notified and given the first right of refusal. The Vendor will have seven (7) days from the receipt of notice to either accept or decline notice to purchase horse.

6. Additional Information



ELITE

EQUESTRIAN

Dated at _____ (Province) this __ day of _____, 20__

Vendor

Purchaser