

This contract is taken into between : _____ located at
_____ phone number
_____ email _____ As well as
all partners, associates, beneficiaries and agents hereinafter known as SELLER.

And

_____ located at _____
_____ phone number _____ email _____
As well as all partners, associates, beneficiaries and agents hereinafter known as BUYER

for the purchase and sale of the below described horse on the following terms and conditions.

Name: _____
Breed: _____ reg #: _____
Sire: _____ dam: _____
Sex: _____ Color: _____ Markings: _____

- 1) SELLER is the owner of HORSE and has all legal rights to sell HORSE.
- 2) BUYER agrees to buy and SELLER agrees to sell HORSE
- 3) BUYER has inspected HORSE and HORSE meets with BUYERS approval. BUYER has been given the opportunity to speak with a lawyer regarding this contract and its contents. BUYER has been given the opportunity to have HORSE inspected by a licence veterinarian. All cost incurred for pre purchase and health certificates are the sole responsibility of BUYER regardless if the horse passes said exam with BUYERS approval.
- 4) Horse is sold to BUYER for the purchase price of \$ _____ payable as \$ _____ down and \$ _____ per month payable on the _____ of every month beginning 30 days after the deposit payment.
- 5) Once deposit is paid BUYER may move horse from SELLERS possession. Horse must reside during payment terms at _____.
SELLER must be notified and approve any move from that location.
- 6) BUYER is entitled to a 5 day grace period. After the 5th day, a \$25 late fee applies, plus \$5 a day late fee beginning on the 7th late day. A \$50 bounced check fee is applied to all returned checks, and the late fee will also apply. All late fees and returned check fees are added to the

purchase price of HORSE. These fees are subject to change upon a written 30 day notice from SELLER.

7) BUYER has _____ months to completely fulfill their monetary obligation to SELLER including all late fees and bounced check fees. If the last payment, paying in full is not received by _____ BUYER has defaulted on this contract.

8) If BUYER should default in anyway on this contract SELLER may repossess HORSE with no notice, retaining all moneys paid, and this contract becomes null and void. BUYER must keep horse available for repossession and free from any and all liens or contracts.

9) BUYER will obtain and maintain insurance on horse for the amount of \$_____ payable to SELLER.

10) Should the horse no longer be fit for use BUYER is still obligated to fulfill obligation to SELLER. If the horse becomes unfit for use and SELLER must repossess the horse due to non payment, the remainder of payments become due and must still be paid. If these payments are not paid SELLER has the right to put a hold and Lien on BUYERS possessions for the sum of the remaining payments.

11) All veterinary, farrier, board, and other cost are the sole responsibility of BUYER.

12) SELLER is held blameless and not responsible for any death, disease, injury, to HORSE, BUYER or any other person coming in contact with HORSE.

13) Horse will be given adequate food and water, and kept in a good state of health.

14) Any legal proceedings arising from this contract will be held in Sacramento County , California.

15) Signing this contract also give SELLER permission to use BUYERS name, and or photos of BUYER for advertisement purposes.

16) Should BUYER want to sell HORSE, SELLER will get first choice to buy back HORSE at current market value.

17) BUYER will not sell HORSE at any livestock or horse auction house.

BUYER

SELLER