

Purchase Agreement

This agreement is made between _____, residing at _____
 _____ (Buyer) and _____
 residing at _____ (Seller) for the
 purchase described below :

Name: _____

Sex: _____

Date of Birth: _____

Breed: _____

Registration #: _____

Color: _____

Microship #: _____

1. Purchase Price

For the total sum of \$_____. Seller agrees to sell and Buyer agree to buy said horse based on the terms to follow.

2. Payment Terms

The Buyer agrees to pay \$_____ as a deposit on _____ and the balance due of \$_____ on _____

3. Warranties

- Seller covenants that he/she is the lawful owner of said ; that he/she has the right to sell said horse ; and that he/she will warrant and defend the horse against lawful claims and demands of all persons.
- Seller makes no other promises, express or implied, including the warranties of fitness for a particular purpose unless further provided in this agreement.
- Seller warrants the following : _____

- Buyer waives any claim for damage should said horse fail to meet the above warranties at the time of delivery, unless such defect is discovered within _____ days from delivery to Buyer.

4. Transfer of Ownership

Once Seller has received payment in full, Seller shall transfer all owner and registration papers of the horse at his own expense to the Buyer.

5. Risk of Loss

Seller assumes all risk of the loss until the Buyer takes delivery or until the Buyer begins transfer of the horse, whichever comes first.

6. Governing Law

The terms of this Agreement shall be governed by the laws of the province of _____.

7. Breach

Either party may nullify this Agreement if the other party breaches a material term of this agreement. The wronged party may recover reasonable attorney's fees and court costs.

8. Entire Agreement

This constitutes the entire Agreement between the parties. Any modifications or additions MUST be in writing and signed by all parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties.

Executed this _____ day of _____ (month),
 _____ (year).

SELLER:

X _____
 Signature

Address :

BUYER:

X _____
 Signature

Address :

