

AU-AGReqc03

Horse sale agreement: buyer's version

Date of agreement: [date]

Seller name and address: [address]

Seller telephone: [number]

Buyer name and address: [address]

Buyer telephone: [number]

It is now agreed as follows:

1. The Seller agrees to sell, and the Buyer agrees to buy the horse / pony ("the Horse") / ("the Pony"):

1.1. Name: []

1.2. ID card number: []

1.3. ID card issuer: []

1.4. ID card issue date (if any) []

1.5. "Price" at which now sold: []

1.6. Present location of horse (full address) []

2. The Buyer agrees to pay to the Seller and the Seller agrees to accept the Price, [receipt of which the Seller now acknowledges].

3. After the transaction has been agreed:

3.1. until collection by the Buyer, the Seller is under no obligation to keep the Horse in any way differently

;

3.2. on collection by the Buyer the Horse shall be made available from a loose box with easy access by a motorised vehicle and shall

;

3.3. the Seller is not obliged to assist the Buyer in

.

4. The Seller warrants that, except as disclosed in Schedule 1:
- 4.1. he is the sole owner ;
- 4.2. The ID card referred 1 ;
- 4.3. The horse is sound in heart, ;
- 4.4. If, and only if, the 2003 - ;
- 4.5. apart from routine treatments compulsory in the Commonwealth of Australia, the Horse has been , ;
- 4.6. The Horse ;
- 4.7. The Horse has not at any time suffered any , ;
- 4.8. the Horse has no "vice" , ;
- 4.9. the Horse will enter a ;
- 4.10. the Horse is quiet to shoe and clip;
- 4.11. the Horse does ;
- 4.12. The Horse will not ;
- 4.13. A veterinary surgeon or other properly qualified person has attended to , ;

4.14. The Horse has no fault, habit or disposition which

1 ;

4.15. Apart from routine or precautionary treatment, the Horse has

(
)

[24]

5. [Brood mares only]

5.1. The Seller certifies

[].

5.2. The certificate of service

2 .

5.3. The sale includes an assignment

5.4. The sale may be cancelled at the discretion

, :

5.4.1 Within seven days of today, the Buy shall

5.4.2 The Buyer shall forthwith give notice of

5.4.3 The Seller shall -

5.4.4 The Price shall be repaid -

5.4.5 The Seller shall pay to

:

5.4.5.1 transport.

5.4.5.2 maintenance of the mare.

5.4.5.3 interest on the Price at the rate [8]%

6. [Drug tests only]

6.1. The sale may be cancelled at the discretion of the Buyer if a

- - (“
”), :
6.1.1 ,

,
6.1.2

.
6.1.3 -
.

6.1.4
-
.

6.1.5
,
,
,
.

7. Completion of documents

7.1. , 2
/
/

7.2.

- 1 .

- 8.** The record of achievement of the Horse and details of relevant points, qualifications and disqualifications (if any) are as fully described in Schedule 3.

9. Miscellaneous matters

9.1. -
;

9.2.

9.3. -

9.4.

9.5. ,

[].

[] .

9.6.

,

.

Signed by the parties

Buyer

Signature

Seller

Signature

Schedule 1 - disclosures relating to treatments, diseases, conditions and physical damage

Treatments

Diseases

Conditions and physical damage

Schedule 2 - documents to be handed over

ID card as described in paragraph 1

Certificate of entry in the stud book named above

/ [] []
[] []

Registration etc, etc

Schedule 3 - list of achievements

etc, etc.

Explanatory notes:

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General notes

1. This agreement is designed to cover both low and high value transactions. What may be suitable for an animal worth \$50,000 may be excessive for one worth \$500. There are no governmental regulations with which you need to
2. Remember to use the registered name of
3. Transactions with horses and ponies tend to be badly recorded and frequently result in litigation as a result. You are
4. We advise that a Buyer sends a copy of this agreement to the Seller in advance of the sale, so as to avoid any dispute

Paragraph specific notes

Notes referring to specific numbered paragraphs

- 3 The agreement is designed on the assumption that the Buyer pays cash on collection. This paragraph however, provides an option for a situation where the Seller retains the Horse until payment at a later date. It may be used for example when the Buyer may have travelled some distance and not brought transport with him.
- 4 The warranties favour the Buyer. The way to deal with warranties is not for any to be deleted, but rather for them to be “qualified” by declaring the problems in the first Schedule, by listing them and setting out the details of any departures from the warranties as given. The Seller will not then be liable for any disclosed problems because the Buyer has bought with full knowledge. **We repeat, it is not necessary to delete a warranty, but for the**

seller to qualify it by setting out in the schedule any matter which might contravene it.

7.2 If there is a ,

.

End of notes