

AU-AGReqc04

## **Horse sale agreement: seller'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.** This agreement is the entire agreement between the parties and the Buyer does not rely on anything else said or written.
  
- 3.** The Buyer agrees to pay to the Seller and the Seller agrees to accept the Price, [receipt of which the Seller now acknowledges].
  
- 4.** After the transaction has been agreed:
  - 4.1. [Delete this sub-para if payment is in cash and the Horse is to be moved immediately] the Horse shall remain in the possession of the Seller but

- 4.2. title to the Horse
- 4.3. if the Buyer fails to pay the [balance of the] [ ]
- 4.4. if the Buyer pays the Price but fails to collect the horse within [number] days,
- 4.5. until collection by the Buyer, the Seller is ;
- 4.6. the Seller is not

**5.** If the Buyer's cheque is not met on presentation, the Seller, at his option, may either:

- 5.1. avoid the contract, whereupon \$[ ]
- 5.2. obtain specific performance of the contract, together with all costs \$[ ].

**6.** Seller warrants that, except as disclosed in Schedule 1:

- 6.1. he is the sole owner ;
- 6.2. the ID card referred 1
- 6.3. The horse is sound in heart,

OR

- 6.4. the Horse ;
- 6.5. If, and only if, the 2003
- 6.6. apart from routine treatments compulsory in the Commonwealth of Australia, the Horse has been
- 6.7. The Horse .
- 6.8. The Horse has not at any time suffered any ,
- 6.9. the Horse is quiet to shoe and clip;
- 6.10. A veterinary surgeon or other properly qualified person has attended to
- 6.11. Apart from routine or precautionary treatment, the Horse has ( ) [ 12 ]

## 7. [Brood mares only]

- 7.1. The Seller certifies [ ].
- 7.2. The certificate of service 2 .
- 7.3. The sale includes an assignment
- 7.4. The sale may be cancelled at the discretion

7.4.1 Within seven days of today, the Buy shall

7.4.2 The Buyer shall forthwith give notice of

7.4.3 The Seller shall -

7.4.4 The Price shall be repaid -

## 8. [Drug tests only]

8.1.

(“ ”),

8.1.1 ,

8.1.2 ,

8.1.3 -

8.1.4 -

8.1.5 ,

**9.** Completion of documents: at delivery of the Horse, the Seller will hand to the Buyer the documents listed in Schedule 2 and undertakes to do whatever is necessary to effect the transfer of the ID card / and registered particulars as soon as possible and in any event within four weeks of today.

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

## **11. Miscellaneous matters**

11.1. -

;

11.2. ( ) -

11.3. -

11.4.

11.5. ,

[ ].

[ ] .

11.6.

**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 (ID card or stud book)
3. Transactions with horses and ponies tend to be badly recorded and frequently result in litigation as a result. You are
4. The Seller should always insist on cash if possible. Once the payment has been

## Paragraph specific notes

### Notes referring to specific numbered paragraphs

- 4 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.
- 5 Bouncing cheques can be a major annoyance, but this provision penalises the Buyer heavily.
- 6 The warranties favour the Buyer. The seller may wish to delete most or all.  
  
The way to deal with warranties is not for any to be deleted, but rather for them to be “qualified” by

•  
• ,  
•

**End of notes**