

CA-AGReqc04

Horse sale agreement: seller's version

Date of agreement: [Date]
Seller name and address: [Name] [address]
Seller telephone [Number]
Buyer name and address: [Name] [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 (“
”) / (“
”):
 - 1.1. Name:
 - 1.2. Passport number:
 - 1.3. Passport issuer:
 - 1.4. Passport 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
3. The Buyer agrees to pay to the Seller and the Seller agrees to accept the Price, [
].
4. After the transaction has been agreed:
 - 4.1. *[Delete this sub-paragraph if payment is in cash and the Horse is to be moved immediately]* the Horse shall remain in the possession of the Seller but at
 - 4.2. title to the Horse remains with the Seller until he
 - 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

5.1. avoid the contract, whereupon

\$()

5.2. obtain specific performance of the contract, together with all costs

\$().

6. Seller warrants 1 :

6.1. he is the sole owner

;

6.2. the passport referred 1

6.3. [The horse is sound in heart,](#)

[OR](#)

6.4. [the Horse](#) ;

6.5. If, and only if,

6.6. apart from routine treatments compulsory in Canada, the Horse has been treated with

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

- - (“
”), :

8.1.1. Within seven days of today, the Buyer shall have obtained a certificate from a

8.1.2.

8.1.3.

8.1.4.

8.1.5.

9.

2

10.

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

Passport as described in paragraph 1

Certificate of entry in the stud book named above

/ [] []

Certificate of service to [name stallion] dated

Registration etc, etc

Schedule 3 - list of achievements

etc, etc

Explanatory notes:

Horse sale agreement: seller's version

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 (passport)
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
- 5 Bouncing
- 6 The

The way to deal with warranties is not for any to be deleted, but rather for them to be “qualified” by

•
• ,
•

End of notes