

NZ-AGReqc03

Horse sale agreement: buyer'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. The Buyer agrees to pay to the Seller and the Seller agrees to accept the Price, [
].
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 , 1 :
 - 4.1. he is the sole owner
;

- 4.2. the Passport referred 1
- 4.3. The horse is sound in heart,
- 4.4. If, and only if,
- 4.5. apart from routine treatments compulsory in New Zealand, the Horse has been treated
- 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. Within seven days of today, the Buyer shall have obtained a
certificate from a

6.1.2.

6.1.3.

6.1.4.

6.1.5.

7. Completion of documents

7.1.

2

/

7.2.

- 1 .

8.

, ()
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

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:

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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 \$5000. There are no governmental regulations with which you need to
2. Remember to use the
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
- 4 The warranties favour the Buyer. The way to deal with warranties is not for any to be deleted, but rather for them

7.2 If there is a

End of notes