

S A L E : TERMS/CONDITIONS

When you select and decide on a horse and intend to make an offer to buy, here are the steps that together we will follow, all calculated so that you buy with confidence and deliberation.

1. Intent to Purchase Agreement.
2. Purchase Agreement.
3. A Bill of Sale

I. INTENT TO PURCHASE AGREEMENT

This phase commences the selection of the horse from the herd offered to the prospect for consideration. It includes the following terms and conditions of sale:

1. A pre-purchase examination of the horse by the buyer's vet regarding the suitability of the horse for the purposes intended.
2. 10 days for trial and examination of the horse are allotted to this period, upon termination of which, the Purchase Agreement automatically kicks in to the closing date of sale.
3. 10% of the agreed upon price is to be paid to Seller as a good faith deposit for the horse to be purchased.
4. Buyers' failure to follow through and execute within 14 days (of the letter of Intent), the Purchase Agreement, as herein stipulated, forfeits the 10% good faith deposit. And thereupon, all terms and conditions of this agreement are invalidated and the Sale become nil and void.

II. PURCHASE AGREEMENT

This AGREEMENT is made between

_____ ("Buyer"), residing
at _____ and
_____ ("Seller"), residing at
_____ for the purchase described

below:

AHA Registration Certificate Number: _____

Breed of Horse: _____

Date Of Birth: _____

Color: _____

Sex: _____

III. B I L L O F S A L E

I, _____, RESIDING AT _____
_____, IN CONSIDERATION OF _____
_____, HEREBY PAID TO ME

BY _____,
RESIDING AT _____, SELL TO

_____ THE FOLLOWING DESCRIBED HORSE:

NAME: _____ AHA # _____

D.O.BIRTH: _____

COLOR _____

SEX _____

I hereby covenant that I am the lawful owner of the horse; that I have the right to sell the horse; And that I will warrant and defend said horse against lawful claims and demands of all persons.

Executed this _____ day of _____, _____ (date),
Under the laws of the state of Texas.

Signature of
Seller: _____

1. Purchase Price: For the total sum of \$ _____, Seller agrees to sell and Buyer agrees to buy said horse based on the terms to follow:

2. Payment Terms: The Buyer agrees to pay \$ _____, as a deposit on the execution of this Agreement and the balance due of \$ _____ on the day of delivery, no more than 14 days from the date of executing the letter of INTENT to purchase.

3. Warranties:

a) Seller covenants that he is the lawful owner of said horse; that he has the right to sell said horse; and that he will warrant and defend the horse against lawful claims and demands of all persons.

b) Seller makes no other promises, expressed or implied, including the warranties of fitness for a particular purpose unless further provided in this Agreement.

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

5. Governing Law: The terms of this Agreement shall be governed by the laws of the State of Texas. Any legal action must be brought in the county of Hays.

6. Arbitration: The parties to this Agreement mutually agree that any and all disputes arising in connection with this Agreement shall be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in the county of Hays in the State of Texas.

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.

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: _____

BUYER: _____

Address _____

Address _____

Phone _____

Phone _____

Email _____

Email _____

Witness _____

Witness _____

Address _____

Address _____

Phone _____

Phone _____