



Horse and Pony Training and Sales
Santa Fe County, NM
Joslyn Pretz
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HORSE PURCHASE CONTRACT

1. PARTIES:

Seller:

Name: _____

and/or _____

Address: _____

City/State/Zip _____

County: _____

First Phone: _____

Second Phone: _____

Buyer:

Name: _____

and/or _____

Address: _____

City/State/Zip _____

County: _____

First Phone: _____

Second Phone: _____

2. HORSE PURCHASED: The Seller hereby agrees to sell and the Buyer hereby agrees to purchase, upon the terms and conditions set forth, the following described horse, hereinafter referred to as "the horse."

Horse's Registered Name: _____

Reg#: _____

Horse's Barn Name: _____

Sex: _____

Registered with: _____

Breed: _____

Color and Markings: _____

Foaling Date: _____

Sire Name: _____

Dam Name: _____

3. BILL OF SALE: This bill of sale is executed this ___ day of _____, 20___. The Seller hereby transfers to Buyer all right, title and interest in the horse in accordance with the laws of Maryland and subject to the following conditions:

4. PURCHASE PRICE: The total purchase price for the above described horse is _____payable according to the following terms:

- A) Full payment in the form of cash, certified check or cashier's check is due before horse is removed from its current farm.
- B) Once the Seller receives full payment, the horse and registration papers for the horse will be immediately transferred to the Buyer.

5. WARRANTY OF PEDIGREE AND REGISTRATION: The Seller warrants the description and registration of the horse stated above.

6. EXPRESS WARRANTIES: The Buyer accepts the horse with only those warranties set forth herein and subject to any and all faults or defects to the horse that may now exist or subsequently appear. There are no other expressed or implied warranties extended to the Buyer, nor are there any warranties extended, either expressed or implied, for fitness of the horse for any particular purpose.

7. INJURY LIABILITY: The Buyer understands that horses, horseback riding and equestrian activities carry inherent risks of injury, damage or death, and that purchase of the horse herein includes these risks. The Buyer knowingly assumes the risks, known and unknown, of all activities on and around the horse from this time forth. The Buyer agrees to the following:

- A) The Buyer is and will be responsible and liable for any and all injuries including, but not limited to physical injury, economic or pecuniary injury, death, mental or emotional injury and property damage arising from, related to, based upon, or attributable to the horse or the Seller.
- B) The Buyer waives, discharges and releases the Seller from any claim that may now or hereinafter arise for any injury including but not limited to physical injury, economic or pecuniary injury, death, mental or emotional injury and property damage arising from, related to, based upon, or attributable to the horse or the Seller.
- C) The Buyer agrees that the Seller has been honest in representing the horse to the best of the Seller's knowledge. The Buyer acknowledges that this horse is young, inexperienced, energetic and green and may pose a danger to the Buyer and other individuals working with and around the horse. The Buyer assumes all responsibility for the horse's actions from this time forth, releasing all liability from the Seller.

8. BUYER JOINT LIABILITY: All parties signing as buyer are jointly and severally liable for all obligations hereunder.

9. ACCEPTANCE, NOTICE OF CLAIMS AND LIMITATION OF REMEDIES, AND RISK OF LOSS: The Buyer accepts the horse by signing this contract and the risk of loss passes immediately. The Buyer is responsible for all board, veterinary and transportation expenses after the date indicated on this form.

10. BUYER'S WARRANTIES: The Buyer shall hereafter provide adequate feed, shelter, worming, vaccinations, veterinary care and farrier care for the horse. The Buyer shall be responsible for all sales, transaction privilege and other taxes that may be imposed as a result of this transaction.

11. APPLICABLE LAW, JURISDICTION AND ATTORNEY'S FEES: This contract shall be construed and governed by the laws of Maryland. At the option of the Seller, jurisdiction and venue for any dispute arising under or in relation to this contract shall be only in the county and state identified above. In the event a lawsuit is brought forth with respect to breach of contract by the Buyer, and the Seller engages an attorney, the Seller should be entitled to collect reasonable attorney's fees from the Buyer.

12. NOTICES: All notices, requests and consents required or permitted by this contract or for any other purpose shall be in writing, signed and delivered to the appropriate address specified above, or another address of which the sender has been given written notice by certified mail.

14. ENTIRE AGREEMENT AND SEVERABILITY: This contract contains the entire understanding of the parties concerning its subject matter; there are no additional oral or written promises or representations upon which the Buyer is relying except as expressly set forth herein. This contract may be modified only in writing executed by both Buyer and Seller.

Dated this _____ day of _____, 20__ in _____, _____.

SELLER: _____

SELLER: _____

BUYER: _____

BUYER: _____