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## LEXLIN GYPSY RANCH SALES AGREEMENT

Sale Agreement, dated the date set forth below (the "Agreement") among: LexLin Gypsy Ranch ("Seller") and the Buyer ("Buyer") identified as: \_\_\_\_\_

Whereas the Seller owns the horse identified below ("Horse"); and whereas the Seller wishes to sell the Horse to the Buyer and the Buyer wishes to purchase the Horse from the Seller for the price and upon the terms and subject to the conditions set forth herein;

### Description of Horse

- a. Name: \_\_\_\_\_
- b. Color: \_\_\_\_\_
- c. Breed: \_\_\_\_\_
- d. Sex: \_\_\_\_\_
- e. DOB: \_\_\_\_\_

### Consideration

In consideration of the total sum of \$ \_\_\_\_\_, Seller agrees to sell and Buyer agrees to purchase the Horse on the terms and conditions further set forth herein. Buyer hereby purchases from the Seller without representation or warranty by the Sellers except to title to the Horse, all of the Seller's right, title and interest in and to the Horse.

### Payment Terms

Buyer shall pay Seller a deposit of \$ \_\_\_\_\_ and the balance of \$ \_\_\_\_\_ will be due within \_\_\_\_\_ days from execution of this contract or \_\_\_\_\_

### Removal of Horse

Buyer has 30 days to take possession of the horse. If transportation cannot be arranged before 15 days board will be assessed at \$600 per month. If the horse remains at Seller's facility longer than 30 days, and full payment has not been made, the Seller shall consider the horse abandoned, and may dispose of it in any manner which the Seller deems appropriate without recourse to the Buyer. Buyer and Seller agree that Buyer will take delivery of horse by \_\_\_\_\_ unless other arrangements are made.

### Transportation

LexLin Gypsy Ranch will arrange shipping for the horse to Buyer's facilities. Buyer is responsible for all costs incurred with transportation of horse from LexLin Gypsy Ranch to Buyer's facilities. If horse is not transported within 30 days of purchase date, Buyer will be responsible for boarding costs thereafter until shipped at \$600 per month for full board at LexLin Gypsy Ranch.

### Representations and Warranties

The Buyer is purchasing the Horse from the Seller on an "as is" basis. The Buyer represents and warrants that the Buyer and/or the Buyer's veterinarian have previously inspected the Horse. If the Buyer is not satisfied with the pre-purchase exam for any reason then this Purchase Agreement will be null and void. The parties will have no further duties or obligations under the Agreement. Any monies paid to Seller for the horse will be refunded to the Buyer within five business days.

Buyer is purchasing the Horse on the basis of such inspection and not because of or in reliance upon any representation or warranty made by the Seller or any agent of the Seller, provided that the Seller represents and warrants that they have good title to the Horse free and clear of all liens and encumbrances, with full power and authority to sell and transfer the Horse to the Buyer. The Seller makes no other representations or warranties whatsoever, expressed or implied, of any nature, including without limitation any expressed or implied warranties concerning fertility, physical or mental condition, suitability, health, soundness or warranties of merchantability or fitness for any particular purpose, all of which warranties are hereby expressly disclaimed.

### **Registration and Transfer**

If the horse is not registered, Seller agrees to provide all necessary paperwork to Buyer in order to apply for registration with the Gypsy Vanner Horse Society. Seller agrees to supply all paperwork necessary for the transfer of ownership once all monies have been paid and the return period has expired.

### **Return Policy**

Buyer has 30 days, calculated from the date Buyer takes delivery of the horse, in order to determine if the horse is unsuitable to the Buyer. If the horse is unsuitable, for whatever reason, Buyer must notify LexLin Gypsy Ranch in writing before the expiration of the 30 days. Hand-delivery, e-mail, and certified mail are all acceptable methods of notice. If notice is received prior to the expiration of the 30 days, then LexLin Gypsy Ranch will refund to Buyer the full purchase price minus the \$500 non-refundable deposit within 90 days from notification to LexLin Gypsy Ranch that the horse is unsuitable. In no case shall the total amount refunded exceed the purchase price as indicated on this agreement.

The horse must pass a certified veterinary check declaring the horse to be healthy. Buyer will forfeit the option for LexLin Gypsy Ranch to buy back the horse if it is not in the same condition as when Buyer first took possession of the horse. Any Alterations or damages to the Horse include but are not limited to the following:

The Horse has been gelded.

The Horse's genitalia damaged or injured, or is not in good reproductive health;

The Horse's mane, tail, forelock, or feather have been cut, shaved, rubbed-out, or otherwise damaged or shortened in length;

The Horse is injured, scarred, lame, sick, foundered, or dead;

A Pregnant mare which has aborted its foal or otherwise lost the pregnancy is not considered to be unsuitable under the Return Policy. Buyer understands that for many reasons beyond LexLin Gypsy Ranch's control, mares may abort their pregnancies at any time during gestation, and LexLin Gypsy Ranch cannot guarantee any mare will remain "in-foal" up to the point of delivery to Buyer

Buyer will forfeit the Return for any mare and nursing-foal combination unless both the mare and foal meet the requirements for this Return Policy and are returned together. Buyer will forfeit the option for LexLin Gypsy Ranch to buy back any mare which has foaled while in the Buyer's custody unless the foal is returned with the mare. Both the mare and foal must meet the requirements for this return policy.

In the event the horse is returned to the LexLin Gypsy Ranch, the Buyer shall pay for all transportation costs. Buyer is solely responsible for all costs and expenses associated with the horse except as provided herein.

### **Risk of Loss**

In consideration of this sale, and pending delivery to Buyer, Seller agrees to use all reasonable means to ensure the horse is healthy and safe up to the time of shipment to Buyer, however, upon signing this Purchase Agreement, Buyer assumes the risk of loss of said horse, and agrees to pay all veterinary and/or farrier bills incurred on the horse after the date of this Purchase Agreement. The Buyer to advised to ensure horses are covered with Mortality/Major Medical insurance in the Seller's name. Should the Buyer choose not to do so, they are responsible for payment in full to Seller regardless of injury or death.

### **Default**

If the Buyer defaults, then the Seller shall have the option to terminate the Agreement upon written notice to Buyer via Hand Deliver, Email or Certified mail and retain any monies paid by Buyer as remedy. If the Seller defaults the Buyer expressly agrees and consents that any remedy under this Agreement cannot exceed the purchase price of the horse. Each party shall be responsible for their own attorney's fees.

### **Liquidated Damages**

Buyer and Seller agree and consent that any remedy under this Agreement cannot exceed the purchase price of the horse.

**Miscellaneous**

This Agreement shall be governed by the laws of the State of Tennessee. This Agreement 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 will be considered part of this Agreement unless reduced to writing and signed by all parties. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder.

IN WITNESS WHEREOF, the parties hereto have executed duplicate originals of this Sale Agreement on the day and year below written.

\_\_\_\_\_  
Buyers Name (print)

\_\_\_\_\_  
Buyers Signature

\_\_\_\_\_  
Date

Address \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Sellers Name (print)

\_\_\_\_\_  
Sellers Signature

\_\_\_\_\_  
Date

Address \_\_\_\_\_  
\_\_\_\_\_

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