

(916) 295-7116 sandysmythtraining@hotmail.com www.sandysmythtraining.com

## **Purchase and Sale Agreement Details**

One of the elements of my business that I enjoy doing is selling horses. I look to create good matches and long lasting friendships between horses and their owners. Potential buyers are given objective information, so that they may make their own educated decision. I take my horse sales very seriously, with the best interest of all parties in mind. If you have come this far, you may be considering one of my horses available for sale and before we take the next step, I wanted to walk you through a basic checklist.

- Horses for sale will be paid for in cash or by certified check.
- Details of veterinary inspection will be arranged after a deposit has been received and before the sale is final. Details will be arranged in advance.
   Inspection will be scheduled in a timely manner. Horses will not leave the care of Sandy Smyth until after vet inspection is complete and sale is final. If necessary, Sandy can haul said horse to veterinarian, for an additional fee.
- In some cases, a non-refundable deposit will be required to hold the horse for interested parties, so that maintenance and care of the horse are paid for while other potential buyers are unable to view the horse.
- Generally speaking, I do not do trials. Horses are subject to all sorts of living situations that may or may not be safe, riders of varying abilities that won't progress the training of the horse, varying training techniques that the horse may not yet be familiar with, and while they are gone, they are missing out on other potential owners if the trial does not work out. The only trials that may be even CONSIDERED would be in a trainer's barn that I know, trust and respect. If this does happen, the buyer may be required to obtain insurance on the horse.



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## **Purchase and Sale Agreement**

This ag	greement, between (Buyer's name: ),		
residing at (Street, City, State, Zip: )			
Horse Information			
Name:			
Sex:	DOB: Color:		
Markir	ngs:		
Breed:	Registration:		
<ol> <li>In consideration of the total sum of \$, Seller agrees to sell Buyer the horse described above and Buyer agrees to buy said horse on the following terms:</li> </ol>			
2.	Buyer agrees to pay \$ as a ( refundable/ <u>non-refundable</u> ) deposit on the day of, 2016; and, Buyer further agrees to pay the		
3.	balance due of \$ on or before the day of, 2016 A) Seller warrants that he has clear title to the horse and has provided Buyer with documented proof of ownership.		

•	B) Seller makes no other warranties, expressed or implied; including the warranties of fitness for a particular purpose except as may be otherwise provided for in this agreement.		
• •	C) Buyer warrants that Buyer has had the option to review the condition and health of the horse, including any veterinarian examinations, at Buyers expense.		
<u></u> ·	ete a pre-purchase exam on said horse before te, at buyer's expense.		
Buyer elects not to cor	mplete a pre-purchase exam on said horse.		
transfer ownership and registrat	<ul> <li>Upon payment in full, Seller agrees to complete the necessary documents and to transfer ownership and registration of the animal to Buyer.</li> <li>Seller DOES/DOES NOT elect to have first right of refusal in the event that Buyer sells said horse.</li> </ul>		
<ol><li>The terms of the Agreement are California.</li></ol>	. The terms of the Agreement are in accordance with the laws of the State of California.		
Executed,			
<u>Seller:</u>	Buyer:		
Signature	Signature		
Sandy Smyth	Contact information:		
3040 Cramer Rd	(cell phone/email can be listed here if you would like to keep in touch about this horse)		
Cool, CA 95614			
(916) 295-7116			
sandysmythtraining@hotmail.com			