

## Equine Pre-Purchase Trial Contract

This is a sample equine pre-purchase trial contract, drafted by our contributing attorney. However it does not constitute an attorney-client relationship between the author and a reader. Because state laws vary, we advise you to have your individual contract reviewed by your attorney prior to signing it.

### 1. PARTIES:

This Equine Pre-Purchase/Trial Agreement (“the Agreement”) is being entered into this \_\_\_\_\_ day of \_\_\_\_\_ (the “Effective Date”) by: \_\_\_\_\_ (hereinafter “Seller”) of \_\_\_\_\_ (complete address), and \_\_\_\_\_ (hereinafter “Buyer”) of \_\_\_\_\_ (complete address).

### 2. THE HORSE PURCHASED

2.1 Description: The Seller agrees to sell the following horse:

Name:

Breed:

Sex:

Color/Markings:

Height:

Age:

### 3. PURCHASE PRICE:

3.1 Buyer shall pay Seller \_\_\_\_\_ Dollars and 00/100 (“Purchase Price”) for the Horse. The Purchase Price shall be paid in cash or cashier’s check immediately upon the completion of a \_\_\_\_\_ (length of time) trial period at Buyer’s boarding facility or farm located at: \_\_\_\_\_ (address) and completion of veterinary examination by Buyer’s veterinarian (state name: \_\_\_\_\_) to Buyer’s satisfaction.

3.2 Buyer agrees to pay Seller a refundable security deposit in the amount of \_\_\_\_\_ (state dollar amount) \_\_\_\_\_ when the Horse is delivered to Buyer’s boarding facility or farm to commence the \_\_\_\_\_ (state length of time) trial period. Should the Horse be deemed unsatisfactory to Buyer for whatever reason during the trial period, the \_\_\_\_\_ security deposit shall be fully and immediately refunded to Buyer. Upon successful completion of the trial and

veterinary examination, the (state amount) security deposit shall be applied to the remainder of the Purchase Price of the Horse.

- 3.3 Transfer of Possession. Seller shall tender legal possession of the Horse to Buyer at (state location) \_\_\_\_\_ upon the receipt of the Purchase Price from the Buyer.
- 3.4 Items Included in Sale: Upon full payment of the Purchase Price by Buyer, Seller shall tender to Buyer the following additional items: (state specific items that may accompany sale of horse, such as tack, saddle pads, blankets, etc.) Seller also agrees to tender to Buyer the Horse's veterinary medical information (to include vaccination, worming record and current Coggins test) as well as any and all registration, breed information, certifications and any and all applicable documents pertaining to the Horse in Seller's possession.

#### 4. TRIAL PERIOD

- 4.1 Seller shall transport and deliver the Horse to Buyer at \_\_\_\_\_ (state location) located at \_\_\_\_\_ address \_\_\_\_\_ on \_\_\_\_\_ date \_\_\_\_\_ for a trial period not to exceed \_\_\_\_\_ (state duration of trial and date that trial period will expire).
- 4.2 Buyer shall pay Seller for the reasonable cost of transporting the Horse to \_\_\_\_\_ (Buyer's farm or boarding facility), and back to \_\_\_\_\_ (Seller's farm) should the Buyer deem the trial or vetting of the Horse to be unsatisfactory.
- 4.3 During the Trial Period, Buyer shall assume all responsibilities and duties of care of the Horse. Buyer shall pay for any and all normal and necessary expenses for the care and board of the Horse consistent with the practices of good animal husbandry.
- 4.4 During the Trial Period, the Buyer shall keep the Horse at \_\_\_\_\_ (state location) exclusively. The Horse shall be turned out alone in a separate paddock and away from all other horses on the premises. The Horse shall be provided with stall board when it is not turned out.
- 4.5 The Horse shall be fed only the hay, grain and supplements provided by the Seller to Seller.
- 4.6 The Buyer shall obtain insurance on the Horse in an amount to cover the Purchase

Price of the Horse. Buyer shall also purchase the following additional insurance coverages: \_\_\_\_\_

- 4.7 During the Trial Period, the Horse shall be ridden only by the Buyer under the supervision of his/ her instructor \_\_\_\_\_ (state name) or by \_\_\_\_\_ (state name) . The Buyer is responsible for any and all costs associated with instruction or training provided by \_\_\_\_\_ (state name).
- 4.8 During the Trial Period, Buyer shall immediately notify Seller if the Horse becomes ill, injured or deceased. Buyer shall follow Seller's requests as to any necessary veterinary care required by the Horse should the Horse become injured or ill during the Trial Period. Unless otherwise dictated by the Seller, the Horse shall be treated by a veterinarian of \_\_\_\_\_ (state name of veterinary practice) . The Buyer shall assume the expense of said veterinary care. Should the Buyer not be able to contact the Seller in the case of an emergency, the Buyer shall call \_\_\_\_\_ (state name of veterinary practice) to render care and then contact the Seller as soon as possible. Buyer shall tender to Seller the full Purchase Price of the Horse in the event of the Horse's death during the Trial Period.
- 4.9 Buyer attests that he/she shall pay in advance all fees for boarding Horse at: \_\_\_\_\_ (state name of farm if boarding horse).
- 5.0 Prior to or during the Trial Period, the Horse shall undergo a veterinary pre-purchase examination which may include x-rays, blood tests and any other diagnostic tests recommended by Buyer's veterinarian from (state name of veterinary practice)\_\_\_\_\_. Buyer shall assume all expenses associated with said examination and testing. Should the diagnostic testing not be completed by the end of the Trial Period on \_\_\_\_\_ (state date), the parties shall mutually decide upon either an extension of the Trial Period or a return of the Horse to Seller's location until said test results are known. Should the Horse's pre-purchase veterinary examination be unsatisfactory to the Buyer, Buyer shall return the Horse to the Seller, and Seller shall refund to Buyer the (\$xxx.xxx/100) security deposit. The Buyer shall reimburse the Seller for the reasonable cost of returning the Horse to the Seller.

## 5. SELLER'S REPRESENTATIONS AND WARRANTIES

As of the Effective Date of this Agreement and at the Transfer of Possession, the Seller

makes the following representations:

- 5.1 To the best of Seller's knowledge, the Horse is currently in good health and condition.
- 5.2 The Horse is current with her vaccinations and has a negative Coggins test.
- 5.3 **SELLER MAKES NO WARRANTIES WHETHER EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURCHASE. THE PURCHASE OF THIS HORSE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN "AS-IS" SALE.**
- 5.4 Seller represents that he/she is the bona fide owner of the Horse and that the Horse has no lien or encumbrance upon it.
- 5.5 Upon Seller's receipt of the Purchase Price, in full, the Seller shall provide to the Buyer the Horse's applicable registration papers, if any, and all other documents necessary to transfer ownership and or registration of the Horse from the Seller to the Buyer.

## **6. RISK OF LOSS**

- 6.1 Upon Transfer of Possession as set forth in paragraph 3.3, Buyer assumes all risk of loss or injury to the Horse.

## **7. ASSIGNMENT**

- 7.1 No party may assign this Agreement without the prior written permission of the other party.

## **8. ATTORNEY'S FEES**

- 8.1 In the event that suit or arbitration is brought under or in connection with this Agreement or to enforce the Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees, costs and expenses incidental to any such proceedings, including reasonable attorney's fees in collecting any judgment awarded as a result of liability established pursuant to this Agreement.

## **9. GOVERNING LAW AND VENUE**

9.1 This Agreement shall be governed by the laws of the State of \_\_\_\_\_. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction.

**10. ENTIRE AGREEMENT**

10.1 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. This Agreement may not be modified or amended in any manner except by an instrument in writing executed by the parties.

**11. SEVERABILITY**

11.1 Each provision of this Agreement shall be binding independently of any and all provisions of this Agreement.

**12. PARTIES FULLY INFORMED**

12.1 Each party acknowledges that she is fully informed as to the rights and obligations that she is hereby entering into under this Agreement and that she is entering into this Agreement freely, voluntarily and knowingly.

**I AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**SELLER:**

**BUYER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS:** \_\_\_\_\_