

HORSE PURCHASE AND SALE AGREEMENT



1. PARTIES.

This Sale Agreement (the "Agreement") is being entered into this _____ day of _____ (Month, Year) (the "Effective Date") by:

Name: (" Seller") Bar Y Ranch Quarter Horses.

Address: PO Box 54, Geneva, Idaho 83238.

and

Name: ("Buyer") _____.

Address: _____.

2. THE HORSE PURCHASED.

Description. The Seller agrees to sell, and Purchaser agrees to purchase, the following horse:

Name: ("Horse") _____.

Registration Number _____.

Color/ Markings _____.

Sex _____.

Date of Birth _____.

Location _____.

3. PURCHASE PRICE.

3.1 Price. Buyer shall pay Seller \$ _____, (US Dollar) ("Purchase Price") for the Horse. The Purchase Price shall be paid in cash or other certified funds before Horse can leave Bar Y Property.

3.2 Transfer of Possession. Seller shall tender possession of the Horse to Buyer or Agent at the Horse's location upon receipt the Purchase Price from the Buyer.

3.3 Security Deposit - Buyer agrees to put forth a security deposit of \$ _____ (US Dollars) being credited to the purchase price on the sale.

There is no Security Deposit and all funds will be presented at time of sale.

4. **DISCLAIMER OF WARRANTIES.** All buyers are urged to carefully examine any horses in which they may be interested (either personally and/or by their agents, representatives or veterinarians) BEFORE buying. Any prospective purchasers may coordinate with BAR Y regarding any veterinary examinations such purchaser may elect to do, provided such veterinary examinations must be made prior to the Sale. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS OR UNLESS OTHERWISE EXPRESSLY ANNOUNCED IN AN ANNOUNCEMENT, THERE IS NO WARRANTY OR GUARANTY OF ANY KIND, EXPRESS OR IMPLIED, BY SELLER (BAR Y)

WITH RESPECT TO THE HEALTH, PHYSICAL CONDITION, BREEDING SOUNDNESS, FERTILITY, SHOWING SOUNDNESS, CONDITION OR ANY OTHER MATTER REGARDING ANY HORSE OFFERED FOR SALE OR SOLD IN THIS SALE AND IN PARTICULAR, BAR Y, MAKE NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AND BAR Y, SPECIFICALLY DISCLAIM SAME. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS OR OTHERWISE EXPRESSLY ANNOUNCED IN AN ANNOUNCEMENT, ALL HORSES SOLD IN THE SALE ARE SOLD ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS AND DEFECTS.

In an event a dispute should arise as to a particular defect which should have been, but was not announced as described above, the buyer has the right to have a veterinarian examine the horse he has purchased to determine if that horse suffers from this defect. Examination must be within (5) five days of receipt of horse. Bar Y must be notified immediately. If purchaser's veterinarian determines the horse to have an alleged defect, Bar Y shall appoint a veterinarian of their choosing to review examination notes and determine if the horse has these defects and if these were present at the time of sale. His or her decision will be final. If the Bar Y veterinarian determines that the defect was present at the time of sale and was not announced, the sale of the horse is null and void. If the horse is determined by the Bar Y veterinarian not to have the alleged defect, the sale of said horse is valid and enforceable and the purchaser assumes all costs of examination, treatment and sale purchase price. In settling a dispute, the decision of the Bar Y veterinarian is final.

4.2 Seller is the sole owner of Horse and has authority to enter into this Agreement. There is no lien or encumbrance on the Horse.

4.3 Upon Seller's receipt of the Purchase Price, in full, Seller shall provide Buyer with Horse's registration papers, if any, and all other documents necessary to transfer registration.

4.5 Seller to supply all health and brand inspections necessary for transportation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

SELLER: Bar Y Ranch Quarter Horses

Signature: _____.

Name Printed: _____.

Address: PO BOX 54, Geneva, Idaho, 83238.

Email address: Baryquarterhorses@gmail.com

Phone: (928) 727-6156

PURCHASER: _____.

Signature: _____.

Name Printed: _____.

Address: _____.

Email address: _____.

Phone: _____.