

CLYDESDALE BREEDERS ASSOCIATION OF THE U.S.A.

Disclaimer

The following equine agreement or contract form is provided by the Association for the education and convenience of its members and other Clydesdale owners or potential owners. It is an example only. Some parts included in this example may not be applicable to all situations. Some transactions may require forms which include modifications, additional information or signatures in order to be complete and valid. Laws pertaining to this agreement or contract may vary from State to State. You are encouraged to seek advice from local legal or tax advisors before completing any transactions using this form.

Purchase Agreement

Note: Use of the attached purchase agreement form or similar document is suggested as a means to protect both parties, but is not a requirement of the Association (CBUS). It is intended for the sale of a horse where physical transfer of the horse will not take place until full payment has been received by the Seller, the time of which is considered the “Date of Sale”, and shortly after which the Seller shall submit original registration certificate, signed & dated transfer form and appropriate fees directly to the registration office. The official transfer form is available from the Association office and on the website.

Purchase Agreement

This Agreement is made between _____ (Purchaser),
and _____ (Seller), for the horse described below:

Name: _____ Breed: Clydesdale

Age: _____ Sex: _____ Height: _____

Microchip No. _____

Color / Markings: _____

This horse is registered with (name of registry): _____

Registration No.: _____

Current Registered owner(s): _____

1. Price: Seller agrees to sell and Purchaser agrees to buy the above described horse for the total sum of _____ dollars (\$ _____) based on the following terms.

2. Terms: Purchaser agrees to pay \$ _____ as of this date as a deposit. The balance due of \$ _____ shall be paid on _____ (date).

3. Warranties: Seller guarantees that he/she is the owner of the horse and that he/she has the right to sell said horse and he/she will defend the horse against any and all lawful claims and demands made by all persons. Seller makes no other guarantee, express or implied, including warranty of fitness for a particular purpose.

4. Transfer of Ownership: Once payment has been received in full by the Seller, the Seller shall immediately allow the Purchaser to take delivery of the horse and shall transfer all ownership interest in the horse to Purchaser. Seller shall also submit original registration certificate, signed & dated transfer form and appropriate fees directly to the registration office. "Date of Sale" shall be considered as the last date listed under "Terms" above.

5. Risk of Loss: Seller assumes all risk of loss prior to stated "Date of Sale" above. Purchaser assumes all risk of loss after and including that date.

6. Breach: This agreement is terminated upon a breach of any material term and the wronged party has the right to collect all reasonable fees and costs from the breaching party.

7. Laws: The laws of the State of _____ shall govern this Agreement.

In Witness Whereof, the parties hereto have signed and sealed this Agreement as of

_____ (date).

Seller:

Signature Address

Purchaser:

Signature Address