



HORSE SALE CONTRACT

THIS AGREEMENT is between the person or persons named in **item 1** of the schedule (**Seller**) and the person or persons named in **item 2** of the schedule (**Buyer**).

BACKGROUND:

A. The Seller owns the horse identified and described in **item 3** of the schedule (**Horse**) and has the right to sell it.

B. There is no cooling off period applicable to the sale and purchase of the Horse

THE SELLER AND THE BUYER AGREE:

Payment and delivery The Buyer will pay the price for the Horse specified in **item 4** of the schedule (**Price**) by cash or bank cheque on or before the date specified in **item 5** of the schedule and the Seller will give possession of the Horse, registration documents and all other documentation relating to the Horse to the Buyer in exchange for the Price.

Horse's purpose The Buyer buys the Horse for the purpose specified in **item 6** of the Schedule (**Purpose**).

Suitability of Horse The Buyer acknowledges and represents that:

- The Seller has advised the Buyer to engage a veterinarian to examine the Horse to determine if it is sound for the Purpose;
- the Buyer has or has not engaged a veterinarian to examine the Horse, as specified in **item 7** of the schedule; and
- the Horse is sound and suitable for the Purpose.

Passing of ownership Ownership of the Horse passes from the Seller to the Buyer on payment of the Price and all other money due and payable by the Buyer to the Seller in relation to the Horse.

Loss and injury The risk of loss or injury to the Horse passes to the Buyer when the Buyer signs this Agreement or pays the Seller any money due under the Agreement, whichever event happens soonest.

Stud Prefix If the Horse is named with the Seller's stud prefix 'AEA':

- The Buyer must retain the prefix in the name of the Horse in relation to all registrations, events and competitions as well as in all dealings with the Horse. If this obligation is breached, the Buyer must pay the Seller, as a genuine agreed pre-estimate of the Seller's damages, a dollar value equal to 3-times the Price, which is recoverable from the Buyer as a debt. The Buyer must bind any subsequent purchaser of the Horse in a like manner to this clause.
- The Buyer irrevocably appoints and authorises the Seller as agent for the Buyer and in the Buyer's name or otherwise on the Buyer's behalf, to do all acts and things and sign and execute all deeds, transfers and documents necessary or desirable to ensure the Horse is named with the 'AEA' prefix.

Entire understanding

The terms of this agreement constitute the entire agreement of the parties concerning its subject. The only enforceable obligations and liabilities of the parties in relation to the subject are those expressed in this agreement, or necessarily implied into it by statute. Any prior representations, statements or promises in relation to the subject are merged in and superseded by this agreement and the Buyer expressly acknowledges that the Buyer has not relied on them.

Governing law

The law of Victoria applies to this agreement.

Disputes

The parties submit unconditionally to the non-exclusive jurisdiction of the Courts and Tribunals of Victoria in respect of any claim or dispute between them under this agreement.

Amendment

No variation, modification or alteration of the terms of this agreement (including the schedule) is effective unless signed or initialled by the parties.

*Two or more
Sellers or Buyers*

If a party comprises two or more persons, the terms of this agreement bind them together and each of them individually.

Definitions

The following words wherever used in this agreement have the meanings given alongside them:

‘**schedule**’ the schedule to this agreement

‘**sound**’ free of any disease which lessens the usefulness of the Horse for the Purpose, or which will lessen that usefulness after ownership of the Horse passes to the Buyer; and free of any alteration of the Horse’s structure as a result of disease or accident which lessens that usefulness, or which will lessen that usefulness

SPECIAL CONDITIONS - *(if there are none, say nil)*

The above special conditions (if any) are acknowledged by the Buyer.

Signed by the Buyer

SCHEDULE

ITEM 1 - *Seller's name, address, telephone and fax numbers*

ITEM 2 - *Buyer's name, address, telephone and fax numbers*

ITEM 3 - *Horse's identification and description*

ITEM 4 - *Price*

ITEM 5 - *Payment deadline*

ITEM 6 - *Buyer's purpose in buying the Horse (be precise)*

ITEM 7 - *Name of the veterinarian (if no veterinarian, leave blank or say "nil")*

SIGNATURES AND DATE

Date

Signed by the Seller

Signed by the Buyer