



# EQUINE SALE AGREEMENT

SUBJECT TO BUYER ELECTED VET CHECK

Spearmint Rhino Friesian Ranch, Inc. 605 4<sup>th</sup> Street, Norco, CA 92860

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General Corporate E-Mailbox: [corporate@srfranch.com](mailto:corporate@srfranch.com) Corporate website: [www.srfranch.com](http://www.srfranch.com)

This Equine Sale Agreement Subject to Buyer Elected Vet Check (the "Agreement") is entered into on the date below indicated and is entered by and between Spearmint Rhino Friesian Ranch, Inc., a corporation (hereinafter "Seller") and the individual and/or company as detailed herein below under Buyer signature line (hereinafter "Buyer").

**1. Sale Agreement.** Seller does hereby sell to Buyer and Buyer hereby purchases from Seller the horse described in Section 2.1 below.

**2. The Horse and Its Condition.**

**2.1.Horse.** The Agreement shall apply to horse:

Name: \_\_\_\_\_ Registration No. \_\_\_\_\_ Mare / Stallion / Gelding  
Circle One  
foaled in \_\_\_\_\_ (year) (hereinafter "Horse").

PURCHASE PRICE \$ \_\_\_\_\_ (\$ \_\_\_\_\_)  
United States Dollars – written above in words and numbers (hereinafter "Purchase Price")

\_\_\_\_\_ Seller hereby elects vet check \_\_\_\_\_ Buyer hereby waives Vet check  
BUYER TO INITIAL ONE CHOICE ABOVE

**2.2. Horse's Physical Condition.** Buyer herein affirmatively states that Buyer has had sufficient opportunity to have Horse inspected by Buyer and all Buyers' representatives as Buyer deems appropriate and Buyer is buying horse as is without any express or implied warranty or representation from the Seller.

**2.3. Veterinary Records and Examination.** Seller has provided Buyer with copies of Horse's shot record and other veterinary records in possession of Seller (which may NOT be all inclusive) and Buyer hereby acknowledges that Buyer has received and reviewed such records and had the opportunity to review them with Buyer's veterinarian. Seller strongly recommends that Buyer retain an independent equine veterinarian to examine Horse and advise Buyer of Horse's health, soundness and fitness for Buyer's intended use. If Buyer chooses not to obtain a veterinary examination of Horse prior to entering into this Agreement, Buyer understands that Horse may have health or soundness issues that are not apparent to Buyer or Seller, and that Buyer will be solely responsible for any such issues. Buyer also understands and agrees that Buyer is solely responsible for retaining and paying any veterinarians who examine Horse on Buyer's behalf, regardless of the outcome of the examination.

**2.4. Horse's Behavior.** It shall be the Buyer's sole responsibility to observe Horse's behavior and Seller makes no representations regarding Horse's behavior.

**2.5. Disclaimer of Warranties and Statements Regarding Horse.** SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING HORSE, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS ANY STATEMENTS THAT MAY HAVE BEEN MADE TO BUYER REGARDING HORSE, EXCEPT FOR THOSE STATEMENTS HEREIN, IF ANY. Seller highly recommends that Buyer retain a professional trainer in Buyer's chosen discipline to evaluate the suitability of Horse for Buyer and for Buyer's intended purpose(s).

**3. Ownership of Horse.** Seller warrants that Seller is the sole lawful owner of Horse, owns Horse free of any liens and encumbrances, and has all requisite rights and powers to enter into this Agreement.

**4. Vet Check.** Seller agrees to permit Buyer to have one or more veterinarians of Buyer's choice examine Horse during the period from the date of this Agreement through seven (7) calendar days after the date of this Agreement (such period and any written Seller extensions thereof, the "Vet Check Period") for the purpose of evaluating Horse's physical condition. During the Vet Check Period, Seller will retain possession of Horse. Any and all checks shall be at the sole costs and expense of the Buyer and shall be at times and days reasonably convenient to Seller. Buyer shall notify the Seller a minimum of 24 hours in advance of any desired check detailing the exact date and time of any and all checks.

**4.1. Vet Check Arrangements.** It is solely Buyer's responsibility to schedule a veterinary examination(s) and any required follow-up visits and/or diagnostic testing during the Vet Check Period at a mutually convenient time for Seller and Buyer. Seller or Seller's agent must be present to handle Horse during such veterinary examinations. Buyer may employ one or more veterinarians of Buyer's choice to perform veterinary examinations on Horse. Regardless of the outcome, Buyer is solely responsible for the cost of such veterinary work, including laboratory tests, blood work, genetic testing, X-rays and other diagnostics. All checks shall occur at Seller's property and the Horse shall not be trailer or removed from Seller's property for any check.

SELLER: Spearmint Rhino Friesian Ranch, Inc.

\_\_\_\_\_  
By: Authorized Representative Date: \_\_\_\_\_ Time \_\_\_\_\_ AM/PM

BUYER:  
\_\_\_\_\_  
Signature Date: \_\_\_\_\_ Time \_\_\_\_\_ AM/PM

Buyer Name Printed: \_\_\_\_\_  
Buyer Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Tel (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_ Mobile (\_\_\_\_\_) \_\_\_\_\_  
E-mail: \_\_\_\_\_

## CONTINUED TERMS AND CONDITIONS

**4.2. Seller's Rights during Vet Check Period.** During the Vet Check Period, Seller may continue to advertise Horse for sale and show Horse to prospective purchasers. If, during the Vet Check Period, Seller receives an offer (an "Offer") to purchase Horse that is not conditional (e.g., not subject to the outcome of a vet check or prepurchase trial), Seller must notify Buyer of the terms of the Offer pursuant to Section 9 within 24 hours of receipt of the Offer. Within 24 hours of Seller's notification to Buyer regarding an Offer, Buyer may notify Seller that Buyer will match the terms of the Offer. If Buyer does not so notify Seller within 24 hours of Seller's notification to Buyer, Seller may accept the Offer and Buyer's rights to purchase Horse pursuant to this Agreement will terminate. Upon Seller's acceptance of an Offer from a purchaser other than Buyer, Seller will promptly return to Buyer any portion of the Purchase Price that Buyer has delivered to Seller, but Buyer will continue to be responsible for all costs pursuant to Section 4.1

### **5. Risks of Loss.**

**5.1. Risk of Loss Of or Injury to Horse.** During the Vet Check Period, Seller assumes all risk of loss of or injury to Horse, except such loss or injury caused by the negligence or willful misconduct of Buyer and/or Buyer's family members, agents, employees, or contractors (collectively, "Buyer's Affiliates"). If Horse is injured or dies as a result of the negligence or willful misconduct of Buyer or Buyer's Affiliates, Buyer agrees to purchase Horse pursuant to Section 7. Effective immediately upon transmittal of notice to Seller pursuant to Section 6.2, Buyer assumes all risk of loss of or injury to Horse, whether or not Buyer takes possession of Horse.

**5.2. Risk of Injury or Death to Buyer.** Buyer understands that equine activities are inherently dangerous and expressly assumes the risks associated with handling, caring for and riding Horse. Buyer understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick or otherwise act in such a way that may injure Buyer or others. Accordingly, Buyer agrees upon behalf of Buyer, Buyer's heirs, guardians and legal representatives, not to sue Seller, Seller's family members, heirs, employees, contractors, directors, shareholders or agents or otherwise make a claim against such parties in connection with Horse.

**5.3. Waiver of Unknown Claims.** Upon behalf of Buyer, Buyer's heirs, guardians and legal representatives, Buyer expressly waives any rights that Buyer might otherwise have with regard to unknown claims. For the purpose of this Section, "claims" shall include all actions, claims and grievances, whether actual or potential, known or unknown and specifically but not exclusively, all claims arising in connection with this Agreement.

### **6. End of Vet Check Period.**

**6.1. If Buyer Does Not Wish to Purchase Horse.** If Buyer does not wish to purchase Horse for any reason, including the findings of Buyer's veterinarian(s), Buyer must notify Seller immediately pursuant to Section 9 and provide Seller with a copy of all veterinary records produced by Buyer's veterinarian(s) regarding Horse.

**6.2. If Buyer Does Wish to Purchase Horse.** If Buyer does wish to purchase Horse, Buyer must notify Seller immediately pursuant to Section 9. Buyer's responsibilities to purchase Horse pursuant to Section 7 shall be effective immediately upon transmittal of such notice by Buyer.

**6.3. If Buyer Does Not Notify Seller.** If Seller has not received notice from Buyer by the end of the Vet Check Period, Seller may (i) contact Buyer to determine Buyer's intentions and/or (ii) presume that Buyer does not wish to purchase Horse and sell Horse to another purchaser.

**7. Purchase Agreement.** If applicable pursuant to Section 5.1 or 6.2, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the horse described in Section 2.1 of the Agreement.

**7.1. Purchase Price.** In consideration for Horse pursuant to this Agreement, Buyer shall pay Seller the Purchase Price in cash or in the form of a cashier's check and in all events cleared funds in United States dollars. If Buyer elected hereunder for a Vet check, upon execution hereof Buyer shall pay seller a conditional refundable deposit of 5% of the Purchase Price upon execution hereof and prior to any Vet Check. After Vet Check and in no event later than hereinabove referenced 7 days after the date hereof, Buyer shall pay Seller the remaining 95% of the Purchase price. If for any reason Seller does not pay the remaining 95% of the Purchase Price or properly as herein specifically provided, formally notify Seller with said 7 day period that Buyer is not going to purchase the Horse, then Seller shall be entitled to retain the 5% deposit permanently which the Buyer herein agrees is the then property of the Seller as pre-agreed upon liquidated damages and compensation for Seller's time in this matter. If however timely notice is given hereunder by the Buyer of Buyer's election not to purchase the Horse, then the 5% shall be promptly refunded to Buyer. If Buyer elects to waive the Vet check, then payment of the Purchase price is due Seller in cleared funds BEFORE the Horse is removed from Seller's property.

**7.2. Transfer of Registration.** After Seller has received the Purchase Price in full and the same has cleared Seller's bank, Seller agrees to provide Buyer with Horse's registration papers and take any actions and sign any documents reasonably necessary to facilitate the transfer of Horse to Buyer on Horse's breed registry(ies). Unless the rules of the applicable breed registry(ies) specify otherwise, Buyer will be responsible for all applicable transfer fees and for submitting all documentation to the breed registry(ies). Buyer shall not remove Horse from seller's property until such time as Seller has complete Purchase Price in clear funds.

**8. Amendments and Modifications.** The parties may amend this Agreement only by a written agreement executed by all parties.

### **9. Notice**

**9.1. Form of Notice.** All notices pursuant to this Agreement must be in writing. For the purposes of this Agreement: Placed in US Certified Mail: Return Receipt Requested.

**9.2. Delivery.** All notices pursuant to this Agreement must be delivered via a method that provides proof of delivery.

**9.3. Notice to Seller.** All notices must be delivered to Seller at the following address: Spearmint Rhino Friesian Ranch, Inc., 605 4<sup>th</sup> Street, Norco, CA 92860 with copy to Spearmint Rhino Friesian Ranch, Inc. 1875 Tandem Way, Norco, CA 92860 and via fax to 949 718 9260.

**9.4. Notice to Buyer.** All notices to Buyer shall be to Buyer's address provided by Buyer next to Buyer's signature hereon.

**9.5. Changes of Address and/or Phone Numbers.** Until all obligations under this Agreement are completed, each party shall have the duty to notify the other parties immediately upon a change in address and/or phone numbers. If a party does not provide the other parties with notice of such changes, a notice delivered to the last address given under this Agreement shall be considered proper notice provided that the other conditions of this Section 9 have been met.

**10. Assignment or Transfer.** No party may assign or transfer this Agreement without the prior written consent of the other parties.

**11. Entire Agreement.** This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

**12. Governing Law and Venue.** This agreement shall be governed by the laws of the State of California. The parties hereby agree that any legal action under the Agreement must be brought in Riverside County.

**13. Attorneys' Fees and Other Expenses.** In any legal actions brought in connection with this Agreement, the prevailing party(ies) will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party(ies). For the purpose of this Section 13, "expenses" will include the following costs actually incurred by the prevailing party(ies): attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.