

Equine Sales Agreement

This is a Bill Of Sale and Sales Agreement entered into by and between Greenstone Farm, LLC of 4138 Mt. Airy Rd Culpeper, VA 22701 hereinafter for convenience called the Seller, and _____, of (address + phone #) _____ hereinafter for convenience called the Buyer.

This Sales Agreement provides for the legal transfer of ownership of the horse known as _____, registration number _____, gender _____, general description _____ by the stallion _____ out of the mare _____ from the Seller to the Buyer.

Seller agrees to sell and Buyer agrees to buy the above described horse for the total sum of \$ _____ US dollars upon the successful completion of a veterinary exam to be performed within fourteen (14) days of the signing of this Agreement.

(Please initial here if you waive the right to a pre-purchase examination by a veterinarian.)

A deposit of \$ _____ US dollars is to be made to secure said horse from other interested parties. The deposit of \$ _____ US dollars will be applied to the total purchase price of said horse and \$ _____ Dollars will be the remaining balance.

Should Buyer not proceed with the purchase of said horse the deposit shall be retained in its entirety by Greenstone Farm, LLC. The deposit shall be returned in full, if and only if the general health or purpose required by the Buyer of said horse is determined to be deficient by a licensed veterinarian. In such instances, Greenstone Farm, LLC agrees to refund the full deposit amount to Buyer and the Buyer is released from all obligations of this contract.

Should the sale proceed as agreed, the remaining balance on said horse will be due within ten (10) business days of the successful completion of a veterinary exam. If a veterinary exam is not desired, the remaining balance on said horse will be due within ten (10) days of the signing of this contract. Any and all other costs/expenses associated with said horse will be due seven (7) days before pick up and must be paid in full before said horse leaves the custody of Greenstone Farm, LLC.

It is acknowledged by the Buyer that the Seller has transferred to the Buyer (if available) all x-ray and medical information requested and that the Buyer has been granted an opportunity to have his/her own veterinarian conduct an independent examination of the horse being purchased. The Buyer acknowledges that it is frequently difficult to accurately ascertain the physical condition of any horse and that veterinarians may differ as to their opinions with regard to the interpretation of x-ray studies. Likewise, the Buyer is aware that while a horse may perform satisfactorily for one rider or trainer, its level of performance may not be capable of being maintained by another rider or trainer. Therefore, the Seller has given to the Buyer a full and

adequate opportunity to ride, test and vet the horse and thus rely totally and completely upon his own analysis and evaluation and not upon any representations whatsoever made by the Seller.

For all of the reasons stated above, the Seller specifically makes no express warranties or implied warranties as to the ability, disposition, health or soundness of the horse being purchased by the Buyer: specifically excluding all express or implied warranties of every kind or nature that might be involved in such a horse purchase; thus, selling this horse as is

This complete and absolute disclaimer of warranty or responsibility by the Seller is fully and completely understood by the Buyer since it is so extremely difficult to accurately determine a horse's medical condition or performance capabilities.

Upon successful completion of a veterinary examination, Buyer agrees that responsibility and risk of loss for said horse passes immediately from Seller to Buyer.

(_____ Please initial here if you have waived the right to a pre-purchase examination by a veterinarian and if you accept responsibility for the horse at the signing of this agreement.)

Buyer is responsible for all board, veterinary, farrier, insurance and transportation expenses, of said horse after the date of _____ Should said horse remain at Greenstone Farm, LLC longer than 7 days past the purchase of said horse then Buyer shall promptly obtain and maintain full mortality and major medical insurance in an amount not less than any unpaid balance on this Agreement, naming Seller as beneficiary to the extent of Seller's interest. Buyer shall provide Seller proof of such insurance, from a company acceptable to Seller, upon execution of this Agreement and upon each renewal.

The Buyer further agrees that this Sales Agreement represents the full and complete agreement between the parties and that the Buyer has not relied upon any oral statements made by the Seller in purchasing this horse. Rather, the Buyer has relied totally upon his own evaluation and analysis of the horse, its abilities, its capabilities, an independent veterinarian's examination, and only such medical information as has been provided by the Seller to make an independent judgment and determination to purchase this horse.

By signing below the Buyer and the Seller state that they agree to all terms of the above contract. The Seller also acknowledges that he does hold lawful title to the horse named above; is lawfully able to transfer title; and that the horse is totally free from all debt or lien.

This Equine Sales Agreement contains the entire understanding of the parties concerning its subject matter; there are no oral or written promises or representations upon which Buyer is relying except as expressly set forth herein. This Agreement may be modified only in writing executed by both Buyer and Seller. The invalidity or unenforceability of any terms or clauses of this Agreement shall not affect the validity and enforceability of any other terms or clauses.

The Agreement shall be construed in accordance with and shall be governed by the laws of the Commonwealth of Virginia. Any legal action must be brought in the county of Orange.

OR

The parties to the Agreement mutually agree that any and all disputes arising in connection with this Agreement shall be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in Orange County Virginia.

Buyer has read and accepts all terms appearing on each of the three pages of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, A.D., 20_____.

BY: _____
Greenstone Farm LLC
Authorized representative (Seller)

X. _____
Witness

4138 Mt. Airy Rd. _____
Culpeper, VA 22701 _____
(540)423-9337 _____

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IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, A.D., 20_____.

BY: _____
Buyer or Authorized representative

X. _____
Witness

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The Seller does convey any right, claim or interest retained in _____ to the Buyer and acknowledges that the payment has been received in full.

This _____ day of _____ A.D., 20_____

BY: _____
Greenstone Farm LLC
Authorized representative

Witness