

## Term Sales Contract

Date of Contract is \_\_\_\_\_ and is by and between \_\_\_\_\_, hereinafter referred to as "Seller", and \_\_\_\_\_, hereinafter referred to as "Buyer".

The Seller agrees to sell and the Buyer agrees to buy at the price and terms described below.

Name of Horse: \_\_\_\_\_

Registration Number \_\_\_\_\_

Total Price: \_\_\_\_\_

Terms of contract to be as follows:

The sum of \_\_\_\_\_ received as a deposit as of date of contract.

The additional sum of \_\_\_\_\_ shall be paid as noted below.

Payments of \_\_\_\_\_ or paid in full at any time. The sum of \_\_\_\_\_ should be received by Seller from Buyer within \_\_\_\_\_ of the above contract date. Payments should be received by Seller no later than the \_\_\_\_\_ day of every month. Buyer will be considered delinquent in meeting the terms of this contract if more than 30 days overdue in making a payment, and will default on the contract if more than \_\_\_\_\_ days overdue in making a payment.

Above horse is being sold as Healthy and Sound except as noted below to the best of seller's knowledge;

Other Terms:

1. Cost of shipping/delivery of horse is to be paid by Buyer, unless otherwise specified.
2. Buyer agrees not to sell this horse to slaughterhouses, horse dealers or traders, wholesalers, retailers, or for auction or research.
3. Buyer agrees not to use this horse for the production of hormones used in human hormone replacement therapy. Failure to comply with this provision will result in forfeiture of horse and nullification of this contract.
4. Buyer agrees to give proper and prompt veterinary and farrier care along with quality food, fresh water, secure exercise space and shelter.
5. Buyer agrees to keep Seller notified of current address and phone number.
6. Buyer agrees that Seller is not responsible and cannot be held liable for the actions of this horse, once it has left Seller's possession. Any liability incurred by injury to or death of horse, or injury to others or property damage attributable to this horse, after contract date shall be borne by Buyer. Insurance may be recommended.
7. Buyer agrees that Seller is not responsible for the health of this horse or its ability to reproduce, once it has left Seller's possession.
8. Buyer takes possession of horse as of above contract date and assumes possession and the related responsibilities outlined in this contract.
9. Seller shall retain security interest in above horse until the terms of this contract are fulfilled and may take possession of above horse if the contract is unpaid 42 months after contract date listed above. If Buyer defaults on terms of contract, Seller will retain all monies paid by Buyer and will reclaim possession of horse.
10. If the terms of the contract are not held up by Buyer, Buyer will be held responsible for all legal expenses and fees that may incur.

11. Seller will hold ApHC registration certificate and ApHC transfer report until the sum of \$2000.00 has been received by Seller from Buyer. Upon receipt of final payment, original ApHC Registration certificate and properly endorsed ApHC transfer slip with above contract date specified will be sent via certified mail to Buyer. Transfer fee is the responsibility of the Buyer.
12. Buyer may wish to breed above mare and seller agrees to sign breeding certificates and/or date transfer so that resulting foal can be registered in Buyer name.

I hereby agree to the terms of this contract:

\_\_\_\_\_ Date \_\_\_\_\_  
Buyer

\_\_\_\_\_ Date \_\_\_\_\_  
Seller