



CONTRACT OF SALE

To confirm current ownership and clear registration, contact the American Saddlebred Horse and Breeders Association (ASHBA) before completing.

1. _____
(Seller's Name)

(Seller's Address)

hereinafter referred to as Seller, is the owner of the American Saddlebred Horse _____, Reg. # _____, foaled _____
(Registered Name)

hereinafter referred to as the Horse, and desires to sell the Horse to the person(s) identified below as Buyer.

2. _____
(Buyer's Name)

(Buyer's Address)

hereinafter referred to as Buyer, desires to purchase the Horse from Seller.

3. Buyer agrees to buy and Seller agrees to sell the Horse pursuant to the terms set forth in this agreement.

4. The Purchase Price to be paid by Buyer to Seller for the Horse is \$ _____
(Price)

5. The Purchase Price is to be paid as follows:

a) In full upon execution of this agreement by _____
(Cash, Certified Check, Personal Check, Wire)

receipt of which is hereby acknowledged by Seller.

b) \$ _____ upon execution of this agreement and the balance of \$ _____ on or before with interest rate of %, per annum by _____
(Cash, Certified Check, Personal Check, Wire)

c) Other arrangements as follows: _____

6. Buyers are cautioned to inspect a horse's official Certificate of Registration prior to purchase of the horse to see that the seller's name is the last recorded owner listed on the certificate. The seller is responsible for recording all transfers of ownership with the Registry of the ASHBA (including all unrecorded back transfers) and for payment of all fees necessary to record such transfers unless other agreement has been reached by the buyer and seller.

7. In the event of payment of the Purchase Price on a deferred or installment basis Seller and Buyer will enter into a security agreement setting forth the Purchase Price and providing Seller with a security interest in the Horse (Seller should consult his/her attorney concerning perfection of a security interest).

8. Pending Full payment of the purchase price Buyer agrees to insure the Horse for _____
(Loss of Use, Full Mortality, Specified Peril)

coverage through _____
(Insurance Agent) (Address) (City) (State) (Zip)

in at least the amount of \$ _____ with Seller being named as a loss payee on the policy. Buyer shall cause a certificate of insurance to be forwarded to Seller. Seller shall cause the name of the seller promptly to be removed as loss payee upon full payment of the purchase price by notifying _____ to do so.
(Insurance Agent)

9. Seller's agent in this transaction is _____.

Buyer's agent in this transaction is _____.



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10. Seller represents that Seller has not paid, and has not agreed to pay, a commission or any thing of value to Buyer's agent in connection with this transaction except: _____

(State amount or None)

11. Buyer represents that Buyer has not paid, and has not agreed to pay, a commission or any thing of value to Seller's agent in connection with this transaction except: _____

(State amount or None)

12. Seller warrants and will defend his/her title to the Horse against all claims and demands, and covenants that the Horse is being sold to Buyer free from any security interest or other lien or encumbrance. Seller represents and warrants that Seller is the recorded owner of the Horse on the records of the ASHBA.

13. Buyer agrees that Buyer has had the Horse examined by: _____
(Name of Examining Veterinary Clinic)

(Address)

(City) (State) (Zip)

a veterinarian of Buyer's selection, and that the Horse is being purchased in light of the findings of _____
(Veterinarian)

14. Unless otherwise stated in this agreement, it is expressly agreed that the Horse is being sold as is and that Seller is extending no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, in conjunction with the sale.

15. Buyer acknowledges that Buyer has been informed that the Horse has the following habits/defects: _____

16. Included in sale (Circle): bit, bridle, tail-set, switch, blanket, other: _____

17. The risk of injury or death of the Horse passes from Seller to Buyer when Buyer takes delivery of the Horse or when the Horse is released by Seller to the Buyer's carrier for shipment to Buyer, whichever comes first.

18. The parties agree that this contract constitutes the full and complete agreement between them concerning the sale of the Horse. This agreement may not be altered, supplemented or modified in any way, unless expressly consented to in writing by both Buyer and Seller.

Seller: _____

Date: _____

Buyer: _____

Date: _____

Attachments (optional):

Copy of Registration Certificate

Completed Transfer

Certificate of Eligibility to Show