**Fairbanks Stable
Sale Agreement 2023**

1. **PARTIES**

This Sale Agreement (the “Agreement”) is being entered into the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (the “Effective Date”) by Fairbanks Stable that resides at 714 Bear Gulch Rd, Richmondville, New York 12149 (“Seller”) and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** who resides at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Buyer”) collectively referred to “Parties” and/or “Party” for the purposes of this agreement unless otherwise specifically stated.

1. **THE HORSE PURCHASED**
	1. **Description**. The Seller agrees to sell the following Horse: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Date of Birth: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Sex: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Color: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Markings: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **PURCHASE PRICE**
	1. **Price**. Buyer shall pay Seller $**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** United States Dollars (“Purchase

Price”) for the Horse.

* 1. Transfer of Possession. Seller shall tender possession of the Horse to Buyer at the Seller’s location after payment is made in full.
	2. Included in Purchase Price. Provide routine vaccination, and de-worming and hoof care until the Horse has left the property of the Seller. If Buyer wishes to have other procedures done for the Horse, Buyer will be responsible for any fees related to the specific procedure or activity.
	3. Communication. Seller will communicate with the Buyer (at the number or email address provided at the bottom of this contract) to keep the Buyer informed on the Horse’s condition, any routine veterinary care that the foal receives, any veterinary care for which authorization and payment will be sought.
1. **REQUITREMENTS UPON FULL PAYMENT**
	1. Buyer will arrange and pay for all shipping costs to transport the Horse to Buyer’s facility of choice, including all risks associated therewith such as injury or death of the Horse in transit. Buyer understands and agrees that once the Horse leaves Seller’s property, the Horse will be received at the Buyer’s facility “as is” and the health and safety of the Horse is the sole responsibility of the Buyer.
2. **SELLER’S REPRESENTATIONS AND WARRANTIES**

The Seller makes the following representations:

5.1 **SELLER MAKES NO WARRANTIES WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASE OF THIS HORSE IS SUBJECT TO THE TERMS OR AND CONDITIONS OF AN “AS IS” SALE.**

5.2 Seller is the sole owner of the Horse and has authority to enter into this Agreement.

5.3 There is no lien or encumbrance of the Horse.

5.4 Upon Seller’s receipt of the Purchase Price, in full, Seller shall provide Buyer all other documents necessary to transfer the Horse from the Seller to the Buyer.

1. **RISK OF LOSS**

Upon the Transfer of Possession of the Horse as defined in paragraph 3.2 above, Buyer assumes all risk of loss or injury ot the Horse.

1. **ASSIGNMENT**

No party may assign or transfer this Agreement without the prior written consent of the other party.

1. **GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of New York. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in Richmondville, New York. The parties hereto consent to both venue and jurisdiction.

In the event that suit or arbitration is brought under or in connection with this Agreement or to enforce the Agreement, the prevailing party shall be entitled to recover from losing party reasonable attorneys’ fees, costs and expenses incidental to any such proceedings, including reasonable attorney’s fees incurred in collecting and judgement awarded as a result of liability established pursuant to this Agreement.

1. **ENTIRE AGREEMENT**

All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Agreement, which contains the entire agreement between the parties. This Agreement may not be modified or amended in any manner except by an instrument in writing executed by the parties.

1. **COUNTERPARTS**

The agreement may be executed in any number of counterparts, each of which shall be deemed an original. All of which together shall be deemed as one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER: BUYER:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_