

Sales Agreement

This Agreement is made and entered into this ____ day of _____, 2005, by and between _____ (hereinafter referred to as Buyer) and Carol Morin (hereinafter referred to as Seller). For and in consideration of the covenants and promises herein contained and the mutual benefits to be derived there from, the parties hereto agree as follows:

1. Buyer hereby agrees to purchase from seller upon the terms and conditions set forth herein that certain horse, _____
2. The Seller hereby warrants and covenants that it possesses good and lawful title to the above-described horse and has the right, power and lawful authority to enter into this Agreement and to transfer physical possession of said horse and has the right, power and lawful authority to enter into this Agreement and to transfer title and physical possession of said horse. Seller warrants that Seller has no knowledge of any health, unsoundness or behavioral related issue that would make said Horse unsuitable for activities associated with horses of similar age and training. Seller will provide a Coggins Test performed on said horse that was performed no older than 12 months of the date of this contract. Seller makes no other warranties, either express or implied, regarding the above-described horse, including but not limited to any warranty of merchantability or fitness for a particular purpose.
3. The total purchase price to be paid by Buyer is: _____. If funding is paid by Credit Card through PayPal there is an additional PayPal usage fee of 3.3% to be paid by buyer.
4. Seller shall transfer a valid Registration and/or Transfer Certificate to Buyer for said horse upon the payment of all funds and the clearing of such funds in Seller's bank. Buyer shall bear the cost of obtaining registration and/or transferring registration of said Horse into Buyer's ownership. All funds must have cleared Seller's bank prior to the horse leaving Seller's property. In the event that a U.S. bank cashier's check is presented for payment, registration and transfer papers will be held until the funds have cleared Seller's bank as good and valid.
5. Buyer has the right to have a veterinarian of his choice inspect the horse prior to the purchase of Horse at Buyer's expense. Seller is not obligated to hold said horse without a deposit. Deposits are non-refundable and only cover the time in board for the horse while the Buyer makes final decision. Board is \$10 per day. Deposits will not be accepted for more than 3 weeks duration.
6. If Horse is located on Seller's property after 13 days of receipt of full funding, starting on the 14th day, Buyer will be responsible for payment to Seller for board payments of \$10 per each day the horse remains on Seller's premises. All board payments must be paid in full

before Horse will be allowed to leave Seller's property. In this event, Buyer agrees to enter and bide to the standard boarding contract for Seller's Farm.

7. If Buyer should default with respect to any material condition or covenant thereof, by him/her/them to be performed, Seller may, but need not, declare this Agreement to be terminated. The Buyer shall be responsible for Seller for reasonable attorney's fees and court costs related to any breach.
8. No delay or omission to exercise any right, power, or remedy accruing to either party on any breach or default of Buyer under this lease shall impair any such right, power, or remedy of said party, nor shall it be construed to be a waiver of any such breach or default theretofore or thereafter occurring. Any waiver, permit, or approval of any kind or character on the part of either party of any provision or condition of this lease, must be in writing and should be effective only to the extent in such writing specifically set forth. All remedies, either under this lease or by law, or otherwise afforded to Seller, shall be cumulative and not alternative.
9. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, assigns, successors and/or personal representatives. This Agreement contains the entire Agreement between the parties and no party to this Agreement has relied upon any representations, whether oral or written, not contained herein.
10. This Agreement shall be construed in accordance with the laws of the state of Texas and is performable in Denton County, Texas.
11. This constitutes the entire Agreement between the parties. Any modifications or additions MUST be in writing and signed by all parties to this Agreement. No oral modifications or additions will be considered to be part of this Agreement unless reduced to writing and signed by all parties.

Dated: _____

Seller: Carol Morin
725 Estates Drive
Copper Canyon, TX. 75077
940-241-2627
ctarabians@ctarabians.com

Buyer: _____

Signature / date