

HORSE PURCHASE AGREEMENT

(Buyer / Seller Agreement with Welfare Standards & Limited Buyback Guarantee)

This Horse Purchase Agreement ("Agreement") is entered into on _____, by and between:

Seller:

Farm Name: _____

Address: _____

Phone / Email: _____

Buyer:

Address: _____

Phone / Email: _____

1. HORSE IDENTIFICATION

The horse subject to this Agreement is described as follows:

- **Registered Name:** _____
- **Barn Name:** _____
- **Breed:** Paso Fino
- **Sex:** ☐ Stallion ☐ Mare ☐ Gelding
- **Color:** _____
- **Date of Birth:** _____
- **Registration Number (if applicable):** _____
- **Microchip / Tattoo (if applicable):** _____
- **Tier Classification:** ☐ Tier I ☐ Tier II ☐ Tier III ☐ Tier IV

2. PURCHASE PRICE & PAYMENT

The total purchase price of the horse is \$_____.

Payment terms (check one):

- ☐ Paid in full at signing
- ☐ Deposit of \$_____, with balance due by _____

Ownership transfers to Buyer upon receipt of full payment.

3. CONDITION OF SALE / AS-IS DISCLAIMER

Buyer acknowledges that horses are inherently unpredictable animals and agrees that the horse is sold **AS IS, WITH ALL FAULTS**, with no warranties expressed or implied, including but not limited to future performance, soundness, temperament, or suitability for a particular purpose.

Buyer has been given the opportunity to:

- ☐ Conduct a pre-purchase veterinary examination (PPE)
 - ☐ Voluntarily waive a PPE
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4. TRANSFER OF RISK

Risk of loss, injury, illness, or death transfers to Buyer upon physical delivery of the horse or pickup by Buyer or Buyer's agent.

5. WELFARE OF THE HORSE (MANDATORY)

Buyer agrees that the horse shall be maintained at all times in accordance with **generally accepted equine welfare standards**, including but not limited to:

- Adequate daily nutrition and access to clean water
- Routine hoof care and veterinary care
- Safe shelter and appropriate turnout
- Humane handling, training, and transportation
- Compliance with all applicable animal welfare laws

Buyer acknowledges that neglect, abuse, abandonment, or placement in unsafe or inhumane conditions constitutes a **material breach** of this Agreement.

6. FIRST-YEAR BUYBACK GUARANTEE (LIMITED)

Seller offers a **one-time First-Year Buyback Guarantee**, subject to the following conditions:

Eligibility:

- The guarantee is valid for **one (1) calendar year** from the date of purchase.
- Buyer must notify Seller **in writing** of their intent to exercise the guarantee within that one-year period.

Buyback Terms:

- Seller agrees to repurchase the horse for **the original purchase price or less**, at Seller's sole discretion.
- The horse must be returned in **good condition**, free from:
 - Neglect or abuse
 - Undisclosed injury or chronic lameness
 - Significant deterioration in health or condition
 - Behavioral damage caused by improper handling or training

Inspection:

- Seller reserves the right to:
 - Inspect the horse prior to acceptance
 - Require a veterinary evaluation
 - Decline buyback if conditions are not met

This buyback guarantee:

- Applies **only once**
- Does **not** constitute a lifetime return policy
- Does **not** override Seller's discretion regarding acceptance

7. RIGHT OF FIRST REFUSAL (AFTER FIRST YEAR)

If Buyer becomes unwilling or unable to keep the horse **after the first year**, Seller retains a **Right of First Refusal (RFR)**.

Buyer must notify Seller in writing prior to selling, gifting, leasing, or transferring the horse. Seller shall have **30 days** to respond and may elect to repurchase, match a third-party offer, or decline.

Seller is **not obligated** to repurchase the horse.

8. PROHIBITION AGAINST AUCTIONS & SLAUGHTER CHANNELS

Under no circumstances shall the horse be sold, consigned, or transferred to:

- Livestock auctions
- Kill pens
- Slaughter pipelines
- Known intermediaries associated with slaughter markets

Violation of this provision constitutes a **material breach** of this Agreement.

9. NO “RETURN ANYTIME” POLICY

Except as expressly stated in Section 6 (First-Year Buyback Guarantee), this Agreement does **not** create a return-at-will or open-ended return obligation.

10. TRANSPORTATION

Transportation arrangements are:

- ☐ Buyer’s responsibility
 - ☐ Seller’s responsibility (details: _____)
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11. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of _____.

12. ENTIRE AGREEMENT

This Agreement constitutes the **entire agreement** between Buyer and Seller. Any amendments must be in writing and signed by both parties.

13. SIGNATURES

Seller Signature: _____

Printed Name: _____

Date: _____

Buyer Signature: _____

Printed Name: _____

Date: _____