

BELLISSIMA FARMS
Mailing address
21 Tyrol Extension
Monessen, PA 15062
(480) 215-6568

PURCHASE - SALE AGREEMENT

Date _____

Agreement is made between Bellissima Farms of PA, hereinafter referred to as SELLER and:

BUYER street address

city state zip country

hereinafter referred to as BUYER

A. CONSIDERATION

In consideration of the sum of \$ _____ US Dollars, SELLER agrees to sell BUYER the horse described herein and BUYER agrees to buy said horse on the terms set forth herein.

Name of horse _____ DOB _____ Mare Stallion Gelding

Color/description _____

Sire: _____ Dam: _____ Registry # _____

In foal: yes no By stallion _____

Additional notes

Agreement is contingent on horse being in good general health & fit to engage in its intended use as evidenced by the successful completion of a pre-purchase physical exam conducted by a licensed equine veterinarian.

B. PAYMENT TERMS

deposit _____ amount in full _____ short term payments amt/date due _____

Payments preferred by bank wire: **Bellissima Farms LLC/Ursula Levy**

Wire instructions: PNC Bank 840 Rostraver Rd, Belle Vernon, PA 15012 1-877-287-2654
Route 043 000 096 Acct 105 600 8727

Internatl wires Swift code (BIC) PNC CUS 33 PNC Bank 500 1st Ave Mailstop: P7 PFSC 03 W Pittsburgh PA 15219

Late charges of \$10.00 per day will be assessed to BUYER for installment obligations over 3 days late.

Should BUYER fail to make payments on time, SELLER has the option to declare balance of note due & payable immediately. Buyer also risks forfeiture of horse **with SELLER retaining funds paid – NO refunds.**

C. SECURITY

To secure payment & duties of obligation, SELLER retains security interest in horse in the form of horse remaining with sellers property/official registration papers which will not be transferred until final payment has cleared.

SELLER agrees to convey all necessary documents to transfer registration to BUYER – Buyer responsible to register in their name. BUYER may not remove horse from custody of SELLER until verified clearance of total amount owed to SELLER.

Horse to be transported to new owner by date _____ afterwards, BUYER is responsible for paying SELLER board rates of \$20.00 a day while horse remains at SELLERS property unless other arrangements have been made.

D. DELIVERY

Horse will be open to BUYERS custody upon completion/clearance of total payments & all other factors which constitute fulfillment of contract.

BUYER is responsible for the delivery of horse. All transportation arrangements & expense at BUYERS expense. Pickup date identified above. **PU address: 446 Boy Scout Camp Road, Smithton PA 15479**

E. CARE

Prior to removal of horse from SELLERS property, SELLER shall have the duty to provide reasonable care of feed, grain, exercise, farrier, breeding. Buyer has responsibility of vet fees, medication, training.

F. WARRANTIES

SELLER warrants clear title to horse. All necessary documentation regarding registrations, etc. will be transferred to BUYER upon completion of payment in full to seller as described by the terms set forth within this agreement. No other warranties are implied or expressed.

G. REGISTRATION & OWNERSHIP TRANSFERS

Upon payment in full, SELLER agrees to execute all necessary papers and to take all steps necessary to transfer ownership and registration of animal to BUYER. Buyer shall pay transfer fees.

H. RISK OF LOSS

BUYER MUST have horse insured until horse arrives at destination.

******BUYER must provide proof of insurance on said horse to protect their interests as SELLER is hereby held harmless by BUYER in the event of accident, illness, injury or death of animal.**

I. PRE-PURCHASE EXAM via Vet

It is suggested BUYER obtain, at BUYERS expense, a pre-purchase exam by a licensed equine vet. If BUYER opts not to have such a said exam performed on horse prior to purchase, BUYER assumes all risk of illness, injury, loss of use, unsoundness and/or death after purchase. It is the opinion of SELLER that no horse should ever be purchased without a vet exam to insure horse is suitable for the purpose intended; i.e. breeding exam done on breeding stock, soundness exam done on riding stock, etc.

J. ADDENDUM

An addendum, signed by both parties may be attached to this contract if further stipulations and agreements are to be included in this contract. Addendums must be signed and dated by both parties.

K. LAW

Terms of this agreement & disputes developing there under shall be enforced & construed in accordance with the laws of the State of Pennsylvania

L. DEFAULT

Upon material breach of this agreement by one party, the other party may terminate same. Upon breach by BUYER, at any point, **ANY MONEY PAID WILL NOT BE REFUNDED.**

On any breach, the other party shall have the right to recover from said breaching party all reasonable attorneys' fees & court costs in State of PA.

Executed this _____ day of _____, 201____ @ Bellissima Farms

SELLER - representing Bellissima Farms

Date _____

BUYER

Date _____

CONFIRMATION - VET CHECK ADVICE

I confirm I have received advice to vet check my horse.

(Check one)

_____ I have decided to vet check my horse.

_____ I have decided NOT to vet check my horse.

Vet check to be/has been completed by _____ Date _____

_____ Buyer _____ Date _____

_____ Seller/Agent _____ Date _____

RIGHT OF FIRST REFUSAL

Should new owner elect to sell horse , _____

Bellissima Farms, via Ursula Levy/Ted Opalinski, reserves the right to retain Right of First Refusal on re-purchase of animal before horse is advertised for sell or offered to any other party, allowing a period of 20 days to allow for response.

To verify date of offering, notification to be made in writing – via email..

I agree to deliver Right of First Refusal to Bellissima Farm:

_____ Buyer _____ Date _____

INSURANCE

We value your business AND friendship, therefore, Bellissima Farms requires Buyers to insure their horse through a reputable equine insurance company in order to cover all unforeseen circumstances.

Incident/accident may occur – thus incurring serious costs – w/ the potential of driving an unnecessary financial wedge between Seller and Buyer.

Notification of equine insurance (@minimal cost) to potentially protect against future losses, illustrates a genuine continued interest in Buyers confidence.

Seller identified as loss payee. Proof of insurance to be emailed within one week upon signature of document.

I agree

Buyer

Date