

Agreement of Sale

Name of Horse:

Description: Year of Birth:

Color: Sex: Breed: Height:

The above described horse, owned by:

Little Bit Therapeutic Riding Center 18675 NE 106th St. Redmond, WA. 98052

Is sold to:

Purchaser: Address:

Purchase price: \$INSERT

Date of Agreement:

- 1. The Seller makes the following representations:
- 1.1 Seller makes no warranties or guarantees whatsoever as to the soundness, suitability, health or usefulness of the Horse. Seller makes no warranties, either express or implied, including but not limited to any implied warranty of merchantability or fitness for any purpose.
- 1.2 Horse is subject to the terms and conditions of an "as is" sale.
- 1.2 Seller is the sole owner of Horse and has authority to enter into this Agreement.
- 1.3 There is no lien or encumbrance on the Horse.
- 2. Buyers Representations and Warranties
- 2.1 Buyer warrants that they have had the option to review and inspect the horse condition and health, including any veterinary examinations, at the Buyers expense.
- 2.2 Buyer warrants that the Seller has given the Buyer the opportunity to ride, test and vet the horse.
- 2.3 Buyer states that any individual or organization in possession of the equine as of the date of the agreement and any time thereafter is bound to not sell the equine at auction for slaughter or allow the equine to be sold, transferred, released, or otherwise placed into possession of any person or organization that will cause or allow the equine to be sold at auction for slaughter.
- 2.4 Buyer will not breed the horse.
- 3. RISK OF LOSS. Upon completion of the Sale Horse defined in this agreement, Buyer assumes all risk of loss or injury to Horse.
- 4. ASSIGNMENT. No party may assign or transfer this Agreement without the prior written consent of the other party.



- 5. ATTORNEYS' FEES. 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 the losing party reasonable attorneys' fees, costs and expenses incidental to any such proceedings, including reasonable attorneys' fees incurred in collecting any judgment awarded as a result of liability established pursuant to this Agreement.
- 6. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of. Washington. Any legal action commenced to enforce or interpret this Agreement shall be brought in King County, Washington State. The parties hereto consent to both venue and jurisdiction in King County, Washington State, and any attempt to pursue legal action in any other state shall be void for lack of jurisdiction in that foreign court.
- 7. 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.
- 8. 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:	
	Signature
	Name Printed
	Address
	Email address
	Phone
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PURCHASER:	
	Signature
	. Name Printed
	. Address
	. Email address
	. Phone