



HAKU BALDWIN CENTER HORSE PURCHASE AND SALE AGREEMENT

1. **PARTIES:** This sale agreement (the “Agreement”) is being entered into this, _____ day of _____ (Month, Year) (the “Effective Date”) by:

Name: (“Seller”) _____
Address: _____

And

Name: (“Buyer”) _____
Address: _____

2. **THE HORSE PURCHASED:** The seller agrees to sell, and the Purchaser agrees to purchase the following horse:

Name: _____
Registration Number: _____
Color/Markings: _____
Sex: _____
Date of Birth: _____
Location: _____

3. **PURCHASE/ADOPTION & PAYMENT:** The total purchase price for the horse described above is \$ _____ and is payable in full at the time of delivery/pickup to the Seller.

3.1. Upon payment, in full as set forth above, the Seller, at no additional cost to the Purchaser, shall promptly take all legal actions necessary to officially transfer ownership and registration of the Horse to the Purchaser, if applicable. Seller agrees to provide Purchaser with all Ownership and Registration Certificates upon completion of final payment.

4. **VETERINARIAN’S EXAMINATION:** The Purchaser has the right to perform a pre-purchase veterinary examination. The veterinarian to examine the horse is at the sole discretion of the Purchaser. The cost of the veterinary examination is to be paid by the Purchaser. If the veterinarian’s examination discovers a previously undisclosed infirmity, illness, or ailment, the Purchaser shall have the right to rescind the sale. Purchaser and Seller agree on the approved workload and duties for the Horse and the Purchaser’s intended use.

- 5. 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 OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASE OF THIS HORSE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN "AS IS" SALE.
 - 5.2.** Seller is the sole owner of the Horse and has the authority to enter into this Agreement.
 - 5.3.** There is no lien or encumbrance on the Horse.
 - 5.4.** Upon Seller's receipt of the full Purchase Price, the Seller shall provide the Purchaser with the Horse's registration papers, if any, and all other documents necessary to transfer the Horse's registration from the Seller to the Purchaser.
 - 5.5.** The Seller agrees that the Purchaser/Adopter can return the Horse to Haku Baldwin Center free of charge.
- 6. PURCHASER'S REPRESENTATIONS AND WARRANTIES:**
- 6.1.** PURCHASER WARRANTS THAT SHE/HE HAS PERSONALLY INSPECTED THE HORSE AND FOUND IT SUITABLE FOR THE INTENDED PURPOSE.
 - 6.2.** PURCHASER WARRANTS THAT SHE/HE HAS HAD THE HORSE INSPECTED BY A VETERINARIAN OF THEIR CHOOSING AND IS SATISFIED THAT THE VETERINARY PRE-PURCHASE EXAMINATION HAS MET ALL OF THEIR REQUIREMENTS AND SUPPORTS THE PURCHASER'S CONCLUSION THAT THE HORSE IS SUITABLE FOR THE INTENDED PURPOSE.
- 7. RISK OF LOSS:** Upon the Transfer and Possession of the Horse, as defined in paragraph 3.1 above, the Purchaser assumes all risk of loss or injury to the Horse.
- 8. ASSIGNMENT:** No party may assign or transfer this Agreement without the prior written consent of the other party.
- 9. BUYER GUARANTEES:** The Buyer states that She/he is not a kill buyer, a buyer who purchases the Horse with the intent to slaughter, or an agent to a kill buyer, and the Buyer agrees not to transfer the Horse to any auction or sale program or facility wherein the Horse may be purchased for slaughter and meat.
- 9.1.** If the Buyer breaches this clause, the Buyer agrees to pay to the Original Owner the amount equivalent to \$10,000.00 ten thousand dollars (the "Damages"), and the horse must be returned to Haku Baldwin Center.
 - 9.2.** The Buyer agrees to the following: site inspection of potential stable and its conditions, annual updates with pictures of said horse, and allows for unannounced and scheduled visitation.
 - 9.3.** Any individual or organization in possession of the equine as of the date of the agreement and any time thereafter is bound not to 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.
 - 9.4.** The Buyer states that She/he is not a kill buyer or buyer who purchases the Horse with the intent to slaughter or an agent to a kill buyer.

- 9.5. The Buyer agrees not to transfer the Horse to any auction or sale program or facility wherein the Horse may be purchased for slaughter and/or meat as of the date of this agreement and any time after that.
- 9.6. The Buyer and any future Buyer agree to incorporate the following statements into any future agreements as a condition of any future sale of the Horse: 1) The Buyer agrees to give Haku Baldwin Center (the "Original Owner") the right of first refusal to purchase the Horse if the Buyer offers the Horse for sale as of the date of this agreement and any time after that. 2) The Buyer agrees to notify the Original Owner of the Buyer's intent to sell the Horse. 3) The Original Owner shall have fifteen (15) days from receipt of notice to either accept or decline to purchase the Horse.
- 9.7. The Buyer agrees that re-homed equines cannot be bred.
10. **RIGHT OF REFUSAL:** The Buyer agrees to give the Seller the first right of refusal to purchase the Horse if the Buyer offers the Horse for sale as of the date of this agreement and any time after that.
- 10.1. The Buyer agrees to return the horse before any drastic or inhumane actions are taken if it does not "fit" into their home or program.
- 10.2. This agreement shall remain in effect until the death of the equine. The terms of this agreement are binding on any future adopter or any third-party person or entity taking possession of the equine, and this agreement must be incorporated as an addendum to any future agreement.
11. **ATTORNEY'S FEES:** If a 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 all reasonable attorney's 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.
12. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws of the State of Hawaii. Any legal action commenced to enforce or interpret this Agreement shall be brought in Maui County, Hawaii State. The parties hereto consent to both venue and jurisdiction in Maui County, Hawaii State, and any attempt to pursue legal action in any other state shall be void for lack of jurisdiction in the foreign court.
13. **ENTIRE AGREEMENT:** All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Agreement, which contains the entire agreement between parties. This Agreement may not be modified or amended in any manner except by an instrument in writing executed by both parties.
14. **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 considered as 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: _____

PURCHASER: _____
SIGNATURE: _____
NAME PRINTED: _____
ADDRESS: _____
EMAIL ADDRESS: _____
PHONE: _____