

AGENT DISCLOSURE AGREEMENT¹

THIS AGENT DISCLOSURE AGREEMENT² ("Agreement") is made and entered into as of this ____ day of _____, 20____, by and between (i)_____, (the "Agent") and (ii)_____, (the "Purchaser"). For the purposes of this Agreement, collectively, the Agent and Purchaser shall be referred to as the Parties (the "Parties.")

WHEREAS, Purchaser is a prospective buyer of a horse(s) suitable for _____.

WHEREAS, Agent is an independent contractor who has expertise in the equine business/industry, including the purchase and sale of horses. Furthermore, Agent desires to act as Purchaser's Agent in the purchase of a certain horse(s).

WHEREAS, Purchaser is willing to retain the services of AGENT as Purchaser's Agent, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Parties do hereby agree as follows:

1. Agent agrees to use its best efforts on behalf of Purchaser to locate suitable horses for future purchase and to negotiate the purchase of such horses desired by Purchaser at the lowest price possibly offered by the seller or sellers thereof.
2. Purchaser hereby retains the services of Agent as Purchaser's Agent for the purposes of locating a horse(s) meeting the specific requirements of Purchaser and negotiating the terms of any purchase by Purchaser.
3. Agent acknowledges that Agent acts as Purchaser's fiduciary with respect to his/her obligation under this Agreement. Any of the following acts or omissions shall constitute a breach of Agent's duties including but not limited to: (a) communicating any false or misleading information to Purchaser regarding the horse under Purchaser's consideration; (b) failing to disclose to Purchaser the true price at which any horse under consideration by Purchaser has been offered for sale; (c) arranging with any person or persons the sale of a horse to Purchaser at

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² As with all of the sample documents displayed by the USHJA, it is the best practice to retain an attorney who has the opportunity to familiarize him or herself with the specifics of each transaction and customize documents to the needs of that transaction depending upon the exact arrangement with the Horse in question.

- an inflated price; (d) entering into any other agreement with any person with respect to any transaction involving the sale of a horse to Purchaser, other than an agreement which has been fully disclosed to Purchaser and which Purchaser has consented to in writing; (e) failing to disclose to Purchaser any ownership interest of Agent in any horse Purchaser has under consideration; or, (f) otherwise acting in any manner contrary to the best interests of Purchaser.
4. Agent further acknowledges to Purchaser that Agent understands his/her duty to disclose to Purchaser any adverse/dual interests Agent has in a transaction concerning the subject matter of this Agreement, including but not limited to disclosing any other person Agent is acting on behalf of and any compensation Agent is being paid. *[Initial any and all applicable provisions below.]*³
- i. Agent is employed by _____ concerning a horse under consideration by Purchaser and is being compensated \$ _____ for those services.
 - ii. Agent is not employed by any other persons or entities regarding a horse under consideration by Purchaser and is not being paid any additional compensation other than that expressly mentioned in this agreement.
 - iii. Agent has a _____% ownership interest in a horse under consideration by Purchaser.
5. Agent's remuneration, unless otherwise disclosed in this Agreement, for Agent's services in connection with the purchase of any horse by Purchaser during the term of this Agreement shall be a commission of _____% of the purchase price of the Horse. Agent's sole compensation for their services in connection with Purchaser's purchase of the Horse during the term of this Agreement shall be a the aforementioned commission. Such commission is to be paid by Purchaser directly to Agent upon Seller's acceptance of Purchaser's wire transfer or other transfer of the Purchase Funds.
6. Agent further acknowledges that failing to disclose and receive consent from Purchaser for any adverse/dual interest Agent may have in a transaction concerning the subject matter of this Agreement, including but not limited to acting as a dual agent, may constitute fraud and subject Agent to civil and/or criminal prosecution.
7. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of _____, and any litigation arising out of this Agreement shall be commenced in _____.

³ As with all of the sample documents displayed by the USHJA, this provision may need further customization depending upon the exact arrangement with the Horse in question.

8. The recitals set forth above are incorporated into this Agreement as fully set forth herein.

WITNESS the following signatures on the day and year first written above.

AGENT:

PURCHASER:

(Print Name of Agent)

(Print Name of Purchaser)

Signature of Agent:

Signature of Purchaser:

Date:

Date:

BILL OF SALE¹

THIS BILL OF SALE AND AGREEMENT² ("Bill of Sale") is made and entered into as of this ___ day of _____, 20__, by and between (i) _____, a resident of _____ (the "Seller") and (ii) _____, a resident of _____ (the "Purchaser").

1. **Sale.** The Seller, for valuable consideration as set forth in the attached **Schedule I**, which is made a part hereof by this reference, hereby grants, conveys, transfers, bargains, sells and delivers to the Purchaser, its successors and assigns, all of their right, title and interest in and to the horse herein described as (the "Horse"):

Name:

Color:

Markings:

Breed:

Sire:

Dam:

Sex:

Age:

[Insert a full description of the horse including any additional available descriptors including height, tattoos or other distinguishing characteristics which could include registration numbers or attaching and reference passport documents or registry papers which can be exhibits to the Bill of Sale].

2. **Representations and Warranties of Seller.** The Seller represent and warrant to Purchaser:

- a. Seller has full capacity and full power and authority to execute, deliver and perform upon this Bill of Sale and all other documents referred to herein.
- b. Sellers own good and marketable title in and to one hundred percent (100%) of the Horse which is hereby conveyed.
- c. There are no liens, claims, charges, pledges, leases, hypothecations, security or other interests or encumbrances on, against or in connection with the Horse.

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- d. Seller will defend against any claim or claims of persons who may challenge Seller's authority to convey marketable title.
- e. The execution, delivery, and performance of this Bill of Sale by Sellers and the sale of the Horse pursuant hereto, does not violate any laws, regulations, orders, decrees or rules of any kind binding upon or effecting Sellers or this transaction, nor does it require the consent of any person, governmental agency or any other body of any kind.
- f. Seller makes no additional express or implicit representations as to the soundness, health, confirmation, or fitness for any particular purpose or use of the horse and Purchaser accepts the horse "as is." Purchaser has had the opportunity to have a pre-purchase examination performed on the horse by a veterinarian of Purchaser's selection at Purchaser option and expense.
- g. Sellers' representations and warranties contained herein are accurate, correct and true.
- h. Seller acknowledges that the Horse has been delivered into the possession of Purchaser on or before the date of this Bill of Sale.

3. **Representations and Warranties of Purchaser.** The Purchaser represents and warrants to Seller:

- a. Purchaser has full capacity and full power and authority to execute, deliver and perform this Bill of Sale and all other documents referred to herein.
- b. The execution, delivery and performance of this Bill of Sale by Purchaser and the purchase of the Horse pursuant to hereto does not violate any laws, regulations, orders, decrees of any kind binding upon or effecting Purchaser of this transaction, nor, does it require the consent of any person, government, governmental agency, or other body of any kind.
- c. Purchaser acknowledges that the horse is sold "as is" and "where is" and "with all faults." Purchaser acknowledges that Purchaser has conducted such investigations and inspections as Purchaser deems appropriate, including the use of a qualified veterinarian, who Purchaser deems appropriate, and is satisfied with the horse's condition.
- d. Purchasers acknowledge that the Horse has been delivered into the possession of Purchaser on or before the date of this Bill of Sale.

3. **Sale Final; No Warranties.** This sale is agreed to be final with no warranties, guarantees or other promises. Purchaser assumes all risks, responsibilities, and liabilities on the Horse upon execution of this document.

4. **Consideration, Commission, and Other Remuneration.** The Horse described above is sold in exchange for consideration of the purchase price articulated in **Schedule I**, which is made a part hereof by this reference. Purchaser is responsible for payment of a commission to his/her agent and Seller is responsible for payment of a commission to his/her agent. The names of other persons or entities receiving commissions shall be listed herein:

[insert names of any and all other agents or parties obtaining any portions or percentages of any consideration or commission.]

5. **Governing Law.** The parties have mutually agreed that this Bill of Sale shall be construed in accordance with, and shall be governed by, the laws of the State of _____.

6. **Entire Agreement.** This document contains the entire agreement between the parties, and there are no other terms or agreements, whether oral or written, not herein stated. Any modification of this Bill of Sale must be in writing, signed by both parties.

SELLER:

As the person signing below on behalf of the Owner, I hereby confirm that I am the lawful Owner of this Horse or the Owner's duly authorized agent, and I am authorized to convey legal title to the Horse pursuant to this Bill of Sale. See Fla. Admin. Rule 5H-26.004

PURCHASER:

As the person signing below on behalf of the Purchaser, I understand that any warranties or representations from the Owner or Owner's Agent that I am relying upon in acquiring this Horse, including warranties or representations with respect to the age of the Horse, medical condition, prior medical treatments, and the existence of any liens or encumbrances, should be stated in writing as part of this Bill of Sale. See Fla. Admin. Rule 5H-26.004

(Print Name of Seller's Agent)

(Print Name of Purchaser's Agent)

Signature of Seller's Agent:

Signature of Purchaser's Agent:

Date:

Date:

(Print Name of Seller)

(Print Name of Purchaser)

Signature:

Signature:

Date:

Date:

Address of Seller:

Address of Purchaser:

Phone Number of Seller

Phone Number of Purchaser

SAMPLE - DO NOT COPY

PURCHASE-SALE AGREEMENT¹

THIS PURCHASE-SALE AGREEMENT² ("Agreement") is made and entered into as of this ____ day of _____, 20____, by and between (i) _____, (the "Seller") and (ii) _____, (the "Purchaser").

1. **Parties** Collectively, the Seller and Purchaser shall be referred to as the Parties (the "Parties.")

SELLER:

PURCHASER:

(Print Name of Seller)

(Print Name of Purchaser)

Address of Seller:

Address of Purchaser:

(Print Name of Seller's Agent)

(Print Name of Purchaser's Agent)

2. **Horse to be Purchased**

Description:

[Insert a full description of the horse including color, gender, height, age, markings, sire and dam, tattoos or other distinguishing characteristics which could include registration numbers or attaching and reference passport documents or registry papers which can be

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exhibits to the Bill of Sale], hereinafter referred to the Horse ("Horse").

3. **Purchase Price**

3.1 Price. The Horse described above is sold in exchange for consideration of the purchase price of \$ _____. The Purchase Price shall be paid on or before _____. Purchaser is responsible for payment of a commission to his/her agent and Seller is responsible for payment of a commission to his/her agent. Any other persons receiving commissions shall be listed herein:

[insert names of any and all other agents or parties obtaining any portions or percentages of any consideration or commission.]

3.2 Transfer of Possession. Seller shall tender delivery of the Horse to Purchaser at _____ [location of delivery] upon Seller's receipt of the purchase price from Purchaser.

4. **Purchase Contingency**

4.1 Veterinary Examination. Purchaser's obligation to purchase the Horse is subject to an inspection and written certification of the Horse by a licensed veterinarian, selected and paid for by the Purchaser. Certification shall state to Purchaser's satisfaction that the Horse is in good physical condition and fit for the intended purpose or use contemplated by the Purchaser. Purchaser is responsible to communicate directly with the pre-purchase veterinarian regarding the scope of the examination and any and all results of the examination. Purchaser agrees to permit the Seller, at any time, to review the pre-purchase examination record and any and all diagnostic tests from the examination.

4.2 Designated Veterinarian. The Parties agree that the following named veterinarian shall perform the pre-purchase examination on the Horse:

4.3 Time to Complete the Examination. From the effective date of this Agreement, Purchaser shall have _____ days to complete the examination of the Horse ("Inspection Period"). Failure of the Purchaser to complete the examination during the Inspection Period shall constitute a waiver of this

contingency unless the Parties otherwise mutually agreed in writing to extend the Inspection Period.

5. Seller's Representations and Warranties As of the date of this Agreement, the Seller makes the following representations and warranties:

a. **Horse's Physical Condition.** As of the date of this Agreement, and to the best of Seller's knowledge and belief, the Horse is currently sound and in good physical condition. Seller is NOT a veterinarian and no reliance shall be made on Seller's statement as to the health or condition of the Horse. Seller has disclosed any and all known medical conditions, vices, and medical treatments:

b. **Veterinary Records and Examination.** Seller has provided Purchaser with copies and/or access to Horse's vaccination records as well as any other records in Seller's possession. If Seller does not have physical copies of veterinary records, Seller has provided name, contact information, and authorization to speak with any and all veterinarians who have treated the Horse throughout the duration of Seller's ownership of the Horse. If Purchaser fails to timely secure documentation and review of said records prior to the execution of the Bill of Sale and transfer of possession of the Horse, Purchaser does so at his/her own peril and waives the right to condition the validity of sale on the basis of non-disclosure of said records.

c. **Horse's Behavior.** To the best of Seller's knowledge and belief, Horse currently exhibits the following behavioral issues:

[List any known behavior issues ie. cribbing, weaving, rearing, kicking, mounting issues.]

d. **Ownership of Horse.** Seller warrants that Seller is the sole owner of the Horse,³ and that the horse is free of any liens or encumbrances and Seller has authority to enter into this Agreement.

e. **Transfer of Possession and Registration.** Upon Seller's receipt of the full Purchase Price, Seller promises to deliver possession of the Horse and provide Purchaser with Horse's registration papers, if any, and documents necessary to transfer registration of the Horse.

³ This paragraph would likely be modified depending on the actual ownership interests for the Horse as there may be more than one party with an ownership interest. In any case, all parties' interests should be disclosed.

6. **Assignment** No party may assign this Agreement without the prior written consent of the other party.

7. **Governing Law.** The parties have mutually agreed that this Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of _____.

8. **Entire Agreement.** This document contains the entire pre-purchase agreement between the parties, and there are no other terms or agreements, whether oral or written, not herein stated. Any modification of this Agreement must be in writing, signed by both parties. Upon completion of the terms of this Agreement, a Bill of Sale shall be executed by the Parties.

SELLER:

PURCHASER:

(Print Name of Seller)

(Print Name of Purchaser)

Signature of Seller:

Signature of Purchaser:

Date:

Date: