



## Transfer of Ownership Agreement

This Agreement is made by and between EquiCenter, Inc., a New York not-for-profit corporation ("EquiCenter" - Owner), and \_\_\_\_\_, a resident of [insert owner's town and state of residence:] \_\_\_\_\_ (Buyer).  
as of \_\_\_\_\_.

The following terms & conditions apply:

**1. Description.** The Seller agrees to sell the following horse (the "Horse"):

Name of Horse: \_\_\_\_\_  
Age: \_\_\_\_\_ DOB: \_\_\_\_\_  
Registration number: \_\_\_\_\_  
Color/Markings: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Sex: \_\_\_\_\_

### 2. Consideration

Buyer will pay Seller the total sum of \$ \_\_\_\_\_

### 3. Seller's Representations and Warranties

- A. Seller warrants that Seller holds clear title to the Horse.
- B. To the best of Seller's knowledge the Horse is in good health and condition.
- C. Seller will ensure that the Horse continues to be in good health and condition up to and as of the date of shipping.
- D. Seller agrees to provide Buyer with copies of Horse's vaccination and other veterinary records in possession of Seller.
- E. Seller agrees to provide Buyer with Horse's registration papers, if any, and all other documents necessary to transfer registration of the Horse from the Seller to Buyer.
- F. Seller makes no other warranties, express or implied, including the warranties of fitness for a particular purpose.

#### **4. Risk of Loss**

Upon the receipt of consideration for the Horse and the provision by Seller of the documentation Seller agrees to provide pursuant to this Agreement, Buyer assumes all risk of loss of or injury to Horse.

#### **5. Right to Visit**

Seller may arrange with Buyer to visit the horse following the sale of the horse. Seller may not enter Buyer's property unless Buyer has provided prior consent to Seller.

#### **6. Future of Transfer of Ownership**

Buyer agrees that, if Buyer decides to transfer ownership of the Horse, Buyer will attempt to contact Seller prior to any relocation or ownership change of the Horse and offer the Horse to Seller first. Seller agrees to respond within five business days. If Seller has not responded within five business days, Buyer may proceed to transfer ownership of the Horse as Buyer, in Buyer's sole discretion decides; provided, however, 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.

#### **7. Governing Law**

This Agreement is governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Trial Period Agreement as of the date first above written above:

SELLER

BUYER

Signed:

Signed:

Print Name:

Print Name:

Address: EquiCenter, Inc.

Address:

3247 Rush Mendon Rd

Honeoye Falls, NY 14472