

**Free Rein Therapeutic Riding
Equine Rehoming/Adoption/Sale/Transfer of Ownership Agreement**

This Agreement (the "Agreement") is being entered into on the _____ of the
_____ month in the year _____.

Seller: Free Rein Therapeutic Riding 6919 N Walnut Rd, Spokane, WA 99217 ("Seller")

Buyer: _____ ("Buyer")

Buyer Address:

Description of Equine Rehomed/Adopted/Sold/Transferred
The Seller agrees to offer the following equine:

Registered Name ("Equine"): _____

Barn Name ("Equine"): _____

Registration Number: _____

Date of Birth/Approximate Year of Birth: _____

Color: _____

Face and Leg Markings: _____

Sex: _____

Horse? Mule? Other? _____

Rehoming/Adoption/Sale Price if Applicable: _____

Buyer shall pay Seller _____ **("Purchase Price")** for the equine. The Purchase Price shall be paid in cash or by check or other certified funds upon tender delivery of the equine to the Buyer. Seller shall tender possession of the Equine to buyer at the Equine's location upon receipt of the purchase price from the Buyer. Upon transfer of possession of the Equine, the Buyer assumes all risk of loss or injury to the Equine.

Resale/Rehoming/Lease: Should Buyer decide to re-home or sell Equine, Buyer must grant Seller first right of refusal prior to the Equine being placed into the possession of any individual or organization intending to take possession of Equine for any reason.

No Slaughter/No Auction: The undersigned agrees that Equine will not be resold at any type of auction, to a known horse broker, feedlot, or slaughter destination. *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.*

In the event the undersigned fails to comply with the terms of this Agreement, Seller reserves the right to commence legal proceedings to recover Equine, and the undersigned shall be liable for all costs including damages, inclusive of attorney's fees, in connection with such legal proceeding.

Buyer Agrees to the Following:

1. Buyer has owned and cared for equines in the past and is not a first time horse owner. Initials: _____
2. Buyer will be housing the equine with other equines. Initials: _____
3. Buyer agrees to meet and handle the equine before purchasing with the seller present. Initials: _____
4. Buyer agrees to host Seller for a home visit or video call before proceeding with the purchase or adoption of the equine. Initials: _____
5. Buyer agrees to send two updates to Seller post-purchase (one at 6 months post purchase and one at 12 months post purchase). Initials: _____
6. Buyer has provided a veterinary and farrier reference:
 - a. Veterinarian Name and Contact Information:
 - b. _____
 - c. Farrier Name and Contact Information:
 - d. _____
7. Buyer agrees to never breed the equine. Initials: _____
8. Buyer agrees to return the equine to Seller if there is a breach of contract. Initials: _____

Seller's Representations and Warranties: 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 Equine is subject to

the terms and conditions of an “as is” sale. It is further noted that the Seller is the sole owner of Equine and has authority to enter into this Agreement. There is no lien or encumbrance on the Equine. Upon Seller’s receipt of the Purchase Price, in full, Seller shall provide Buyer with Equine’s registration papers and all other documents necessary to transfer registration of the Equine from the Seller to the Buyer.

Governing Law and Venue: This Agreement shall be governed by the laws of Spokane County, WA. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in Spokane County, WA. The parties hereto consent to both venue and jurisdiction. 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 matter except by an instrument in writing executed by the parties. 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. No party may assign or transfer this Agreement without the prior written consent of the other party.

Signatures in Witness Whereof, the parties have executed this Agreement as of the day and year first written above:

Buyer: _____

Seller: _____