

Stillwater Farm Sales Agreement

Sale Agreement, dated the date set forth below (the "Agreement") among: Stillwater Farm ("Seller") and the Buyer ("Buyer") identified as:

New Gypsy Vanner Owner
20 Happy Pasture Road
Green Pasture, FL 00000

Whereas the Seller owns the horse identified below (Horse"); and whereas the Seller wishes to sell the Horse to the Buyer and the Buyer wishes to purchase the Horse from the Seller for the price and upon the terms and subject to the conditions set forth herein;

Description of Horse

- a. Name:
- b. Color:
- c. Breed:
- d. Sex:
- e. DOB

Consideration

In consideration of the total sum of \$00,000.00 (xxxxx thousand and no/100 dollars), Seller agrees to sell and Buyer agrees to purchase the Horse on the terms and conditions further set forth herein. Buyer hereby purchases from the Seller without representation or warranty by the Sellers except to title to the Horse, all of the Seller's right, title and interest in and to the Horse.

Payment Terms

Buyer shall pay Seller a deposit of \$00,000.00 and the balance of \$00,000.00 will be due within two weeks from execution of this contract or June 00, 2008

Removal of Horse

Buyer has 15 days to take possession of the horse. If transportation cannot be arranged before 15 days board will be assessed at \$750 per month. If the horse remains at Seller's facility longer than 30 days, and full payment has not been made, the Seller shall consider the horse abandoned, and may dispose of it in any manner which the Seller deems appropriate without recourse to the Buyer. Buyer and Seller agree that Buyer will take delivery of horse by June 00, 2008 unless other arrangements are made.

Transportation Costs

Reasonable transportation costs, based on current industry standards, will be paid by the Seller to deliver the horse to the Buyer.

Representations and Warranties

The Buyer is purchasing the Horse from the Seller on an “as is” basis. The Buyer represents and warrants that the Buyer and/or the Buyer’s veterinarian have previously inspected the Horse. If the Buyer is not satisfied with the pre-purchase exam for any reason then this Purchase Agreement will be null and void. The parties will have no further duties or obligations under the Agreement. Any monies paid to Seller for the horse will be refunded to the Buyer within five business days.

Buyer is purchasing the Horse on the basis of such inspection and not because of or in reliance upon any representation or warranty made by the Seller or any agent of the Seller, provided that the Seller represents and warrants that they have good title to the Horse free and clear of all liens and encumbrances, with full power and authority to sell and transfer the Horse to the Buyer. The Seller makes no other representations or warranties whatsoever, expressed or implied, of any nature, including without limitation any expressed or implied warranties concerning fertility, physical or mental condition, suitability, health, soundness or warranties of merchantability or fitness for any particular purpose, all of which warranties are hereby expressly disclaimed.

Registration and Transfer

If the horse is not registered, Seller agrees to provide all necessary paperwork to Buyer in order to apply for registration with the Gypsy Vanner Horse Society. Seller agrees to supply all paperwork necessary for the transfer of ownership once all monies have been paid and the return period has expired.

Return Policy

Buyer has 30 days, calculated from the date Buyer takes delivery of the horse, in order to determine if the horse is unsuitable to the Buyer. If the horse is unsuitable, for whatever reason, Buyer must notify Seller in writing before the expiration of the 30 days. Hand-delivery, e-mail, and certified mail are all acceptable methods of notice. If notice is received prior to the expiration of the 30 days, then Seller has the option to either: 1) buy the horse back at the purchase price paid; or 2) attempt to find a new Buyer. The option will be at the Seller’s own discretion. In either event, the Seller will refund to Buyer the full refund within 90 days from notification to Seller that the horse is unsuitable. In no case shall the total amount refunded exceed the purchase price as indicated on this agreement.

Buyer will forfeit the option for Seller to buy back the horse if it is not in the same condition as when Buyer first took possession of the horse. Alterations or damages to the Horse include but are not limited to the following:

The Horse has been gelded.

The Horse’s genitalia damaged or injured, or is not in good reproductive health;

The Horse’s mane, tail, forelock, or feather have been cut, shaved, rubbed-out, or otherwise damaged or shortened in length;

The Horse is injured, scarred, lame, sick, foundered, or dead;

A Pregnant mare which has aborted its foal or otherwise lost the pregnancy is not considered to be unsuitable under the Return Policy. Buyer understands that for many reasons beyond Seller’s control, mares may abort their pregnancies at any time during gestation, and Seller cannot guarantee any mare will remain “in-foal” up to the point of delivery to Buyer

Buyer will forfeit the Return for any mare and nursing-foal combination unless both the mare and foal meet the requirements for this Return Policy and are returned together. Buyer will forfeit the option for Seller to buy back any mare which has foaled while in the Buyer’s custody unless the foal is returned with the mare. Both the mare and foal must meet the requirements for this return policy.

In the event the horse is returned to the Seller, the Buyer shall pay for all transportation costs. If Seller finds a new Buyer for the horse, and the horse is delivered directly to that new Buyer, then the Buyer in this contract will pay for all shipping costs to deliver the horse to the new Buyer. Buyer is solely responsible for all costs and expenses associated with the horse except as provided herein.

Risk of Loss

In consideration of this sale, and pending delivery to Buyer, Seller agrees to use all reasonable means to ensure the horse is healthy and safe up to the time of shipment to Buyer, however, upon signing this Purchase Agreement, Buyer assumes the risk of loss of said horse, and agrees to pay all veterinary and/or farrier bills incurred on the horse after the date of this Purchase Agreement.

Default

If the Buyer defaults, then the Seller shall have the option to terminate the Agreement upon written notice to Buyer via Hand Deliver, Email or Certified mail and retain any monies paid by Buyer as remedy. If the Seller defaults the Buyer expressly agrees and consents that any remedy under this Agreement cannot exceed the purchase price of the horse. Each party shall be responsible for their own attorney's fees.

Liquidated Damages

Buyer and Seller agree and consent that any remedy under this Agreement cannot exceed the purchase price of the horse.

Miscellaneous

This Agreement shall be governed by the laws of the State of North Carolina. This Agreement constitutes the entire Agreement between the parties. Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral modifications will be considered part of this Agreement unless reduced to writing and signed by all parties. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder.

IN WITNESS WHEREOF, the parties hereto have executed duplicate originals of this Sale Agreement on the day and year below written.

Date, Buyer's Name, Signature, and Address

Date, Seller's Name, Signature, and Address