

THIS PURCHASE AGREEMENT ("Agreement") made and entered into as of the ___th day of _____, 2022, by and between _____ ("Buyer") and Angela Langston ("Seller") for the sale of _____ ("Horse"). In consideration of payment and receipt of Purchase

Price, Seller agrees to sell and Buyer agrees to purchase from Seller Horse under the terms set forth herein:

A. PURCHASE PRICE: The purchase price for the Horse shall be the sum of _____ (the "Purchase Price").

B. TRANSFER OF POSSESSION: In the event of payment failure, seller reserves the right to seize said horse from buyer or the buyer shall return the Horse in satisfactory condition to the seller. The sale will be nullified and all previous payments made will be forfeited Only upon complete payment will this agreement be considered fully executed. Ownership of horse will transfer immediately upon full execution of this document. Horse will remain on the property of the seller until this time. If buyer required a delay in pick-up of said horse or delivery of said horse, following this execution of this contract, the buyer accepts all liabilities for care of the horse and behavior of the horse while it remains at the seller's farm. All documents required to be delivered by parties or actions to be taken by parties will be delivered or taken at or before closing.

Buyer accepts responsibility for the Horse by signing this Agreement, and risk of loss passed immediately from Seller to Buyer upon delivery of Horse. Buyer is responsible for all board, veterinary, farrier and transportation expenses, as well as any other expenses relating to the well-being of said Horse after the date of full execution of this agreement.

C. VETERINARIAN EXAMINATION: Before the execution of this Agreement, Buyer shall cause a veterinarian of its choosing to examine the Horse. Buyer shall notify Seller of the results of the veterinarian examination upon completion of the examination. The results shall be acceptable to the Buyer in its reasonable discretion. If the buyer chooses not to have a vet exam then that right is waived following the signing of this agreement.

D. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller hereby represents warrants and covenants to Buyer that this agreement is valid, binding obligation of Seller, enforceable in accordance with its terms.

E. OTHER WARRANTIES: Except as expressly set forth herein, Seller makes NO OTHER REPRESENTATIONS OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE HEALTH, PHYSICAL CONDITION OR SOUNDNESS, ITS BREEDING SOUNDNESS, FERTILITY, OR ANY OTHER MATTER, AND, IN PARTICULAR, SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER AND SELLER HEREBY ACKNOWLEDGE THAT SAID HORSE IS BEING TRANSFERRED TO BUYER "AS-IS" AND "WITH ALL FAULTS."

F. HOLD HARMLESS: The buyer shall be solely responsible for all acts and behavior of the horse after the purchase is executed and hereby agrees to defend, indemnify and hold the seller harmless against all damages sustained or suffered by reason, for any and all claims or injuries whatsoever regardless of their foreseeability, arising out of or in any way relating to the horse or its use after purchase, thus releasing the seller and her agents and heirs from any resultant liability.

G. ATTORNEY FEES: In the event of any action or proceeding to declare or enforce the terms of this Purchase Agreement (or any document or instrument referred to herein), the Seller shall be entitled to recover her reasonable attorney's fee and other costs, in addition to any other relief that may be granted.

H. ENTIRE AGREEMENT: This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between such parties. All of the terms of the Agreement shall be binding up on the respective successors, heirs, legal representatives and assigns of the parties hereto and shall insure to the benefit of and be enforceable by the parties and their respective heirs, successors, legal representatives and assigns.

I. CHOICE OF LAW AND CHOICE OF VENUE: The parties agree that this Agreement was executed in Westminster, South Carolina. Jurisdiction and venue for any action arising as a result of this Agreement shall be in Oconee, South Carolina and this Agreement shall be construed pursuant to the laws of the State of South Carolina.

J. SOUTH CAROLINA EQUINE LIABILITY IMMUNITY STATUTE: WARNING: UNDER SOUTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN AN EQUINE ACTIVITY RESULTING FROM AN INHERENT RISK OF EQUINE ACTIVITY, PURSUANT TO ARTICLE 7, CHAPTER 9 OF TITLE 47, CODE OF LAWS SOUTH CAROLINA, 1976.

We recommend all horses purchased be insured.

BUYER Signature: _____

Date: _____

SELLER Signature: _____

Date: _____