

**MEMORANDUM OF AGREEMENT
ENTERED INTO BY AND BETWEEN**

ID Number: _____
Address: _____
(hereinafter referred to as the "Seller")

AND

ID Number: _____
Address: _____
(hereinafter referred to as the "Buyer")

WHEREAS the seller is the owner of the horse as detailed in Annexure "A" hereto (hereinafter referred to as the "HORSE");

AND WHEREAS the BUYER wishes to purchase the HORSE;

AND WHEREAS the SELLER wishes to accept the BUYER's offer on certain terms and conditions as set out herein;

AND WHEREAS the parties have reached agreement governing the purchase of the HORSE and wish to reduce the agreement to writing;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS :

1. PURCHASE

The BUYER hereby purchases the HORSE from the SELLER, who hereby sells the HORSE to the BUYER, subject to the conditions contained herein;

2. WARRANTY, RISK and PAYMENT

- 2.1 The purchase price payable in respect of the HORSE is R _____ (Rand _____), which payment shall be effected in one instalment, received by the SELLER prior to the removal of the HORSE from the possession of the SELLER. In the event that payment is to be effected through a bank transfer or cheque, such payment will not be deemed to be received by the SELLER until such time as such payment is cleared into the SELLER's bank account;
- 2.2 The BUYER will be responsible for any other costs associated with the purchase of the HORSE including but not limited to any transport costs, vetting costs and any other costs directly associated with the sale of the HORSE;
- 2.3 All risk in and rights to the HORSE shall pass from the SELLER to the BUYER from the date of the receipt of payment by the SELLER;
- 2.4 The SELLER makes no representations and gives no warranties or guarantees as to the medical condition or capabilities of the HORSE, other than as recorded in this agreement. The onus is on the BUYER to satisfy him/her self as to the condition of the HORSE and its ability.

ALTERNATIVE

The SELLER makes the following representations regarding the HORSE's condition and ability, and it is recorded that these representations have been relied upon by the BUYER, are material to the decision of the BUYER to purchase the HORSE and induced the BUYER to purchase the HORSE. In the event that any of these representations is found to be false, this will constitute a material breach of the agreement and will afford to the BUYER the same rights of recourse as the SELLER has in terms of clause 4 hereof:

- a) The horse is sound, has no defect that has manifest itself in the last twelve months and no drugs of any nature, including homeopathic, are being administered to the horse;
- b) The horse is registered X grade and has Y points to go up a grade
- c) The horse jumped X grade X months ago;
- d) The horse has competed at X level in y discipline
- e) The horse has had the following vaccinations
- f) The horse boxes
- g) The horse has the following breeding
- h) ETC.

- 2.5 Any requirement that the HORSE be vetted prior to the sale shall be at the BUYER's request and cost. The BUYER shall select his or her own Veterinarian to conduct any examination and in the event that the BUYER elects to utilise the services of the SELLER's veterinarian, such veterinarian shall be deemed to be selected by and acting on behalf of the BUYER;
- 2.6 The SELLER shall hand over all the necessary registration papers and passport and sign all documentation necessary to record the change of ownership of the HORSE at the time of the completion of the sale.

3. PREMISES AT WHICH THE HORSE IS TO BE KEPT

The BUYER shall advise the SELLER of the premises where the HORSE is to be kept. Prior to the BUYER being entitled to remove the HORSE from the SELLER's premises, the SELLER shall have the right to physically inspect the premises. In the event that the premises do not meet the conditions set out in clause 4 hereof, the SELLER may refuse to allow the delivery of the HORSE, regardless of the payment of the purchase price. The BUYER shall be given five (5) business days during which to correct the conditions or find alternative suitable premises for the HORSE.

4. BREACH

- 4.1 In the event of the BUYER breaching any of the terms of this agreement, and remains in default for 20 business days after having received written notice requiring it to rectify the breach then and in such event and in addition and not in substitution for any other claims or rights of action which the SELLER may have in the circumstances the SELLER shall have the right, but shall not be obliged:
 - a. forthwith to cancel the agreement by invoking the resolute condition and to resume possession of the HORSE;
 - b. to vary the sale agreement;
 - c. to claim from the BUYER all damages, direct or indirect which the SELLER may sustain whether or not the sale agreement is cancelled.

