

Sonnet Gypsy Ranch Sales Agreement

Sales Agreement dated ___ / ___ / ___ (the "Agreement") between Sonnet Gypsy Ranch, Inc., a California corporation ("Seller") the Buyer ("Buyer") identified as:

Buyer Name: _____
Buyer Address: _____

Whereas the Seller owns the horse identified below (the "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: Gypsy Vanner
- d. Sex: _____
- e. DOB: _____
- f. GVHS Registration # _____

Consideration

In consideration of the total sum of \$ _____ 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 Seller, except as to Seller's 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 \$ _____ on or before ___ / ___ / ___ and the balance of \$ _____ will be due on or before ___ / ___ / ___.

Buyer's Possession of the Horse

_____ Buyer will take possession of the horse no later than ___ / ___ / ___. If transportation cannot be arranged on or before that date, Seller will provide board for the Horse at \$750 per month. Partial months will be prorated on a daily rate of \$25 per day. Seller shall not be obligated to board the Horse beyond a period of ninety days from the initial date that the Buyer was to take possession of the Horse. Buyer is obligated to pay for board in advance.

Transportation Costs

The Buyer is responsible for arranging and paying for any and all transportation costs in order to take possession of the Horse.

Representations and Warranties

The Buyer is purchasing the Horse from the Seller on an "as is" basis. The Buyer or his/her agent/veterinarian shall perform a pre-delivery inspection of the Horse on or before ___ / ___ / ___ (at least thirty-days prior to the date initially set for Buyer's possession). If the Buyer is not satisfied with the pre-purchase exam for any reason, then the Buyer may, on written notice delivered to the Seller no less than fifteen-days prior to the date initially set for Buyer to take possession, cancel this Agreement. Upon such cancellation, the parties will have no further duties or obligations under the Agreement except that any monies paid to Seller for the horse will be refunded to the Buyer within five business days of the cancellation.

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If the Buyer does not cancel the Agreement as provided herein, then the Buyer shall be deemed to be 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, except that the Seller represents and warrants that Seller has 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. This provision and the presumptions stated herein shall be deemed applicable to this transaction even if Buyer fails to conduct a pre-possession inspection of the Horse. Except as expressly stated in this Agreement, 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

This horse is registered with the Gypsy Vanner Horse Society. Seller agrees to supply all paperwork necessary for the transfer of ownership once all monies have been paid.

Limited Return Policy

Notwithstanding the other provisions contained in this Agreement, Seller grants Buyer 30 days from the initial date that Buyer was to take possession, for Buyer to determine if the horse is unsuitable to the Buyer. If the Buyer determines that the horse is unsuitable, Buyer must notify Seller in writing before the expiration of the 30 days and return the Horse to the Seller in a condition equal to the condition of the Horse on the initial date set for the Buyer to take possession. Buyer's notice of unsuitability shall be delivered to Buyer by hand, e-mail, or certified mail. In this event, and providing the Horse is returned in the condition required herein, the Seller will refund to Buyer the full amounts paid within 90 days from notification to Seller that the horse is unsuitable. In no case shall the total amount refunded exceed the purchase price or amounts paid toward the purchase as indicated on this agreement.

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 further agrees to pay all veterinary and/or farrier bills reasonably incurred on the Horse after the initial date that the Buyer was to take possession of the Horse.

Default

If the Buyer is in default for more than 30 days, 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 California. In addition, Buyer and Seller agree that the Superior Court of California in and for the County of San Diego is the proper forum to enforce the provisions of this Agreement and any action to enforce this Agreement shall be brought, exclusively, in said Court. 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.

Attorneys' Fees and Costs of Litigation

In the event that a party files suit to enforce this or any portion of this Agreement, the prevailing party shall be entitled to recover, in addition to any other remedies awarded, all costs incurred in such litigation, including, but not limited to, attorneys' fees, expert witness fees, and court costs.

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

____ / ____ / ____

Buyer's Signature

Buyer's Name

Sonnet Gypsy Ranch, Inc.

By: Kathleen Nelson, President