



BILL OF SALE AND PURCHASE AGREEMENT

SELLER:

Gypsy Vanner Import Professionals, L.P.
1834 FM 1463
Katy, Texas 77494
Telephone: _____
Fax: _____
Email: _____

BUYER:

Name: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Fax: _____
Email: _____

This Bill of Sale and Purchase Agreement (this "Agreement") is made as of _____, 2007 (the "Effective Date") by and between Gypsy Vanner Import Professionals, L.P., a Texas limited partnership ("Seller") and _____ ("Buyer").

Barn Name: _____

Sex: _____

Breed: _____

WHEREAS, Seller desires to sell and Buyer desires to purchase the horse more generally known as _____, as more fully described below (the "Horse") pursuant to the terms and conditions contained herein.

Additional Information:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

2. **Costs and Expenses.** In the event that the Horse has been located outside of the United States and will be transported to the United States for delivery to Buyer, Buyer and Seller shall be responsible for the costs and expenses associated with the Horse as described below.

1. **Sale.** The Seller hereby agrees to sell and the Buyer hereby agrees to purchase all right, title and interest in the Horse described below upon the terms and conditions set forth.

a. Seller Responsibilities. Seller is responsible for (i) the basic veterinary exam necessary to determine if the Horse is in the health required for transport (the "Vet Check"); (ii) plane fare and associated shipping costs; and (iii) quarantine processing and boarding charges.

Name or Registered Name:

Registration # (if applicable):

Registered with (if applicable):

b. Buyer Responsibilities. Buyer is responsible for (i) any veterinary exam other than the Vet Check; (ii) transportation from the quarantine

facility to the Buyer's location; and (iii) all costs and expenses not described in Section 2.a. above.

3. **Purchase Price.** The total purchase price for the Horse shall be \$_____.00 (the "*Purchase Price*"), which such amount shall be payable in the form of cash, certified check or cashier's check.

a. **International Horses.** In the event that the Horse has been located outside of the United States and will be transported to the United States for delivery to Buyer, Buyer shall pay to Seller a deposit of \$_____.00 (the "*Deposit*"). Upon payment of the Deposit, Seller will arrange for the Horse to undergo a Vet Check. The Deposit shall be refundable to Buyer in the event that the Horse does not pass the Vet Check. After the Horse has passed the Vet Check, full payment of the Purchase Price, less any Deposit paid, shall be due to Seller. Seller shall not transport the Horse unless and until full payment of the Purchase Price has been made by Buyer.

4. **No Representations by Seller.** THE PARTIES AGREE THAT, NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES TO BUYER, EXPRESS OR IMPLIED, CONCERNING THE HORSE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE HORSE IS DELIVERED AND TRANSFERRED TO BUYER IN AN "AS IS" CONDITION.

5. **Buyer's Warranties.** Buyer warrants that Buyer has had the option to review the condition and health of the Horse, including any veterinary examinations, at Buyer's expense.

6. **Risk of Loss.** The risk of any loss associated with the Horse and all liability occurring in connection therewith shall be the sole responsibility of Buyer immediately upon payment of the Purchase Price to Seller.

7. **Liability; Limitation of Remedies.** Buyer's remedies in contract, tort or otherwise are limited to replacement of the Horse with a Gypsy Vanner horse of the same or similar monetary value, upon return of the Horse in good condition to Seller. IN NO EVENT

SHALL SELLER OR ANY OF ITS OWNERS, EMPLOYEES, OFFICERS OR AFFILIATES BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; OR (B) COMMERCIAL LOSS OF ANY KIND. THIS PROVISION APPLIES TO ALL CLAIMS WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. The Buyer understands that horses, horseback riding and equestrian activities carry inherent risks of injury, damage or death, and that the purchase of the Horse herein includes these risks. The Buyer knowingly assumes the risks, known and unknown, of all activities on and around the Horse from this time forth. In the event that a third party (the "*Consignor*") has consigned the Horse to Seller, Buyer hereby agrees that the risk of any loss associated with the Horse and all liability occurring in connection therewith shall be the sole responsibility of Consignor.

8. **Right of First Refusal.** In the event that the Buyer receives a bona fide offer from a prospective buyer to purchase the Horse within one (1) year of the Effective Date of this Agreement, which offer the Buyer intends to accept, the Buyer shall first transmit to the Seller, not less than thirty (30) days prior written notice of his or her intention to make such a sale. The notice shall set out the terms and conditions of the intended sale, including the purchase price payable for the Horse by the prospective buyer. The Seller shall be entitled to purchase the Horse for the same price and upon the same terms and conditions as are set forth in the notice. Within fifteen (15) days following Seller's receipt of notice, Seller shall notify the Buyer of Seller's intent to purchase the Horse.

9. **Breeding Rights.** In the event that Buyer has granted to Seller breeding rights in connection with the Horse, the terms and conditions of such agreement shall be provided in the attached Exhibit A.

10. **Registration.** In the event that the Horse has been located outside of the United States and will be transported to the United States for delivery to Buyer, Buyer hereby acknowledges that such Horse shall not have been registered with the "Gypsy Vanner Horse Society". Upon the request of Seller, Buyer shall take all actions and execute such documents as Seller may

reasonably request in order to affect the registration of the Horse with the Gypsy Vanner Horse Society, including, but not limited to, allowing Seller to photograph the Horse.

11. **Publicity.** Buyer hereby agrees that Seller may use the Horse's name and likeness in Seller promotional, advertising or other materials. Seller is hereby expressly authorized to identify Buyer as its customer for the limited purpose of marketing and/or publicity announcements.

12. **Arbitration.** Except with respect to any matters set forth herein with respect to which the parties hereto may pursue injunctive relief in any court of competent jurisdiction, each party hereto agrees that arbitration, as conducted by and pursuant to the procedures set forth by JAMS (as currently in effect or such later version as may then be in effect) shall be the sole and exclusive method for resolving any claim, controversy or dispute arising out of or relating to the rights and obligations of the parties under this Agreement, whether such claim arose or the facts on which such claim is based occurred prior to or after the execution and delivery of this Agreement. Nothing in this Section shall prohibit any party hereto from instituting litigation to enforce any final judgment, award or determination of the arbitration. Each party hereto further agrees that each other party hereto may initiate litigation in any court of competent jurisdiction to execute any judicial judgment enforcing or not enforcing any award, judgment or determination of the arbitration.

13. General Provisions

a. Entire Agreement, Binding Effect. This Agreement contains the entire Agreement and understanding between the parties and it supersedes all prior or agreements, understandings, and representations, written or oral, relating to the subject matter of this Agreement. This Agreement shall be binding upon the parties and their representatives, successors, and assigns.

b. Waiver of Jury Trial. Each party hereto hereby waives its rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including, without limitation,

contract claims, tort claims, breach of duty claims, and all other common law and statutory claims.

c. Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas, without giving effect to the choice of law provisions thereof. Buyer agrees that any lawsuit or other legal proceeding between the parties shall be brought only in the Civil District Courts of Harris County, Texas or the United States District Court for the Southern District of Texas, Houston Division. The parties hereby consent to the personal and exclusive jurisdiction and venue of said court.

d. Costs of Dispute. In the event a dispute arises under this Agreement, the prevailing party will be entitled to all reasonable costs and expenses incurred by it in connection with such dispute (including, without limitation, all reasonable attorney's fees and costs incurred before and at any trial, arbitration or other proceeding), as well as all other relief granted in any suit or other proceeding.

e. No Rights in Third Parties. Unless otherwise expressly stated herein, this Agreement shall not create any rights in or inure to the benefit of any third parties.

f. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall either be personally delivered or sent postage prepaid, by certified mail, regular mail, personal delivery, courier service, facsimile transmission or email, to the address of the parties indicated directly below the heading of this Agreement or to such other address as either party shall designate by notice to the other party. Such notice shall be effective when actually received or two days after deposit in the U.S. Postal Service, whichever occurs first.

g. Taxes. Each party shall be responsible for the payment of any and all federal, state, or local taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement, if any.

h. Waiver. No failure by either party to insist upon the strict performance of any term hereof or to exercise any right, power, or remedy following a

breach of this Agreement or any term or condition hereof, shall constitute a waiver of any such term or of any such breach. No waiver of any particular breach shall affect or alter this Agreement, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

i. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision will, to such extent as it is determined to be illegal, invalid or unenforceable under such law be deemed

null and void, but this Agreement will otherwise remain in full force and effect.

j. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts and each of such shall be deemed for all purposes to be an original, all of which shall constitute, collectively, this Agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

GYPSY SELLER:

GYPSY BUYER:

Gypsy Vanner Import Professionals, L.P.

By: Magnolia Ranch, LP, *its general partner*

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please fax this contract to: 281-693-3022

EXHIBIT A
Breeding Rights

In the event that the Horse is a stallion, Seller hereby reserves the right to breed the stallion to any of Seller's mares for ___ seasons after the Effective Date of this Agreement.

Terms and Conditions:
