



**TREO EILE**

Retraining Ireland's Racehorses

Draft Sale Agreement

# TREO EILE

Treo Eile works to support you on your journey to rehoming an ex-racehorse as they move onto a life after racing.

One of the main objectives of Treo Eile is to ensure a healthy, safe environment for each thoroughbred who finds a new home through the involvement of Treo Eile and to ensure the welfare and traceability of this ex-racehorse in their new life.

## FUNCTION OF TREO EILE

**Please note:**

**Treo Eile facilitates the transfer of retired racehorses by putting interested horse owners in contact with each other. It has no function in selecting horses, selecting potential new owners or supervising the care of horses. It accepts no responsibility for any accident or mishap that results from the use of a transferred horse.**

It is a requirement of participation in the Treo Eile programme that the owner of each thoroughbred transferred under the Treo Eile programme and Treo Eile are informed of any intention to sell the horse, change its ownership or change its permanent home throughout its lifetime. Treo wishes to ensure the traceability of each horse who has found a new home with our help.

TREO EILE  
THROUGHBRED HORSE RE-  
TRAINING AND RE HOMING

SALE AGREEMENT

HORSE NAME: \_\_\_\_\_

SIRE: \_\_\_\_\_

DAM: \_\_\_\_\_

COLOUR: \_\_\_\_\_

SEX: \_\_\_\_\_

YEAR OF BIRTH: \_\_\_\_\_

MICROCHIP NUMBER: \_\_\_\_\_

# SALE AGREEMENT

THIS SALE AGREEMENT is made the            day of

BETWEEN:

Current Owner Name:  in this agreement called “the Current Owner”	
Current Owner address:	
New Owner Name:  in this agreement called “the New Owner”	
New Owner address:	
Intended address for new home of the Horse:	
Mobile telephone number of New Owner:	
Sale price:  in this agreement called “the Sale Price”	€

## **1. OUTLINE OF THE AGREEMENT:**

- 1.1. The Horse named on the first page of this agreement (in this agreement called “the Horse”) is owned by the Current Owner.
- 1.2. The Current Owner has retired the Horse from racing and from thoroughbred breeding purposes and wishes to find the Horse a suitable long-term home where it will be well cared for.
- 1.3. The New Owner wishes to purchase the Horse and agrees to the terms and conditions set out in this agreement.

## **2. THE AGREEMENT OF THE PARTIES TO THIS AGREEMENT:**

- 2.1. The Parties to this agreement agree as set out below.

## **3. SALE**

- 3.1. In consideration of the sale price and the terms and conditions of this agreement and the taking over of the care of the Horse, the Current Owner hereby sells the Horse to the New Owner. This sale is subject to the conditions set out in this agreement and the New Owner accepts the conditions set out in this agreement and shall become, from the date of this agreement, the full owner of the Horse.
- 3.2. The Current Owner agrees to sign any registration documents required further to the transfer of ownership.

## **4. DOCUMENTATION**

- 4.1. Or before the date of this agreement, the Current Owner shall pass to the New Owner all title documents to the horse including its passport, any veterinary records and any other forms of relevant documentation.
- 4.2. The New Owner will immediately register themselves as the new owner of the horse with Weatherbys after the signing of this agreement.

## **5. WARRANTIES, ACKNOWLEDGMENTS AND DISCLAIMERS**

**5.1. Current Owner's Warranty and disclaimer as to condition of Horse**

5.2. The Current Owner warrants that they are the full and absolute owner of the Horse and are entitled to transfer ownership without restriction.

**5.3.** The Current Owner makes no warranties whatsoever as to the condition, suitability, quality, fitness (for leisure purposes or otherwise) safety or soundness of the Horse.

**5.4. New Owner's Acknowledgement and Warranties.**

The New Owner acknowledges, undertakes and warrants as follows:

5.4.1. The New Owner has examined the Horse (or had it examined on their behalf) and made their own enquiries as to the condition, suitability, quality, fitness (for leisure purposes or otherwise) safety or soundness of the Horse and is satisfied with the result of those enquiries.

5.4.2. The New Owner has been given the opportunity to have the horse examined by a vet or other adviser of their choice prior to this agreement.

5.4.3. The New Owner warrants and undertakes that the Horse will be cared for in a humane way and in accordance with good standards of horsemanship.

5.4.4. The New Owner warrants and undertakes that the Horse shall not at any time be returned to racing after the date of this Agreement and acknowledges that should this happen, the Current Owner shall be entitled to request that it shall surrender its interest in the Horse to Current Owner at no cost.

5.4.5. The New Owner warrants and undertakes that the Horse shall not at any time be used for breeding thoroughbred horses with the intention of registering such horses for racing or for thoroughbred breeding. The New Owner acknowledges that should this happen, the Current Owner shall be entitled to request that it shall surrender its interest in the Horse to Current Owner at no cost. The prohibition on breeding for thoroughbred purposes shall apply regardless of any pedigree update increasing the value of the Horse or its progeny.

5.4.6. The New Owner warrants that it will notify the Current Owner, in advance, of any intention to lend or transfer ownership of the Horse or move the Horse permanently to a new home.

5.4.7. In the event of a proposed transfer of ownership or a loan of the Horse, the New Owner will provide details of the person to whom it is intended to transfer ownership or to whom it is intended to loan the Horse to allow the

Current Owner, should they so wish, to contact the person to whom ownership is to be transferred or loaned or to visit the premises to which the Horse is to be homed.

- 5.4.8. In the event that the New Owner believes that the person to whom ownership is to be transferred or loaned is not a suitable owner with the appropriate experience and/or facilities, the New Owner acknowledges that the Current Owner has the right to refuse their consent and annul this sale and refund the purchase money or the market value of the Horse, whichever is the lesser.
- 5.4.9. In the event that the Current Owner believes that a premises to which it is intended to transfer the Horse is unsuitable for the proper care of the Horse, the New Owner acknowledges that the Current Owner has the right to refuse their consent and annul this sale and refund the purchase money or the market value of the Horse, whichever is the lesser.
- 5.4.10. The market value of the Horse will be determined by an expert to be agreed by the parties hereto and in the absence of agreement to be appointed by the Chairman of Irish Thoroughbred Breeders Association.

Signed by the New Owner \_\_\_\_\_

Date \_\_\_\_\_

Signed by the Current Owner \_\_\_\_\_

Date \_\_\_\_\_

In the presence of:

Witness signature \_\_\_\_\_

Witness name and address \_\_\_\_\_

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