

Alert | Equine Industry Group



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‘As-Is’ Clauses in Horse Purchase and Sale Agreements

Most purchase and sale agreements contain an “As-Is clause,” which protects the seller from unexpected issues that may arise with a horse. It means that the seller warrants neither the condition of the horse nor the horse’s fitness for any particular purpose. The buyer essentially waives any claims it may have against the seller, if the horse has medical conditions, temperament issues, or any other problems.

The As-Is clause does not excuse the seller from committing acts of fraud or misrepresentation. For instance, if a seller knows that a horse has pre-existing problems, the seller may wish to explicitly state such problems in the purchase and sale agreement to protect themselves from potential future liability. Likewise, buyers may wish to explain to the seller any important circumstances as to why they are purchasing the horse. For instance, if purchasing the horse for a child to ride, the buyer may wish to provide this context to the seller, who can then disclose any issues that could hurt the child. In this case, if the seller knows that the horse has a propensity to display aggressive behavior, such as kicking and biting, and does not disclose such behavior, they are potentially opening themselves up to legal liability if the child is injured by the horse.

Whether buying or selling a horse, stakeholders should discuss the ramifications of including As-Is clauses with legal counsel.

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