

## Foal Sales Contract

This agreement is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ entered into by and between \_\_\_\_\_ hereinafter, for convenience, called the Seller and \_\_\_\_\_ hereinafter, for convenience, called the Buyer.

This Sales Contract is for the horse known as \_\_\_\_\_, registered name \_\_\_\_\_ AQHA # \_\_\_\_\_, gender \_\_\_\_\_ general description \_\_\_\_\_.

Seller agrees to sell and Buyer agrees to buy the above-described horse for the total sum of \$\_\_\_\_\_ US dollars.

Seller agrees to pay Buyer a non-refundable retainer of \$500 to hold the above-described foal until weaning. The Buyer agrees to pay the balance due of \$\_\_\_\_\_ on or before the agreed upon pick up date.

Unless otherwise mutually agreed upon, payment can be made via cash, cashiers check, or money order made payable to Kelly Thompson.

The pick up month is set as \_\_\_\_\_. If the Buyer does not pick up or have pick up date set with a transport company by the month stated, there will be a charge of \$10/day added to the total purchase price of said horse for further care.

If the horse is not paid for in full and picked up by December 31, 20\_\_\_\_ the contract will be void. The horse will be listed for sale and no money will be returned to the Buyer.

The horse will be kept at Seller's residence until paid for in full. The horse will be taken care of and pictures will be supplied regularly until picked up to provide condition of said horse. If horse is to become injured or ill while in the care of the Seller, Buyer and Seller will split any vet expense 50/50 and all vet receipts/documents will be provided to Buyer along with pictures. If horse is to die prior to pick up by the Buyer, all money paid prior to this time will be applied to the purchase of another foal within a maximum of 2 years or refunded to Buyer at Buyer's request.

All registry/association papers are in the possession of the Seller until weaning and will be transferred to the Buyer upon pickup of the equine and when full payment has been made. The Seller will make reasonable accommodations to provide negative coggins and health certificate for out of state travel at Buyer's expense.

Seller warrants that Buyer has the option to receive the condition and health of the horse by any veterinarian of their choice (local to the Seller), at Buyer's expense. In the event Buyer has the horse examined by a licensed veterinarian as indicated in this paragraph, the veterinarian examination shall be attached to this agreement.

The Seller makes no warranties, implied or expressed. Equine is sold as is, where is.

Buyer understands that equines can be unpredictable and are inherently dangerous and can cause serious injury or death.

Buyer agrees that responsibility and risk of loss for said horse passes immediately from Seller to Buyer at the time that horse is picked up.

Signature of Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Seller Address: \_\_\_\_\_

Signature of Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer Address: \_\_\_\_\_