

PURCHASE & TRIAL AGREEMENT



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THIS AGREEMENT is made between _____ residing at
_____, hereinafter referred to as "SELLER", and
_____, hereinafter referred to as "BUYER".

This agreement is entered into between BUYER and SELLER for the trial period and purchase on the horse described below on the following terms and conditions:

Name: _____

Age: _____

Height: _____

Color: _____

Breed: _____

Sex: _____

Registration: _____

A. SALE PRICE

For the full purchase/sale price of _____, SELLER agrees to sell BUYER the horse described in this agreement pending trial period as described below, and BUYER agrees to the terms set forth in this agreement.

B. PAYMENT TERMS

A 10% deposit in the amount of \$ _____ is due prior to trial period. The remaining balance of \$ _____ will be due upon decision to buy.

C. SECURITY

To secure the payments and duties of this obligation, SELLER retains a security interest in the horse. Should BUYER default in any terms of this Agreement, SELLER may foreclose on his security interest in any manner provided by law.

D. TRIAL PERIOD

BUYER has a trial period of _____ days commencing on _____, and ending _____. While under the trial period, BUYER agrees to the following conditions:

- 1) BUYER agrees to be financial responsible for transportation of the horse from SELLER'S stable to and from BUYER'S stable.
- 2) BUYER agrees to keep said horse in good health, and free from disease by providing adequate feed, shelter, veterinary and blacksmith care in accordance with accepted industry standards.

- 3) BUYER agrees to keep said horse free from all liens and encumbrances and to pay any and all expenses levied against said horse when due.
- 4) BUYER is required to obtain and maintain mortality, major medical and loss-of-use insurance for the full purchase amount to be in effect before hauling the horse out for trial and kept in effect until horse is paid in full and full bill of sale is received.
- 5) BUYER is required to pay for the horse in the agreed upon manner or return the horse if the horse does not prove suitable for the intended purpose. BUYER agrees that if said horse should get injured or become lame during the trial period, it is the BUYER's responsibility to return the horse in the same condition as when delivered. Buyer is responsible for the full purchase price in the event of horse becoming lame, injured or dead during the trial period or any time while payments are being made. BUYER is responsible for initiating and following up on all insurance claims. BUYER is responsible for making all payments on time regardless of when insurance claim payment is received.

E. VETERINARY PRE-PURCHASE EXAM

BUYER may order pre-purchase veterinary exam to be conducted at BUYER's expense, during the trial period. Buyer agrees to either pay for the horse in the agreed upon manner or to return the horse if the vet exam is not satisfactory.

F. WARRANTIES

SELLER MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OTHER THAN HAVING CLEAR TITLE TO SAID HORSE. BUYER IS TO DETERMINE FITNESS FOR BUYER'S REQUIREMENTS DURING THE TRIAL PERIOD AND MAY DETERMINE PHYSICAL FITNESS BY VETERINARY PRE-PURCHASE EXAM.

G. OWNERSHIP TRANSFER

Upon payment in-full, SELLER agrees to execute a BILL OF SALE to transfer ownership to BUYER, after all funds have cleared SELLER's bank. These documents shall be mailed via Certified Mail through US Postal Service to BUYER'S residence upon verification of funds clearing SELLER's bank.

H. RISK OF LOSS

Effective the moment the horse leaves SELLER'S barn, BUYER shall assume all expenses that are not covered by SELLERS Mortality, Major Medical and Loss Of Use Insurance, related to any accident, illness, or other peril that may occur including death or permanent disability of horse. This RISK OF LOSS continues until horse is returned to SELLER'S stable or payment is made in-full to purchase the horse.

I. LIABILITY

Effective the moment the horse leaves SELLER'S stable, BUYER assumes full liability and agrees to indemnify and hold SELLER, SELLER'S AGENT and any other parties related to this sale, harmless from any damage or injury to any animal, person or property caused to or by said horse including death to person, animal or destruction of property.

J. LAW

The terms of this Agreement and disputes developing thereunder shall be enforced and construed in accordance with the laws of the State of Montana.

K. DEFAULT

Upon default of payment by BUYER, SELLER shall repossess said horse and terminate this Agreement for Cause. BUYER shall FORFEIT any moneys paid prior to termination of this Agreement under default of payment. Default of payment is defined as any payment not paid within 15 days of due date. In addition, material breach of this Agreement shall terminate same. In the event of a breach, the other party shall have the right to recover from the breaching party all reasonable attorney's fees and court costs.

L. JURISDICTION

In the event of breach of contract, dispute shall be settled in Fergus County.

EXECUTED THIS _____ DAY OF _____, at _____,

SELLER'S Signature _____

Address _____

Telephone _____

BUYER'S Signature _____

Address _____

Telephone _____