

## In-Utero SAMPLE SALES AGREEMENT

This Agreement is made between Debbie Malcolmson of Wilton, New Hampshire (hereinafter referred to as Seller), and \_\_\_\_\_ of \_\_\_\_\_, (City and State) (hereinafter referred to as Buyer) for the purpose of the transfer of ownership of 200\_ Dutch warmblood foal born of the breeding of \_\_\_\_\_ (mare name), KWPN/KWPN-NA # \_\_\_\_\_ and by \_\_\_\_\_ (Stallion name), KWPN # \_\_\_\_\_.

The transfer of ownership of this foal will be made in consideration of the sum of \_\_\_\_\_ US funds (\$ \_\_\_\_\_), which is to be paid in full by cash, cashier's check, money order, or direct wire transfer, paid prior to the time the foal leaves the premises of the Seller. It is expressly agreed that a deposit of one-third or \$ \_\_\_\_\_ shall be due at the time of the signing of this Agreement, and one-third or \$ \_\_\_\_\_ shall be due within 10 days of the date that the foal is born and the final one-third or \$ \_\_\_\_\_ shall be due before the foal leaves Seller's premises, but in no event later than seven months from the date the foal is born. Any payments made are non-refundable, except in the case that \_\_\_\_\_ (mare name) fails to produce a live foal in 200\_\_. As used in this Agreement, the term "live foal" means a foal which stands and nurses.

All transport costs for the foal shall be the responsibility of the Buyer. Buyer agrees to arrange for the foal to be transported from the property of Seller after weaning, on or before the date the foal turns seven months old. If the foal remains at Seller's property after the foal turns seven months old, board shall be owed by Buyer to Seller at the rate of \$500.00 US (Five Hundred Dollars) per month.

The Seller agrees to provide full and reasonable care until such time as the foal leaves her premises. Seller shall be responsible for the registration of the foal with the KWPN-NA and USEF. The Seller further agrees to assume the cost of keuring inspection with the KWPN-NA. The Seller agrees to relinquish all rights of ownership and to provide a bill of sale and any pertinent paperwork to the Buyer as soon as payment in full has been received.

As of the date the foal is born, the Buyer shall take full responsibility for theft and mortality of the animal while at Seller's farm or in her possession and while in transit. Seller recommends that Buyer, at the birth of the foal, take out a full mortality insurance policy covering the foal. Buyer agrees that, immediately upon its birth, Buyer assumes full responsibility for the foal and releases the Seller and her affiliates, agents, servants, and employees, from any liability for any sickness, disease, estray, theft, death or injury that may be suffered by the foal while in the Seller's custody, nor shall the Seller be liable for any personal injury or liability which the Buyer or his/her agents, representatives or family may suffer while on their premises. Buyer agrees to indemnify and hold the Seller harmless from any claim related to damages, illness, or injury caused by the horse, and agrees to pay all expenses and attorney's fees incurred by any of them in defending such claims.

The Seller has made no warranties about the ultimate sex, use, size, conformation, or fertility of the foal. This Contract contains all of the agreements made between the Seller and the Buyer as concerns this sale.

The Seller agrees to abide by all of the terms listed herein.

\_\_\_\_\_ Date

The Buyer agrees to abide by all of the terms listed herein.

\_\_\_\_\_ Date

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