

PURCHASE & TRIAL AGREEMENT

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 of 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

The balance may be paid in full at the time of transfer of possession. Otherwise a 50% deposit in the amount of \$ _____ is due at the beginning of the trial period. The balance of the downpayment in the amount of \$ _____ shall be paid at the end of the trial period if the horse meets the needs of the purchaser _____. Or the deposit shall be refunded in full to the BUYER when the horse is collected by the SELLER or the horse becomes the property of the BUYER if the SELLER fails to refund the deposit in full.

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 __21__ days commencing on _____, and ending _____. While under the trial period, BUYER and SELLER agrees to the following conditions:

1) BUYER and SELLER agrees to be financially 50/50 responsible for Float hire cost 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, and veterinary care in accordance with accepted industry standards.

3) 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. Therefore the trial period would need to be extended until the horse was well enough to return in the same condition as it arrived, or until it was well enough to return to the SELLER, after which veterinary expenses would be paid for out of the deposit retained by the SELLER, who would provide original veterinary invoices to the BUYER, and then refund the remaining deposit upon the final Veterinary treatment of the horse. BUYER is responsible for the full purchase price in the event of horse dying during the trial period, unless the horse had suffered from a pre existing condition. BUYER is responsible for initiating and following up on all insurance claims during the trial period.

The SELLER shall return the full deposit on receipt of the horse to the BUYER if the horse is deemed unsuitable, having notified the SELLER during or at the end of the trial period. Float hire will be financially 50/50 the responsibility of the SELLER and BUYER.

E. VETERINARY PRE-PURCHASE EXAM

BUYER may order pre-purchase veterinary exam to be conducted at BUYER's expense, before the trial period.

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 by cash, SELLER agrees to produce a receipt to transfer of ownership to BUYER at time of payment.

H. RISK OF LOSS

Effective the moment the horse leaves SELLER'S possession, BUYER shall assume all expenses related to any accident, illness, or other peril that may occur including death or permanent disability of horse, unless due to a pre existing condition. This

RISK OF LOSS continues until horse is returned to the SELLER or payment is made in-full to purchase the horse.

I. LIABILITY

Effective the moment the horse arrives at BUYERS property, 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 law.

K. DEFAULT

Upon default of payment by BUYER, SELLER shall repossess said horse and terminates 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.

SELLER'S Signature

SELLER'S Address & Telephone

BUYER'S Signature

BUYER'S Address & Telephone

WITNESS'S Signature

WITNESS'S Address & Telephone