



Dutch Hollow Acres
Equine In-Utero Sales Agreement

Buyer:

Name: _____

Address: _____

Phone: _____

Email: _____

Seller:

Name: Lindsay Klik LaBella

Address: 2051 Dutch Hollow Rd

Avon, New York 14414

Phone: 585-991-6706

Email: Lindsay@lklik.com

This agreement is made between _____ herein referred to as the BUYER and Lindsay K. LaBella herein referred to as the SELLER.

2. Horse to be purchased:

Resulting Moriesian foal out of
Stallion _____ and
Mare _____

(detailed description if required to be attached to this agreement. Copies of registration papers and any veterinarian inspections to be attached to this agreement).

3. Consideration

In consideration of the total sum of \$4,500 (Four Thousand Five Hundred Dollars), SELLER agrees to sell and BUYER agrees to buy the said horse described above on the terms and conditions further set forth herein.

4. Payment Terms

Seller agrees to sell the primary foal out of the mare named _____ (hereinafter referred to as Mare) and by the stallion _____ (hereinafter referred to as Sire) for the price of \$4500 (Four Thousand Five Hundred Dollars). The total amount of this contract will be paid by Buyer to Seller in installments for up to 12 months or paid in full at the signing of the Veterinary Inspection Exam.

During the period of time after the 48 hour Veterinary Inspection Exam is approved and the horse is transported to the BUYER all farrier and veterinary expenses will be at the discretion of the BUYER and will be paid by the BUYER. In the event of a medical emergency the SELLER will attempt to notify the BUYER and the Insurance Company and will seek direction for care of said foal. In the event that the SELLER cannot reach the BUYER the SELLER will seek medical attention by a veterinarian at the SELLER'S discretion and BUYER is responsible for ALL medical and veterinary expenses.



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Payment Schedule

If the purchase price is to be paid IN FULL the terms shall be: A down payment in the sum of \$1000 (One Thousand Dollars) in the form of cashier's check, or money order as deposit. The remaining payment of \$3500 (Three Thousand Five Hundred Dollars) is to be made in the form of cashier's check, or money order when the 48 hour Veterinary Inspection has been performed to the satisfaction of the buyer.

If purchase price is to be paid in **INSTALLMENTS** the terms shall be: A down payment in the sum of \$1000 (One Thousand Dollars) in the form of cashier's check, or money order as deposit. Installments are subject to 4.70% interest and will be paid on the following schedule for the remaining \$3500 (Three Thousand Five Hundred Dollars):

Monthly Payment Schedule

Payment	Amount	Principal	Interest	Balance
1	\$299.15	\$285.44	\$13.71	\$3,214.56
2	\$299.15	\$286.55	\$12.59	\$2,928.01
3	\$299.15	\$287.68	\$11.47	\$2,640.33
4	\$299.15	\$288.80	\$10.34	\$2,351.53
5	\$299.15	\$289.94	\$9.21	\$2,061.59
6	\$299.15	\$291.07	\$8.07	\$1,770.52
7	\$299.15	\$292.21	\$6.93	\$1,478.31
8	\$299.15	\$293.36	\$5.79	\$1,184.96
9	\$299.15	\$294.50	\$4.64	\$890.45
10	\$299.15	\$295.66	\$3.49	\$594.79
11	\$299.15	\$296.82	\$2.33	\$297.98
12	\$299.15	\$297.98	\$1.17	\$0.00
Totals	\$3,589.74	\$3,500.00	\$89.74	

Payments are due by the 1st (first) of each month. Payments received after the 5th (fifth) of the month will incur a \$25 (Twenty Five Dollar) late payment fee per occurrence to a maximum of two late payments. If Buyer is late a third time, the contract will then be considered terminated and any monies paid by Buyer to Seller shall be fully retained by Seller. If BUYER at any time or for any reason stops making payments, this contract will then be considered terminated and all monies paid by BUYER to SELLER shall be FULLY retained by SELLER.

If the BUYER has not yet paid for the foal in full when the foal is 4 months of age or chooses to have the foal nurse longer, the BUYER agrees to pay the SELLER an additional \$150 (One Hundred Fifty Dollars) per month for feed related expenses.

SELLER will surrender the breeder's certificate (or necessary papers to register the foal) to the buyer at the time the last payment is made. If horse is being purchased on a contract sale, the SELLER (Lindsay



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K. LaBella) **DOES require an insurance policy showing SELLER as loss payee** with the policy starting within 1 (one) day of the 48 hour Veterinarian check. Insurance coverage will continue until such time as the horse is paid in full AND transported to the BUYER'S property. (*Insurance is required to protect the BUYER'S investment.)

Name of Insurance Company _____ Policy # _____.

If the said horse dies or becomes permanently disabled or disfigured without insurance coverage, the buyer agrees to complete contract IN FULL.

The horse in a contract sale will be kept by the SELLER until paid for in full and weaned no sooner than 4 months of age. The BUYER is responsible for all stabling, grazing, farrier and veterinary costs and any other incidental bills pertaining to said horse after the age of 4 months.

The BUYER/SELLER agrees to give thirty (30) days notice in writing if the said horse is to be moved.

5. Registration and Ownership Transfers

Upon confirmation of payment in full as set forth above, SELLER agrees to promptly execute all necessary papers and to take all necessary steps to register and transfer ownership and registration of the animal to BUYER. The registration and transfer fees are the responsibility of the SELLER.

6. Warranties

(1) The SELLER warrants s/he has clear title to said horse;

(2) The SELLER makes no other warranties, express or implied, including the warranties of fitness for a particular purpose except as may be otherwise provided for in this Agreement as in (3) below;

(3) The SELLER warrants the following:

- This foal is a Morriesian can be registered with MHR (Morriesian Horse Registry).
- Seller warrants that the foal will be healthy and free from major physical defects.
- Live foal guarantee to the definition that foal stands and nurses at time of birth through 48 hours at the time of a veterinarian health check.
- Seller does NOT in any way guarantee sex or color of the foal under the terms of this contract.
- SELLER will pay for the 48 hour vet check for insurance purposes. Including the IgG and a minimal normal physical exam.
- BUYER warrants that the BUYER will have the option to review the condition and health of the horse, including any veterinary pre-purchase exams at the BUYER'S expense and BUYER accepts the horse "as is" upon signing the veterinary approval on this contract (BUYER'S additional pre-purchase exam must be scheduled within 7 days of foaling.



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- SELLER requires BUYER to carry Mortality insurance (at BUYER'S expense) while the foal is kept on SELLER'S premises and that BUYER assumes full risk of loss upon signing the Veterinary Inspection Approval (whether or not the BUYER elects to have additional veterinary exams performed).
- SELLER will assist in getting the foal DNA tested and micro-chipped with MHR. Registration expenses to be paid by SELLER.
- SELLER will be responsible for the first and second oral de-worming and vaccinations (West Nile Virus, Rabies, Tetanus, Eastern, Western, Venezuelan, Rhino, Flu) applicable to the age of foal until 4 months of age. Additional vaccinations may be given at the request and expense of the BUYER.
- If the mare reabsorbs or aborts the foal all deposits and payments will be refunded to BUYER unless BUYER chooses to wait for the mare to be re-bred and another healthy foal is delivered.
- No other guarantees apply.

(4) BUYER warrants that BUYER will have the option to review the condition and health of the horse, including any veterinarian examinations, at BUYER'S expense, within 3 days of foaling. In the event BUYER has the horse examined by a licensed veterinarian as indicated in this paragraph, then that veterinarian examination shall be attached to this agreement.

(5) In the event said horse shall not meet any of the above warranties at the time of delivery, provided same is discovered immediately (before buyer's shipping home) on the date of final sale to BUYER, SELLER agrees to do the following: Refund the deposit and SELLER will retain possession of the horse, any related shipping charges to return the horse will be paid by BUYER.

(6) BUYER agrees to the following:

- To make payments for the chosen foal as per the terms of this agreement.
- To pick up the foal from SELLER'S property within 30 days of weaning and/or payment in full.
- BUYER agrees that the gender and color of this foal is NOT guaranteed by the SELLER.
- To accept the terms of this contract without alteration or modification in any way and personally guarantees to be bound under the terms of this contract. These terms are final and non negotiable.

7. Risk of Loss

Starting with the date of deposit, risk of loss is born by the SELLER until the foal's 48 hour veterinarian exam at which time the BUYER will assume the risk while horse resides with the SELLER until the horse is delivered to BUYER'S property. BUYER will have the option to have an extended Veterinarian Pre-purchase exam done on said foal within 5 days of foaling (unless prior arrangements have been made



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with SELLER to extend this time period). If the foal fails to pass the second health exam SELLER will refund the purchase price and deposit to the BUYER. If the BUYER elects to have this second exam performed it will be attached to this contract and the approval of the exam will be memorialized by BUYER'S signature on this contract (and faxed back to SELLER) of the Pre-purchase Veterinary Inspection Exam results. If no second exam is performed then the BUYER will accept the 48 hour foal check as evidence that a healthy foal was delivered and the BUYER will sign the Veterinary Health and Soundness Inspection at the end of this contract.

Seller requires Mortality insurance (at BUYER'S expense) with SELLER as Loss Payee on foal if said horse is to be stabled at SELLER'S property until such time the BUYER transports the horse to their property. Upon final payment, the BUYER shall assume the risk of loss and the SELLER will no longer be the Loss Payee on the insurance policy.

8. Buy back option

The seller **does wish** to retain the right of first refusal if the new owner(s) decide to sell.

9. Default

If the BUYER is unable to fulfill the terms of this contract, the horse will be returned to the SELLER in satisfactory condition. The sale will be nullified and ALL previous payments and deposits made will be forfeited and the SELLER will retain the horse.

Upon material breach of this Agreement by one party the other party shall have the option to terminate same.

On any breach, the other party shall have the right to recover expenses and costs within the parameters of paragraph 10, below.

10. Law

This Agreement shall be governed (enforced and construed) in accordance with the laws of the state of New York.

Any legal action must be brought in the county of Livingston, provided however, the parties agree to required Mediation and Arbitration of any disputes relating to this transaction.

11. Captions and Headings

Any captions or headings used in this Agreement are for descriptive purposes only and are not to be considered terms of this Agreement.



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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Buyer:

Seller:

Print Name:

Print Name:

Sign Name:

Sign Name:

Date

Date

Buyer's Notary

Seller's Notary

Pre-purchase Veterinary Health and Soundness Inspection

Veterinary Inspection has been performed to the satisfaction of the buyer.

BUYER: _____

Executed this _____ day of _____, _____.

(A faxed signature for the pre-purchase exam will be accepted with the originals to be mailed to SELLER.)