



# Dutch Hollow Acres

## Custom Foal Option Purchase and Sale Agreement

**Buyer:**

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Seller:**

**Name:** Dutch Hollow Acres

**Address:** 2051 Dutch Hollow Rd

Avon, NY 14414

**Phone:** 585-991-6706

**Email:** Lindsay@lklik.com

This is a contract describing the sale of a foal, by **Dutch Hollow Acres.** (the "Seller") to \_\_\_\_\_ (the "Buyer") for a total "purchase price" of : \$ \_\_\_\_\_, payable by the Buyer to the Seller as set out in this Agreement.

The Seller and Buyer agree that the Buyer has requested that the Seller breed a custom foal from the Seller's mare \_\_\_\_\_ (the « Dam ») based on the Buyer's input and specific request, which foal will be born in the year 20\_\_\_\_.

The Seller and Buyer further agree that the Buyer shall select the Stallion to which the Dam will be bred, subject to the Seller's agreement that the Stallion is suitable for the Dam, and Seller shall obtain and breed the Dam to the Stallion of the Buyer's choice.

The Buyer and the Seller agree that the Sellers's obligations hereunder include attempting to impregnate the mare for two (2) breeding cycles. If the mare fails to become pregnant after reasonable attempts by the Breeder (working with a certified veterinarian) for 2 breeding cycles, all obligations under this contract terminate and all deposits will be refunded.

The Buyer and seller have agreed that the stallion to be used is: \_\_\_\_\_

Each party will have responsibilities under this agreement as follows:

**Buyer ( \_\_\_\_\_ ) will:**

1. Pay a refundable deposit of \$ \_\_\_\_\_ **(50%)** upon signing of this Agreement (the "Deposit"). The Deposit will be applied toward the Purchase Price.
2. The Buyer will pay to the Seller a further deposit of \$ \_\_\_\_\_ **(10%)**, upon the confirmation of the mare's pregnancy (usually 14 days post breeding).
3. All payments are refundable only if:
  - (a) the mare should abort or die while pregnant; or
  - (b) if the foal:
    - (i) is stillborn, or dies or becomes seriously injured (to be determined by a vet) prior to the payment of the full Purchase Price, or
    - (ii) is determined by a qualified veterinarian to be unsound for a riding career at weaning as verified by a vet check arranged and paid for by Buyer;
4. Pay the balance of the Purchase Price, being \$ \_\_\_\_\_ **(40%)**, payable by wire transfer, Paypal, bank draft or certified check, not later than 48 hours post birth and a clean vet check .

Dutch Hollow Acres  
2051 Dutch Hollow Rd  
Avon, NY 14414

585-237-8575  
Lindsay@lklik.com  
www.DutchHollowAcres.com



## Dutch Hollow Acres

5. Arrange for and pay for transportation from the location of the foal in Avon, NY to the Buyer's home after the foal is weaned;
6. Assume all financial and other responsibilities for the foal once full payment has been made and cleared by the bank, including all veterinary, and other expenses, regardless of whether the foal has been removed from the Seller's property or not;
7. Pay for board for the foal at the rate of \$7/day, plus all expenses for veterinary care, farrier care, vaccination and dewormer, as applicable, if the foal has not left the property of the Seller within 15 days of weaning, which amount is payable to the Seller prior to the foal leaving the Seller's property.

The Seller (**Dutch Hollow Acres**) will:

8. The Buyer agrees that the Seller shall make all decisions regarding the care of the foal, including medical care. The Seller agrees to keep Buyer advised of the health and medical care relating to the foal but shall have sole and final authority to determine what, if any, steps will be taken if the foal requires veterinary intervention for any reason. If the Seller determines in her sole discretion, that the foal should be euthanized due to illness, injury or unsoundness, the Buyer's deposits shall be refunded and all obligations of Buyer and Seller under this contract shall terminate.
9. Have the foal registered with the \_\_\_\_\_ and warrants that she will mail the registration papers to Buyer after receipt of the registration papers as long as the purchase price has cleared Seller 's bank.;  
  
If the foal is eligible to be registered in any other registry the Buyer may request the Seller to register the foal with that other registry provided the Buyers shall bear all supplemental costs and expenses of such registration.
10. Refund the Deposit and payments as paid by Buyer upon the occurrence of any of the events set out in section 1 above;
11. Communicate with the Buyer (at the number and email address provided at the bottom of this contract) to keep the buyer informed of the foal's condition, any veterinary care the foal receives and when the foal will be weaned.
12. The Seller will secure and use the semen decided upon by Buyer and breed the Dam with the Stallion of choice.

Dutch Hollow Acres  
2051 Dutch Hollow Rd  
Avon, NY 14414

585-237-8575  
Lindsay@lklik.com  
www.DutchHollowAcres.com



## Dutch Hollow Acres

If the Buyer, for any reason other than the death or injury of the foal, fails to fulfil his or her responsibilities under this Agreement and does not pay the full Purchase Price and pick up the foal, the Buyer will forfeit the Deposit and any other monies paid toward the Purchase Price and the Seller shall have the right to keep all such monies paid and the Buyer shall have no further right or interest in the foal.

If the Buyer has not communicated with the Seller or has not made other arrangements concerning the foal by \_\_\_\_\_ the Buyer is deemed to have cancelled this Agreement and forfeited the Deposit, and the Seller is free to remarket and resell the foal.

All amounts are in American dollars payable to Dutch Hollow Acres.

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Buyer's Name Print

\_\_\_\_\_  
Date

Buyer's Notary

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Seller's Name Print

\_\_\_\_\_  
Date

Seller's Notary

Dutch Hollow Acres  
2051 Dutch Hollow Rd  
Avon, NY 14414

585-237-8575  
Lindsay@lklik.com  
www.DutchHollowAcres.com