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## **In-Utero Sales Contract**

### Purchase Price

The transfer of ownership of this foal will be made in consideration of the sum of : \$\_\_\_\_\_, 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 LexLin Ranch. It is expressly agreed that a deposit of 25% or \$\_\_\_\_\_ shall be due at the time of the signing of this Agreement, and 25% or \$\_\_\_\_\_ shall be due within fourteen days of the date that the foal is born and 50% or \$\_\_\_\_\_ shall be due before the foal leaves SELLER's premises but in no event later than six months from the date the foal is born. In the event the initial payment is not received on or before \_\_\_\_\_ or that the final payment is not received on or before \_\_\_\_\_ (at weaning or @ six months of age whichever comes first), this Agreement shall become void and the Deposit becomes non-refundable. \*\*\*If a monthly payment plan is agreed upon, it shall be added to this Agreement in the form of an Addendum and considered binding as such.

### Care and Nutrition

The Dam will receive all routine care and nutrition during the pregnancy. This will include feed, vet, inoculations, and farrier care. The buyer will not incur any expenses until birth of the foal.

### Acceptance and Rejection

Seller will contact Buyer within 12 hours after foaling. Buyer may view the foal or have photos of the foal for review. Initial veterinarian check will take place within 24 hours of foaling and the results communicated to Buyer. Buyer does not incur any veterinarian expenses for the foal check. If Buyer rejects foal deemed by a veterinarian as healthy and functioning normally, the deposit is forfeited and shall become the sole property of Seller. If the foal is defective, deemed not healthy as determined by a veterinarian, and Buyer does not accept foal, then and in such event, the deposit shall be returned within 30 days to Buyer.

### Weaning

Seller is willing to provide transportation to Buyer's facility at \$.95/mile or Buyer may arrange their own shipping within fourteen (14) days of completion of foal's weaning which shall be when foal is not less than five (5) months old nor more than six (6) months old, the exact weaning time shall be within the sole and absolute discretion of Seller. Seller shall notify Buyer of expected weaning date when known to Seller. Seller shall notify Buyer when weaning commences. Board of \$8/day plus any vet, farrier, or worming expenses from

completion of weaning will be due and payable by Buyer should the foal remain at Seller's property for more than fourteen (14) days after weaning.

Insurance

It is recommended by Seller that the foal be insured by Buyer (after birth). Seller will do everything possible to insure that foal's safety and well being provided, however, that risk of loss shall be upon Buyer once foal is accepted as provided above.

Other Care

Seller shall be responsible for the costs of routine vaccination and deworming until weaning. Buyer will be responsible for all other expenses, including veterinary care and farrier and de worming after weaning. Buyer will not be charged grain while foal is by dam's side. If Buyer wishes to have other procedures done for the foal pre or post weaning, Buyer will be responsible for any fees related to the specific procedure or activity. Such events may include but not limited to the specific procedure or activity. Such events may include by not limited to: surgery, X-rays, or castration, or medical opinions. If the veterinarian suggests a procedure needs to be performance, Seller will contact Buyer for approval.

Dam will receive regular care to ensure proper nutrition to the pre-weaned foal at no additional cost to Buyer. Following weaning, or if foal requires procedures or inoculations for shipping, all such associated costs will be billed to Buyer.

Seller will provide ongoing updates, with photos, to Buyer while foal is at Seller's premises. Buyer is welcome to visit foal and mare at any reasonable time but should contact Seller prior to visit.

Buyer agrees to assume all shipping costs and the risk associated with therein. Seller is willing to provide transportation to Buyer's facility at \$.95/mile or Buyer may arrange their own shipping. Buyer understands that once horse leaves Seller's property, that the foal will be received at Buyer's facility "as is" and the health of the horse is sole responsibility of Buyer.

Seller agrees to provide all paperwork associated with foal to included but not limited to registration of the foal, DNA certificate of foal, mare registration papers, stallion registration papers, pedigree, health records

This contract is entered into on \_\_\_\_\_(date) in Tennessee and the parties acknowledge that the laws of the State of Tennessee shall apply hereto.

I, \_\_\_\_\_, hereby refer to as "buyer" agree to purchase the in-utero horse described above. I agree to the conditions of sale as described below. This is an in-utero sales contract for the following horse (sometimes referred to as "Foal" herein):

Foal: \_\_\_\_\_

Expected DOB: \_\_\_\_\_

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed