



Contract of Purchase

I, Andrea Merriman, "Seller" hereby certify that I present the Foal herein described for sell as is, where is, and with no warranty expressed or implied, except for reasons stated below, this day to _____ "Buyer" and that the "Seller" agrees to provide to the "Buyer" rights of ownership and transfer. A description of the animal being purchased is as follows:

Breed:	AQHA	
Date of Birth:		
Brand:	None	
Sex:		
Animal's Registered Name:	Mile High Docs Peppy Concord x	
Registration #:		
Description/ markings:		

- 1) The Foal described above which "Seller" guarantees title free encumbrance for which she is the lawful owner of said Foal and has good right to sell the same.
- 2) A non-refundable deposit of \$500, will be paid at time of contract acceptance. Foal is being sold for a total value of \$_____
 - a. If paid in full at contract acceptance there is a \$250 savings.
- 3) Monthly payments will be due for the remaining sum of \$_____ received as cash, check, or Venmo.
- 4) Payments will be an even split of the remaining price due on the 1st of each month until October 1st of current year. By October 1st the last and final payment will be due.
 - a. If Foal is weaned before October, final payment is due 1st of the month being weaned.
- 5) Example of Schedule of Payments:
 - a. 1st payment – Deposit - Due in 1 week from contract emailed out, foal is still for sale until received.
 - i. **By paying the deposit "Buyer" is signing the contract, the contract still needs to be signed and returned in 2 weeks.**
 - b. 2nd payment - Due 1st of the month
 - c. 3rd payment - Due 1st of the month



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- i. 1st late payment, the "Buyer" will be reminded of schedule and potential forfeiture of any payments made.
 - ii. 2nd late payment results in forfeiture of Foal, deposit, and all payments made. Foal will be resold, and "Buyer" added to the DO NOT SELL LIST.
- 6) If not paid for in full by October 3rd of the current year, the contract will be void. The Foal will go back up for sale and **NO** money will be returned to "Buyer". If the "Buyer" is unable to fulfill the contract, the sale will be nullified, and all previous payments made will be forfeited.
- 7) Foal must be picked up or transported before October 31st of current year, after which date a fee of \$10/day will be charged separately. Foals will be kept at the ranch until paid for in full.
- 8) "Buyer" is responsible for all shipping/transportation fees.
- 9) "Seller" can recommend local transporters but is not liable for any issues, incidents, or accidents that may arise while using recommended transporter.
- 10) "Seller" will be available to help facilitate the pickup of the Foal by transporter or "Buyer". "Buyer" must communicate with "Seller" when the transporter will be picking up Foal, if Foal is not paid for in **FULL**, Foal **WILL NOT** leave the premises.
- 11) Foal will be vaccinated and wormed at time of weaning.
- 12) A veterinarian will need to complete a horse wellness examination with coggins if Foal leaves the State of Montana, this will be the responsibility of the "Buyer". "Seller" can recommend local veterinarians. If desired, "Seller" can assist in coordinating appointments.
 - a. Appointments can be up to 4 weeks out for local veterinarians, plan accordingly.
 - b. Examination and Coggins will need to be performed at the Ranch. Unless otherwise discussed between "Buyer" and "Seller" to transport to veterinarian office. Transport fees will be charged to "Buyer".
 - c. Coggins turnaround time frame can take up to 2 weeks, plan accordingly.
 - d. Health Papers are only good for 30 days; Foal will need to be transported in this time frame.
 - e. "Buyer" may elect to perform a Pre-Purchase Exam (PPE) at "Buyer's" cost.
 - i. If the Foal does not pass the examination by the veterinarian there are 3 options that can be chosen: 1) any money paid except the deposit will be refunded. 2) "Buyer" and "Seller" can re-negotiate an agreed upon price. or 3) "Buyer" may choose another equal valued Foal that has not been sold yet if available.
- 13) All normal care will be provided by "Seller", but "Seller" will not accept any responsibility or liability for injury, illness, accident, or loss of the Foal. In the event Foal is injured after Deposit is received, "Buyer" will be responsible for 50% of veterinary costs.



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- a. Foals are in pastures with other horses. Occasionally minor injuries can occur in a herd setting, with fences, or consuming something.
 - b. Animals are checked often to ensure proper health and condition.
- 14) It is recommended that the "Buyer" insure the Foal once the deposit has been paid in order to protect your investment. This is to include any weaning period and or transportation/shipping. "Buyer" Must initial one of the options below:
- a. _____ I accept the risk and **will not** insure Foal
 - b. _____ I **will** insure Foal
- 15) Registration transfer paperwork will be provided for "Buyer" to register. It is the responsibility of "Buyer" to register with AQHA to transfer Foal if chosen.
- 16) In the event that suit or arbitration is brought under or in connection with this Agreement or to enforce the Agreement, all proceedings will be completed in Silver Bow County, Montana.

Upon signing of this contract, the "Buyer" agrees to and understands all aspects listed above.

_____	_____	_____
"Buyer" print name	"Buyer" sign	Date
_____	_____	_____
Andrea Merriman		
_____	_____	_____
"Seller" print name	"Seller" sign	Date