

HIGHEST HORSE ENTERPRISES, LTD. – 2006 PRE-PURCHASE TRIAL/SALE CONTRACT



Photo taken
May 2006

ENTIRE AGREEMENT

This contract is to state the terms of pre-purchase trial and sale for **Smart Glory - Furio**, a **2002 16.2hh Bay Thoroughbred Colt** with a **blaze, two socks, and one coronet** to the undersigned potential buyer, by Lani Blackford of 708 McDonald Rd. Waterford, OH 45786 – (740) 591-1449. Anything intended to be in this agreement is contained in the agreement, and this agreement contains all provisions of the pre-purchase trial and sale. Things not expressly included will not be considered part of the agreement.

PURCHASE PRICE, DEPOSIT

AND PAYMENT TERMS

The potential buyer must pay a 10% deposit (**\$1,000.00, received DATE**) on the sale price of **\$10,000.00** to cover any lost training, sales time, and/or stress. The deposit allows the horse to be held by the seller for seven days prior to the transfer of physical possession. This deposit is non-refundable, unless during the pre-purchase trial period the horse is found by a licensed veterinarian to suffer from a pre-existing and here-to-fore undisclosed compromising illness, injury, or condition and a copy the of the definitive diagnostic test results have been supplied to the seller.

RISK OF INJURY, INCIDENT, AND/OR LOSS

Prior to transfer of physical possession, the owner agrees to take on all responsibility for injury or death of the horse and injuries resulting from any incidents. The potential buyer, **NAME**, agrees to take on all responsibility for injury or death of the horse, injuries caused by it, and its care beginning when she takes physical possession on **DATE**. To help cover this risk the potential buyer may choose to obtain an insurance policy.

PRE-PURCHASE TRIAL EXPECTATIONS

The potential buyer agrees to care for the horse as well or better than the seller would, including feeding the horse 7-8 pounds of Purina Ultium, 3/4 cup of Farrier's Formula, 1/4 cup of Weight Builder, and 1 bale of quality hay/ grass turnout each day in addition to providing a safe, clean stall; adequate, safe turnout; and a safe, clean trailer for transport. The potential buyer agrees to take all necessary precautions to ensure that the horse is returned to the seller unharmed if not purchased; including but not limited to handling the horse with appropriate equipment, wrapping the legs for transport, limiting turnout with unfamiliar horses, being mindful of footing quality and arena conditions, and limiting activity not to exceed the current fitness and training level of the horse. The potential buyer agrees that she and her trainer will be the only riders of the horse during the trail period. The potential buyer will house the horse at **ADDRESS**. The potential buyer agrees to provide and pay for any emergency veterinary care that may be required as a result of illness or injury during the pre-purchase trial period.

ACKNOWLEDGEMENTS

The potential buyer acknowledges that there is no warranty or representation regarding fitness and performance and that the horse is taken as is. Any previous oral statements or claims by the seller, if not included in the written contract, are not binding. In exchange for any warranties, seller has offered potential buyer the opportunity to have a veterinarian, trainer, farrier, or any other equine professional conduct a reasonable inspection prior to the signing of this contract at the buyers expense. Thus far, the potential buyer has expressed interest in conducting veterinarian and trainer consults at his/her expense during the pre-purchase trial period.

DISCLOSURES

Smart Glory has no known illnesses, injuries, or vices.

WARRANTIES

The seller covenants that she is the lawful owner of said horse; that she has the right to sell said horse; and that she will warrant and defend against lawful claims and demands of all persons. The seller acknowledges that by law she cannot lie or mislead the potential buyer and that all known, relevant facts have been disclosed regarding the condition and fitness of the horse. The seller acknowledges that she must correct any known mistaken beliefs held by the potential buyer regarding the horse's condition, fitness, or soundness. The seller must disclose all known facts relevant to whether the horse can meet the potential buyer's specified purpose to use the horse for **hunter/jumper/eventer competition to 2'6' until fitness and training levels increase**. The seller guarantees that there are no known conditions that would hamper the horse's performance in the capacity that the potential buyer has described to the seller.

TRANSFER OF OWNERSHIP

Transfer of ownership shall occur by **DATE** with payment of the remaining sum, **\$9,000.00**; or the horse must be returned at the potential buyer's expense in the same condition as at the time of delivery, with all relevant paperwork, tack, and shipping items. Payments must be made in the form of a cashier's check, money order, or direct deposit.

BREACH

Either party may nullify this Agreement if the other party breaches a material term of this Agreement.

GOVERNING LAW

The terms of this agreement shall be governed by the laws of the State of Ohio. If a dispute arises concerning the pre-purchase trial or sale, it is agreed by all parties to participate in mediation prior to seeking a legal resolution, and the loser in any legal action shall pay the winner's attorney fees. Mediation and legal action should they be necessary are to occur in Athens County, Ohio.

EXECUTED: Date

Seller:

Potential Buyer:

Lani Blackford
708 Mc Donald Rd.
Waterford, OH 45786
(740) 591-1449

Name
Address
City, State Zip
Phone