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***Seller:***

***Buyer:***

\_\_\_\_\_  
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 \_\_\_\_\_  
 \_\_\_\_\_

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 \_\_\_\_\_

I, \_\_\_\_\_, hereby referred to as “Buyer” agree to purchase the in-utero foal described below. I agree to the conditions of sale as described below.

This is an in-utero sales contract for the following foal:

Foal: Name To Be Determined by Buyer  
 Expected DOB: June 2014  
 Sire: PL Diamond Hill  
 Dam:

**Conditions of Sale**

Purchase Price

The total purchase price for the above foal is \$ \_\_\_\_\_ and will be paid as follows using Payment Option \_\_\_\_\_.

A signed copy of this contract will be delivered to the Seller within 7 business days, along with a deposit of \$ \_\_\_\_\_ of the total purchase price (\$ \_\_\_\_\_). The deposit is fully refundable if the mare fails to conceive after 3 breeding attempts, or conveys and fails to carry to the final pregnancy check at 90 days.

The Buyer will choose to pay for said foal through one of the following payment plans:

- **Payment Option A:** The Buyer has agreed to pay an initial deposit in the amount of \$ \_\_\_\_\_ due at signing of this agreement. It is agreed that Buyer will pay monthly payments in the amount of \$ \_\_\_\_\_, due on the first day of each month, to start the month following the 90-day pregnancy check, until the foal is paid for in full.

- **Under Payment Option B:** The Buyer has agreed to pay an initial deposit of \$\_\_\_\_\_ due at the signing of this agreement. An additional \$\_\_\_\_\_ shall be due within 7 days of a positive 90-day pregnancy check of the mare. The final \$\_\_\_\_\_ will be due within 7 days of foaling.
  - Terms for both payment options: If Buyer is more than 30 days past due at any time without notifying Seller, the Buyer will be considered in default and a Notice of Default will be sent by Registered Mail to the Buyer. If Seller does not then receive the outstanding payment within 15 days of the postmarked date of the Notice of Default, the Buyer will forfeit any rights to said foal, the contract will be considered terminated and any monies paid by Buyer to Seller shall be fully retained by Seller.
  - Foal must be paid for in full by weaning and will not be removed from the Seller's property until then.

#### Care and Nutrition of Dam

The Dam will receive all routine care and nutrition during the pregnancy, to include veterinary and medical care, feed, inoculations, and farrier care, at the expense of the Seller. Further, Dam will receive regular care to ensure proper nutrition to the foal at no cost to Buyer.

#### Acceptance and Rejection

Seller will contact Buyer within 12 hours after foaling. Buyer may view the foal personally, or have photos for review. Initial veterinary check will take place within 24 hours of foaling and the results communicated to Buyer. Buyer does not incur any veterinary expenses for the initial foal check. Buyer shall have 48 hours after post-foaling veterinary check, to make the final decision to purchase the foal. Buyer may reject the foal if said foal is determined to have a conformational defective, or deemed by the veterinarian to be unhealthy. Buyer may not reject the foal based on sex, coat color, markings, or buyer's remorse. If Buyer does not accept foal, then and in such event, the monies paid up until that point may be applied towards the purchase of any other foal currently available through the Seller, or the Buyer may apply monies to a repeat breeding.

#### Other Care and Expenses

Seller shall be responsible for the costs of routine de-worming of foal from birth until weaning. Buyer will be responsible for routine farrier work on the foal from birth on. Buyer will not be charged for board while foal is by dam's side. If Buyer wishes to have other procedures done on the foal pre weaning, Buyer will be responsible for any fees related to the specific procedure or activity. Such events may include but are not limited to: inoculations, surgery, X-rays, castration, or medical opinions. If the veterinarian suggests a procedure needs to be performed, Seller will contact Buyer for approval.

Weaning

Buyer shall arrange to pick up the foal within fourteen (14) days of completion of foal's weaning, which shall be when foal is not less than four (4) months old nor more than six (6) months old. The exact weaning time shall be within the sole discretion of Seller. Seller shall notify Buyer of expected weaning date when known to Seller. Seller shall notify Buyer when weaning commences. Board of \$550/month 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 highly recommended by Seller that the foal be insured for mortality and major medical by Buyer as soon as possible after birth. Seller will do everything possible to insure that foal's safety and well-being, however, that risk of loss shall be upon Buyer once foal is accepted as provided above.

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.

Buyer agrees to assume all shipping costs and the risk associated with therein. 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.

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

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

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