

# Apacheblu Ranch

## In-Utero Contract

This contract is by and between Apacheblu Ranch (hereinafter referred to as Seller) and \_\_\_\_\_ (hereinafter referred to as Buyer).

This contract is binding and all parts of this contract are in agreement to both parties hereto.

Seller agrees to sell the \_\_\_\_\_ primary foal out of \_\_\_\_\_ mare named \_\_\_\_\_ (hereinafter referred to as Mare) and registered with \_\_\_\_\_ # \_\_\_\_\_ and by the stallion \_\_\_\_\_ (hereinafter referred to as Sire) registered with \_\_\_\_\_ for the price of \$ \_\_\_\_\_. The total amount of this contract will be paid by Buyer to Seller in installments for \_\_\_\_\_ months to be paid in full by \_\_\_\_\_. A down payment in the amount of \$ \_\_\_\_\_ will be paid by Buyer and applied to the balance to reserve the purchase of this foal. Down payment is considered the 1st month payment and upon receipt will confirm the sale of the foal. It is agreed that Buyer will pay \_\_\_\_\_ subsequent payments of \$ \_\_\_\_\_ on the first day of each month until paid in full. Payments received after the first of the month will incur a \$25 late payment fee per occurrence to a maximum of two late payments. If Buyer is late a third time, the contract will then be considered terminated and any monies paid by Buyer to Seller shall be fully retained by Seller. If Buyer at any time or for any reason stops making payments, this contract will then be considered terminated and all monies paid by Buyer to Seller shall be fully retained by Seller.

### Seller agrees to the following:

- 1) Live foal guarantee to the definition that foal stands and nurses at time of birth and is considered healthy by Seller from this time until time of transport off property to Buyer.
- 2) Seller does not in any way guarantee sex or color of the foal under the terms of this contract.
- 3) To be responsible for the first oral de-worming and any necessary vaccinations applicable to the age of foal until the foal is paid in full by Buyer and transported off the property.
- 4) To be responsible for all veterinary and care charges while the mare is carrying the foal and until the foal is transported to Buyer.

### Buyer agrees to the following:

- 1) To make payments for chosen foal as per the terms of this agreement.
- 2) To pick up the foal from Farm when last payment has been paid and no later than 30 days after this date.
- 3) Buyer agrees that sex and color of chosen foal are not guaranteed by Seller and to purchase the foal as is.
  1. To accept the terms of this contract without alteration or modification in any way and personally guarantees to be bound under the terms of this contract. These terms are final and non negotiable.

### Conception:

- 1) If Mare fails to settle in foal or conceive at all after a down payment has been made by Buyer to reserve foal, this down payment will be refunded to the Buyer in full.

2) If the foal dies at any time or for any reason after conception until time of transport to Buyer (death certificate will be provided), the Buyers sole recourse will be one of the following options:

- a.) A secondary foal of similar breed and pricing will be chosen by Seller as replacement, and all monies paid by Buyer will be transferred to the purchase of this replacement foal under the same terms of this contract.
- b.) The Buyer has the option to wait for a foal from the same mare for the following year (if that foal is not already sold for the following year to another party – if this foal is already spoken for, then option one will apply).

**Buyer accepts that at no time will a refund be made or offered as compensation for loss of primary foal.**

**Warranties:**

- a. SELLER warrants that she is the lawful owner and breeder of said FOAL, and that she has the right to sell said FOAL; and that she will warrant and defend the FOAL against lawful claims and demands of all persons.
- b. The SELLER makes NO warranties as to the future performance of FOAL.
- c. The SELLER and the BUYER acknowledge that the FOAL is being sold on an "AS IS" basis, without warranty or representation, either express or implied, as to merchantability, fitness for purpose, or any matter whatsoever except the Seller's title and right to convey.
- d. BUYER warrants that he/she assumes all responsibility for the evaluation of the FOAL for the Buyer's intended use prior to the signing of this agreement of sale.
- e. SELLER warrants that prior to the signing of this agreement, the mare \_\_\_\_\_ has been examined by a licensed veterinarian and pronounced in foal.
- f. SELLER does and shall retain full title to the mare; however, so long as the foal is in utero, Seller recognizes Buyer's interest in said foal and agrees not to transfer, lease, sell or in any way hypothecate Seller's interest in said mare. Seller further agrees that until the foal is weaned, Seller shall not sell or in any way transfer or hypothecate Seller's interest in the mare to any other person.

Both parties agree to the terms of this contract as detailed and agree to be legally bound by these terms without alteration or modification in any way until end of contract.

**Release:**

The BUYER explicitly understands and acknowledges that horses, as living creatures, defy predictability. Therefore, upon closing of this transaction, BUYER agrees that SELLER is forever released of any and all association, responsibility, and liability regarding, arising from, and relating to acts of the FOAL.

**Miscellaneous:**

- a. BUYER agrees to assume all financial obligations and liability for said FOAL once it has been delivered and is nursing. This includes, but is not limited to veterinary, farrier, insurance and transportation.
- b. SELLER shall provide dam with adequate stabling, exercise and veterinary care during term of pregnancy and after delivery, up until FOAL is deemed ready to wean.
- c. SELLER shall keep mare up to date on vaccinations and de-worming until delivery.
- d. SELLER acknowledges that the mare \_\_\_\_\_ has been registered \_\_\_\_\_, in

addition, it is understood that the owner of the stallion \_\_\_\_\_ maintains  
he is lifetime approved with \_\_\_\_\_ registry. Based upon these approvals, said FOAL is  
eligible for full registration pending registry approval.

e. BUYER shall be responsible for providing shipping of FOAL.

f. In the event of an emergency, SELLER agrees to consult BUYER on all decisions made

Regarding the health of said FOAL, unless BUYER is unable to be reached. SELLER shall consult a  
veterinarian, and make a humane decision based upon the welfare of said FOAL.

g. BUYER has the obligation to carry mortality insurance on said FOAL, for the full purchase price, at their  
expense.

h. This agreement has been made and shall be construed and enforced under the laws of the State of  
Oregon, and the parties agree to be bound by the jurisdiction of the courts of Oregon with respect to any  
and all matters arising out of this agreement.

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

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

Name (please print) \_\_\_\_\_

Name (please print) \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_