

Purchase agreement for In-Utero foal

Sate of Texas
County of Cooke

This agreement is made between Sundi and Shane Johnson DBA JS2 RANCH (Seller) and BUYERS NAME HERE (Buyer) in regards to the 2021 foal that will be the result of breeding: MARES NAME HERE (Mare) to STALLIONS NAME HERE (Stallion). This expected foal is hereinafter referred to as Foal. Mare has been bred to Stallion during the 2020 breeding season. Mare has been vet checked In foal. Seller agrees to sell Foal to Buyer and Buyer agrees to buy Foal from Seller for the in-utero purchase price of US \$4500. The terms of this sale are as follows:

Purchase Price

The purchase price is payable as \$500 due at the signing of this contract , \$2000 no later than when Foal reaches 14 days old, and \$2000 within 7 days of weaning.

Deposit

For \$500 of the purchase price, Seller agrees to breed Mare to Stallion and hold Foal off the market exclusively for Buyer until Foal reaches 14 days old. All expenses associated with breeding and mare care will be born by Seller. This deposit is for holding Foal off the market exclusively for Buyer and is not refundable unless Mare fails to be confirmed in foal by the end of the breeding season in 2020 . In the event Mare does not produce a live foal that lives to 14 days (because of re-absorption, abortion, death before 14 days or otherwise) then Buyer's deposit may be credited towards another purchase or service provided by JS2 RANCH or Buyer may request a refund of the deposit or a credit towards another service or purchase provided by Seller.

Payments

\$2,000 of the purchase price is due to Seller by the time Foal reaches 14 days old if foal is alive and insurable at that time. Once this payment has been made it is not refundable except in the instance of the foals death. Buyer is encouraged to purchase mortality insurance with major medical and surgical coverage at the time of this payment to cover the purchase price and major medical expenses not covered by Seller.

Final payment of \$2,000 is due to Seller within 7 days after permanent separation of Mare and Foal (Weaning). Foal may be transported to Buyer (at Buyer's arrangement and expense) once all payments have been received and Foal is at least 7 days post weaning. Seller recommends that Foal be transported to Buyer between 7 and 14 days post weaning to minimize the stress of travel on a newly weaned foal.

_____ Sellers Initials

_____ Buyers Initials

Failure of payment

Failure to honor payment on the schedule set forth in this agreement and / or in the form of a check (i.e. NSF returned check) will place Buyer in Default of this agreement. If Buyer is in default of this agreement, Buyer forfeits any funds previously paid, and forfeits any and all interest, including ownership, in Foal. Buyer also agrees to pay a NSF funds fee of US \$50.00 per NSF occurrence. Buyer agrees to pay any and all reasonable costs, including attorney's fees, for the collection of UNPAID / and OVERDUE money due to Seller. Buyer agrees to pay Seller interest on unpaid balances at a rate of 1.5% per month. This fee is for balances past due. There is no finance charge along with this agreement as long as all monies are paid on time.

Transportation and boarding

Once Foal is sold, Buyer may continue to board Foal with Seller at Buyer's risk until transportation can be arranged. There is no charge to Buyer for board for the first month after weaning. If Buyer wishes to board Foal longer than 1 month after weaning, Buyer may continue to board Foal with Seller at \$400 per month. All non-board expenses including but not limited to all emergency veterinary care is the responsibility of Buyer once Foal is sold. Once Foal is sold; Buyer assigns Seller as their agent for the purpose of making emergency medical decisions while Foal is being boarded in Seller's care.

Seller will provide inoculations, deworming, coggins and health certificate for travel.

_____ Sellers Initials

_____ Buyers Initials

Right of first option

Buyer may, at Buyer's expense give Foal back to Seller at any time for any reason in Foal's lifetime. If Foal is given back to Seller and has any medical bills or otherwise outstanding debt owed on Foal at the time, those expenses will remain the obligation of Buyer. Buyer agrees not to sell, give away or otherwise transfer ownership of Foal to any party without first offering Foal back to Seller. Buyer may sell Foal to another individual, in the instance, Seller will be given all contact information for the new owner. Buyer agrees that at no time will Foal be sold at auction or through a sales barn without the express written permission of Seller.

Guarantees

Seller guarantees that she is the rightful owner of Foal at the time of sale. Seller guarantees that Foal is eligible for registration with the [REGISTRY](#) registry. Seller will pay all fees associated with registering Foal into Seller's name. Seller will be listed as breeder of Foal. Buyer will be responsible for any fees associated with transferring ownership into Buyer's name. Buyer may name Foal within 14 days of birth. In the event Buyer finds they can no longer care for Foal, Buyer agrees to notify Seller immediately and furthermore agrees to honor the "right of first option" section of this agreement.

This contract may not be sold, assigned, or otherwise transferred to any third party.

Amendments to agreement

Changes may be made to this agreement if agreed to by both parties in writing, signed, and attached as an amendment to this agreement. Any dispute to this agreement will be handled in the state of Texas, County of Cooke.

Signed and agreed upon this 00 day of MONTH YEAR

Sundi and Shane Johnson (Seller)
3945 FM 902
Gainesville, Tx 76240
940-372-8699
sjohnson@js2ranch.com

(Buyer)

..... CONTACT INFO HERE.....

_____ Sellers Initials

_____ Buyers Initials