**Agreement to Purchase a Horse**

This “agreement” is to certify that on this \_\_\_ day of \_June \_\_\_\_\_,\_\_\_\_\_\_\_, Janel Trego-Groth of 38468 210th Ave, Ogema, MN 56569, (605) 881-1819, hereafter known as “Seller” shall sell the foal known as\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Registration #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to (Name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Email)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Phone)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Hereafter known as “Buyer” for the purchase price of \_$\_\_\_\_\_\_\_\_\_\_\_ USD.

1. Buyer agrees to purchase the horse as is. Buyer shall have the option to have a prepurchase exam or any testing performed on the horse. Such an exam or testing shall be paid for by the Buyer, and must be completed within 30 business days from the date of the contract (\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_). In the event that the results of the exam are not satisfactory to the buyer, all monies paid shall be returned to the buyer.

 2. Buyer shall pay the seller a deposit of 25% amounting to $\_\_\_\_\_\_\_\_ (payable with the signed contract) to secure the horse. In the event that the horse does not pass the veterinary pre-purchase exams, this payment shall be returned to the buyer. This payment shall otherwise be non-refundable.

3. Purchase price shall be paid in full prior to proof of ownership (brand inspection) being delivered to the buyer. Horse must be paid in full before being allowed to leave the seller’s facility. Payment for the horse shall be made in a deposit/down payment of $\_\_\_\_\_\_\_\_\_ (payable with the signed contract). The remaining balance of $\_\_\_\_\_\_ shall be paid by Oct 1, 202\_ in a lump sum payment. If this payment is more than 10 days late, a late fee of $100 will be added. If a payment is more than 30 days late, the contract becomes null and void, and any monies paid will be forfeited by the buyer. Payments may be in the form of certified funds, money order, cash, PayPal, Venmo, wire. All funds must clear at Sellers bank before the animal may leave Seller’s premise.

 4. Seller will be given 30 days after the down payment is received by the seller to prepare the horse for transport. Seller will be responsible for arranging and payment of travel papers (health certificate, Coggins, and brand inspection). Buyer is responsible for arranging and paying for transportation for the horse.

5. Seller shall use reasonable means to ensure that the horse is healthy and safe during the duration the horse is in Seller's custody. Seller shall be responsible for any illness, injury or death of the horse until 14 days after weaning (Oct 1, 202\_). The foal will be cared for at the farm until time of weaning (Sept 15, 202\_) plus 2 weeks to minimize stress. Due to the nature of horses, Seller is not responsible for any injuries and/or death of foal by nature or other, after Oct 1 or the purchase year. All necessary vet care after this date is the responsibility of the Buyer. This includes subsequent injuries, infections, ect. In the event that the Seller believes there is a medical emergency, the Seller reserves the right to contact a veterinarian for medical assistance/evaluation at the Buyers expense.

6. Once foal is paid in full, Seller will allow buyer 2 months free boarding from weaning date in order to arrange transport.The Seller has the right to request pickup anytime after November 15 of the contract year. Any animal left on the Seller’s property are considered abandoned 2 weeks after requested pickup date.

Buyer agrees that if foal is still on farm premises as of Nov. 15, 202\_ a monthly boarding fee of $200 per month will be assessed. Board shall start accruing on Nov 16 and ending the day the horse leaves the Seller’s premise, shall be paid each month. Boarding foal is only offered to the original Buyer **Seller shall have a priority possessory lien in the mare for all the charges incurred hereunder**.

 7. Seller recommends that the buyer secure “full mortality” insurance on the horse with an effective date prior to (or that of) the date this agreement is signed by the buyer. Buyer understands that current insurance regulations will not permit the seller to apply for insurance on the buyer’s behalf. Seller can provide the buyer with any necessary assistance to secure insurance.

8. In the event that the buyer should decide to sell the horse after any length of time the horse is in buyer’s ownership, the seller has the first option to buy back the horse from the buyer at the buyer’s asking price.

9. Seller shall will provide appropriate documentation for horse to be registered/transferred under any a registry that horse is eligible for. Registration paperwork will be provided when horse is paid for in full and ready to depart farm. Buyer has the right to choose any registered name for the foal, but seller requires that the prefix “SC” be added to the name for Quarter Horse foals and the Prefix “TGF” be added for other breeds.

9. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written agreement. This contract can only be modified in a written agreement that has been signed by both buyer and seller.

10. This agreement is made and entered in the State of Minnesota, and shall be enforced and interpreted under the laws of this state. When buyer and seller sign this contract, it shall be binding on both parties.

 Signature of Seller \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Buyer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_