

TRIAL and PURCHASE AGREEMENT

THIS AGREEMENT is made between _____,
residing at _____, hereinafter referred to as "SELLER",
and _____,
residing at _____, hereinafter referred to as "BUYER";

This agreement is entered into between BUYER and SELLER for the trial period and purchase on the horse described below on the following terms and conditions:

Name	
Sex	
Birthdate/Age	
Height	
Color	
Markings	
Breed	
Registration	

A. SALE PRICE

For the full purchase price of \$_____, SELLER agrees to sell BUYER the horse described in this agreement pending trial period as described below, and BUYER agrees to the terms set forth in this agreement. At beginning of trial period, SELLER agrees to hold a check 50% of purchase price from BUYER in the amount of \$_____. If for any reason said horse is returned to SELLER during trial period, this agreement is forfeited and held check will be returned to BUYER.

B. SECURITY

To secure the payments and duties of this obligation, SELLER retains a security interest in the horse. Should BUYER default in any terms of this Agreement, SELLER may foreclose on his security interest in any manner provided by law.

C. TRIAL PERIOD

BUYER has a period of _____ commencing on _____, and ending on _____. While under trial period, SELLER and BUYER agree to the following conditions:

- 1) BUYER agrees to be financially responsible for transportation for the horse from SELLER's stable to and from BUYER's stable.
- 2) BUYER agrees to keep said horse in good health, and free from disease by providing adequate feed, shelter, veterinary, and farrier care in accordance with accepted industry standards.

3) BUYER agrees to keep said horse free from all liens and encumbrances and to pay any and all expenses levied against said horse when due.

4) BUYER is required to pay for the horse in the agreed upon manner or return the horse if the horse does not prove suitable for the intended purpose. BUYER agrees that if said horse should get injured or become lame during the trial period, it is the BUYER's responsibility to return the horse in the same condition as when received from SELLER. BUYER is responsible for the full purchase price in the event of horse becoming lame, injured, or dead during the trial period. BUYER is responsible for initiating and following up on all insurance claims.

D. VETERINARY PRE-PURCHASE EXAM

BUYER is responsible to order pre-purchase veterinary exam to be conducted at BUYER's expense, during the trial period. BUYER agrees to either pay for the horse in the agreed upon manner or to return the horse if the vet exam is not satisfactory.

E. WARRANTIES

SELLER MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OTHER THAN HAVING CLEAR TITLE TO SAID HORSE. BUYER IS TO DETERMINE FITNESS FOR BUYER'S REQUIREMENTS DURING THE TRIAL PERIOD AND SHALL DETERMINE PHYSICAL FITNESS BY VETERINARY PRE-PURCHASE EXAM.

F. OWNERSHIP TRANSFER

Upon sale payment, SELLER agrees to transfer ownership, and all Medical and Farrier records on hand to BUYER, after funds have cleared SELLER's bank. These documents shall be delivered in person or mailed via Certified Mail through US Postal Service to BUYER's residence upon verification of funds clearing SELLER's bank.

G. RISK OF LOSS

Effective the moment the horse leaves SELLER's barn, BUYER shall assume all expenses that are not covered by SELLER's Mortality and Major Medical Insurance, related to any accident, illness, or other peril that may occur including death or permanent disability of horse. The RISK OF LOSS continues until horse is returned to SELLER's stable or payment to purchase the horse.

H. LIABILITY

Effective the moment the horse leaves SELLER's stable, BUYER assumes full liability and agrees to indemnify and hold SELLER, SELLER's Agent, and any other parties related to this sale, harmless from any damage or injury to any animal, person or property caused to or by said horse including death to person, animal or destruction of property.

I. LAW

The terms of this Agreement and disputes developing there under shall be enforced and construed in accordance with the laws of the State of North Carolina.

J. DEFAULT

Upon default of payment by BUYER, SELLER shall repossess said horse and terminate this Agreement for Cause. In addition, material breach of this Agreement shall terminate same. In the event of a breach, the other party shall have the right to recover from the breaching party all reasonable attorney's fees and court costs.

EXECUTED THIS ___ DAY OF _____, _____.

BUYER

Name: _____

Address: _____

Home #: _____

Cellular #: _____

Work #: _____

Email Address: _____

Signature _____

SELLER

Name: _____

Address: _____

Home #: _____

Cellular #: _____

Work #: _____

Email Address: _____

Signature _____