



Seller: Softwinds Farm
223 Hennessy Ln.
Hopkins, SC 29061
Softwindsfarm@gmail.com
803-730-8080

Buyer:

I, _____ Hereinafter referred to as “Buyer” hereby agrees to purchase the in-utero horse, hereinafter referred to as Foal, described below. I agree to the Conditions of Sale as described below. This is an In-Utero sales contract for the following horse:

Foal: In-Utero (no gender guaranteed)
Expected DOB: April 15, 2016
Sire: Pablito
Dam: Lakota Sue

Conditions of Sale:

Purchase Price

The total purchase price for the above horse is \$ 9,500.00 and will be paid as follows:

A deposit / first payment of \$ 3,166.66 (equal to 1/3 of the total purchase price) will be delivered to seller with a signed copy of this contract within 7 business days after Buyer receives this document.

A second payment of \$ 3,166.66 will be due within 48 hours of notification of the results of the 60 day pregnancy check of the mare.

A final payment of \$ 3,166.68 will be due within 48 hours of notification of the birth of said Foal.

If Buyer is more than 5 days past due on any payment, 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.

Seller guarantees the Foal to stand and nurse unassisted within 24 hours after birth. Should the foal not nurse unassisted within 24 hours of birth the Buyer may elect have monies paid up until that point

applied towards the purchase of any other foal currently available through the Seller, or the Buyer may apply monies to a repeat breeding.

Care and Nutrition of Dam

The Dam will receive all routine care and nutrition during the pregnancy, to include veterinary 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 may not reject the foal based on sex, coat color, markings, or buyer's remorse.

Weaning

Buyer shall arrange to pick up the foal within fourteen (14) days of weaning, which shall be when foal is not less than three (3) 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 \$ 460.00 a month plus any vet, farrier, or worming expenses from 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 stands and nurses unassisted.

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.

Seller agrees to provide all paperwork associated with foal to included but not limited to registration of the foal, DNA typing kit, mare registration papers, pedigree, and Stallion certification of service. Any expenses/fees occur will be BUYER responsibilities.

This contract is entered into on _____ (date) in South Carolina and the parties acknowledge that the laws of the State of South Carolina shall apply hereto.

Buyer's Signature

Date Signed

Seller's Signature

Date Signed