

An Equine Pre-Purchase Examination (PPE) contract outlines the agreement between the buyer, seller, and the veterinarian conducting the exam. It clarifies the scope, purpose, and limitations of the examination, as well as the obligations and expectations of both parties.

****EQUINE PRE-PURCHASE EXAMINATION CONTRACT****

**This Pre-Purchase Examination Contract (the “Contract”) is made and entered into on _____, 202____ by and between: **

****Seller:****

Name:

Address:

Phone:

Email:

****Buyer:****

Name:

Address:

Phone:

Email:

****Veterinarian:****

Name:

Clinic/Hospital Name:

Address:

Phone:

Email:

****Horse Details:****

Name:

Breed:

Registration #:

Age:

Gender:

Color:

****1. Purpose of Examination:****

Sale: _____

Lease: _____

Purpose of Activity: _____

****2. Scope of Examination:****

The PPE will include the following evaluations, as requested by the Buyer and agree to by the Seller: Seller & Buyer will initial all that will apply.

- a. General physical examination (including heart, lungs, eyes, skin, and body condition).
- b. Lameness evaluation (including flexion tests, gait analysis, etc.).
- c. Hoof examination (including shoeing and hoof quality).
- d. Neurological examination.
- e. Radiographs (X-rays) of [specified areas, if applicable].
- f. Blood tests (including drug screening, if requested).
- g. Additional diagnostics (e.g., ultrasound, endoscopy, etc.), as requested by the Buyer.

****3. Limitations of Examination:****

The PPE is a snapshot of the Horse's condition on the date of examination and does not predict future soundness, health, or suitability for the intended purpose. The Veterinarian should make no guarantees regarding the Horse's long-term performance, temperament, or any latent conditions that may not be detectable during the PPE.

Limitations:

****4. Buyer's Acknowledgments:****

The Buyer acknowledges that:

- a. The PPE is not a pass/fail examination, but rather an evaluation to provide information for the Buyer's decision.

_____ Buyers Initial

- b. The results of the PPE are based on the information available at the time of the examination and may not reveal all potential issues.

_____ Buyers Initials

- c. The Veterinarian is providing an objective evaluation and is not responsible for the final purchase decision.

_____ Buyers Initials

****5. Confidentiality and Reporting:****

_____ The PPE results and findings are confidential and will be disclosed only to the Buyer unless otherwise authorized in writing by the Buyer.

The Veterinarian will provide a written report of the examination findings within _5 (FIVE)_ days following the PPE to the owner.

_____ The PPE results **will** _____, **or will NOT** _____, be released to the seller for the purpose of the horses sale.

****6. Fees and Payment:****

- a. The Buyer agrees to pay a holding fee of \$_____ to the seller for the purpose of conducting a pre-purchase examination and making a final decision regarding the sale.
- i. 100% will be refunded if the horse fails the PPE for the purpose of purchase.
 - ii. 100% will be applied to purchase price if the horse is purchased within 5 days of PPE results.
 - iii. 50% will be refunded or applied to purchase price if the decision for or against is made after 5 days of results.
- b. The Buyer agrees to pay the Veterinarian directly for the PPE, plus any additional costs for radiographs, laboratory tests, or other diagnostics required or requested by the buyer. Proof of payment is due at the time of the examination, or upon receipt of the report, as agreed upon directly with the veterinarian.
- c. The Buyer shall be responsible for any additional costs incurred in connection with the prepurchase examination, including but limited to, fees for shoe removal & replacement, transportation, rescheduling appointments, and any other expenses arising from accommodating the schedule of the veterinarian, buyer, or seller. These costs are to be paid or reimbursed by the buyer without any option for a refund.

****7. Risk of Loss or Injury:****

The Buyer acknowledges that the Horse will be handled and examined as safely as possible, but there is always a risk of injury to the Horse during the PPE. The Buyer & seller agrees to hold the Veterinarian harmless for any injury to the Horse that occurs during the examination, except in cases of gross negligence.

****8. Governing Law:****

This Contract shall be governed by and construed in accordance with the laws of the State of COLORADO. Any disputes arising out of or relating to this Contract shall be resolved in the courts of MESA COUNTY, GRAND JUNCTION, COLORADO.

****9. Entire Agreement:****

This Contract constitutes the agreement between the parties regarding the PPE only and supersedes any prior agreements, understandings, or representations, whether written or oral.

This agreement is in no way to be considered an agreement of sale either by the Seller nor the Buyer.

****10. Signatures:****

By signing below, all parties agree to the terms and conditions outlined in this Contract.

****Veterinarian Signature:**** _____ **Date:** _____

****Buyer Signature:**** _____ **Date:** _____

****Seller Signature**** _____ **Date:** _____