



# Goetz Ranch Quarter Horses

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## EQUINE FOAL/WEANLING PURCHASE AGREEMENT

### 1. PARTIES

**SELLER:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**BUYER:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### 2. HORSE

The Seller hereby agrees to sell and the Buyer hereby agrees to purchase, upon the terms and conditions set forth, the following described horse, hereinafter referred to as "the horse".

Horse Name: \_\_\_\_\_ Reg#: \_\_\_\_\_

Breed: \_\_\_\_\_ DOB: \_\_\_\_\_ SEX: \_\_\_\_\_

Color & Markings: \_\_\_\_\_

Sire Name: \_\_\_\_\_ Reg#: \_\_\_\_\_

Dam Name: \_\_\_\_\_ Reg#: \_\_\_\_\_

Brand(s) & Location(s): \_\_\_\_\_

Additional Information of horse:



### 3. BILL OF SALE

A. The Seller shall execute a bill of sale, registration papers and signed transfer report upon payment in full of the purchase price.

B. The Seller guarantees that they have the full power to sell the animal. The horse and registration papers are clear and free from lien(s) and is unencumbered.

C. This purchase agreement represents the entire agreement between parties. No other promises or agreements, verbal or implied, are included unless specifically stated in this written agreement. Additional agreements or guarantees must be written in #10. **Additional Agreement or Guarantees** section at the end of this contract.

### 4. PURCHASE PRICE

The total purchase price for the above describe horse is \$\_\_\_\_\_ ( \_\_\_\_\_ Dollars)  
payable according to the following items:

**A. Full payment** in the form of cash, certified check, personal check, cashier's check, Paypal\* or Credit Card\* is due before horse is removed from its current farm. Checks are to be made out to: \_\_\_\_\_.

**B. Payment Plans are available** - A **25% deposit** must be paid and this contract signed and returned within seven (7) days of receiving this contract in the mail. **ALL** payments including deposits are **Non-Refundable**. Full Payment for the foal/weanling must be made by the time they are weaned - \_\_\_\_\_ - **Unless additional agreement has been made.**

**Payment Plan for Foal/Weanling:**

**Acceptable payments for Payment Plans may be made in the form of certified check, cashier's check, Paypal\*, credit card\* or personal check\*\*** - Checks are to be made out to: \_\_\_\_\_.

Buyer may pay the full balance of purchase price at any time without penalty. Horse is not to be removed from its current farm until paid in full.

C. Once the Seller receives full payment, the horse and registration papers for the horse will be immediately released to the Buyer.

**\*A service charge of 5% will be applied to all Paypal and credit card payments.**

**\*\*Buyer will be responsible for any fees associated with bounced or NSF checks.**

**All payments MUST clear the bank before horse is able to be removed from Sellers property.**



## 5. RESPONSIBILITY & LIABILITY

A. Seller will not be held responsible for any injury or illness to the horse. All responsibility and liability of horse shall transfer to the Buyer at the time of signing this contract. Any vet or farrier bills/charges will be the responsibilities of the Buyer from the date on this contract.

B. In the event of total loss, Buyer agrees to fulfill the balance due of the contract to Seller.

C. Seller will pay the cost of coggins and health certificate needed for boarding or when transporting out of the State of South Dakota.

D. Vet checks/X-Rays are welcome at Buyers expense.

E. All expenses incurred by horse will be the sole responsibility of the Buyer and must be paid in full prior to the horse leaving the Seller's property.

F. If Buyer would like to request the horse be color tested, DNA verified, or 5 panel tested, it can be completed at Buyer's expense and must be written in **#10. ADDITIONAL AGREEMENTS OR GUARANTEES** section at the end of this contract.

G. If Buyer shall default on any terms of this contract, the contract shall be null and void. **All monies paid shall be NON-REFUNDABLE.**

## 6. EQUINE INSURANCE

The Seller suggests that all horses remaining on the property for longer than the Grace Period (**see #4B**) be insured. Insurance is optional but recommended to protect the Buyer's investment. The Seller suggests the following:

A. The Seller suggests that the Buyer puts insurance on the above listed horse for the minimum amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

B. Buyers who have paid in full (**see #4A**) will be responsible for obtaining their own insurance for the horse either through the insurance agency that the Seller uses (**see #6D**), or through the Buyers own preferred insurance agency. The Buyer must supply the Seller, in a timely manner with the insurance information, in the event that a claim must be made.

Insurance Agency: \_\_\_\_\_

Phone: \_\_\_\_\_ Policy #: \_\_\_\_\_

C. Buyers on Payment Plans who decide they want their horse insured must carry insurance through the Seller's insurance agency (**see #6D**) and the following will apply:

1. The Seller and Buyer will both be listed as beneficiaries until the horse is paid in full as required by the insurance agency because the horse is on payments.

2. The Buyer will be charged in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), paid to the Seller for the insurance premium. The horse will not be allowed to leave the Seller's property until the insurance premium has been paid in full.

3. A copy of the policy will be provided to the Buyer.

Policy #: \_\_\_\_\_

*Equine Insurance continued on the next page.*



## 6. EQUINE INSURANCE - Continued

4. In the event that a claim is made and there is an insurance payout before the horse is paid in full, the insurance agency will release a check in both the Seller and the Buyers names. Once received, the Seller will mail the check certified via the USPS, supplying the Buyer with a tracking number. The Buyer is to sign and return the check to the Seller via certified mail and supply the Seller with a tracking number. The Seller will deposit the check, fulfilling the contract (**see #5B**) and send the Buyer a check for the amount the Buyer has paid to the Seller for **#4. PURCHASE PRICE**. This amount does not include the insurance premium, board or any other expenses listed in **#5. RESPONSIBILITY & LIABILITY**.

### D. Plains Horizon Equine Insurance

**Address:** 703B W. Oaklawn PMB 306  
Pleasanton, TX 78064

**Phone:** (877)569-8960  
**Website:** <http://gethorseinsurance.com/>

**Seller Initials:** \_\_\_\_\_

**Buyer Initials:** \_\_\_\_\_

## 7. BOARDING EXPECTATIONS & FEES

A. All horses will be offered a thirty (30) day grace period starting at the date of weaning (**See #4B**) to be picked up. If Buyer does not pick up the horse within that time, and the horse is still in the care of the Seller, a boarding fee will be charged at \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per day until horse is picked up. If the horse is still on the Seller's property two (2) weeks after the grace period ends, monthly board will begin. See **#7B** for monthly board details.

B. Buyers on payment plans will be charged board while making payments. Board will start once the **NON-REFUNDABLE** deposit is received or once the foal is weaned if the foal is purchased before weaning. The Buyer will be charged monthly in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Board is due on the Fifth (5th) of every month. A late fee of Five Dollars (\$5.00) will be charged every day payment is late. Once the horse is paid in full **#7A** will apply. After the grace period is over, if the horse is still on the Seller's property after two (2) weeks of daily board, the Seller will begin to charge the Buyer monthly board until the horse has left the property. The horse will not be allowed to leave the Seller's property until all board is paid in full.

C. Board includes - Access to free choice hay, mineral and salt. All foals will be grained daily with straight oats.

D. The following items/expenses are **not included** in board and are the Buyer's responsibility **NOT** the Seller's. Any and all veterinary care, farrier care, training, deworming (**Seller will provide Buyer with the schedule the horse herd is currently on**) and any additional feed not listed in **#7C**, vitamins, minerals or supplements Buyer wishes Seller to feed to above listed horse. Any feeds or supplements need to be listed with desired fed quantities in **#10. ADDITIONAL AGREEMENTS OR GUARANTEES** section at the end of this contract.

## 8. TRANSPORTATION

A. Seller will pay for coggins and health certificate for transporting out of the State of South Dakota.

B. Buyer is responsible for arranging and payment of transportation of above listed horse, working with Seller to coordinate pickup, unless alternate transportation is agreed upon and stated within this contract.

*Transportation continued on the next page.*



**8. TRANSPORTATION - Continued**

***C. Alternate Transportation Agreement:***

**Seller Initials:** \_\_\_\_\_

**Buyer Initials:** \_\_\_\_\_

**9. APPLICABLE LAW**

This Purchase Agreement is made in the state of SOUTH DAKOTA, and shall be enforced and interpreted under the laws of this state. Should any clause, above conflict with the State Law, that individual clause shall be null and void. When Buyer and Seller (and Buyer's and Seller's Parent(s) or Guardian(s), if Buyer and/or Seller are a minor) sign this contract, it will be binding on both parties.

**UNDER SOUTH DAKOTA LAW, AN EQUINE ACTIVITY SPONSOR OR PROFESSIONAL SHALL NOT BE LIABLE FOR ANY INJURY TO, OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.**

**Code of South Dakota 42-11-1**

**10. ADDITIONAL AGREEMENTS OR GUARANTEES**

**Seller Initials:** \_\_\_\_\_

**Buyer Initials:** \_\_\_\_\_

DRAFT



**11. METHOD OF PAYMENT**

CASH | \_\_\_\_\_ (Initial) \_\_\_\_\_ (Initial)

CHECK - CASHIERS/CERTIFIED/PERSONAL (CIRCLE) | \_\_\_\_\_ (Initial) \_\_\_\_\_ (Initial)

PAYMENT PLAN *(for terms see 4B)* | \_\_\_\_\_ (Initial) \_\_\_\_\_ (Initial)

TRADE | \_\_\_\_\_ (Initial) \_\_\_\_\_ (Initial)

OTHER | \_\_\_\_\_ (Initial) \_\_\_\_\_ (Initial)

*Description of Trade or Other:*

DRAFT

**When Seller, Buyer or Authorized Agent sign this Contract, it will be binding on both sides.**

\_\_\_\_\_  
*Signature of Seller or Authorized Agent*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name of Seller or Authorized Agent*

\_\_\_\_\_  
*Signature of Buyer or Authorized Agent*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name of Buyer or Authorized Agent*

