

Double Creek Farm Sales Agreement

Seller *(The Farm)*

Buyer *(The Purchaser)*

Email: _____

Ralena Smith .
475 Double Creek Rd .
Dobson, NC 27017 .
336-374-0296 .

We are no longer accepting checks from out of state customers. We appreciate your consideration in this matter.
We do accept Paypal/Credit Cards (3% fee) Cash, Cashiers Checks and US Money Orders(must verify)

Name _____ **Age** _____ **Color** _____ **Sex** M S G **Breed** _____

Scars/Brands/Vices _____ **Registration Number(s)** _____

If applicable, the horse described above is owned by _____ and is on consignment at *The Farm*. Guarantees also pertain to the consignment horses, *Double Creek Farm* is acting as an agent for the sale of the horse.

The Buyer understands and agrees to the following price \$ _____, and/or trades _____
The Seller makes no other warranties, expressed or implied, including warranty for a particular purpose, and the *Buyer* purchases the horse "As Is" excluding what is noted in the scars/brands area, without the initiation of a pre-purchase exam
If a Pre Purchase exam is completed, our guarantees are outlined below:

A down payment in the amount of \$ _____ has been received from the Buyer for the horse described above. The balance due is \$ _____ which will be paid by _____ (if boarded at the farm) or by pickup if leaving The Farm. If _____ payments are missed, the horse may be confiscated and all payments to date will be lost. The horse is the lien on the remaining balance. The Farm will not accept payments for the Horse unless the Horse stays on the property, and boarding charges(or prior arrangements) are assessed, or unless payment contract has been initiated.

We offer pre-purchase exams that can be done *before* completing purchase. A pre-purchase exam is the responsibility of the purchaser, and will in not be refunded if the sale of the horse should not be completed. If it is your desire to have your veterinarian perform the exam, we will allow a 3 day time-frame(72 hours) after the purchase/transfer to owner for the exam to take place. This will help to rule out any unforeseen incident that might occur during the time the horse should leave the farm to the time it is examined by the veterinarian. If the horse is being hauled outside of North Carolina, it will need to be vetted before it leaves. We will refund the purchase price of the horse if the horse fails to pass a vet exam for a PRE EXISTING condition, please see the details outlined below.

- I. You may have the horse vetted here before it leaves. We will be glad to provide a list of vets in the area and our recommendations. Since transportation both directions is the responsibility of the new buyer, potential costs can be avoided by having the horse vetted before it leaves. Transportation may be provided at \$50 to DCLAH, \$1/per mile to requested hospital. Farm calls are also an option to have the buyers' choice of veterinarian come to the farm, in which all costs incurred will be included in the pre purchase exam fees. It is easier to have the credit card on file with the vet as many will not "bill out". **SEE OUR VET GUIDELINES if you wish to have the horse vetted.**
- II. A deposit can be made to hold the horse, but without a deposit, the horse may be sold to another prospective purchaser(either online or in person). Online deposits received through paypal mean you have read and agree to the terms in this contract. A refund of the deposit will be given if the horse fails to satisfactorily pass the veterinary exam. A refund is not warranted for minor foot bruises or abscesses, or sole pressure(from shoes) as these are short-lived issues that are usually easily remedied. We may however re-negotiate the price to reflect the new found issues, if both parties agree to do so. If x-rays are desired of a problem area and it is determined that the issue is due to a boney or permanent problem, the x-rays taken to determine such will be refunded as well as the deposit, but the exam fee is still the responsibility of the purchaser, as well as transportation to the vet.
- III. A deposit will hold the horse for up to one week, with board included. We will allow a vet exam to take place within the one week time period that the horse is held with the deposit. After the one week period, the horse will need to be paid for or payment arrangements need to be made (prior to the end of the week). If there is no contact within the week's period, at the end of the week the horse may at that time be sold to another purchaser and the deposit will not be refunded. The entire price of the deposit will go towards the purchase price of the horse. If you need longer than a week for payment or travel arrangements, just let us know ahead of time, we may be able to work out something.

- IV. If the horse held with the deposit does not work for the purchaser we can allow the deposit to transfer to another horse of the buyer's choice, referred to by the Farm as a "Floating" Deposit. This can be used within a year of the original deposit date. The horse that was held initially will then become available to other purchasers, the deposit will not be refunded, but can be put towards another horse within a year. Vet exam/refund policy still applies. This is our version of a "lease" to determine suitability.

VIII. Refunds

1. All returns of a horse not passing a vet check must be accompanied by the vet certificate.
2. Major or serious health problems carry a 100% refund on the deposit as outlined above.

X. Trial Periods/Leases

1. Double Creek Farm does not usually offer trial periods on our horses due to the length of time involved and the number of potential purchasers. However, in certain circumstances a trial may be initiated, in which the horse will be paid for before it leaves The Farm, if a vet exam is desired, it will also be completed before the horse leaves to ensure that the horse is sound before it leaves The Farm. It is highly recommended that the Purchaser purchase insurance for the horse, as if any condition should arise once off The Farm it is the responsibility of the Purchaser to cover all expenses, and the horse will belong to the Purchaser if anything should happen during the trial that compromises the soundness or suitability of the horse.
2. Depending on the situation, Double Creek Farm may also offer a Lease/Trial, at our farm, for a period of one week (or another agreed upon term) in which the Purchaser may come and ride/try the horse as many times as they would like, at the Farm, with payment of the Deposit towards the horse. It will be stated on the contract that it is a trial period, and the deposit will not be refunded if the horse shouldn't work, but can be transferred to another horse after the trial, or 1/2 of the deposit can be refunded (the other 1/2 will go towards the Lease portion of the trial) and board (at current rates, outlined below) paid with no other obligations required. The deposit will be refunded fully if the horse fails to pass a vet exam, as outlined above.

Note: In the event that suit or arbitration is brought under or in connection with this Agreement or to enforce the Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, costs and expenses incidental to any such proceedings, including reasonable attorneys' fees incurred in collecting any judgment awarded as a result of liability established pursuant to this Agreement.

This Agreement shall be governed by the laws of the State of North Carolina. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in Surry County, North Carolina. The parties hereto consent to both venue and jurisdiction.

This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

By Signing below, I have read and understood the terms of this contract and agree to complete the sale as outlined above. *An online deposit through paypal verifies that you have read and understand the terms in this contract.*

Executed this _____ day of _____, 2010

Seller/The Farm _____ Telephone 336-374-0296

Buyer/Purchaser _____ Telephone _____

Email Address: