

USE OF THIS AGREEMENT DOES NOT CONSTITUTE LEGAL ADVICE TO ANY PARTY. EACH PARTY SHOULD CONSULT THEIR OWN LEGAL COUNSEL. IN-UTERO FOAL OWNERS SHOULD CAREFULLY REVIEW ALL PROVISIONS, INCLUDING OWNER/BREEDER INFORMATION AND PAYMENT AMOUNTS AND TIMING, TO ENSURE THE AGREEMENT REFLECTS IN-UTERO FOAL OWNER'S COMMITMENTS.

## PURCHASE AGREEMENT FOR IN-UTERO FOAL

**Date of Agreement:** \_\_\_\_\_

### **“In-Utero Foal” Information:**

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

Breed and Registration No. of Dam: \_\_\_\_\_

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

Breed and Registration No. of Sire: \_\_\_\_\_

Recipient Mare Information (if different than Dam) (name, breed/registration, description, etc.)  
\_\_\_\_\_

Estimated Foaling Date: \_\_\_\_\_ Sex of Foal (if known): \_\_\_\_\_

Number of Days Past Ovulation Date : \_\_\_\_\_

Location of Gestational Mare (if different than Seller location): \_\_\_\_\_  
\_\_\_\_\_

### **“Seller” Information:**

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

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

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

Telephone No.: \_\_\_\_\_

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

### **“Purchaser” Information:**

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

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

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

Telephone No.: \_\_\_\_\_

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

### **“Purchase Price”**

USD\$ \_\_\_\_\_, paid upon the following payment schedule: Deposit: USD\$ \_\_\_\_\_

Live Foal Payment: USD\$ \_\_\_\_\_ Weaning Payment: USD\$ \_\_\_\_\_

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

Purchaser Initials: \_\_\_\_\_

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1. In consideration of the payment of the Purchase Price, Seller agrees to sell, and Purchaser agrees to purchase, the foal, currently in-utero, that is the result of the breeding of the above-described dam and sire (prior to birth, the "In-Utero Foal"; and after born, the "Foal").
2. Seller represents and warrants that Seller is the owner of the In-Utero Foal and has the sole and exclusive right to sell the In-Utero Foal, free and clear of all contractual and statutory liens and encumbrances. Seller further represents and warrants that Seller has any and all rights to register the In-Utero Foal identifying Seller as the "breeder" and "owner" of the resulting foal and is hereby conveying both "breeder" and "owner" rights to Purchaser. Purchaser hereby acknowledges that Seller may presently own or have previously sold other in-utero foals of the same parentage during the same breeding season as the In-Utero Foal. Purchaser acknowledges and disclaims any rights with respect to such other in-utero foals.
3. The Gestational Mare (defined as the Dam or the Recipient Mare, as applicable) shall at all times remain in the custody and control of the Seller and be the responsibility of Seller throughout the term of this Agreement. Seller agrees to provide the Gestational Mare with the same level of care, veterinary treatment (including progesterone support, vaccinations, and worming), and birthing services as are customary and prudent in the commercial horse breeding industry.
4. **ALL PAYMENT AMOUNTS ARE NON-REFUNDABLE ONCE DUE AND PAYABLE. PURCHASER'S FAILURE TO MAKE ANY PAYMENT WHEN DUE AND PAYABLE AUTOMATICALLY TERMINATES THIS AGREEMENT AND ANY AND ALL RIGHTS OF PURCHASER IN THE IN-UTERO FOAL OR THE FOAL AUTOMATICALLY REVERT TO THE SELLER.** The initial payment of money shall require delivery by the Seller to the Purchaser of a pregnancy certificate signed by a licensed veterinarian in the jurisdiction where the Gestational Mare is located. The Live Foal Payment (if specified), will be due and payable if a Live Foal is born (defined as: the Foal stands, nurses (whether at the Gestational Mare, a nurse mare, or a bottle), and survives for a period of at least 24 hours from the time of birth, all as certified by a licensed veterinarian in the jurisdiction where the Gestational Mare is located. The Weaning Payment (if specified) will be due and payable at the earliest of (a) the date of Purchaser's application for registration of the Foal, (b) the date of actual weaning of the Foal or (c) six (6) months from the date of birth. **PURCHASER IS ENCOURAGED TO PROCURE INSURANCE ON PURCHASER'S INSURABLE INTERESTS AT EACH INSTANCE WHERE RISK OF LOSS PASSES TO PURCHASER.**
5. Seller will be responsible for the care, oversight, and management of the Foal until the Foal is weaned. Seller will be responsible for (and bear the financial responsibility for) all care for the Gestational Mare or a nurse mare, if required. Age of weaning will be at the discretion of Seller and discussed with Purchaser (usually between 4 and 6 months of age). There will be no board charges for the Foal until weaned. Purchaser will pay for all non-board expenses once a Live Foal is produced. Seller will have a new foal exam, including IgG test, performed by Seller's regular Veterinarian at Seller's expense.

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

Purchaser Initials: \_\_\_\_\_

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Purchaser may, at the Purchaser's expense, have an independent Veterinarian examine the Foal prior to making the Live Foal Payment (if any). Once the "Live Foal" threshold has been passed, Purchaser shall be responsible for all routine and emergency veterinary care, worming, blacksmith care, training, and all other expenses of ownership of the Foal. Once weaned, Purchaser shall be responsible for board and training and transportation of the Foal away from the location of the Gestational Mare.

6. The costs of transferring ownership and breeder designation rights to the Foal shall be borne by the Seller. The routine costs of registration of the Foal (DNA testing, application fees, late fees, etc.) shall be borne by the Purchaser. Any registration costs and expenses arising from breach of Seller's representations and warranties shall be borne by Seller.
7. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE CONDITION OR SUITABILITY OF THE GESTATIONAL MARE, THE IN-UTERO FOAL, THE SURVIVABILITY OR CONDITION OF THE RESULTING FOAL, OR THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE RESULTING FOAL AND ANY SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. PURCHASER'S REMEDIES ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.**
8. This Agreement includes all the agreements of the parties and supersedes all prior oral or written agreements. This Agreement may only be modified by a written agreement, signed by both parties. This Agreement is binding on the parties, their heirs, successors, and assigns. Notwithstanding the foregoing, this Agreement may not be assigned by Purchaser without the written consent of Seller, which consent may be withheld in Seller's reasonable discretion.
9. Unless otherwise specified, this Agreement shall be governed by the laws of the state or commonwealth of Seller's address set forth above. Unless otherwise specified venue for any lawsuit brought pursuant to this Agreement shall be proper in the state or federal courts located in the county of Seller's address set forth above.

**EXECUTED AS OF THE DATE OF THE LAST SIGNATURE AFFIXED TO THIS AGREEMENT.**

**SELLER:**

**PURCHASER:**

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Seller Initials: \_\_\_\_\_  
Purchaser Initials: \_\_\_\_\_

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Purchaser Initials: \_\_\_\_\_