

TRIAL AGREEMENT

Date of Agreement:

The following document is the sole agreement between Seller and Buyer, regarding the horse described herein:

Horse: Seller:
Color: Phone:
Age: Email:
Height: Buyer:
Sex: Phone:
Breed: Email:
Registry: Address:
Price:

TERMS AND CONDITIONS

Buyer and Seller agree that the Horse described above may be taken on trial for the purpose of determining his suitability for Buyer's purposes.

A non-refundable deposit in the amount of \$_____ has been paid to Seller. Deposit will be applied to the purchase price.

The trial period will commence on _____ and end _____.

A veterinarian has examined the Horse and Buyer is satisfied with the results of the exam.

Buyer is responsible for all costs involved in shipping the horse to Buyer's facility, and, in the event the Horse is returned, back to the Seller's facility.

Buyer may not lease or sub-let the Horse during the trial period.

Buyer guarantees that the Horse will remain stabled at the address included in this contract. The Horse may be ridden off the farm and/or trailered out for hunting, lessons or shows, but will not be relocated to a different facility during the trial period without Seller's permission.

If the Horse becomes sick or injured in any way that affects his usefulness or maintenance requirements, or dies while in Buyer's custody, Buyer is responsible for paying the full purchase price of \$6,000.

Buyer assumes responsibility for ANY AND ALL expenses incurred by the Horse while in his care, including but not limited to farrier, feed, board, veterinary, transport and property damage expenses.

If Horse is returned, Buyer guarantees s/he will be in the same body score and condition s/he was at the commencement of this trial.

Buyer agrees to immediately inform Seller if the Horse is injured or becomes sick.

In any event that threatens the life of the Horse, Buyer MAY NOT EUTHANIZE the Horse until Seller is contacted. If Seller cannot be reached, Buyer must call _____ at _____. This person is authorized to make euthanasia decisions on Seller's behalf.

Buyer specifically and forever releases Seller and/or any other parties involved in this transaction from any and all responsibility for injury, death or property damage caused by or to the Horse.

At the end of the trial, Seller will issue a Bill of Sale.

Seller makes ABSOLUTELY NO WARRANTIES OR GUARANTEES, EXPLICIT OR IMPLICIT, REGARDING THE HORSE'S SUITABILITY FOR ANY PURPOSE. _____(Buyer Initials)

Buyer agrees that the Seller and/or her agents and/or any other party associated with this transaction is not responsible for the condition or performance of the Horse.

This contract is written under and governed by the laws of the State of Virginia. Any dispute regarding terms or enforcement shall be mediated, arbitrated, litigated or otherwise resolved in Rockbridge County, Virginia.

Additional clauses or stipulations (both parties must initial):

Buyer's Signature Date

Seller's Signature Date