



RE-HOMING & TRIAL AGREEMENT

THIS AGREEMENT is made between _____, residing at _____, hereinafter referred to as "SELLER", and _____, residing at _____ hereinafter referred to as "BUYER"; This agreement is entered into between BUYER and SELLER for the trial period on the horse described below on the following terms and conditions:

Name:

Age:

Height:

Color:

Sex:

A. TRIAL PERIOD

BUYER has a trial period of 30 days commencing on _____, and ending _____. While under the trial period, BUYER agrees to the following conditions:

- 1) BUYER agrees to be financial responsible for transportation of the horse from SELLER'S stable to and from BUYER'S stable.
- 2) BUYER agrees to keep said horse in good health, and free from disease by providing adequate feed, shelter, veterinary and blacksmith care in accordance with accepted industry standards.
- 3) BUYER agrees to keep said horse free from all liens and encumbrances and to pay any and all expenses levied against said horse when due.
- 4) BUYER is required to obtain and maintain mortality and major medical insurance for the amount of _____ and to be in effect before hauling the horse out for trial and kept in effect during the entire 30-day trial. If the HORSE is returned to SELLER, insurance will be in effect until HORSE is unloaded at SELLER'S property.
- 5) BUYER agrees return the horse if the horse does not prove suitable for the intended purpose.

B. VETERINARY PRE-PURCHASE EXAM

BUYER must order pre-purchase veterinary exam to be conducted at BUYER's expense, during the trial period.

C. WARRANTIES

SELLER MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OTHER THAN HAVING CLEAR TITLE TO SAID HORSE. BUYER IS TO DETERMINE FITNESS FOR BUYER'S REQUIREMENTS DURING THE TRIAL PERIOD AND SHALL DETERMINE PHYSICAL FITNESS BY VETERINARY PRE-PURCHASE EXAM.

D. LIABILITY

Effective the moment the horse leaves SELLER'S stable, BUYER assumes full liability and agrees to indemnify and hold SELLER, SELLER'S AGENT and any other parties related to this sale, harmless from any damage or injury to any animal, person or property caused to or by said horse including death to person, animal or destruction of property.

E. LAW

This agreement is made and entered into in the State of California and shall be interpreted and enforced in accordance with the laws of the State of California. Any disputes regarding the terms of this lease shall be resolved using JAMS. Venues for all purposes shall be San Francisco, California.

BUYER

Date

SELLER

Date