



Soulwind Warlanders LLC
In Utero Foal Purchase Agreement

THIS IN UTERO FOAL SALE AGREEMENT ("Agreement") is made and entered into as of the 1st day of January, 2021 by and between:

Deidre Nyburg of Soulwind Warlanders LLC

Milton Freewater, OR

soulwindhorses@gmail.com

(The "**Seller**")

And

Jane Doe

123 Home

123456789

(The "**Buyer**")

The In Utero Foal to be purchased is described in relevant part as follows:

Estimated Foaling Date: 11/16/2021

Mare/Dam: Black Mare

Breed Registry: ANCCE Reg. No.: 123

Sire: Black Stallion

Breed Registry: KFPS Reg. No.: 123

Estimated Weaning Date: 2/16/2022

(The "**In Utero Foal or Foal**").

For the **TOTAL AMOUNT** of \$10000 USD.

Additional terms and conditions agreed upon for this sale:

Halter Included

The total purchase price for the above-described In Utero Foal includes all feed and board charges from birth to weaning, the payment option fees if applicable, all basic and routine foal care (described throughout section 4) until weaning. The total does not include additional board after Foal is weaned or non-basic prescribed medical expenses for the foal that are the sole responsibility of the buyer.



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1. Agreement.
Seller hereby agrees to sell the In Utero Foal to Buyer and Buyer hereby agrees to purchase the expected In Utero Foal from Seller, all subject to the terms and conditions contained in this Agreement.

2. Seller's Representations & Warranties
Seller makes no warranties or representations whatsoever, expressed, or implied, with respect to the Foal, including warranties concerning the eventual physical condition, health or soundness of the foal or warranties or representations with respect to the merchantability or fitness of the foal for any particular purpose, all of which warranties or representations are hereby specifically excluded. The Seller is the sole owner of this Foal and has the authority to enter into the agreement. There is no lien or encumbrance on this foal. Upon receipt of the full purchase price, the Seller shall provide the Buyer with the foal's registration papers and all other documents necessary to transfer registration of the Foal from the Seller to the Buyer. The parties to this agreement acknowledge that the foal is sold "AS IS" and "with all current faults".

3. Payment Terms and Conditions
The full "Purchase Price" to be paid by Buyer to Seller for the above named In Utero Foal in the sum of 10000 (USD dollars) payable as follows:
 - a. A NON-REFUNDABLE deposit payment of 10% of the "Purchase Price" is due within 7 days of signed contract. Deposit is nonrefundable unless the mare fails to produce a "live healthy foal". A live healthy foal is defined as a foal deemed insurable at 48 hours old. If the mare fails to produce a live healthy foal, then the Buyer may request a refund of all monies paid or a transfer to an available born or In Utero foal due the same foaling season or the following foaling season.

 - b. This contract is null and void if deposit is not received and payment cleared within 7 days of the execution of this agreement. If Buyer becomes default at any point in this agreement the Buyer forfeits all rights and ownership of the Foal. Buyer agrees to pay a fee of 50.00 per NSF incident.



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c. **Payment Options**

1. **Paid in Full Option.** Total amount of "Purchase Price" minus deposit payment for a total of [Click or tap here to enter text.](#) , due within 7 days of signed contract.

2. **Payment Plan Option.** Total amount of "Purchase Price" minus deposit payment, with 5% purchase plan **FEE** for the total remaining "Purchase Price" Of \$ 9450 (US Dollars). Foal must be paid in full by **March 3, 2022**. Buyer will pay minimum monthly payments of \$ 900 (US dollars), due on the 5th DAY of each remaining month. Payment may be sent in form of check, online payment or Buyer can choose to have monthly invoices sent by Seller for credit card payments. If Buyer fails to pay the monthly payment within 7 days of named due date, a \$25 late fee will added. A **MAXIMUM** of (3) late payments are accepted during the life of the contract. If Buyer is late on a 4th time, the Seller will have the option to terminate the contract and ½ of the total money paid by Buyer will be retained by Seller as liquidated damages. The other ½ of total paid money will be refunded to Buyer within 90 day of contract termination.

3. **Installment Purchase Option.** A payment of _____ (25% of total "Purchase Price") as the Deposit to reserve the In Utero Foal, a second payment of _____ (50% of total "Purchase Price") is due within 7 days of foals birth and the remaining payment of _____ (25% of total "Purchase Price") is to be paid in full before foals weaning.

d. If Buyer is using the Payment Plan Option and fails to make a payment or payment arrangement with Seller for 60 days, Seller shall declare a forfeiture, retaining all money paid by Buyer and Seller may relist and resell the In Utero Foal. If Buyer is using the Installment Purchase Option and fails to make a payment within 15 days of foal birth, Seller may declare a forfeiture and retain all previous money paid by Buyer.

4. **Foal Birth**

Seller will notify Buyer at the first "reasonable" hour on day of birth. Seller will provide all birth and mare/foal information to Buyer. Seller will provide pictures and video footage of foal from birth to weaning, if desired. If the foal is born and does not survive, is born with birth defects or conditions, or is failing to thrive, Buyer will be notified by Seller and have an option for a (1) refund of all funds paid or (2) the Buyer's credit transferred to another available live foal or another In Utero Foal.



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- a. Buyer will have the option to have the Foal examined by their veterinarian within 48 hours of birth. This examination is an option and is at Buyers expense and arrangement. Buyer will notify the Seller PRIOR to Foals birth if they wish to have a veterinarian perform the PPE/Examination. If the Foal presents any medical issues and the veterinarian deems the foal “unhealthy” or the foal would be uninsurable, the Buyer will have the option to DECLINE the contract. The Buyer will need to notify the Seller in WRITING and include the veterinarian’s medical report/findings.

- b. Should Buyer DECLINE to perform the Contract based on documented medical issues or if the Foal dies within 48 hours of its birth, Buyer may choose and notify Seller in writing from the below options:
 - i. Re-breed the mare for the following year; or
 - ii. Substitute another SWW foal of equal value; or
 - iii. Request all money paid to be refunded by Seller, Seller will refund all money within 90 days of a written request.

- c. If the Buyer and Seller are satisfied with the Foals condition and the Buyer chooses not to have the foal examined by the veterinarian of their choosing and the foal lives to be 48 hours old, or the Buyer is satisfied with the PPE/Examination after Foal birth, the contract will proceed. The Buyer will assume all responsibility of and risk of loss for the Foal at that time. Should anything happen to the Foal during the agreed upon purchasing period, all payments made become NONREFUNDABLE and the remainder of the purchase price will be due.

- d. Buyer agrees to be responsible for any desired additional or medically necessary veterinary expenses that are not included in basic and typical foal care, while in the Seller’s possession. Any necessary veterinary care the Foal may need will be discussed between the Buyer and the Seller in writing prior to the expenses becoming the responsibility of the Buyer. All necessary travel and health documentation needed for the Foal will be the responsibility of the Buyer. IF the Buyer is unwilling or unable to pay for the Foals medically necessary care the Seller has the right to CANCEL this agreement and retain the initial deposit and any payments made on the contract to use towards Foals care costs.



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- e. All pre and postnatal mare care is the responsibility of the Seller. The Seller will also cover all “routine and typical” foaling expenses. Including deworming medications, feed and supplements from birth to weaning and farrier care needed prior to weaning. Any additional feed or supplements desired and supplied by the Buyer will be fed to Foal at no charge. There is no additional charge for board while the foal is suckling. Upon notice of Foal weaning, the Buyer will have an additional 30 Days of feed, care and board included for the Foal at Seller’s property. If Buyer needs additional time to arrange pick up or transport for Foal, Board fees will accrue at a rate of \$250 per month or at the daily prorated rate of \$10 a day, payable to Soulwind Warlanders LLC. The purchase price of the Horse does not include the board charge, board payment can be added with monthly payment or sent separately. Board is due on the 5th of each month.
 - f. Purchase Price, Board Fee’s and all other fees in this Agreement shall be PAID IN FULL prior to the Foal leaving the Seller’s property at weaning.
 - g. If Buyer “changes their mind”, experiences “buyer’s remorse”, faces financial difficulty or instability or if the foal is not born the desired gender or for any other reason OTHER than the Foal being diagnosed “medically unhealthy” when under 48 hours old, from a licensed veterinarian, Buyer will forfeit all money paid and all ownership and interest in Foal. Seller is not to reimburse Buyer for Buyers backing out of the contract for any reason.
4. Liability Insurance/Risk of Loss
At the Foals 49th hour of life, the Buyer assumes all risk of loss or injury to the Foal. Seller highly suggests that within 48 hours of Foal birth the Buyer secures an Equine Mortality and/or Medical Insurance policy for the Foal. Buyer should purchase the insurance in the amount of the Foals remaining contract purchase price and list the Seller as Sole Beneficiary until the Foal is paid in full. If Buyer is unable to insure the Foal on their own policy, Seller is willing to add Foal to existing farm policy. Buyer will notify Seller of these wishes prior to Foals birth and the additional policy cost, and any veterinary examinations needed to qualify for the policy will be the responsibility of the Buyer.



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5. Transfer of Possession.

Seller shall tender possession of the Foal to the Buyer at the Foals location upon successful weaning and receipt of Full Purchase Price from the Buyer. Foals' registration application and genetic testing will be paid for and submitted to the registry by the Seller prior to Foal weaning.

 - a. Shipping and transportation of the Foal is the responsibility of the Buyer. Seller agrees to be accommodating, helpful and flexible with pick up arrangements. If Buyer is not transporting the Foal themselves and has hired a Shipper, Seller is not responsible for any damage/death/or injuries of the Foal while loading and leaving Sellers property. Buyer is responsible for all needed health documentation for the foal to travel.

7. Right of First Option/Buy Back/Resell Clause

Buyer agrees not to sell, giveaway or otherwise transfer ownership of the Foal to any other parties without notifying and offering Seller first option BEFORE the Foal is advertised on the market. If the Seller is able and willing to purchase the Foal, the Seller will have 30 days from the notification to purchase and transport the Foal. If seller is unable or unwilling to purchase the Foal at that time, Seller agrees to assist in reselling the Foal at no cost to the Buyer.

8. Other Conditions
 - a. The seller agrees to provide quality and responsible care, feed, training, and routine basic health maintenance for the Foal while the Foal is in the Sellers' possession.
 - b. Buyer acknowledges that they have been advised by the Seller to secure and maintain a mortality and/or medical insurance policy on the Foal and that the Buyer assumes all risk of loss of the Foal from the 49th hour of birth on.
 - c. Seller is not held liable or responsible for death or injury to the Foal while in Seller's possession or while transferring Foal to Buyer arranged transport company.

8. Execution in Counterparts.

This Agreement may be executed in counterparts, all of which shall together constitute one original contract, which shall be binding with the same effect as if each such counterpart were executed by all the parties hereto.

9. Assignment.

No party may assign or transfer this Agreement without the prior written consent of the other party.



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8. Entire Agreement.

This Agreement constitutes the final written expression of all the terms of the agreement of the parties with respect to the subject matter hereof and is a complete and exclusive statement of those terms. There are no oral or written promises or representations upon which Buyer or Seller is relying except as expressly set forth herein. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns, and may not be supplemented or amended orally and may only be amended or supplemented in a writing executed by the parties hereto.

9. Jurisdiction and Venue.

This agreement shall be construed under the laws of the State of Oregon. The parties hereby consent to service of process, personal jurisdiction, and venue in the courts of general jurisdiction of Umatilla County, Oregon, and any federal court with concurrent jurisdiction, with respect to any action or proceeding brought to enforce any action or liability under this Agreement.

10. Attorney Fees.

In the event Buyer commences litigation to enforce the terms of this Agreement, Seller shall be entitled to recover from Buyer costs of such litigation, including reasonable attorneys' fees.

11. Release and Waivers.

- A. Buyer waives all rights to sue Seller for any injury, death, loss or damage caused to Buyer or either party's property and assumes all risks inherent in handling and horse riding, or otherwise coming in contact with the Foal regardless of where such injury, death, loss, or damage occurs.
- B. Buyer agrees to hold harmless and indemnify Seller from any loss, claim, suit, judgment, award, or other liability of any kind resulting from any injury, death, loss, or damage sustained or claimed by Buyer or Buyer's personal representative(s), and from any other loss, claim, suit, judgment, award or other liability of any kind resulting from Buyer's use or possession of the Foal.



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12. Miscellaneous Provisions. The parties acknowledge they have individually read this Agreement and have had an opportunity to consult with legal counsel of their choice prior to execution, that this Agreement contains their entire agreement and that there are no agreements or assurances not contained in writing herein. This Agreement may not be changed, modified, or amended except in writing signed by both parties. In the event that any portion of this Agreement is declared by a court of competent jurisdiction to be unenforceable, such declaration shall not affect the remaining terms of the Agreement which shall survive intact.

Please Find Payment Schedule if Applicable and All Payment Forms and Payment Directions on Following Page.

SELLER Signature:

BUYER Signature:

Deidre Nyburg of Soulwind Warlanders LLC

Jane Doe

Dated:11/7/2021

Dated:11/7/2021



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Payment Information and Payment Schedule

Foal/Horse Payment Schedule for: [Example](#)

Payment	Amount	Board Costs	Total Due	Total Remaining on Contract
Nov. 5 th 21	800	0	800	
Dec 5 th 21	800	250	1050	

Payment Forms Accepted

Cash: In Person/At Pick Up

Wire Transfer: Please request Seller's Wire Transfer Information

Certified Check: Mail Check to Soulwind Warlanders LLC

52915 Preston Lane

Milton-Freewater OR 97862

Paypal: soulwindhorses@gmail.com

Venmo: @swhorses

*Invoice option is also available