

**In-Utero  
SALE AGREEMENT**

This Agreement is made between Marsha Heiden of Garrettsville, OH (hereinafter referred to as SELLER), and \_\_\_\_\_ of \_\_\_\_\_, (City and State) (hereinafter referred to as BUYER) for the purpose of the transfer of ownership of 20\_\_ purebred Andalusian foal born of the breeding of \_\_\_\_\_(mare name), IALHA # \_\_\_\_\_ and by \_\_\_\_\_(Stallion name), IALHA # \_\_\_\_\_.

The transfer of ownership of this foal will be made in consideration of the sum of \_\_\_\_\_ (\$\_\_\_\_\_), which is to be paid in full by cash, cashier's check, money order, direct wire transfer, or check paid prior to the time the foal leaves the premises of Marsha Heiden. It is expressly agreed that a deposit of one-third or \$\_\_\_\_\_ shall be due at the time of the signing of this Agreement, and one-third or \$\_\_\_\_\_ shall be due within fourteen days of the date that the foal is born and the final \$\_\_\_\_\_ shall be due before the foal leaves SELLER's premises but in no event later than eight months from the date the foal is born. In the event the initial payment is not received on or before \_\_\_\_\_, this Agreement shall become void.

All transport costs for the foal shall be the responsibility of the BUYER. BUYER agrees to arrange for the foal to be transported from the property of SELLER on or before the date the foal turns eight months old. If the foal remains at SELLER's property after the foal turns eight months old, board shall be owed by BUYER to SELLER at the rate of \$350.00 (Three Hundred Fifty Dollars) per month.

The SELLER agrees to provide full and reasonable care until such time as the foal leaves her premises and to provide a current negative Coggins test and any necessary shipping documents.

The SELLER agrees to relinquish all rights of ownership and to provide a bill of sale and any pertinent paperwork for the foal to be registered with the IALHA to the BUYER as soon as payment in full has been received. SELLER shall be responsible for the costs of the foal to be registered with the IALHA, including the cost of registration, microchip and DNA analysis.

SELLER agrees that, should \_\_\_\_\_ (MARE) fail to have a live foal in 200\_, SELLER shall allow BUYER to apply all payments toward another of SELLER's horses for sale in the spring of 20\_\_ or to rebreed \_\_\_\_\_ to \_\_\_\_\_ for a 20\_\_ or 200\_\_ foal, or to breed \_\_\_\_\_ to another of SELLER's stallions as soon as it is appropriate for a Spring, 20\_\_ foal, or Seller will refund all deposits made. As used in this Agreement, the term "live foal" means a foal which stands or nurses. In no event, however, shall SELLER have any further obligations to BUYER under this Agreement after 20\_\_.

As of the date of the foal is born, the BUYER shall take full responsibility for theft or accidental death of the animal while at SELLER's farm or in her possession and while in transit. BUYER agrees that, immediately upon its birth, BUYER assumes full responsibility for the foal and releases Marsha Heiden and/or Spring Wood Farm and their affiliates, agents, servants, and employees, from any liability for any sickness, disease, estray, theft, death or injury that may be

suffered by the foal while in the SELLER's custody, nor shall Spring Wood Farm or Marsha Heiden be liable for any personal injury or liability which the BUYER or her agents, representatives or family may suffer while on their premises. BUYER agrees to indemnify and hold Marsha Heiden and Spring Wood Farm harmless from any claim related to damages, illness, or injury caused by the horse, and agrees to pay all expenses and attorney's fees incurred by any of them in defending such claims. SELLER recommends that BUYER, at the birth of the foal, take out a full mortality insurance policy covering the foal.

The SELLER has made no warranties about the ultimate sex, use, size, conformation, or fertility of the foal. This Contract contains all of the agreements made between the SELLER and the BUYER as concerns this sale. This Contract shall be construed under the laws of the State of Ohio.

The SELLER agrees to abide by all of the terms listed herein.

\_\_\_\_\_ Date \_\_\_\_\_

The BUYER agrees to abide by all of the terms listed herein.

\_\_\_\_\_ Date \_\_\_\_\_