

WEANLING CONTRACT

SECTION 1: Owner Information

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SECTION II: Purchaser Information

Name:

Address:

Phone Number:

Email:

SECTION III: Foal Information

Foals Name:

Sire Name:

Dam Name:

Color:

Sex:

PURCHASE PRICE: $

SERCTION IV: Deposit to Hold Foal Until Weaning

A non-refundable deposit in the amount of $\_\_500.00\_, payable by cash, cashier’s check, venmo or paypal (additional 3.5% fee with credit card payments) is due in order to hold the foal mentioned in Section III until weaning on or around \_August/September 2025\_. **Deposit is 100% NON-REFUNABLE** in the event that the purchaser mentioned in Section II no longer wants to purchase the aforementioned foal. The deposit is non refundable even under the extreme circumstances mentioned in Section VI. Purchaser Initials:\_\_\_\_\_\_\_\_\_\_\_\_

SECTION V: Payment Plan Options

The following options are available to the purchaser in regards to a payment plan. Please select the box below for the payment option you would like to choose. Once selected and this contract is signed, the purchaser must receive owner approval in order to change their selected payment plan in any way. \*Reasonable accommodations will be made to work with the purchaser on a plan that works for both parties. Purchaser Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**\*Please read over the options below very carefully and make the appropriate choice.**

( ) Option 1: Purchaser mentioned in Section II will make monthly payments in the amount of $\_\_\_\_\_\_\_\_\_ per month towards the purchase price of the foal. The remaining balance is due at the time of pickup, and must be paid in full prior to the foal leaving the seller’s property. Monthly payments can be made by cash, Venmo, cashier’s check, money order, or PayPal. (3.5% fee applies to all credit card payments). Monthly payments must be made by the 30th of each month. Purchaser Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

( ) Option 2: Purchaser mentioned in Section II will make bi-weekly payments in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_, payable every other Friday. If this option is chosen the payment must be made by cash, Venmo or PayPal. (3.5% fee for all credit card payments). Purchaser Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

( ) Option 3: Purchaser mentioned in Section II will pay remaining balance in cash at pickup of foal. Purchaser Initials:\_\_\_\_\_\_\_\_\_\_\_\_

**All payments are final and will not be returned unless one of the extreme circumstances below in Section VI applies.**

Late Payments: In the event that a payment is not received on the agreed upon dates, a notice will be sent to the purchaser letting them know that the payment is due. If payment is not sent within 7 days of the notice being sent, a late fee of $25.00 will be applied to the payment amount. In the event that the purchaser does not respond or send payment within 30 days of the notice, all prior payments will be forfeited and VC Paint and Quarter Horses has the right to resell the foal. If you need more time to make a payment, please contact us. We will try to work with you to the best of our ability as long as communication is made. If there are more than two months where payment is not made, VC Paint and Quarter Horses has the right to resell the foal. NO MONEY WILL BE REFUNDED.

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

Section VI: Extreme Circumstances

Extreme circumstances are the only reason the purchaser may have their payments returned, with the exception of the non-refundable deposit mentioned in Section IV.

The following set of extreme circumstances is all inclusive, no other circumstances will be considered.

**Death of the foal:** In the event that the foal mentioned in Section III passes away unexpectedly, prior to weaning age, the purchaser has the right to have their payments refunded with the exception of the deposit. Another option that the purchaser may consider in the event of this extreme circumstance is the selection of another foal that VC Paint and Quarter Horses has available for the same foaling season. In the event that no additional foals are available, your deposit will carry over to the following foaling season and you may select another foal that is available for that calendar year. You may also select a mare that is already bred and claim her foal to prevent that foal from being sold to another party (if this option is chosen, the foal will be considered sold in-utero, and the gender and color are not guaranteed). The payment plan selected in Section V will apply to the newly selected foal. Purchaser Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Extreme injury to the foal**: In the event that the foal mentioned in Section III sustains a life altering injury such as a broken bone, the purchaser has the right to have their payments refunded with the exception of the deposit. This extreme circumstance does NOT cover small cuts and scrapes that do no affect the foal in the conformational capacity. In the event that the foal does sustain an injury, the purchaser will be notified immediately, and the purchaser has 24 hours from the time of notification to choose not to purchase the foal. Another option that the purchaser may consider in the event of this extreme circumstance is the selection of another foal that VC Paint and Quarter Horses has available for the same foaling season. In the event that no additional foals are available, your deposit will carry over to the following foaling season and you may select another foal for that calendar year. You may also select a mare that is already bred and claim foal to prevent the foal from being sold to another party (if this option is chosen, the foal will be considered sold in-utero, and the gender and color are not guaranteed). The payment plan selected in Section V will apply to the newly selected foal. Purchaser Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Foal Training prior to Pickup:

No performance guarantees are made for any foal. We handle our foals during their time with us, but there is no guarantee that they are trained perfect before you pick up your foal. Some foals will require additional training, and should be handled accordingly.

Anti Defamation Clause:

If at any time the client has any issue both parties agree to a non defamation clause. No slander or defamation of any VC Paint and Quarter Horses owner or employee will be allowed. In the event that the purchaser voids this clause, VC Paint and Quarter Horses has the right to take legal action to recover damages.

Section VII: Pickup of the foal and paperwork included

The foal mentioned in Section III will be weaned on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and purchaser agrees to pick up aforementioned foal prior to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In the event that the purchaser would like to leave the foal at the seller’s property past the above mentioned date allotted for pickup, a fee in the amount of $15/day will apply in order to cover expenses to seller. This additional amount must be paid prior to the foal leaving the seller’s property and may be paid in cash, Venmo, or PayPal (3/5% fee applies to all credit card payments). Purchaser Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

During the period of time in which the foal is on the seller’s property past the pickup date, the seller is not responsible for any injury or illness sustained by the foal. All expenses incurred by the foal will be the sole responsibility of the purchaser and are due prior to the foal leaving seller’s property.

In the rare event that the purchaser does not arrange transport or fails to pick-up their foal within 60 days of weaning, VC Paint and Quarter Horses retains the right to resell the foal and retain payments made by the purchaser.

All expenses for hauling are the purchaser’s responsibility.

\*\*Minimum 48 hours notice of pickup is required to guarantee we are available to meet the hauler to load your foal. We will not meet a hauler between the hours of 8 P.M. – 6 A.M.

AQHA papers, a signed transfer and any other important paperwork like coggins and health certificates (if needed) will be provided to the purchaser at the time of pickup. Foals will also be current on worming and hoof care. In the event that the foal is being shipped to the purchaser or traveling out of state, an additional fee of $65.00 will be charged for health certificate and coggins testing. Health certificates are not required for in state transporting, so health certificate fees will only apply to foals outside of New Mexico.

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

If you are hiring a hauler to ship your foal, please select an option below for your AQHA paperwork!

( ) Send paperwork with hauler

( ) Mail paperwork to Buyer

Is the foal being hauled outside of New Mexico? ( )Yes ( )No

Total Price with additional option: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Section VII: Signature of Acceptance of Terms:

Both parties are in agreement with the terms of this contract, and their signatures below represent their agreement.

Seller Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Purchaser Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_