



*Iron Hills Farm*

Manny and Ashley Amick-Balmez -526 East Kelly Rd. Centerville TN, 37033 -Cell: 615-330-4349 [www.ironhillsfarm.com](http://www.ironhillsfarm.com)

## 2021 In-Utero Live Foal Purchase Contract

Date of Contract \_\_\_\_\_.

For the 2021 foal, out of the mare: \_\_\_\_\_ Registration: \_\_\_\_\_

By the Stallion: **Adrianus TMR** Registration: #840004201602966

Due on or around: \_\_\_\_\_, (hereafter known as Foal)

This Contract is executed between Seller:

Name: Ashley Amick-Balmez Address: 526 East Kelly Rd Centerville, TN 37033 Ph: 615-330-4349

Email: [IronhillsfarmTN@gmail.com](mailto:IronhillsfarmTN@gmail.com) (hereafter known as Seller)

And Buyer:

Name: \_\_\_\_\_ Address: \_\_\_\_\_ PH: \_\_\_\_\_

Email: \_\_\_\_\_ (hereafter known as Buyer)

Foal Name: pending ("\_\_\_\_\_ IHF") (Buyer may choose name of foal provided the letters "IHF" follows)

Foal Breed: FHH/KFPS

Foal Date of Birth:

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, or direct wire transfer, paid prior to the time the foal leaves the premises of Iron Hills Farm. Payment terms as follows: It is agreed that a deposit of 15% or \$ \_\_\_\_\_ shall be due at the time of the signing of this Agreement, and an additional payment of 25% more, or \$ \_\_\_\_\_ shall be due within 30 days of the date that the foal is born and remaining 60% or \$ \_\_\_\_\_ shall be due before the foal leaves SELLER's premises and no later than six (6) months from the date the foal is born. In the event the payments due are not paid within the agreed upon time frame(s) this Agreement shall become void and all payments and initial deposit are non-refundable. (See exception regarding initial deposit return in following paragraph.)

**Acceptance and Rejection** Seller will contact Buyer within 12 hours after foaling. Buyer may view the foal or have photos of the foal for review. Initial veterinarian check will take place within seven (7) days of foaling and the results communicated to Buyer. Buyer does not incur any veterinarian expenses for the foal check. If Buyer rejects foal deemed by a veterinarian as healthy and functioning normally, the deposit is forfeited and foal and deposit shall become the sole property of Seller. If the foal is stillborn, born defective, or deemed not healthy as determined by a veterinarian, and Buyer does not accept foal, then and in such event, the deposit shall be returned within 14 days to Buyer, or optionally, Buyer may choose to transfer the deposit to reserve a future expected foal.

**Care and Nutrition** The Dam will receive all routine care and nutrition during the pregnancy. This will include feed, vet, inoculations, and farrier care. The buyer will not incur any expenses for care of the mare.

**Weaning:** Foal's weaning date shall be when foal is not less than four (4) months old nor more than six (6) months old, the exact weaning time shall be within the sole and absolute discretion of Seller. Seller shall notify Buyer of expected weaning date when known to Seller. Seller shall notify Buyer when weaning commences. Buyer is required to pick up foal within 30 days of the completion of weaning and after all remaining monies owed are paid in full.

**Insurance** It is highly recommended by the Seller that foal be insured by Buyer (after the initial vet-check). Seller will do everything possible to insure that foal's safety and well being provided, however, that risk of loss shall be upon Buyer once foal is accepted by buyer at birth as provided above. Seller agrees to assist Buyer at Buyers request with completing all necessary paperwork for foal to be insured.

**Other Care** Seller shall be responsible for routine feeding, supplementation if any, and reasonable regular handling/ground training including but not limited to gentle training methods in leading, tying, trailer loading, handling feet, until weaning. Buyer will be responsible for expenses if any, including veterinary care. Buyer will not be charged any feeding such as grain or hay while foal is by dam's side. If Buyer wishes to have other procedures done for the foal pre or post weaning, Buyer will be responsible for any fees related to the specific procedure or activity. Dam will receive regular care to ensure proper nutrition to the pre-weaned foal at no cost to Buyer. Seller will provide ongoing updates, with photos, to Buyer while foal is at Seller's premises. Buyer is welcome to visit foal and mare at any reasonable time but is required to contact Seller prior to visit and set dates agreed upon as convenient by both Buyer and Seller. Seller agrees to provide all paperwork associated with foal to included but not limited to Friesian Heritage Horse International registration papers (FHH) of the foal, KFPS B-Book II Application if Buyer requests copy, a copy of mare registration papers, copy of stallion registration papers, health records and/or etc.

A. This Foal In-Utero Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written agreement.

B. This Foal In-Utero Contract is entered into in the State of Tennessee , County of Hickman, and shall be Enforced and interpreted under the laws of this state and county. In the event a dispute arises under this Agreement, the prevailing party will be entitled to all reasonable costs and expenses incurred by it connection with such dispute (including, without limitation all reasonable attorney's fees and costs incurred before and at any trial, arbitration or other proceeding), as well as all other relief granted in any suit or other proceeding.

This contract is entered into on \_\_\_\_\_(date) I, \_\_\_\_\_, hereby refer to as "buyer" agree to purchase the in-utero horse described above. I agree to the conditions of sale as described below. This is an in-utero sales contract for the aforementioned horse (referred to as "Foal" herein).

Seller Signature & Date Signed: \_\_\_\_\_

Buyer Signature & Date Signed: \_\_\_\_\_