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Burdett, NY 14818
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www.paintedbarstables.com
607-216-8141

PAINTED BAR STABLES IN-UTERO INFORMATION

Painted Bar Stables is proud to offer the option of an In-Utero Contract on its bred mares. This option offers the buyer an opportunity to secure the purchase of a quality foal with a \$1,000 down payment.

The buyer has the opportunity to review our broodmares and the stallions that they have been bred to, to determine which line, breed, and purpose would suit the individual best.

Painted Bar Stables sets a fair market price on the foal. That is a set price with no negotiating. The signed price is final. The buyer's \$1,000 deposit goes into a secure bank account; this deposit will be applied toward the foal's full purchase price.

Painted Bar Stables gives periodic updates to the buyer on the mare's progress. Our mares are well-fed and receive regular vet, dental, and farrier care. The buyer is welcome to come visit the mare at any reasonable time. When the mare foals, we immediately contact the buyer. The buyer has 72 hours after the initial vet check to make their final decision on the foal. The buyer can either see the foal in person, or we will email photos and video to the buyer. **WE CANNOT GUARANTEE A FOAL'S SEX, COLOR, OR TEMPERAMENT.**

If the buyer decides to purchase the foal, Painted Bar Stables offers three payment options:

Payment in Full – Buyer will pay the balance of the purchase price in full by the 72-hour mark. The foal must remain at Seller's property until it is weaned.

Payment Plan – Buyer will pay the balance in 4 monthly payments of $\frac{1}{4}$ the remaining balance, due on the 1st day of each month starting on the first month following the foal's birth date, with the final payment after 4 consecutive months. Seller will invoice Buyer monthly. If the foal is weaned before the final monthly payment, the foal must remain boarded at Seller's property at Buyer's expense until the balance is paid in full.

There is no penalty for early payoff and no interest charged on payments. Prior to weaning, the buyer pays for the foal's farrier, deworming, and vet care; we do not charge for board until the foal is weaned. All mare and foal veterinary care will be performed by Starland Veterinary Services.

If the buyer decides to purchase the foal, it is recommended that they purchase mortality and major medical insurance to protect that foal. Painted Bar Stables will do everything in its power to ensure the foal's health and safety before it is weaned, and if it remains at Painted Bar Stables post-weaning. While the foal is in Painted Bar Stables' care, it will be imprinted, taught to lead, trailer, stand for vet and farrier, and learn basic groundwork. If the foal remains boarded at Painted Bar Stables post-weaning, it will receive regular vet, dental, and farrier care at the buyer's expense.

If the buyer opts to not purchase the foal within the 72-hour period, the buyer can forfeit their claim to the foal and receive a refund of any payment they have paid, minus the deposit. The deposit can then be transferred as credit to the purchase of another horse within 18 months. The buyer is welcome to purchase the foal outright in the future if they change their mind; however, Painted Bar Stables cannot guarantee the foal's availability or that the foal will remain at the in-utero price.

We strive to work with the individual buyer. Painted Bar Stables will not breed, raise, or sell any horse that we would not want for ourselves. If this is something you would like to pursue, sign the attached contract, and return with your \$1,000 down payment.

Painted Bar Stables accepts credit cards with a 4% surcharge; however, cash, check, or bank transfer is preferred.



IN UTERO HORSE PURCHASE CONTRACT

THIS BILL OF SALE IS EXECUTED THIS _____ DAY OF _____, 20____ MADE BY AND BETWEEN THE PAINTED BAR STABLES, HEREINAFTER REFERRED TO AS 'SELLER' HEREBY TRANSFERS TO _____, HEREINAFTER REFERRED TO AS 'BUYER' ALL RIGHT, TITLE AND INTEREST IN THE HORSE SPECIFIED HEREIN, HEREINAFTER REFERRED TO AS 'THE HORSE,' IN ACCORDANCE WITH AND CONSTRUED BY THE LAWS OF THE STATE OF NEW YORK AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. THESE PARTIES WARRANT THAT THEY HAVE THE RIGHT, INCLUSIVE OF OWNERSHIP OF THE HORSE HEREIN DESCRIBED, TO ENTER INTO THIS AGREEMENT.

THE HORSE BEING SOLD IS THE RESULTANT FOAL OF THE CROSS BETWEEN THE FOLLOWING HORSES:

SIRE NAME: _____ BREED: _____ HEIGHT: _____
KNOWN COLOR GENETICS: _____ REGISTRATION #: _____ ASSOC: _____
KNOWN DISEASE GENETICS: _____ SIRE BASE COLOR: _____ PATTERN: _____

MARE NAME: _____ BREED: _____ HEIGHT: _____
KNOWN COLOR GENETICS: _____ REGISTRATION #: _____ ASSOC: _____
KNOWN DISEASE GENETICS: _____ MARE COLOR: _____ PATTERN: _____

DATE BRED: _____ FOAL EXPECTED DOB: _____
POSSIBLE COLOR OUTCOMES FOR FOAL (SEE PAGE 8) EXPECTED BASE COLORS: _____
There is no guarantee on color, sex, disposition, or size of the foal. EXPECTED PATTERNS: _____

1. PURCHASE PRICE AND FEES:

A) PURCHASE PRICE: The total purchase price for the above in-utero foal is \$ _____ .00.

A non-refundable deposit fee of \$1000.00 is due with signed contract.

The remaining balance of \$ _____ .00 will be paid as follows (select option below):

- Payment in Full** – Buyer will pay the balance of the purchase price in full by the 72-hour mark. The foal must remain at Seller’s property until it is weaned.

- Payment Plan** – Buyer will pay the balance in 4 monthly payments of \$ _____ (¼ the remaining balance), due on the 1st day of each month starting on the first month following the foal’s birth date, with the final payment after 4 consecutive months. Seller will invoice Buyer monthly. If the foal is weaned before the final monthly payment, the foal must remain boarded at Seller’s property at Buyer’s expense until the balance is paid in full.

B) FOAL GENDER OPTION: Buyer may choose a gender option of the resultant foal (additional fees included in total above).

- \$0 –Filly or Colt \$500 –Filly Only Option \$500 –Colt Only Option

D) FORM OF PAYMENT AND SURCHARGES: There is no penalty for early payoff and no interest charged on payments within the payment plan.

All payments must be in the form of cash, check deposited and cleared, certified check or cashier check before the horse is removed from the farm.

Any payments in the form of credit card will incur at 4% convenience surcharge to cover any charged fees.

Interest rate will be 5% per month will be added to any/all balances on purchase or board payments over 30 days old.

E) OWNERSHIP TRANSFER: Once the Seller receives full payment, the horse’s ownership and registration papers for the horse will be immediately transferred to the Buyer. No foal will leave Painted Bar Stables without a zero balance on account.

2. ACCEPTANCE AND REJECTION (RIGHT OF FIRST REFUSAL): The Buyer has 72 Hours (3 Days) from the birth of the foal to decide if the horse is a proper fit for them to own. If within 3 days the seller decides that the horse is not appropriate, they may withdraw purchase of the horse and receive a refund of the purchase price, less the deposit. The deposit can be transferred as credit towards the purchase of a different horse within 18 months.

If the buyer forfeits their rights to the horse, the Painted Bar Stables may freely market the foal. The buyer is welcome to purchase the foal outright in the future if they change their mind, however Painted Bar Stables cannot guarantee the foal’s continued availability or that the foal will remain at the in-utero price.

3. WARRANTY OF PEDIGREE AND REGISTRATION: The Seller warrants the description and registration of the parent horses stated above.

4. VACCINATIONS, CARE & NUTRITION: The dam will receive all routine care and nutrition during the pregnancy, including veterinary and medical care, feed, dental, and farrier care, at the expense of Seller and at no cost to Buyer.

Painted Bar Stables affirms that a negative Coggins, veterinary documentation of current rabies, vaccination status for Flu/Rhino, Eastern and Western Encephalitis, and laboratory test for EVA has been given before or at the time of breeding.

5. MARE VETERINARY AND EMERGENCY CARE: In the case of the need for emergency and/or major veterinary care for the mare, the Painted Bar Stables will take on the entirety of the expenses for the needed, reasonable emergency veterinary care as the Painted Bar Stables sees fit to provide.

If the injury or medical issue is beyond the limit of reasonable care, as determined by the owner of the mare the Lessee/Buyer of the foal has the right to, with the coordination of the mare owner, provide additional veterinary care. In the case of providing additional veterinary care, beyond the reasonable level, the Lessee agrees to split the cost of the

needed emergency veterinary care with the Painted Bar Stables, each paying equal halves (including taxes, surcharges, and additional fees).

6. ADDITIONAL MARE VETERINARY SERVICES: The Painted Bar Stables will provide and pay for a transrectal palpation to determine if the mare is pregnant as well as one ultrasound to ensure that no twins are present. They will also provide one (1) litmus paper milk testing kit to assist in predicting the time of birth.

Additional veterinary pregnancy services can be provided at the expense of the Lessee/Buyer of the foal. These services include: Additional Ultrasounds Additional Urine Pregnancy Testers PMSG Pregnancy Testing

7. FOAL VETERINARY AND EMERGENCY CARE: Seller will have a new foal exam including IgG test performed by Seller's regular Veterinarian at Seller's expense This initial veterinary appointment will inspect the postpartum health and wellness of the mare and foal.

It is understood that the Buyer of the foal is the sole responsible party for providing and funding veterinary care for the resulting foal beyond this initial appointment. Buyer shall be responsible for the costs of routine farrier care, deworming, and veterinary care of foal after birth. Starland Veterinary Services will provide all veterinary care for foal while it is on Seller's property and will invoice Buyer after services are performed. If Buyer wishes to have other procedures done on the foal pre-weaning (including but not limited to vaccinations, surgery, X-rays, castration, etc.), Buyer will be responsible for any fees related to the specific procedures. If the veterinarian recommends a procedure, Seller will first contact Buyer for approval.

8. VISITATION: Buyer is welcome to visit foal and mare at any reasonable time after birth with permission from the seller. Buyer should contact Seller prior to all visits. During the visit, the Buyer is not allowed to move the mare or foal from any stall or enclosure without the permission and assistance of the stables staff.

9. FOAL HANDLING: Seller will be responsible for the routine care, handling, training, and nutrition management of Foal until Foal is weaned. The foal will be imprinted, taught to lead, trailer, stand for vet and farrier, and learn basic groundwork.

BABY TRAIL RIDES: Staff take our foals on "baby trail rides" to help the foal develop skillsets while they are still under the care of their dam. Baby trail rides can only be done for the foal with the permission of the Buyer. Any ride offered at the discretion of staff is free of charge. If the buyer would like to request rides with any frequency or regularity, a training fee may be issued. The Buyer may join these rides, mounted on an appropriate horse, at the cost of an advertised trail ride. It is understood that these training experiences come with risk. By providing permission for these rides the buyer takes on and assumes all risk and liability for the foal, as well as any resultant veterinary expenses, during these training experiences.

10. WEANING: Weaning time shall be when the foal is not less than 4 months old and not more than 6 months old. The exact weaning time shall be within the sole discretion of the Seller. Seller shall notify Buyer of expected weaning date and when weaning commences.

BOARDING COSTS FOR FOAL

Board at 0-4 Months: \$0 per month, shared with mother

Board at 4-6 Months, un-weaned: \$250 per month, shared with mother

Board after 4 Months, weaned: \$500 per month, private stall (no guarantee that a private stall will be available)

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BUYER INITIALS: _____
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Buyer may choose to continue boarding the foal at Seller's property after the balance is paid off and transfer of ownership is completed. Seller cannot guarantee availability of stalls, pastures, and/or paddocks and Buyer must first inquire about boarding availability and pricing directly with Seller.

11. INSURANCE: It is suggested that the Buyer is obtain and maintain mortality and major medical insurance on the foal throughout the duration of the payment period, until the horse is paid in full, and transfer of ownership has been completed. Buyer is responsible for initiating and following up on all insurance claims.

Seller will do everything possible to ensure the foal's safety and wellbeing, however any risk of loss shall be the responsibility of the Buyer once the foal is accepted as provided above. If anything happens to the foal before the horse is paid in full, payment is still expected.

Insurance Co.: _____ Policy #: _____ Claims Phone#: _____

12. CONTRACT TERM FOR BREEDING: This contract is for the 20____ breeding season beginning February 1 and ending July 15. The agreement confirms the representation by Painted Bar Stables that they are presenting the mare named above in a healthy and sound breeding condition with a negative uterine culture and any pertinent health or breeding information made available to Stable.

If the dam is still unbred, no breeding of a selected foal will commence until Breeding Contract is signed and fees paid to Painted Bar Stables. NOT APPLICABLE, mare is already bred and in foal.

13. LIVE FOAL GUARANTEE: Painted Bar Stables will provide for a single live foal produced from the mating related to this breeding contract. All fees and expenses must be paid prior to the release of the foal (and/or breeders' certificate) by Painted Bar Stable. The foregoing Live Foal Guarantee is defined as a foal that stands and nurses without assistance and survives for 24 hours after foaling.

If a live foal does not result from this mating agreement, the Lessee/Buyer of foal will be entitled to a rebreed to the mare listed in this Contract for the following breeding season only.

14. MARE SUBSTITUTION: If mare named in this contract, dies, or becomes unfit to breed, another mare owned by and/or leased by the Painted Bar Stables may be allowed as a substitute mare at the Painted Bar Stables and/ or stallion owners' discretion. In event of such occurrence(s) NO REFUNDS shall be given to Lessee/Buyer of foal.

15. STALLION OWNER GUARANTEE: If stallion should die or become incapable of servicing mare, this contract shall become null and void. Painted Bar Stables and/ or the stallion owner may choose to refund ½ the stallion fee, less any fees or expenses incurred to date, provide another stallion owned or leased by Painted Bar Stables and/ or the stallion owner or use of frozen semen if possible. These options will be at the sole discretion of Painted Bar Stables and/ or the stallion owner. Painted Bar Stables assumes no responsibility for any such nullification of this contract or loss or damages, either consequential, incidental, direct or indirect resulting or claimed to result from such events. If the options delineated herein are not exercised by Painted Bar Stables the null and void clause is effective and the stud fee (less the booking fee) will be refunded to the Lessee/Buyer of foal as a liquidated damage and the owners sole remedy and the parties to this agreement will be released from any further rights, obligations, or liabilities arising hereunder.

16. SOLE OWNER OF HORSE: The Painted Bar Stables is the sole owner of the above-mentioned mare and has complete authority regarding care and use of this horse. The Painted Bar Stables warrants that the Painted Bar Stables and its owners have on premises a good and clear title to the Horse, free from any liens. During the course of this breeding

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BUYER INITIALS: _____
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lease, the horse will remain free of all liens, charges and claims and the horse will not be sold or mortgaged. The horse is and shall remain the sole property of the Painted Bar Stables.

17. EXPRESS WARRANTIES: The Buyer accepts the resultant foal with only those warranties set forth above, such warranty is subject to any and all faults or defects to the horse that may now exist or subsequently appear. There are no other expressed or implied warranties extended to the Buyer, nor are there any warranties extended, either expressed or implied, for merchantability, and the fitness of the horse for any particular use or purpose.

18. ASSUMPTION OF THE RISK: The Buyer understands that horse ownership, horses, horseback riding and equestrian activities carry inherent risks of injury, damage, or death, and that purchase of the horse herein includes these risks. The Buyer knowingly assumes all the risks associated with ownership of the horse, known and unknown, of all activities on and around the horse from the time of executing this contract forth.

19. ACCEPTANCE, NOTICE OF CLAIMS AND LIMITATION OF REMEDIES, AND RISK OF LOSS: The Buyer accepts ownership of the horse by signing this contract and the risk of loss passes immediately to the Buyer upon execution of this contract. The Buyer is responsible for all veterinary and transportation expenses as of the date this contract is executed.

20. BUYER'S WARRANTIES: Upon execution of this contract, the Buyer is responsible for providing worming, vaccinations, veterinary care, and farrier care for the horse, beyond the initial birthing appointment. The Buyer shall be responsible for all sales, transaction privilege and other taxes that may be imposed by any local, state or federal government as a result of this transaction.

21. VENUE: This contract shall be construed and enforced in accordance with the laws of the State of New York; and any legal action or proceeding concerning this contract shall be brought in New York State (in Schuyler County, in the case of any New York State court action or proceeding, and in the Northern District of New York, Syracuse Division, in the case of any Federal Court action or proceeding).

22. COMPLETE AGREEMENT: This contract and all other agreements, exhibits, and schedules referred to in this contract constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersede all prior and contemporaneous understandings or agreements of the parties. This contract may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

23. SURVIVAL OF PROVISIONS: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

24. AMENDMENT: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the parties.

25. NOTICES: All notices, requests and consents required or permitted by this contract or for any other purpose shall be in writing, signed and delivered to the appropriate address specified above, or another address of which the sender has been given written notice by certified mail.

26. INDEMNITY and ATTORNEY FEES: Buyer, to the fullest extent permitted by law, shall indemnify and hold harmless Seller, its officers, employees, agents and representatives from and against: (i) any and all claims, causes of action,

actions, liability, loss, damages and expenses, including but not limited to claims for bodily injury, death, sickness, disease, occupational disease, personal injury, damage to property, and the loss of use thereof, all of whatever kind or nature, (all hereinafter "Claim(s)") arising directly or indirectly from, due to, or with respect to, all or any part of this contract, or the horse, and related goods, products, equipment, items, systems, services and work covered by this contract (ii) any and all Claim(s) arising by reason of the breach by Buyer of any of the covenants, terms, conditions, or representations given by Buyer, in or with regard to this contract, (iii) any and all Claim(s) arising from or relating to the negligence, act or omission, failure to act, misfeasance, nonfeasance, or other fault, by, or of, the Buyer, its officers, employees, agents, subcontractors, suppliers, materialmen, and or consultants, (iv) any and all Claim(s) based on trademark, patent, or copyright infringement or alleged infringement, (iv) any and all Claim(s) arising from any failure by Buyer to comply with any applicable federal, state, county, municipal or local, law, ordinance, code, regulation, rule or order, and (v) all Seller's costs and expenses incurred in connection with such Claim(s), including but not limited to, Seller's reasonable attorneys' fees, consultant's and expert witness fees, expenses, litigation expenses, costs and disbursements, all such costs and expenses shall be paid to Seller promptly, as the same are incurred.

In the event of litigation relating to the subject matter of this contract, the parties agree that, to the fullest extent permitted by law, if Seller so requests, at Buyer's sole cost and expense, Buyer shall defend any claim(s) or litigation brought against Seller with counsel selected by Seller in Seller's sole discretion, and if Seller decides to defend any Claim(s), Seller shall be entitled to appear, defend or otherwise take part in the matter involved, at its option, by counsel of its choosing at Buyer's expense.

27. SEVERABILITY AND GOVERNING LAW: If any covenant or provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction or any mediator (i) the remaining terms and provisions hereof shall remain valid, and (ii) the invalid or unenforceable provision shall be deemed replaced by a term or provision that is valid and enforceable and comes closest to expressing the intention of the invalid term or provision. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such state, and without regard to principles of conflicts of laws

"SELLER"

STABLE OWNER:

STABLE OWNER (SIGNATURE): _____ DATE: _____

ADDRESS: _____

EMAIL: _____ TELEPHONE: _____

"BUYER"

HORSE BUYER (PRINTED): _____

HORSE BUYER (SIGNATURE): _____ DATE: _____

ADDRESS: _____ EMAIL: _____

TELEPHONE: (C) _____ (H) _____



POSSIBLE COLOR OUTCOMES FOR FOAL

	PERCENTAGE	COLOR	PERCENTAGE	COLOR
POSSIBLE COLOR OUTCOMES:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

**Red (Sorrel) &
Black (Bay/Black)**

		Vanzi Bars N Stripes	
		E	e
Mare		E	e
		E	e

RED OR BLACK %: _____

Crème
(Palomino, Buckskin, Perlino, Cremello)

		Vanzi Bars N Stripes	
		Cr	N
Mare		Cr	N
		Cr	N

CRÈME %: _____

Agouti (Bay)

		Vanzi Bars N Stripes	
		a	a
Mare		a	a
		a	a

BAY CARRIER %: _____

Dun (Primitive Markings)

		Vanzi Bars N Stripes	
		Dn	Dn
Mare		Dn	Dn
		Dn	Dn

DUN %: _____

Tobiano Pinto

		Vanzi Bars N Stripes	
		N	N
Mare		N	N
		N	N

TOBIANO %: _____

Overo Pinto

		Vanzi Bars N Stripes	
		N	N
Mare		N	N
		N	N

OVERO %: _____