

PRTC/PRF SALES CONTRACT 2016

The following agreement is made between Prairie Rose Training Center (PRTC)/Prairie Rose Farm (PRF), hereafter called the Seller, and _____ hereafter called the Buyer.

The Seller does hereby sell and demise to the Buyer, _____ for, and in consideration of, the mutual covenants described below.

1. The full selling price is _____, with the following possible terms of payment:
a. Paid in Full _____ b. The Buyer will pay to the Seller a down payment of _____.
The balance is the principal sum of _____ payable as follows, _____.

2. Default in payment, of performance of any obligation to be preformed by the Buyer is a default under this agreement. Seller may accelerate the time of payment of all amounts due if:
a. Default is made in the payment of any sum due b. The Seller deems himself reasonably insecure
Buyer agrees to pay reasonable attorney's fees and costs of collection on default. Upon any default, the Seller may, with or without legal action, recover and repossess the horse from the Buyer. This is in addition to any right conferred by this agreement.

3. Time is of the essence in this agreement, however, failure of the parties to promptly assert rights hereunder, shall not waive any such right nor shall it constitute a wavier of any existing or subsequent default.

4. Buyer shall keep this horse free from all liens and claims, where contractual or imposed by law, and will not dispose of, transfer, lease or loan this horse.

5. Risk of loss of this horse because of death, or impairment due to injury or disease shall be borne by Buyer.

6. Buyer will at all times and at his expense, provide adequate feed, water, shelter, daily care, maintenance and veterinary attention as needed to the animal described, including routine inoculations for the prevention of disease and medication for the suppression of internal parasites. In addition, regular farrier care will be provided as needed.

7. Buyer shall, at his expense, maintain mortality insurance on the above horse in an amount equal to or more than the unpaid balance due under this contract, payable to the seller, his heirs, or assigns. In case of loss any surplus over and above the amount owed the Seller shall be paid to the Buyer as his interest shall appear. This insurance policy shall have a loss payable clause in favor of the Seller and the Buyer shall furnish a certificate with the appropriate loss payable clause.

8. When final payment has been made, the Seller shall furnish a valid Registration Certificate to the Buyer.

9. This contract shall be controlled and interpreted according to the laws of the state of North Dakota.

10. PRTC works hard to ensure our horses are well-matched with buyers. We assess rider's skills before they try out our horses to ensure buyers' safety and the welfare of our horses. Prior to purchase, lessons on a prospective horse can be arranged. We offer buyers and our clients the option of utilizing our Horse Purchase Consulting Services so we can help find horses (regardless of whether they are for sale at PRTC) that are the best fit for one's abilities and goals. We encourage new owners to work regularly with a trainer. New riders and those returning to the sport often require intensive training to develop the skills necessary to sustain a productive partnership. More experienced riders often need guidance to advance the horse's training. We do not offer returns and refunds on our sold horses. We expect buyers to conduct the due diligence necessary to determine if a horse is a good match for their skills and interests, and once purchased, obtain the training that horse, rider or both need for safe and enjoyable riding. We prefer to stay in contact with buyers and are happy to provide suggestions, additional training, lessons or referrals for these services.
Initial _____

11a. In addition: _____

11b. In addition: _____

12. This agreement shall be binding on and inure to the benefit of the parties, their heirs, assigns, successors and personal representatives.

Buyer: _____

Address: _____

Phone: _____ Email: _____

Sign: _____ Date: _____

Seller: Prairie Rose Training Center / Prairie Rose Farm
Address: 7050 156th Ave. NW Bismarck, ND 58503
Phone: C 701-527-2058 Email: prtc@bektel.com

Sign: _____ Date: _____