

## Contract to purchase Mahlstedt Ranch, Inc. horse

***This is a contract to purchase:***

The horse by the name of \_\_\_\_\_ Sex\_\_\_\_\_ Color\_\_\_\_\_  
AQHA number: \_\_\_\_\_

from Seller; Mahlstedt Ranch, Inc. of Circle, Montana or Ross & Tana Canen of Glendive, Montana [as indicated by registration certificate].

Purchaser Name:\_\_\_\_\_

Address:\_\_\_\_\_

Physical Address : \_\_\_\_\_if different for brand inspection/trip permit)

Telephone:\_\_\_\_\_ Cell Phone:\_\_\_\_\_

Email:\_\_\_\_\_

I, the Purchaser, agree to take possession of the above-named horse and pay the balance due within two weeks of purchase. If I am unable to pick up my horse by the set date, I agree to pay a per day charge of \$10/day for care until I do pick up the horse. I have plans to have the horse retrieved by either myself or someone else by this date: \_\_\_\_\_ by whom: \_\_\_\_\_ (this is required information to complete the contract).

By signing this contract, I, the Purchaser, acknowledge that I accept all liability for the above-named horse. I understand that injury and/or death can happen and it is my responsibility to obtain insurance if I so choose. In the event the above-named horse disappears from Mahlstedt Ranch due to death or theft prior to pick up (within the 2 week time frame), purchaser may have the deposit applied to a different Mahlstedt Ranch, Inc. horse. I understand the hazards involved in this activity and release the ranch and all associated persons from responsibility and liability in the case of injury or death to the above-named horse.

**Guarantee:** Our horses are guaranteed for conformation and disposition when sold. These are animals so we cannot guarantee each horse's reaction to what you do with them or how you treat them. Color of horse is indicated to the best we can determine and it can change with time. No guarantee is made regarding color unless specifically noted by accredited color test method. Buyer assumes all responsibility at time of sale. Vet checks are welcomed at buyer's expense. If horses are shipped by approved shipper & horse is deemed unsound, vet reports will be required and credit for a different horse will be dependent on the case. Any credit given will be less a \$500 return fee and buyer must return horse to Mahlstedt Ranch within 1 week of notifying of dissatisfaction. Buyer signature acknowledges agreement to these conditions of return. No credit or refund will be granted after 14 days from the horse date of leaving the seller premises.

**Binding and Entire Agreement:** When the above-named Purchaser signs and returns one copy of this contract to the Seller, it will then be a binding contract on both parties, subject to the above terms and conditions. This contract is not valid unless completed in full and accompanied by the required fee payment. This contract constitutes the entire agreement between the parties concerning the sale of this horse and supersedes all other agreements or understandings between the parties, whether oral or written concerning the sale of this horse. This contract is entered into in the State of Montana and will be interpreted and enforced under the laws of Montana.

Horse will come with halter and lead, bill of sale, & brand inspection.

Date Received:

**The full purchase price** (this before any discounts or payments)..... \$ \_\_\_\_\_

**Enclosed is 50% of price. This payment is non-refundable**..... \$ \_\_\_\_\_ /\_\_\_/\_\_\_

**payment**..... \$ \_\_\_\_\_ /\_\_\_/\_\_\_

**payment**..... \$ \_\_\_\_\_ /\_\_\_/\_\_\_

**Discount (this part is to be filled in by Seller only)**..... \$ \_\_\_\_\_

(any discounts given are applied on final payment if horse leaves within 2 weeks of purchase & according to any advertised sales)

**Final payment**..... \$ \_\_\_\_\_ /\_\_\_/\_\_\_

**Total payment received for this horse:** ..... \$ \_\_\_\_\_

\_\_\_\_\_  
Signed by Purchaser

\_\_\_\_\_  
Date

Please call Tana prior to mailing this to confirm the availability of the horse you wish to purchase.

Cell: (406) 939-1890.

Please make a copy of this for your records before mailing to:

Mahlstedt Ranch, Inc., Tana Canen, 201 Olmstead Lane, Glendive, Montana 59330

\_\_\_\_\_  
Received by Seller/Authorized Agent

\_\_\_\_\_  
Date