

## **Contract to purchase Mahlstedt Ranch, Inc. Weanling Foal**

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

The filly/stud colt by Stallion: \_\_\_\_\_ x Mare: \_\_\_\_\_  
Sex \_\_\_\_\_ Color (may change over time): \_\_\_\_\_

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: \_\_\_\_\_

Buyer AQHA Membership Number: \_\_\_\_\_ (AQHA transfer is handled by ranch for  
all foals purchased prior to November 1<sup>st</sup> **IF** purchaser's AQHA membership is current. Horse  
name choice must begin with MRI & cannot exceed 20 characters and spaces:

\_\_\_\_\_  
If you choose to name your foal with a name that does not begin with MRI, you, the Purchaser,  
will be responsible for registration and transfer fees.

I, the Purchaser, agree to take possession of the above-named horse and pay the balance at  
weaning time or within two weeks of purchase if purchased after weaning. If I am unable to pick  
up my horse by the set date, I agree to pay a per day charge of \$15/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.

**Male colt additional terms:** If this is a stud colt, seller retains the right to breed 4 mares  
annually to said stallion when it comes of age and through its lifetime. Seller agrees to pay  
collection and shipping fees as required by all customers of said stallion.

**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. Purchaser further understands that should said horse be returned in a condition other than said horse was when leaving possession of Seller, that Seller shall be authorized to deduct any and all reasonably necessary veterinary or farrier expenses incurred. Purchaser's 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. EXCEPT AS PROVIDED OTHERWISE IN THIS AGREEMENT, SAID HORSE IS SOLD "AS IS." THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**Hold Harmless and Indemnification:** 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. In this regard, and as a material provision of this Agreement, Purchaser, individually, and binding upon Purchaser's estate, heirs, successors, and assigns, hereby holds Seller harmless against any and all claims or potential claims which may arise out of the purchase of the horse identified herein. Purchaser, individually and binding upon his/her estate, agrees that he/she shall indemnify and defend Seller from and against any and all third-party claims of any nature which occur post-delivery (to Purchaser, or Purchaser's agent, or third-party transport) and which is arising out of, or in any way related to, the horse being sold hereunder, including but not limited to property damage, bodily injury, or death.

**Attorney Fees and Costs:** In the event any litigation or other legal proceedings, including alternate dispute resolution procedures, are undertaken to enforce any provisions of this contract, then the prevailing party shall be entitled to all costs of suit and reasonable attorney's fees from the non-prevailing party.

**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.

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

Enclosed is deposit. This payment is non-refundable..... \$ \_\_\_\_\_ / /  
( \$1000 deposit if prior to weaning/ 50% of purchase price if foal has been weaned)

**[BUYER IS NOT TO FILL OUT ANYTHING BELOW THIS OR  
CONTRACT MAY BE CONSIDERED VOID] Please continue to signature.**

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

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

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

Discount (**this part is to be filled in by Seller only**): \_\_\_\_\_ \$ \_\_\_\_\_  
(discounts are applied on final payment if horse leaves within 2 weeks of purchase/according to any  
advertised/agreed upon sales)

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

\_\_\_\_\_  
Seller/Authorized Agent Date