

Fox Run Riding, LLC | Sales Agreement

This is a Sales Agreement entered into by and between Fox Run Riding, LLC of 7000 Loop Road Huntingdon, PA 16652 hereinafter for convenience called the Seller and _____, of _____ hereinafter for convenience called the Buyer.

This Sales Agreement provides for the legal transfer of ownership of the following horse, hereinafter for convenience called the "Horse":

Name	
Age	
Breed/Sex	
Height	
Color/Markings	

Seller agrees to sell and buyer agrees to the above described horse for the total sum of _____ dollars. The Purchase Price shall be paid in cash or certified funds. The Buyer agreed to pay for said horse in _____ installments of _____ dollars.

Returned checks shall incur a fee of \$50.00 and require the Buyer to pay by Cashiers Check or Money Order thereafter.

A letter warning of default will be sent if a principal payment is more than fifteen (15) days past due. If a principal payment is thirty (30) days past due the Buyer will be considered in default of this Note and a Notice of Default will be sent to the Buyer. If the Seller does not receive the full remaining balance due on this Note within fifteen (15) days of the postmarked date on the Notice of Default the Buyer forfeits any rights to said horse and any payments made on this Note.

The buyer shall have the right to prepay, at any time or times without penalty, all or part of the balance of the principle hereof. Any such prepayment shall be applied first to any late or any other fees accrued hereunder and then to the principal.

Buyer has had the opportunity to conduct a pre-purchase exam on the Horse
(X_____ Please initial here if you waive the right to a pre-purchase examination by a veterinarian.)

Seller makes no warranties or guarantees whatsoever as to the soundness, suitability, health or usefulness of the Horse. Seller makes no warranties, either express or implied, including but not limited to any implied warranty of merchantability or fitness for any purpose. The purchase of the Horse is subject to the terms and conditions of an "as is" sale.

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Buyer accepts responsibility for the horse by signing this Agreement, and risk of loss passes immediately from Seller to Buyer. Buyer is responsible for all board, veterinary, farrier, and transportation expenses, as well as any other expenses relating to the well being of said horse after the date hereof. Buyer agrees to sign a Board Agreement for said horse while the horse is in the custody of Fox Run Riding, LLC

The Buyer agrees that until said horse is paid for in full the said horse will remain in custody of Fox Run Riding, LLC.

Buyer states that he/she is not a kill buyer or buyer who purchases the Horse with the intent to slaughter, or an agent to a kill buyer, and Buyer agrees not to transfer the Horse to any auction or sale program or facility wherein the Horse may be purchased for slaughter and/or meat. In the event that Buyer breaches this clause, Buyer agrees to pay to Seller the amount of _____ (\$ _____) dollars (the "Damages").

Buyer agrees to give Seller the first right of refusal to purchase the Horse if Buyer offers the Horse for sale at any time in the future. Buyer agrees to notify Seller of Buyer's intent to sell and the Seller shall then have seven (7) days from receipt of notice to either accept or decline to purchase the Horse. In the event that Buyer breaches this clause, Buyer agrees to pay to Seller the amount of _____ (\$ _____) dollars (the "Damages")

If Seller declines the right of first refusal, Buyer agrees to require the following two agreements from any other Buyers as a condition on any future sale of the Horse:

- a) Buyer agrees to give _____ of _____ (the "Original Owner") the right of first refusal to purchase the Horse if Buyer offers the Horse for sale at any time in the future. Buyer agrees to notify the Original Owner of Buyer's intent to sell the Horse. Original Owner shall then have seven (7) days from receipt of notice to either accept or decline to purchase the Horse. In the event that Buyer breaches this clause, Buyer agrees to pay to Original Owner the amount equivalent to the Purchase Price of the Horse, as damages. (the "Damages"). "
- b) Buyer states that he/she is not a kill buyer or buyer who purchases the Horse with the intent to slaughter, or an agent to a kill buyer, and Buyer agrees not to transfer the Horse to any auction or sale program or facility wherein the Horse may be purchased for slaughter and/or meat. In the event that Buyer breaches this clause, Buyer agrees to pay to Original Owner the amount equivalent to the Purchase Price of the Horse, as damages (the "Damages").

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Risk of Loss: Upon the Transfer of Possession of the Horse as defined above, Buyer assumes all risk of loss or injury to Horse.

Buyer has read and accepts all terms appearing on each of the three pages of this Agreement.

Buyers Name:

Buyers Address:

City: _____

State: _____

Zip Code _____

Phone Number: _____

Sellers Name:

Sellers Address:

City: _____

State: _____

Zip Code: _____

Phone Number: _____

FOX RUN RIDING HORSE CARE LEASE AGREEMENT

NAME OF HORSE:

SEX:

AGE:

BREED:

I. PARTIES

The parties to this lease agreement are Haley Campbell (hereinafter "LESSOR"), a resident of the state of Pennsylvania residing at 8715 Standing Stone Road Huntingdon and _____, (hereinafter "LESSEE"), a resident of the state of _____ residing at _____.

THE PARTIES, in consideration of the mutual covenants contained herein, do hereby agree as follows:

II. LEASE TERM AND PRICE:

- A. LESSOR leases to LESSEE the horses on a month-to-month basis, beginning on _____. The LESSEE shall pay for all costs that pertain to proper care of both horses.
 - i. All training and/or lesson costs are to be discussed with LESSOR and are payable separate to LESSOR.
 - ii. LESSEE agrees to routine check-ins by LESSOR during the course of the lease.

- B. LESSEE shall NOT have the right to sub-lease the horse. Only LESSEE is granted access to care for the horse.

III. LESSEE hereby agrees to keep the horse in good health, giving due consideration to vet and hoof care. LESSOR can take the horses anytime if their health declines or the situation seems unsafe for horses.

CARE OF THE HORSE.

LESSEE shall humanely treat and care for the horse. ***If any injury to the horse occurs under LESSEE'S care or supervision, LESSEE is responsible for any and all veterinary expenses.***

Shots and checkups are the responsibility of LESSEE.

LESSEE further agrees to keep the horse at their residence at the time of this agreement. The horse shall not spend the night away from this location, unless prior WRITTEN (via e-mail or letter) consent has been given by LESSOR. LESSEE agrees to follow LESSOR'S advice on how to care and train the horses.

IV. LIMITATION OF LIABILITY.

Conditions of Liability. LESSEE agrees that LESSOR is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are: thunder, lightening, rain, wind, water; wild and domestic animals, insects, and reptiles which may walk, run, fly near, bite, or sting a horse; and irregular footing on outdoor or indoor groomed or wild land which is subject to constant change in condition according to weather, temperature, natural and man-made changes in landscape. Neither LESSOR or stable or its employees and associates are liable for any accidents, injuries, or thefts to animals and personal property kept at the stable. LESSEE understands that horseback riding carries certain risks and dangers, and that LESSEE will use best judgment to always take safety first into consideration while riding the horse, including always wearing a safety helmet. **By signing below, LESSEE releases LESSOR of all liability in connection with any injury sustained as a result of LESSEE'S activities on the horse.** LESSEE also acknowledges that horseback riding is an inherently risky activity and hereby releases LESSOR, and stable, and any other person associated with stable from ANY liability for injury, damage, or loss to LESSEE or LESSEE'S equipment. LESSOR strongly suggests LESSEE should not be allowed to ride the horse without the use of a helmet with a safety harness approved by the State of Pennsylvania for horseback riding activities. Said helmet shall meet all ASTM F1163-00 standards and shall meet or exceed SEI certified standards. LESSEE understands that LESSOR is not responsible for any accidents, injuries, damage, or loss to LESSEE or LESSEE'S personal property, in conjunction with the horse.

Warning: There are inherent risks of injury that you voluntarily accept in connection with your riding, and other activities (which are not limited to grooming, lunging, feeding, bathing, hoof care, etc.) with the horse. LESSEE, as part of this Agreement, agrees to sign the Waiver of Liability attached to this Agreement.

_____ (LESSEE initial)

V. LESSOR'S REMEDIES ON BREACH.

This lease is subject to LESSEE'S performance of the covenants and conditions set forth herein. In the event LESSEE defaults in performance of any such covenants or conditions, and the breach continues for more than 7 days, LESSOR may, at her option, declare the lease forfeit and take the horses. This lease agreement may be voided with 7 days' WRITTEN notice from either party for any reason, or may be voided immediately if the LESSOR and/or stable manager deems that the horse's health is put at risk by acts or omissions of LESSEE.

VI. REPRESENTATIONS.

LESSOR represents that the horses are in good health and that there are no known illnesses. LESSEE is aware that both horses are only to be used for very light riding due to soundness issues.

THIS LEASE AGREEMENT is entered into in the state of Pennsylvania and will be interpreted and enforced under the laws of that state.

ACCEPTED:

_____ Date: _____ Phone: _____
Lessor/Owner Signature

_____ Print Name of Lessor

ACCEPTED:

_____ Date: _____ Phone: _____
Lessee Signature

_____ Print Name of Lessee

