



FUTURE FOAL RESERVATION AGREEMENT and BILL OF SALE

WITNESS THIS AGREEMENT this 15th day of November 2010, by and between John and Lynn Kelley d/b/a SW Future Foal @ Summerwind Marchadors, Inc., hereinafter referred to as "Seller", and _____, hereinafter referred to as "Buyer." For Six Thousand Dollars (\$6,000) Seller agrees to sell and Buyer agrees to buy an in-utero 2011 foal, the product of Chanel de Miami and La Paz Jivago, hereinafter referred to as "F" free and clear of all encumbrances under the terms and conditions described below:

- A. Execution of this agreement by both parties and receipt of Buyer's full payment shall constitute a Bill of Sale and evidence of Buyer's ownership. Seller agrees to assist with obtaining registration documents if needed.
- B. Buyer agrees to pay Seller a Deposit of \$500 for F on or before November 30, 2010, which is non-refundable.
- C. Seller will provide a live foal* guarantee so that should the mare fail to conceive, or die within the pregnancy, or fail to produce a "live foal", Buyer shall have the option of:
 - a. Re-breeding the mare or a different mare for a 2012 foal.
 - b. Selecting another Summerwind product – foal, horse or semen if available.** A live foal is defined as a foal that stands and nurses without assistance for 48 hours after birth.*
- D. Buyer agrees to make future payments of \$250 per month or installment payments of \$1,000 at 60 days pregnancy, \$2,500 when the foal is born and \$2,000 when the foal is weaned and ready to ship. Seller will communicate dates to Buyer.
- E. Buyer agrees to remove F from Summerwind Marchadors, Inc. on or before July 1, 2011.
- F. Seller agrees to board F at Summerwind Marchadors, Inc. until July 1, 2011 at no cost to Buyer. After July 1 2011 Buyer will be responsible for all costs (boarding, shots, supplement, farrier and training, for an all-inclusive Future Foal fee of \$300* per month. Final payment for F and payment of these costs must be made before F can leave said property.
- G. All Payments referred to in Paragraphs B, D and F will be made via wire transfer to Seller's account unless Seller agrees otherwise.
- H. Buyer agrees that Seller has no liability to Buyer for injury or death of F while in the care of Summerwind Marchadors.
- I. Buyer agrees that Seller may make any and all decisions regarding the safety and care of F while she is at Seller's boarding facilities and until the full purchase price is paid.
- J. Buyer acknowledges that he/she has had an opportunity to examine F and that Seller provides no express or implied warranty regarding the health or fitness of the Horse. Buyer has the right to a pre-purchase vet examination at his/her expense.
- K. Seller has the right of first refusal should Buyer ever want to sell F in the future.

Seller

Buyer

By _____

By _____

Date _____

Date: _____