



Jordan Kelly and Jeremy Gardemann  
1396 240<sup>th</sup> Street  
Independence, IA 50644  
www.rockinspots.com  
319 404 1118 - 319 491 4068  
Info@rockinspots.com

## Purchase Agreement

Date of Agreement:

Buyer:

Seller: Rockin Spots Appaloosas  
1396 240<sup>th</sup> Street  
Independence, IA 50644

Foal Purchased:

Foaling Date:

Expected Weaning Date:

Rockin Spots Appaloosas, here in referred to as seller, requires a reservation deposit of 25 percent of the purchase price to reserve a foal. The reservation deposit is non refundable if a buyer changes their mind or defaults and do not pay for or pick up the foal at the required time as outline further in this agreement. If the foal were to die or become seriously injured and could not be sold, the deposit will be refunded in full.

The remaining balance, 75 percent of the purchase price, is due within 7 business days of notification of a foals weaning. Generally foals are weaned at 4 months old, but occasionally foals are weaned at 3 to 3.5 months to promote mare and foal health. The buyer will be kept well informed of the foal's progress toward weaning by the seller. The seller will make reasonable effort to provide photo and video progress throughout the foal's growth provided weather and environmental factors do not prohibit.

Foals are handled daily from birth and we may spend approximately 30 days continuing teaching the foal after weaning. We strive to prepare our foals to leave the farm with as little trauma as possible. Foal will be lead, loaded in a trailer, vaccinated, dewormed, and will practice work on hoof handling and rasping. A Coggins test and Health Certificate will be provided for out of state travel.

Pre-purchase exams are encouraged and are available from Abraham's Equine Clinic, Hudson Veterinary Clinic, or Winthrop Veterinary Clinic. Pre-purchase exam and applicable transportation fees to the clinic location are the responsibility of buyer. Loaded mileage rate for Rockin Spots Appaloosas is \$0.80 per mile.

Foal will be registered at the expense of the seller. The buyer will receive the Appaloosa Horse Club registration and transfer of ownership at the time of pick up unless the Appaloosa Horse Club is delayed. Should the buyer require a rush for paperwork, applicable fees shall be the buyer's responsibility.

Foal pick up dates as arranged by the buyer and seller must be firm. Foals must be picked up within 45 days of weaning. Should the foal need to remain at Rockin Spots Appaloosas longer because of a small problem like a cold or a hoof abscess the expense shall be the responsibility of the seller and no additional fees assessed to the buyer.

Occasional natural disasters have delayed delivery of the foals to new homes including but not limited to; flooding, construction of secure facilities such as fencing or stalling, or the buyers family emergency. In such cases, the foal must be paid for in full, ownership transferred to the buyer via the Appaloosa Horse Club, and the foal boards a maximum of one month at our farm, or another approved facility at the buyer's expense with no further liability to Rockin Spots Appaloosas.



Jordan Kelly and Jeremy Gardemann  
1396 240<sup>th</sup> Street  
Independence, IA 50644  
www.rockinspots.com  
319 404 1118 - 319 491 4068  
Info@rockinspots.com

Foals must be shipped in a safe box stall type trailer and all transport expenses are the responsibility of the buyer. Foals may not be shipped in a single slant load stall as they need room to move freely and lay down without being tied or restrained for transport. The seller reserves the right to cancel shipment should the shipping method be rendered unsafe at the sole discretion of Rockin Spots Appaloosas. The seller reserves this right and will only exercise it in extreme cases of unsafe transporter behavior or transport accommodations, only to protect the foal's welfare. Rockin Spots Appaloosas will assist in arranging transport as needed, but shall not be held liable for the transportation of the foal.

Conditions which shall render this agreement null and void include default of the purchase by the buyer including, failure to pay for the foal in full by the end of the seventh business day at 5pm central standard time, failure to arrange for shipping and have foal picked up by 45 days past weaning. Should the buyer default, the foal will be returned to "For Sale" status with no refund of reservation deposit.

Foal Purchase Price:	USD
- Reservation Deposit:	USD
<hr/>	
Balance Due Upon Weaning:	USD

Fees may be paid by cash, check, cashier's check, wire transfer, or Pay Pal. A \$20.00 shall be assessed to the buyer for all wire transfers. Pay Pal transactions are subject to a 3 percent processing fee

All expenses including pre-purchase exam, foal purchase, and any applicable boarding expenses incurred must be paid in full prior to foal pick up.

X \_\_\_\_\_

Printed Name: \_\_\_\_\_

Buyer

X \_\_\_\_\_

Jeremy Gardemann, Rockin Spots Appaloosas

X \_\_\_\_\_

Jordan Kelly, Rockin Spots Appaloosas