



## Woodloch Stable Inc. In-Utero Information

**Woodloch Stable** is proud to offer the option of an In-Utero Contract on its bred mares. This option offers the buyer an opportunity to secure the right of first refusal on a quality foal with a \$1,000 down payment. The best part is that the buyer cannot lose.

The buyer has the opportunity to review our broodmares and the stallions that they have been bred to, to determine which line, breed, and purpose would suit the individual best.

Woodloch Stable sets a fair market price on the foal. That is a set price with no negotiating. The signed price is final. The buyer's \$1,000 deposit goes into a secure bank account; this deposit will be applied toward the foal's full purchase price.

Woodloch gives periodic updates to the buyer on the mare's progress. Our mares are well-fed and receive regular vet, dental, and farrier care. The buyer is welcome to come visit the mare at any reasonable time. When the mare foals, we immediately contact the buyer. The buyer has 72 hours after the initial vet check to make their final decision on the foal. The buyer can either see the foal in person, or we will email photos and video to the buyer.

**\*WE CANNOT GUARANTEE THE FOAL'S SEX, COLOR, OR TEMPERAMENT.\*  
YOU DECIDE DURING THE 72-HOUR WINDOW IF THIS IS THE HORSE FOR YOU.**

If the buyer decides to purchase the foal, Woodloch offers three payment options:

1. **Payment in Full** - the balance of the purchase price will be paid by the 72-hour mark. The foal must remain at Woodloch until it is weaned.
2. **Payment Plan #1** – the balance of the purchase price will be paid off in 6 monthly payments. The foal must remain at Woodloch until it is weaned *and* paid in full. Woodloch will invoice the buyer monthly.
3. **Payment Plan #2** – the balance of the purchase price will be paid off in 12 monthly installments. After weaning, the foal must remain boarded at Woodloch at buyer's expense until it is paid in full. Woodloch will invoice the buyer monthly.

There is no penalty for early payoff and no interest charged on payments. Prior to weaning, the buyer pays for the foal's farrier, deworming, and vet care; we do not charge for board until the foal is weaned. All mare and foal veterinary care will be performed by Stillwater Equine Vet.

If the buyer decides to purchase the foal, they must purchase mortality and major medical insurance to protect that foal. Woodloch will do everything in its power to ensure the foal's health and safety before it is weaned, and if it remains at Woodloch post-weaning per Payment Plans #1 and #2. While the foal is in Woodloch's care, it will be imprinted, taught to lead, trailer, stand for vet and farrier, and learn basic groundwork. If the foal remains boarded at Woodloch post-weaning, it will receive regular vet, dental, and farrier care at the buyer's expense.

If the buyer does not want the foal within the 72-hour period, Woodloch refunds the full \$1,000 deposit. There is no penalty and no hard feelings; this allows Woodloch to freely market the foal. The buyer is welcome to purchase the foal outright if they change their mind, however Woodloch cannot guarantee the foal's availability or that the foal will remain at the in-utero price.

We strive very hard to work with the individual buyer. Woodloch will not breed, raise, or sell any horse that we would not want for ourselves. If this is something you would like to pursue, please sign the attached contract and return to Ingvill Ramberg with your \$1,000 down payment.

Woodloch accepts credit cards through PayPal, however cash, check, or bank transfer is preferred.

# Woodloch Stable Inc. In-Utero Contract

**BUYER:**

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

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

Phone: \_\_\_\_\_

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

**SELLER:**

Name: Woodloch Stable Inc.

Address: 5676 170<sup>th</sup> St N

Hugo, MN 55038

Phone: 651-429-1303

Email: info@woodlochstable.com

I, \_\_\_\_\_ (hereby referred to as "Buyer"), agree to purchase the in-utero foal from Woodloch Stable Inc. (hereby referred to as "Seller") described below:

**Name:** WL \_\_\_\_\_ [Name TBD by Seller After Birth]**Date Bred:** \_\_\_\_\_ **Expected DOB:** \_\_\_\_\_**Sire:** \_\_\_\_\_ **Sire's Breed:** \_\_\_\_\_**Dam:** \_\_\_\_\_ **Dam's Breed:** \_\_\_\_\_

I agree to the terms and conditions of sale as described below.

## Terms & Conditions of Sale

### 1) Purchase Price

The total purchase price for the above in-utero foal is \$\_\_\_\_\_.

A signed copy of this contract will be delivered to the Seller with a deposit of \$1,000.00 on \_\_\_\_\_, 20\_\_\_\_ (date). The deposit is fully refundable if the mare fails to conceive, if the mare fails to carry the foal to term, or if the Buyer decides against buying the foal within 72 hours of the foal's initial vet check.

The \$\_\_\_\_\_ balance of the foal's purchase price will be paid as follows (select option below):

\_\_\_\_\_ **Payment in Full** – Buyer will pay the balance of the purchase price in full by the 72-hour mark. The foal must remain at Seller's property until it is weaned.

\_\_\_\_\_ **Payment Plan #1** – Buyer will pay the balance in 6 monthly payments of \$\_\_\_\_\_ each, due on the 1<sup>st</sup> day of each month starting on \_\_\_\_\_, 20\_\_\_\_ (the first month following the foal's birth date), with the final payment on \_\_\_\_\_, 20\_\_\_\_. Seller will invoice Buyer monthly. If the foal is weaned before the final monthly payment, the foal must remain boarded at Seller's property at Buyer's expense until the balance is paid in full.

\_\_\_\_\_ **Payment Plan #2** – Buyer will pay the balance in 12 monthly payments of \$\_\_\_\_\_ each, due on the 1<sup>st</sup> day of each month starting on \_\_\_\_\_, 20\_\_\_\_ (the first month following the foal's birth date), with the final payment on \_\_\_\_\_, 20\_\_\_\_. Seller will invoice Buyer monthly. After weaning, the foal must remain boarded at Seller's property at Buyer's expense until the balance is paid in full.

## **2) Care & Nutrition of Dam**

The dam will receive all routine care and nutrition during the pregnancy, including veterinary and medical care, feed, dental, and farrier care, at the expense of Seller and at no cost to Buyer.

## **3) Acceptance and Rejection (Right of First Refusal)**

Seller will contact Buyer when the foal is born. Buyer may view the foal personally or receive photos and videos for review. The foal's initial veterinary check will take place within 24 hours of foaling and the results will be communicated to the Buyer. Buyer does not incur any expenses for the initial veterinary check.

Buyer shall have 72 hours after post-foaling veterinary check to make the final decision to purchase the foal. If Buyer does not decide to buy the foal, the \$1,000 deposit may be applied toward the purchase of another foal currently available through the Seller, or the deposit may be fully refunded from the Seller to the Buyer with no penalty.

If Buyer decides not to purchase the foal within the 72-hour period following the post-foaling veterinary exam, Buyer waives all rights to the foal. Buyer may still have the option to purchase the same horse outright in the future, provided however that the horse is still available for sale. Seller cannot guarantee the horse's availability and reserves the right to sell the horse at fair market value based on its age, level of training, etc.

## **4) Naming and Registration**

Seller reserves the right to choose the foal's registered name. The Buyer may not under any circumstances change the foal's registered name with any breed registry or association at any point in the horse's lifetime.

Seller will register the foal with its breed registry(s) and United States Equestrian Federation. Seller will be responsible for fees and paperwork related to the initial registration and inspection of the foal. After foal's purchase price has been paid in full, Buyer will be responsible for any fees and paperwork associated with transferring ownership within the registries and/or associations, as well as registering the foal with any additional associations (see #10)

## **5) Other Care and Expenses**

Buyer shall be responsible for the costs of routine farrier care, deworming, and veterinary care of foal after birth. Stillwater Equine Veterinary Clinic will provide all veterinary care for foal while it is on Seller's property and will invoice Buyer after services are performed. Buyer will not be charged for board before the foal is weaned. If Buyer wishes to have other procedures done on the foal pre-weaning (including but not limited to: vaccinations, surgery, X-rays, castration, etc.), Buyer will be responsible for any fees related to the specific procedures. If the veterinarian recommends a procedure, Seller will first contact Buyer for approval.

## **6) Weaning**

Weaning time shall be when the foal is not less than 4 months old and not more than 6 months old. The exact weaning time shall be within the sole discretion of the Seller. Seller shall notify Buyer of expected weaning date and when weaning commences.

If Buyer selects Payment In Full or Payment Plan #1, Buyer shall arrange to pick up the foal within 14 days of completion of foal's weaning or making the final payment on the foal (whichever comes later). Buyer will become responsible for paying monthly board plus any vet, farrier, or deworming expenses from completion of weaning, should the foal remain at Seller's property for more than 14 days post-weaning.

If Buyer selects Payment Plan #2, the foal shall remain boarded at Seller's property post-weaning until Buyer makes final payment on the foal. Buyer will become responsible for paying monthly board plus any vet, farrier, or deworming expenses from completion of weaning until the foal's purchase price is paid off in full. Buyer shall arrange to pick up the foal within 14 days of making the final payment on the foal.

Buyer may choose to continue boarding the foal at Seller's property after the balance is paid off and transfer of ownership is completed. Seller cannot guarantee availability of stalls, pastures, and/or paddocks and Buyer must first inquire about boarding availability and pricing directly with Seller.

#### **7) Insurance**

Buyer is required to obtain and maintain mortality and major medical insurance on the foal throughout the duration of the payment period, until the horse is paid in full and transfer of ownership has been completed. Buyer is responsible for initiating and following up on all insurance claims. Seller will do everything possible to ensure the foal's safety and wellbeing, however any risk of loss shall be the responsibility of the Buyer once the foal is accepted as provided above.

Ins. Co: \_\_\_\_\_ Policy #: \_\_\_\_\_ Claims Phone#: \_\_\_\_\_

#### **8) Default**

If Buyer is more than 30 days past due at any time without first notifying Seller, the Buyer will be considered in default and a Notice of Default will be sent to Buyer. If Seller does not receive the outstanding payment within 14 days (2 weeks) of sending the Notice of Default, the Buyer will forfeit any rights to said foal, the contract will be considered terminated, and any monies paid by Buyer to Seller shall be fully retained by Seller.

#### **9) Warranties & Risks**

Seller warrants that they are the breeder of the above foal and have the right to sell said foal. Seller makes no other warranties, including the horse's fitness, suitability, and soundness for a particular purpose. Seller shall not be responsible for loss, damage, injury, or expense connected with the actions of the foal, nor will Seller be responsible for any accident or injury to anyone who comes in contact with the foal while under the Seller's care and supervision. Seller cannot guarantee the foal's sex, color, or temperament. Buyer warrants that they have had the option to review the bloodlines, condition, and health of the foal before signing this contract.

#### **10) Transfer of Ownership**

Once Seller has received payment in full from Buyer, Seller shall sign over the foal's registry paperwork to the Buyer. All transfer of ownership paperwork and fees are the Buyer's responsibility.

#### **11) Termination**

If either party is unable or unwilling to fulfill the terms of this contract or if the foal should die during the payment period, the sale will be canceled and Buyer shall forfeit any monies paid to Seller prior to termination of this agreement.

#### **12) Agreement**

The terms of this contract shall be governed by the laws of the State of Minnesota. Any modifications or additions to this contract must be in writing and signed by all parties.

Signed on \_\_\_\_\_, 20\_\_\_\_ (date),

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BUYER'S SIGNATURE

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SELLER'S SIGNATURE