

HORSECLOSINGS.COM
UNIFORM TERMS AND CONDITIONS OF TRIAL PERIOD LEASE



Type of Potential Transaction <input type="checkbox"/> Sale <input type="checkbox"/> Lease Contract Price: \$ _____ Fair Market Value: \$ _____	TRIAL PERIOD Trial Start Date: _____ Trial End Date: _____	INSURANCE TO BE OBTAINED BY POTENTIAL BUYER/LESSEE Full Mortality? <input type="checkbox"/> Yes <input type="checkbox"/> No Major/Medical? <input type="checkbox"/> Yes <input type="checkbox"/> No Loss of Use? <input type="checkbox"/> Yes <input type="checkbox"/> No
Name & Address of Potential Buyer/Lessee: 	Name & Address of Owner: 	Security Deposit Paid? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Amount Paid: \$ _____ Paid to: <input type="checkbox"/> Owner <input type="checkbox"/> Owner's Agent Refundable? <input type="checkbox"/> Yes <input type="checkbox"/> No
Name & Address of Potential Buyer's/Owner's Agent: 	Name & Address of Owner's Agent: 	Name and Description of Horse:

All parties agree that care, custody and control of the Horse identified above is being transferred temporarily to the Potential Buyer/Lessee identified above for a trial period in accordance with the following Uniform Terms and Conditions:

1. **Trial Period.** The Start Date and End Date of the Trial Period are noted above. **On or before 3pm on the Trial End Date noted above, the Horse must be returned or paid for. Time is of the essence.**

- a. **Return of Horse.** In the event the Potential Buyer/Lessee does not exercise its option to buy or lease the Horse, then Potential Buyer/Lessee shall return the Horse to Owner in materially the same condition as it was in on the Trial Start Date. Potential Buyer/Lessee agrees to arrange and pay for all transportation and other costs associated with returning the Horse to Owner at a location deemed acceptable to Owner.
- b. **Paying for the Horse.** In the event the Potential Buyer/Lessee desires to exercise its option to buy or lease the Horse, then it shall deposit with HorseClosings.com, LLC, the Contract Sales or Lease Price, minus the amount of any Security Deposit already paid.

2. **Remedies for Default or Breach.** In the event Potential Buyer/Lessee does not timely exercise either option described above, Owner shall have the right to immediately reclaim possession of the Horse, in addition to all other remedies available in law or equity. The Security Deposit secures Potential Buyer/Lessee's performance hereunder and compliance with these Terms and Conditions. The Security Deposit, whether or not marked "Refundable", may be retained in whole or in part as liquidated damages in the event of default or other breach. Owner's failure to enforce any of the Terms and Conditions set forth herein shall not be construed as a waiver or limitation of its right to subsequently enforce and compel strict compliance with every provision of this agreement or exercise its rights hereunder.

3. **Care and Payment of Expenses.** For the entire Trial Period, Potential Buyer/Lessee agrees to the following: to feed and stable the Horse in accordance with accepted industry practices; to order and pay for any veterinary or other care that is rendered necessary by any emergency; to pay all charges incurred in connection with the boarding, maintenance, and health care of the Horse including, without limitation, all charges for farriers (specifically including replacement of shoes removed for purposes of veterinary examination), (non-emergency) veterinary care or evaluation, medication, and any rehabilitative care recommended by a veterinarian in the event the Horse suffers an injury or lameness during the Trial Period; to pay all transportation, training, showing, and other costs associated with the Horse during the Trial Period, or until the Horse is returned to the premises of Owner or any other location deemed acceptable or necessary by Owner, whichever is later. In the event that Potential Buyer/Lessee fails to perform any provision of this agreement including, but without limitation, routine veterinary or farrier care, as delineated above, Potential Buyer/Lessee agrees to pay all sums necessitated by that failure.

4. Risk of Loss. **Potential Buyer/Lessee hereby assumes all risk of loss or injury to the Horse** during the Trial Period. If indicated in the marked box on page 1, Potential Buyer/Lessee shall purchase, and maintain in effect during the Trial Period major medical, full horse mortality, and/or loss of use insurance on the Horse in the amount of the Contract Sales/Lease Price naming Owner as loss payee. Owner and Potential Buyer/Lessee hereby agree that the fair market value of the Horse is noted below the Contract Sales/Lease Price in the marked box on page 1. Potential Buyer/Lessee must return the Horse to Owner at the end of the Trial Period in substantially the same condition as at the start of the Trial Period.

5. Notice to Owner. Potential Buyer/Lessee agrees to notify Owner of any accident or illness affecting the horse.

6. Disclaimer of Owner's Warranties.

THIS HORSE IS BEING DELIVERED FOR THE TRIAL PERIOD "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

7. Agreement to Settle Transaction With HorseClosings.com, LLC. The parties agree that the final sales or lease transaction will be closed by HorseClosings.com, LLC, and conducted in accordance with its Uniform Terms and Conditions. The parties agree that each will cooperate with HorseClosings.com, LLC, in conducting settlement. Potential Buyer/Lessee agrees to contact HorseClosings.com, LLC to request payment delivery information and obtain closing instructions and copies of HorseClosings.com Uniform Terms and Conditions of Sale and Terms and Conditions of HorseClosings.com Services. The parties agree that settlement fees due to HorseClosings.com shall be shared equally between them.

8. Entire Agreement. This document contains the entire agreement ("Agreement") between the parties, and there are no other terms or agreements, whether oral or written, not herein stated. Any modification of this Agreement must be in writing and signed by both parties.

9. Non-Assignability; Severability; Choice of Law. This Agreement may not be assigned or delegated by either party. In the event that any portion of this Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of the Agreement, which shall survive intact. This Agreement shall be construed in accordance with, and shall be governed by, the substantive laws of the Commonwealth of Virginia, disregarding conflict of law principles.

10. Dispute Resolution Through Binding Arbitration. Any dispute or controversy between or among the Potential Buyer/Lessee and Owner (including authorized agents of the Potential Buyer/Lessee and Owner) arising out of any claim relating to this Agreement in any way shall be settled by arbitration among the parties in accordance with the rules of the American Arbitration Association. Arbitration shall take place in Charlottesville, Virginia, or such other location to which the parties unanimously agree. All parties consent and agree that any litigation for the purpose of enforcing this agreement to arbitrate, or for the purpose of enforcing any award or finding made by the arbitrator(s), shall be commenced in a state or federal court of competent subject matter jurisdiction in Albemarle County, Virginia. The parties consent and agree to personal jurisdiction in a court of competent subject matter jurisdiction in Albemarle County, Virginia, and waive any defense of inconvenient forum.

11. Limitation of Actions and Claims: Any cause of action or claim arising out of or relating to this transaction shall be commenced not more than 180 days after the Trial Period End Date.

12. Attorneys' Fees. In the event of a dispute between the parties, the prevailing party shall be entitled to recover all its costs of associated with resolving the dispute, including reasonable attorneys' fees. In the event of arbitration between the parties to this transaction, the arbitrator shall be authorized to make an award to attorneys' fees and costs to the substantially prevailing party.

Signature of Owner or Owner's Agent

Signature of Potential Buyer/Lessee or Agent