

# Copper Horse Crusade

## CONTRACT FOR THE SALE OF A HORSE WITH THE RIGHT OF FIRST REFUSAL

This is an Agreement entered into by and between Copper Horse Crusade (“CHC”) and \_\_\_\_\_ (“Buyer”) on \_\_\_\_\_. This Agreement provides for the legal transfer of ownership of the horse or pony known as \_\_\_\_\_ (“Horse”). Both parties agree that the Horse will be purchased from CHC for the total amount of \$\_\_\_\_\_ to be paid in full at the time ownership is assumed.

**TERMS:** By entering into this contract, the Buyer agrees to the following terms:

- **Proper Care:** The Buyer **AGREES** to provide the Horse with proper care including adequate feed / hay, shelter, farrier work, deworming, and proper veterinary care in the case of illness or injury.
- **Regular Updates:** The Buyer **AGREES** to provide CHC with regular updates on the Horse’s condition and progress. The Buyer **AGREES** to keep CHC updated on any change in contact information. If CHC considers the updates lacking, it will contact the Buyer and the Buyer **AGREES** that at that time it will provide updates as requested within one (1) week of the request.
- **No Breeding:** Mares from CHC are placed with the Buyer under a stringent, unalterable, policy that they shall **NOT** be used for breeding purposes. The Buyer **AGREES** not to breed the Horse or allow the Horse to be bred.
- **No Selling, Transferring, Giving, Loaning of the Horse:** In the event that the Buyer becomes unable or unwilling to keep the Horse, the Buyer **MUST NOTIFY** CHC, which will have the right to have the Horse **RETURNED**. This is a Right of First Refusal and it is the policy of CHC to exercise the right.

**REMEDIES:** If any one or more of these agreed upon contractual terms is or are violated the Buyer **FORFEITS OWNERSHIP** of the Horse and CHC will repossess the Horse with the total cost of the repossession paid by the Buyer. If the horse has been sold, transferred, given away, or in any way removed from the Buyer’s physical possession, the Buyer will pay to CHC the original purchase price of the Horse or the price at which the Horse was sold, whichever is higher. If the Buyer does not pay this amount to CHC within thirty (30) days of the date of the sale or transfer of the Horse or upon demand by CHC, a breach of contract action will be filed by CHC against the Buyer in Canton Municipal Court, to which both parties agree to jurisdiction.

**ADDITIONAL CONSIDERATIONS:** The Buyer acknowledges that a “settling in” period may be necessary for the Horse and that all horses respond to new riders and environments differently. By assuming ownership of a CHC Horse, the Buyer agrees to **commit** to that Horse’s long-term well-being. Because horses and ponies can live in excess of thirty (30) years, the Buyer has thoroughly examined his or her decision to assume responsibility for the Horse and all of associated care and cost throughout the duration of the Horse’s life.

The Buyer has had the option to have a veterinary examination conducted of the Horse should he or she have chosen to do so. The Buyer acknowledges that while a horse or pony may perform satisfactorily for one rider or owner, its level of performance may not be capable of being maintained by another rider or owner. Therefore, the Buyer has been given a full and adequate opportunity to ride, test and evaluate the Horse and thus rely totally and completely upon his or her own analysis and evaluation and not upon representations made by CHC.

CHC makes no guarantees about the Horse's temperament and is hereby absolved from any liability for future damages or injuries caused by said animal. CHC further gives no guarantees as to the suitability of the Horse to the new owner although every attempt to match the Horse to the specific needs of the new owner was made. This complete disclaimer of warranty is fully and completely understood by the Buyer.

If the Buyer wishes to return the Horse the repurchase amount will be determined by CHC assessing the current value and viability for placement of the Horse. If returned within one (1) year of purchase, the Buyer understands that he or she may be refunded "meat price" (25% of purchase price, not to exceed \$500 (five hundred dollars)) unless another mutually agreeable arrangement is made. If the Horse is returned after one (1) year of purchase, the Horse will be evaluated and any refund will be at the sole discretion of CHC.

By signing below, both parties state that they understand and agree to all terms, remedies, and additional consideration contained in this contract. CHC acknowledges that it holds lawful title to the Horse named above, is lawfully able to transfer title/ownership, and that the Horse is totally free from all debt or lien.

**Buyer Name:** \_\_\_\_\_  
(please print)

Address: \_\_\_\_\_ City \_\_\_\_\_  
County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-Mail: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Seller:** CHC, 13258 Barrs Road SW, Massillon, OH 44647. (740) 601-2752

Julie Copper on Behalf of CHC Signature: \_\_\_\_\_

Date: \_\_\_\_\_