Deposit Agreement

1. Witness this Deposit Agreement effective as of the _____ day of _____, 20 _____, hereinafter referred to as "Effective Date", by and between Samantha Keadle and/or Brian Keadle, in hers and/or his capacity as owner of the Subject Animal (defined below), hereinafter referred to as "Seller" and _____, hereinafter referred to as "Buyer".

2. This Deposit Agreement pertains to the purchase of _____, American Quarter Horse Association (AQHA) registration number _____, hereinafter referred to as "Subject Animal", pursuant to the terms and provisions contained herein.

3. For and in the consideration of the sum of _____, hereinafter referred to as "Deposit", is made to secure Subject Animal from other interested parties. The Deposit will be applied to the Purchase Price of _____.

4. The remaining balance, plus any applicable fees, will be due before or at the execution of a Bill of Sale for the Subject Animal.

5. Unless otherwise noted in 6D, this Deposit Agreement will only secure Subject Animal from other parties for 14 days after "Effective Date"

6. **Agreements and Deliveries**

   A. The deposit shall be returned in full if, and only if, the general health or purpose required by the Buyer of Subject Animal is determined to be deficient by a licensed veterinarian at Buyer's expense.

   B. Transportation of the subject Animal is the sole responsibility of the buyer. Seller will not provide transportation. Buyer is responsible for all transportation costs to include health paperwork, equipment, and feed. Buyer is encouraged to research shippers and costs to their area before signing this Deposit Agreement. Average industry shipping cost is approximately $2.00 per loaded mile and vary with fuel costs.

   C. Buyer is encouraged to execute a pre-purchase exam on the Subject Animal. Seller will make the Subject Animal available for a pre-purchse exam at the buyer's expense to a Veterinarian within 30 miles of Harris Ranch.

   D. If Subject Animal is not picked up as of the _____ day of _____, _____ this Deposit Agreement will be null and void, 100% of the deposit and any applicable costs will be retained by Seller, and the Subject Animal will be available for sale to another party.

   E. Subject Animal will be branded on the left shoulder with the "HK" brand.

7. This Deposit Agreement represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written agreement.

8. UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE OR PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

9. This agreement shall be construed under the laws of the State of Texas. Any litigation between the parties shall be brought in a court of law in Live Oak County, Texas and Buyer acknowledges and accepts the jurisdiction of any such court. This agreement binds the parties hereto their successors, heirs, personal representatives and assigns.

Seller/Agent Harris Ranch (Seller) Date

Buyer Date

Payment Record	

Address of Buyer

Telephone Numbers of Buyer

email Address of Buyer

Harris Ranch
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www.harrisranches.com * sk@harrisranches.com
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