



## Higgins Horse Ranch

HHR Performance Horses

14296 Rogers Rd.  
Willis, Tx 77378

832-622-1351 ☎

higginshorseranch@gmail.com ✉

[https://higginshorseranch.wix](https://higginshorseranch.wixsite.com/higgins-horse-ranch) ☎

site.com/higgins-horse-ranch

### Haley Higgins

Breeding Manager

14296 Rogers Rd. Willis, Tx 77378

[haleyhorse77@gmail.com](mailto:haleyhorse77@gmail.com)

832-622-1351

Date, \_\_\_\_/\_\_\_\_/202\_\_\_\_

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

Foal: \_\_\_\_\_

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

Apx. Due Date: \_\_\_\_\_

City/ State/Zip: \_\_\_\_\_

Possible Disease Panel: \_\_\_\_\_

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

Possible Colors: \_\_\_\_\_

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

\_\_\_\_\_

### FOAL PURCHASE & PAYMENTS AGREEMENT

This Foal Purchase Agreement ("Agreement") is entered into between HHR Performance Horses ("Seller") and Buyer on the date listed below.

#### 1. Purchase Terms

Buyer agrees to purchase the foal described above from HHR Performance Horses. The purchase agreement shall remain in effect for a period of \_\_\_\_\_ days beginning on the date of confirmed pregnancy or the date stated here: \_\_\_\_\_.

The total purchase price of the foal shall be \$\_\_\_\_\_, which Buyer agrees to pay in full.

Buyer agrees to make monthly payments of \$\_\_\_\_\_, due on the 1st day of each month, for \_\_\_\_\_ months, or until the foal is weaned, whichever occurs first.

#### 2. Ownership and Pickup

Ownership of the foal shall transfer to Buyer upon weaning, provided all payments have been made in full. Buyer agrees to pick up the foal on a mutually agreed-upon date following weaning.

If known, the pickup date shall be: \_\_\_\_\_.

#### 3. Registration and Transfer Documents

Upon full payment and completion of the sale, HHR Performance Horses agrees to provide the Buyer with a signed registration and/or any other documents reasonably necessary to transfer ownership of the foal.

#### 4. Care and Liability

HHR Performance Horses agrees to provide reasonable care for the foal until pickup. However, HHR Performance Horses shall not be held liable for any loss, illness, or injury to the foal. Continued on next page.

**Injury Affecting Quality of Life (Prior to Weaning):**

- Severe or non-correctable limb deformities
- Severe angular or flexural limb deformities that do not respond to treatment
- Fractures involving joints or growth plates with poor prognosis
- Chronic or debilitating lameness
- Neurological disorders (including, but not limited to, wobbler syndrome or severe ataxia)
- Severe congenital defects (including heart defects, cleft palate, or organ malformations)
- Permanent vision loss or severe eye abnormalities
- Chronic respiratory conditions that limit normal function
- Severe or non-correctable tendon or ligament damage
- Failure to thrive despite appropriate veterinary care
- Severe joint infections (septic arthritis) with lasting damage
- Any condition deemed by a licensed veterinarian to result in long-term pain, disability, or inability to live a normal, comfortable life
- If the foal sustains an accident or injury, either in utero or after birth, that significantly affects its quality of life prior to weaning, HHR Performance Horses agrees to refund 50% of all payments made to date.

**Injury Not Affecting Quality of Life:**

- Minor cuts, abrasions, or superficial wounds
- Temporary lameness or soft tissue strains that fully resolve
- Mild angular or flexural limb deviations correctable with trimming, shoeing, or minor medical treatment
- Illnesses responsive to routine veterinary treatment (such as mild pneumonia, diarrhea, or infections)
- Minor fractures with good prognosis and full recovery
- Umbilical infections that resolve with treatment
- Abscesses or minor joint infections that resolve without lasting impairment
- Temporary nutritional deficiencies or growth-related conditions that resolve with management
- Any condition deemed by a licensed veterinarian to be temporary and not expected to result in long-term impairment
- If the foal sustains an injury that does not affect its quality of life, HHR Performance Horses agrees to provide reasonable care for treatment and recovery until the foal is cleared by a veterinarian as sound in health and movement.

**Death of the Foal (Prior to Weaning):**

- In the event of death of the foal, either in utero or after birth and prior to weaning, HHR Performance Horses agrees to issue a full refund of all payments made within 90 days, unless otherwise agreed upon by both parties in writing.

**5. Buyer Cancellation**

If Buyer withdraws from this Agreement at any time, all payments made toward the foal shall be non-refundable.

HHR Performance Horses agrees that no additional payments will be required following Buyer's withdrawal unless Buyer cancels within 60 days of the foal's due date.

If Buyer withdraws within 60 days of the foal's due date, Buyer agrees to pay the full purchase price of the foal before terminating this Agreement.

**6. Seller's Right to Terminate**

HHR Performance Horses reserves the right to terminate this Agreement at any time after the date hereof by providing 10 days' written notice to the Buyer. Any refund issued shall exclude situations otherwise addressed within this Agreement.

## 7. Title and Indemnification

Buyer warrants that title to the foal shall be free of all claims upon transfer and agrees to defend said title against any adverse claims. Buyer further agrees to indemnify and hold harmless HHR Performance Horses from any and all claims, costs, or expenses, including attorney's fees, arising from Buyer's ownership of the foal after transfer.

## 8. The Foal

Buyer acknowledges and agrees that the foal may be of any sex, color, size, temperament, or markings. Buyer further agrees that the foal is purchased as-is and as born, with no guarantees beyond those expressly stated in this Agreement.

HHR Performance Horses agrees to provide reasonable care and handling of the foal prior to weaning. Weaning typically occurs between 4 and 5 months of age, depending on the individual needs and development of each foal.

HHR Performance Horses customarily halter breaks foals prior to weaning. If Buyer does not wish for the foal to be halter broken prior to weaning, Buyer must state this request in writing below:

## SIGNATURES

By signing below, both parties acknowledge that they have read, understand, and agree to the terms of this Foal Purchase Agreement.

Seller: HHR Performance Horses

### Buyer:

Signature:

Signature:

Printed Name:

Printed Name:

Date:

Date:

Below is the Foal's Pedigree: