

Saddle Purchase / Saddle Trial Agreement Example

This form is to be used as an example only.

This is not to be used as a legal form and was not written by a lawyer. If you are looking for a legal document you should always seek legal advice from a lawyer who specializes in the Equine Industry.

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By downloading and using these forms, you agree to the above terms.

This agreement is between Seller of Saddle: _____ and interested purchaser of saddle: _____.

Terms:

_____ (Seller) agrees to sell to _____ (Buyer) at the end of a trial period, of _____ days. The saddle described below

Make: _____

Model: _____

Colour: _____

Material: _____

Approximate age: _____

Blemishes present at time of trial: _____

Please note: As with all items loaned out for trials, it is best to take photographs of the item showing all areas and blemishes or lack of blemishes.

Any other items included in trial (stirrups, leathers etc.) and condition:

Value of Saddle and items loaned: \$ _____

Seller has delivered or Buyer has picked up the above saddle on _____, of _____, 20__ at _____ and the Seller is in receipt of the full sale price.

Buyer agrees to try the saddle, keep the saddle clean and in its current condition and to be responsible for the saddle and items at all time during the term of the trial, outlined in this agreement.

If Buyer wishes to keep and purchase the saddle prior to the end of the trial, Buyer will call the Seller at ___-___-_____ or email the Seller at _____@_____ with this notification. The sale will then be complete and final.

If Buyer wishes to return/not purchase the subject saddle, Buyer must return the saddle and all loaned items in the condition that they were in when loaned. If the saddle and all items are not returned by the date outlined in this agreement then the sale is to be considered complete and final and the Buyer accepts the saddle in all manners.

If the Buyer returns the saddle in the time outlined in this agreement, in the condition in which it was loaned out the Seller must return the full amount of money paid by the Purchaser and may not with hold any monies for the trial time.

If the buyer returns the saddle with damages or blemishes to the saddle which would lower the value of the saddle as agreed upon in this agreement, then the Buyer is entitled to

- A.) Refuse the refund of the purchase price
- B.) Deduct the difference of the value of the saddle at time of return, from the value of the saddle at the beginning date of trial outlined in this agreement.

It is agreed by both Buyer and Seller that Blemishes and damages to saddle which are in a visible area, in an area that is frequently seen, such as under the flaps, damage to the tree or flocking, Scuff marks that cannot be removed, damage made by the Buyer oiling or cleaning the saddle which affect its colour, leave a stain are considered to lower the value of the saddle.

Small marks underneath the saddle that has not punctured any material, that is not visible when on a horse, that will cause no discomfort for a rider or a horse, or items loaned out with the saddle that can be replaced individually, will not warrant the Seller with holding the funds paid for the saddle.

If an item needs to be replaced, the Seller may with hold the full amount paid until such time the item(s) are replaced and in her possession.

If the saddle is being sold to an individual located where the item must be shipped by mail.

To receive a refund, Buyer must (a) contact/notify the Seller, as in #4, above, in an allotted agreed upon time period, and (b) ship/mail the subject saddle back to the Seller, cleaned, fully insured, well packed and shipped all at the Buyer's expense no later than 5 Business Days after the Buyer has notified the Seller that the item will be returned.

Seller will send a refund to the Buyer in the full amount of the saddle purchase less any original shipping cost upon receipt of the saddle and finding it in the same condition as when the trial began.

Both the Seller and Buyer both agree in the terms outlined in this agreement and no other oral or electronic agreements shall be included in this agreement

Signed

SELLER BUYER

Address: _____