What can I do if I don’t get along with my new horse?

Double Creek Farm offers several options if your horse is not the right fit for you. We do our best to ascertain every detail of personality traits and training evaluations but sometimes it just is not a good fit, and it is not usually any fault of the buyer, or the seller. Many of the horses sold are sold on behalf of the farm, so once the vet exam period has passed the customers are paid, and we just get a little piece of the sale for marketing and conditioning, so we usually do not have the money on hand to just buy back your horse in most situations. This is an everyday running farm with expenses of 50 plus horses to maintain, so again, we will do our best to accommodate you, but we do not typically have the cash on hand for a traditional refund on suitability and do not offer that... Our vet guidelines are still strictly followed, and we do not pay a consignor until that period has passed, but if there is any other reason on why your horse is not working out, we do offer a few options:

* ***Trade*:** sometimes if we have another horse at the farm that is more suitable or desirable for what you need we can trade the horse you purchased for the horse you bought. There are variables, some horses do not belong to the farm, for example, but we can discuss what we can do if the situation arises.
* ***Consignment*:** if the horse you have just simply is not what you want and is not working, we can take them on consignment to resell on your behalf, where board would be discounted ($250 in barn, $150 in pasture) until sold, and no commission will be added to the sale, unless we have to work on any issues or training that the horse needs to be in a sellable condition – again, something we can discuss if this arises. In some situations we can add training or board onto the end at the sale of the horse, but varies from horse to horse.

Things to remember: Horses are not robots, they do have brains and thoughts and feelings much like people do. If they are “acting out” or “acting up” and it is something that was not happening here at the farm, contrary to popular belief, it is NOT that we misrepresent the horse, there is typically an underlying situation that is causing the horse to act or be a certain way. We want happy homes for our horses! I spend timeless hours on the phone and via email answering questions and trying to match the right horse with the right home. We do not usually have issues such as a horse not working out but we realize sometimes that is beyond our control. Lots of factors influence a horses’ behavior, including being in an new environment, a change of environment(pasture vs stall or vice versa) other horses behavior towards them, and – believe it or not – riders can sometimes cause a horse to be insecure or act out. Horses, no matter what level of training or age, always have an adjustment period. Especially horses that have not been moved around a lot, family horses, or horses that just came out of a training program. Some horses adjust in a couple of days, some it takes a few weeks, some can take a month or more. It depends on the comfort level and how safe the horse feels at their new home. We will certainly do our best to keep everyone happy and keep any costs at a minimum. We do not make our sustainment money on consignment horses, we raise horses, so consignment is usually just to help keep things going and help out other clients that cannot market their own horse(work, health, etc) so we try to keep everyone happy, and will do what we can to make sure the horse has the best fit – if its not with you, we will find the home it fits best in.

Please sign to acknowledge that you have read the above statement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A paypal deposit or payment also means you agree to the options mentioned above

***Double Creek Farm Sales Agreement***

*Purchases/Consignments/Trades*

***Seller******Buyer***

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_\_\_\_\_\_Color\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Sex** M S G **Breed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Registration #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Scars/Brands/Vices\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Notes\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The horse described above is owned by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ . Seller has clear title to the animal or is the authorized agent to sell the horse on the owners’ behalf (consignment). If consigned the Farm’s guarantees also apply.

The Buyer understands and agrees to the following terms: Sale Price or trade $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A down payment in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_has been received from the Buyer. Paypal deposits electronically confirm that you agree with this contract and these terms. The deposit will hold the horse without board for up to one week to allow time for a Vet exam to take place. The balance due is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the horse must be paid in full before leaving the property or vetted at another facility. With horses priced over $10,000 insurance may be placed on the horse with a deposit without paying the balance for vetting or trial purposes only. All monies will be returned including the deposit should the horse not have satisfactory results in the vet examination with a pre existing condition. If it is found that the horse has a condition that is able to be remedied, compensation or reduction of pricing may be discussed at that time if agreeable to both Buyer and Seller for suitability. If you choose not to purchase the horse or complete a vet exam within the week time frame after a deposit has been made the deposit will not be refunded as the horse has been off the market. If prior agreement is made the deposit would not be refunded but may, within a year, be placed towards the purchase of another horse if the Buyer decides not to pursue purchase for another reason. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Seller makes no other warranties, expressed or implied, including warranty for a particular purpose, and the Buyer purchases the horse “As Is” excluding what is noted in the scars, vices, or notes section as notification of any known issues. Without the initiation of a Pre Purchase exam the horse is sold As Is. With a desired Veterinary exam, our guarantees are outlined below:

1. **Pre Purchase Exam:** Any buyer is welcome and encouraged to conduct a Pre Purchase Exam on the prospective horse. This is the responsibility of the Buyer and will not be reimbursed if the sale of the horse is not completed. If you desire to have your current veterinarian perform the exam we will allow a 3 day timeframe after the purchase for the exam to take place. If the horse is being hauled outside of North Carolina it will need to be vetted in NC before it leaves the state. If a trial is initiated and agreed upon it will also need to be vetted at the beginning of the trial period.
2. **Exam Process:** We disclose any and all information soundness and otherwise that we are aware of while the horse is in our possession or when we obtain the horse on consignment. A vet exam tells you what the horse has going on for that day that the exam is conducted. This is why a pre existing condition is the reason for a refund and not a minor, easily remedied condition. This is also why we offer in some circumstances a partial refund or payment of maintenance if a minor issue is found that can be resolved and agreeable to the Buyer. We do also offer payment for diagnostic examinations if a horse is positive for a flexion test and x rays are desired that result in not purchasing the horse(as we need the x rays to help the horse) we will pay for x rays on an exam that is not already decisive on x rays(meaning a regular exam that finds an issue in a particular place and the vet decides a x ray will prove whether it is a minor or major issue – we don’t cover routine navicular xrays or hock/stifle x rays as part of the exam, only if its needed to determine a specific issue) It is not our desire to sell horses with issues to customers , but there are many things that go unknown or unseen that a Pre Purchase can prevent. Exams start for vets in the area at $75, with a $25 haul fee to Mt. Airy, and $150 with a $60 haul fee to Mocksville(Davie County Large Animal Hospital) they go up from the base price depending on if you desire X Rays, ultrasounds, or any other bloodwork. Blood is typically drawn and stored whether you choose to drug test or not and can be tested at a later date if you suspect anything after your purchase. We do not give any meds to our horses that we wouldn’t disclose to you for the horses well being and benefit. Some horses are on a particular maintenance program but will be discussed before purchase. We do have vets at the farm throughout the breeding season (February through July) that can also conduct exams with a farm call split fee instead of hauling in.
3. **Regarding Trial Periods** – we do offer in some circumstances a lease/trial at the farm for an agreed upon timeframe depending on the situation. In a lease/trial, the buyer puts a deposit down on the horse and can come and ride as many times as they would like for typically a 2 week window. During that time there will be no other fees charged and board will be paid by the Farm. If the buyer should decide not to purchase for suitability, the deposit will not be refunded but can be moved to another horse towards purchase. If the horse should fail to satisfactorily complete a vet exam, the monies will be refunded. Trials off the farm are rare and will be discussed on a per case basis. Another form will be needed for off site trials.
4. **Suit or Arbitration**: In the event that a suit or arbitration is brought under or in connection with this Agreement or to inforce the Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys fees, costs ad expense incidental to any such proceedings, including reasonable attorneys fees incurred in collecting any judgment awarded as a result of liability established pursuant to this Agreement.
5. **Legal**: This Agreement shall be governed by the Laws of the state of North Carolina Any legal action commenced to enforce or interpret this Agreement shall be brought in the state of federal courts with the appropriate jurisdiction, located in Surry County, North Carolina. The parties hereto consent to both venue and jurisdiction.

This agreement contains the entire agreement among the parties, Any modifications or additions must be made in writing and signed by all parties to the Agreement. Nor oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties

By signing below I have read and understood the terms of this contract and agree to complete the sale as outlined above, An online deposit through paypal verifies that you have read and understand the terms in this contract.

Executed this day, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_