



## 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 \$ \_\_\_\_\_, leaving a remaining balance 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. **Agreements and Deliveries**
  - A. If Buyer fails to complete the purchase of Subject Animal, 50% of the Deposit will be retained by Seller.
  - B. 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.
  - C. If Subject Animal is not picked up as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a boarding fee of \$4.00 per day will be incurred and added to the Purchase Price.
  - D. If Subject Animal is not picked up as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, this Deposit Agreement will be null and void, 100% of the Deposit will be retained by Seller, and the Subject Animal will be available for sale to another party.
6. 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.
7. 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.
8. 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.

\_\_\_\_\_  
Owner/Agent Harris Ranch (Seller)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address of Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Numbers of Buyer

\_\_\_\_\_  
Email address