

All of our horses are guarantee in writing, and this page shall constitute the guarantee, terms and conditions of the sale although they are not printed specifically on the Sale Contract you receive at the time of purchase.

Most commonly people want more time to try a horse, they want the right to a vet check, and/or they want the right to return the horse if it doesn't fit their home and family. We have no problem with that, we want our clients to be happy with their new horse and we will work very hard to see the match is good for both horse and rider.

To that end we offer what we believe to be the BEST PUBLIC GUARANTEE IN THE HORSE BUSINESS! We know some of these lines sound funny, but we have been doing this for years and we've come across some very unusual cases, so please bear with us, we are trying to offer you guarantees that are fair to everyone, and one that takes into consideration that these are living creatures who have minds of their own!!

1. Any horse may be purchases on a one month trial.
  - a. Horse shall remain at Hidden Creek
  - b. Prospective buyer may ride and use the horse as if it were their horse.
  - c. Prospective buyer shall NOT be responsible for health, vaccinations, worming, etc. during that time
  - d. Prospective buyer SHALL be responsible for any injury to the horse while said horse is in their care, control, or when it is being ridden.
  - e. There is an option of four (4) lessons shall be included in the lease price, no refund is given if the lessons aren't used.
  - f. Additional lessons may be scheduled at \$25 each, rather than the usual lesson price.
  - g. A \$500 fee shall lease and board the horse for the month, \$200 of which is applicable to the horse if a purchase is made at the end of the lease.
  - h. There is no obligation to purchase the horse.
  - i. This lease may be used to hold a horse off the sale market for any reason, including but not limited to giving a trainer time to come and look at the horse.
  - j. If the horse is not working out, the lease may be transferred to another horse during the course of the month at no additional charge, but the hold on the original horse shall be deemed terminated when the new horse replaces it.
  - k. This fee, or any part thereof is not refundable.
2. At our discretion, we offer to in-state buyers with references:
  - a. We offer a two-week trial at YOUR farm for a fee of \$1,000.
  - b. If the horse is returned within the two weeks, a \$500 refund shall be made, the other \$500 is payment for the lease.
  - c. If the horse is purchased within the two-week period, the entire \$1,000 shall apply to the price of the horse.
  - d. If the vet check is done at the END of the trial period, and the horse fails to pass for any reason, \$500 shall still be due. If you want to take advantage of the refund, the vet check must be done and Hidden Creek notified within 48 hours of the time the horse leaves the farm.
  - e. Responsibility for the health and safety of the horse shall fall to the trial buyer.
  - f. There shall be no reimbursement of any additional expense incurred on the horse including, but not limited to farrier service, vet work or training.
  - g. No part of the trial payment may be applied to another horse.
3. All horses are sold with a 30 day NO QUESTIONS ASKED EXCHANGE GUARANTEE FOR SUTIBALITY AND TEMPERAMENT. If you are not completely satisfied with your horse, if it isn't fitting into your home, if you don't like the color of it, we will gladly exchange the horse with no argument. You don't need to prepare a "case" for the return, but we may ask WHY the horse isn't working so we can find you one that will suit you better.
  - a. Horses must be returned within the 30 day period
  - b. Horse must be sound and in saleable condition
  - c. This guarantee is EXCLUSIVE of soundness guarantee as listed below.
  - d. If we don't have what you want, we will work to find something for you. We have horses coming and going all the time, and your credit is good until you use it.
  - e. Replacement horses are UP TO the price of the horse, but no refund is made if the replacement horse is less expensive. Horse pricing is somewhat fluid and often depends on the time of year and the horse market, so EXACT matching of horses and prices may not be possible. Our goal is to find you a horse that will work for you and to the end, we will continue to work until you are happy.
  - f. We will never try to FORCE you into any replacement horse you don't feel comfortable with. It is YOUR choice.
  - g. We do not give cash refunds, but we always have the same TYPE of horse, and we get new horses all the time, so we will have something that will work for you.
4. VET CHECKS

- a. You may, if you so choose, have the horse vetted by a vet of your choice, or you may decide not to have it vetted, it is not required.
- b. You may feel free to have any non-evasive procedure done to the horse at the time of the vet check. For example, a vet check could include X-rays, but would exclude spinal taps.
- c. At the time of the vet check, OR 48 hours after the horse leaves Hidden Creek Farm, whichever comes first, all responsibility for future soundness of the horse passes from Hidden Creek Farm to the new owner.
- d. A horse may be vetted any time, by any vet, while it is at the farm. We will be happy to attend the vet check, work with the vet, show the horse, ride it, whatever the vet requires. There is no charge for this service.
- e. Any vet check done AFTER the horse leaves the farm, must be done within 48 hours. 48 hours MEANS 48 hours. That is on the long side of industry standard. If you want your own vet to do the vet check, we advise you to make the vet appointment BEFORE you pick up the horse, then pick up the horse (Or have it delivered.) so the vet check falls within that period of time. We do not make exceptions to this rule, it is too easy for a horse to get hurt.
- f. Expect horses over 9 years old to have some arthritis and it may not pass a flexion test perfectly. Therefore we do not guarantee flexions tests on any horse over 9. If you want one 100% sound, be sure to purchase something that is 4-6 years old.
- g. We do cash refunds ONLY if the horse fails to pass the vet check, and ONLY UNDER THE FOLLOWING CIRCUMSTANCES:
  - i. The vet check is done either on the farm, or within 48 hours after the horse leaves.
  - ii. We receive a written report from the vet. We sell our horses sound and if they aren't, we want to know why.
  - iii. Hidden Creek must be informed that the horse failed to pass within the 48 hour time frame.
  - iv. Return transportation is at the expense of the buyer
  - v. The horse must be returned, along with all paperwork, by the weekend following the vet check.
  - vi. We do not guarantee horses for temporary conditions such as stone bruises, colds, minor thrush, etc. If the horse HAS NOT LEFT THE PROPERTY, we will be glad to keep the horse and treat it until such conditions have been cleared up and the horse can be re-vetted. This does not apply if the horse has left the property.
5. Horses may remain at Hidden Creek for two weeks, board free, after the time of purchase. Horses may remain after that time, but board will be charged, according to current board rates as published on the website. Horses boarded are NOT kept ridden, so if you want the horse ridden on a regular basis, an additional fee will be charged for riding.
6. Deposits represent an offer to purchase the horse. It means we no longer show the horse to other customers, and we take it off the website. Deposits are non-refundable except in the case where a horse fails a vet check. (See above.) and the vet findings have been returned with the horse. A \$500 deposit will hold a horse for two weeks without board, (The entire \$500 applies to the purchase of the horse.) OR if you are still considering the horse, under the LEASE plan mentioned in Section 1. (Only \$200 applies to the purchase of the horse.)
7. We do not enforce any contracts past the amount of the deposit.
8. **This guarantee does not apply to horses selling for \$2500 or less. These horses sell (AS IS)**
  - a. Guarantees cost money, vet checks take TIME from our schedules.
    - i. Customer Service takes time. We will sometimes entertain a lower price for a horse if you want to accept it without guarantees in an "AS IS." condition. This doesn't mean we think there is anything WRONG with the horse, but if you don't value the customer service and guarantees we offer, we will be glad to give you a reduced price on the horse.
    - ii. You can buy horses cheaper other places, but our prices include the guarantees and customer service we provide. If you make a lower price offer, those additional guarantees and services do not apply.
    - iii. If you make a lower price offer and it is accepted without guarantees, we will ask you to sign an "As Is" waver.
  - b. Low priced horses are designed to be fast, easy sales.
  - c. Horses selling for \$2500 or less must be picked up or delivered within one week.
  - d. If you want a vet check, you must be here for the vet and take care of it, and no cash refund will be given if you don't like the outcome. (We do believe all of our horses are serviceably sound or we wouldn't sell them.) However, we will not enforce any sale agreement for the balance of money past the deposit.
9. All horses must be paid for before they can be picked up from Hidden Creek Farm. This includes financed horses.
10. No other terms, except for those expressly set forth here, are implied.