

TERMS AND CONDITIONS

For good and valuable consideration, including the Purchase Price and the mutual covenants set forth herein, the Agreement entered into by and between Buyer and Jacobson's Saddlery, LLC (hereinafter "Seller"), for the purchase and sale of the Item described in the "Item Identification and Condition Report", is governed by the following terms and conditions:

1. Trial Period.
 - a. Purpose: Buyer is taking delivery of the Item for a trial period in order to conduct all inspections Buyer deems desirable or necessary including but not limited to verifying to Buyer's satisfaction that any information provided about the item is either accurate or immaterial.
 - b. Use and Care: During the trial period, Buyer shall use, clean and store the Item in optimal conditions.
 - c. Obligation to Buy or Return: In the event Buyer elects not to purchase the Item, then the Item shall be returned to Seller before 6pm on the seventh calendar day after the Trial Period Ending Date. In the event the Item is returned to Seller via commercial shipment (UPS, FedEx, etc), then Buyer shall furnish to Seller proof of shipment and tracking information establishing that the Item was timely deposited with the delivery carrier, and this will constitute timely return for purposes of complying with the Agreement. Upon timely return of the Item in substantially the same condition as when delivered at the beginning of the Trial Period, Seller shall refund to Buyer the Trial Period Deposit. In the event Buyer does not timely return the Item to Seller, then Buyer shall be obliged to purchase the Item for the agreed upon Purchase Price and authorizes Seller to use any payment method or credit information provided by Buyer to consummate the transaction. If Buyer chooses to buy the Item, then payment of the Balance Due shall be received by Seller not later than 6pm on the seventh calendar day after the Trial Period Ending Date. Failure to buy or return the Item shall be deemed a breach of the Agreement.
 - d. Extension of Trial Period: Buyer may request an extension of the Trial Period for extenuating or unforeseen circumstances, which extension shall not be unreasonably denied by Seller. Extensions of the Trial Period shall be memorialized by any written means, including e-mail or text message from the phone numbers or e-mails provided herein.
2. Purchase Price; Payment Terms. Buyer agrees to pay Seller in U.S. funds (plus applicable sales tax, if any) in consideration of the Item. Time is of the essence for payment of any sums due. The Purchase Price is **NON REFUNDABLE**. After purchase, Items are not subject to return or exchange.
3. Buyer's Representations and Warranties. Buyer agrees as follows:
 - a. Upon taking delivery, Buyer assumes all responsibility for the condition of the Item and shall bear all risk of loss or damage to the Item and agrees to indemnify, release and hold harmless Seller, its Members, Managers, employees, agents, representatives and assigns for any and all damages associated therewith.
 - b. Buyer understands and agrees that horses can change in their shape, behavior and muscling after an initial fitting. Buyer agrees to release and hold harmless Seller from any and all liability and/or responsibility for any condition or deficits of the Item that may be discovered or arise after Buyer takes delivery of the Item, subject to the Trial Period afforded herein.
 - c. **Buyer knowingly and expressly waives Buyer's rights to sue Seller, its Members, Managers, agents, successors, heirs and assigns, for any injury, death, loss, or damage incurred by Buyer or caused to Buyer's property by the Item (directly or indirectly), and Buyer agrees to assume all risks inherent in and dangers intrinsic to riding or otherwise coming in contact with horses, including, without limitation, the risks of injury, death, loss, or damage to Buyer or to Buyer's property. Buyer acknowledges that Buyer has been given NOTICE OF THE RISKS INHERENT IN EQUINE ACTIVITIES, INCLUDING (i) THE PROPENSITY OF AN EQUINE TO BEHAVE IN DANGEROUS WAYS WHICH MAY RESULT IN INJURY, HARM, OR DEATH TO PERSONS ON OR AROUND THEM; (ii) THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SUCH THINGS AS SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS; (iii) CERTAIN HAZARDS SUCH AS SURFACE AND SUBSURFACE CONDITIONS; (iv) COLLISIONS WITH OTHER ANIMALS OR OBJECTS; AND (v) THE POTENTIAL OF A PARTICIPANT ACTING IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR NOT ACTING WITHIN THE PARTICIPANT'S ABILITY, and Buyer expressly agrees to assume all such risks and waives all rights to sue for injuries caused by such risks. THIS WAIVER AND EXPRESS ASSUMPTION OF RISKS SHALL SPECIFICALLY APPLY TO BUYER AND TO ANY AND ALL MINOR CHILDREN AND/OR WARDS OF BUYER. The parties agree that the waiver and indemnity provisions of this Agreement shall apply to injury, death, loss or damage sustained by Buyer, regardless of where such injury, death, loss or damage might occur.**
 - d. Buyer agrees to indemnify and hold harmless Seller, its Managers, Members, agents, successors, heirs and assigns from any loss, claim, suit or judgment resulting from any injury, death, loss or damage sustained or claimed by Buyer or Buyer's personal representative(s), and from any other loss, claim, suit or judgment resulting from Buyer's acceptance of the Item, and further to indemnify Seller, its agents, successors, heirs and assigns from any and all costs of defending such claims, including attorneys' fees.
4. Seller's Warranties and Disclaimers. Seller makes the following warranties and disclaimers, and Buyer acknowledges and agrees to each one:
 - a. Seller has full authority and power to sell the Item and does so free from all liens and encumbrances.
 - b. Except for the warranty of title, Seller **MAKES NO WARRANTIES WITH RESPECT TO THE ITEM. THIS ITEM IS SOLD "AS IS," WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.**
5. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to its subject matter. All prior promises or understandings (either oral or written) between the parties shall be void unless contained in this document. Modifications to this Agreement will only be valid if in writing and signed by both parties.
6. Jurisdiction; Venue; Attorneys Fees. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns, and shall be construed and governed in accordance with the laws of the Commonwealth of Virginia. Jurisdiction and venue for any action between the parties hereto shall be in a state court of competent jurisdiction in Albemarle County, Virginia. In the event of any dispute between the parties to this Agreement, it is expressly agreed that the Buyer shall be liable to Seller for all expenses and related costs, including attorneys' fees, incurred by Seller in connection with responding to or resolving any dispute or litigation between the parties.
7. Severability and Headings. In the event that any portion of this Agreement shall be declared unenforceable, such declaration shall not affect the remaining terms of the Agreement, which shall survive intact. The headings used herein are for convenience only and are not intended to be substantive terms hereof.