

Täkt® Saddlery, Inc.
Loaner Saddle Program™ Agreement

This agreement, signed in triplicate, is a binding legal agreement.

Terms and Conditions:

- 1) **Täkt® Saddlery, Inc.** (Seller) loans for use to _____ (Buyer) the saddle ("Loaner Saddle") described in below.
- 2) Seller has delivered the Loaner Saddle to Buyer on _____ at _____.
- 3) Buyer agrees to clean and care for the Loaner Saddle and to be fully responsible for the Loaner Saddle and its condition during the term of use, which shall end upon the delivery of the Buyer's ordered saddle ("Bespoke Saddle").
- 4) The Täkt Loaner Saddle Program™ terms are as follows:
 - a. Seller may allow Buyer to use a Täkt Loaner Saddle while Buyer's Bespoke Saddle is on order;
 - b. Loaner Saddle shall be returned to the Seller in the same condition as when delivered, less normal wear and tear;
 - c. Buyer shall pay Seller for all damage to or loss of the Loaner Saddle;
 - d. Buyer is liable for the full retail value of the Loaner Saddle.
- 5) If Buyer fails to return the Loaner Saddle to Seller, fails to pay for all damage to or loss of the Loaner Saddle, or fails to take delivery of the Bespoke Saddle within 30 days after notice of order fulfillment, the Buyer will be deemed to have purchased the Loaner Saddle in lieu of the Bespoke Saddle and the Bespoke Saddle will remain the property of Täkt Saddlery, Incorporated. All of Buyer's funds used to pay for the Bespoke Saddle will be considered collateral for the Loaner Saddle.
- 6) The parties agree that the Loaner Saddle model, size, condition, and value at the time of this agreement are outlined here.

TRIAL/LOANER SADDLE DESCRIPTION

Model: _____

Value: _____

Serial Number: _____

Condition: _____

Order Number: _____

Payment: _____

Date Out: _____

Date In: _____

SELLER: Täkt® Saddlery, Inc.
24A Trolley Square, #1271, Wilmington, DE 19806-3334

 By (Printed Name), Title

 Signed Date

 Sales Representative Phone Number

 Sales Representative Email Address

Täkt® Saddlery, Inc.
Trial Saddle Agreement

This agreement, signed in triplicate, is a binding legal agreement.

Terms and Conditions:

- 1) **Täkt® Saddlery, Inc.**, and their Sales Representatives (Seller), offers Buyer a five-day trial period on saddles, which begins the day after Buyer receives saddle.
- 2) Only one (1) saddle at a time will be allowed out on trial to Buyer.
- 3) Seller has delivered the trial saddle to Buyer on _____ at _____.
- 4) **Full** payment of the saddle purchase price, and all applicable taxes, is **required** for all trials.
- 5) Buyer must notify Seller **within** the five-day trial period with one of the following four decisions:
 - a. Buyer is purchasing the Täkt trial saddle;
 - b. Buyer is purchasing a Bespoke Täkt saddle and converting trial saddle to Loaner Saddle (see Täkt's Loaner Saddle Program™);
 - c. Buyer is purchasing a Bespoke Täkt saddle and returning trial saddle to Seller (not keeping as Loaner);
 - d. Buyer is not purchasing a Täkt saddle and is returning trial saddle to Seller.
- 6) If Täkt Saddlery and/or their Sales Representatives are not notified of Buyer's decision and **within** the five-day trial, on the sixth day, the trial saddle will be considered purchased by Buyer. This sale will be deemed complete and final. No Exceptions.
- 7) All Buyer trial saddles not being purchased or converted to Loaner Saddles (see 5a., 5b., 5c. above) **MUST** be shipped back to Täkt Saddlery immediately following the five-day trial.
 - a. Return Shipping cost is \$75.00 and will be at the Buyer's expense. This will be deducted from any applicable refunds due Buyer.
 - b. Täkt Saddlery will provide Buyer with a return shipping label.
 - c. Additional items shipped with Buyer's saddle (covers, etc.), must be returned with the saddle or the full retail price of additional items will be deducted from any applicable refund owed Buyer.
 - d. It is the Buyer's responsibility to protect saddle with proper packaging to ensure shipping will not cause damage to saddle.
 - e. The saddle must be cleaned.
- 8) Refunds will be provided to the Buyer's credit card, less shipping expenses and required charge-backs for damaged or missing items. Please allow five (5) business days for the credit to be processed; the credit may take a few additional days to appear on Buyer's statement.
- 9) The Buyer is responsible for safe keeping of the saddle until it is returned to Täkt Saddlery, or to our Sales Representative.
 - a. If trial saddle is lost or stolen, the Buyer is responsible for the full purchase price.
 - b. If saddle is damaged or blemished, Buyer will be responsible for repair or depreciation costs, whichever is less. Examples of damage include but are not limited to: blemishes, scratches, stains, dings, dents, excessive wear on any part of the saddle, torn leather or a broken tree.
 - c. Any saddle returned with damage so extreme as to make it unsaleable, will become the property of the Buyer at the full purchase price.
 - d. The trial saddle should be stored safely in a climate controlled environment, free from animals that may create gnawing or clawing damage.
 - e. Please ride only in breeches.
 - f. Use only clean saddle pads to keep saddle free of sweat marks.
 - g. Do not apply cleaning products of any kind, just warm water with a non-abrasive cloth.
 - h. Keep saddle out of inclement weather.
 - i. Only store on padded saddle racks.
- 10) The parties agree that the Trial Saddle model, size, condition, and value, at the time of this agreement, are outlined here.

BUYER:

 By (Printed Name)

 Signed Date

 Buyer Phone Number

 Buyer Email Address