

# MR Anderson Horsemanship

## Horse Consignment Contract

This Consignment Agreement (this "Agreement") is made effective as of \_\_\_\_\_, between (these "Parties"):

"Owner": \_\_\_\_\_ Phone: \_\_\_\_\_.

Address: \_\_\_\_\_.

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_.

"Agent": \_\_\_\_\_ Phone \_\_\_\_\_.

Address: \_\_\_\_\_.

Location: \_\_\_\_\_.

"Horse": \_\_\_\_\_ DOB: \_\_\_\_\_.

Registration: \_\_\_\_\_ Markings: \_\_\_\_\_.

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Job Descriptions: \_\_\_\_\_.

These "Parties" agree to the following:

- I. **Right to Sell.** "Owner" in accordance with this "Agreement" grants "Agent" an exclusive right to sell "Horse" under the terms of this Agreement. This exclusive right to sell only applies to the following described territory: "Owner" agrees to deliver to "Agent", on consignment, the "Horse" with all up to date health records. "Agent" agrees to devote his or her best efforts to the sale of "Horse". All sale prices and terms of sale shall be determined by mutual consent of both "Parties". "Horse" will be listed at: \_\_\_\_\_.
- II. **Proceeds of Sale.** "Owner" will pay to "Agent" a portion of the sales proceeds which shall be calculated as follows: 10%-20% of the proceeds from the sale of "Horse". The amount to be determined in the previous sentence and shall be paid to "Agent" in accordance with the compete sale of "Horse".
- III. **Loss and Insurance.** "Owner" shall be responsible for all shortages, loss, or damage, while "Horse" is under the control of "Agent". "Agent" shall remain insured in adequate amount to pay for replacement of the "Horse" in the event of such shortages, loss, or damages.
- IV. **Defaults.** If "Agent" fails to abide by the obligations of this "Agreement", including the obligation to remit the payment to "Owner" when due, "Owner" shall have the option to cancel this agreement by providing 24 hour written notice to "Agent". "Agent" shall have the option of preventing the termination of the "Agreement" by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are any defaults during such time period.
- V. **Dispute Resolution.** "Parties" will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiation amongst the "Parties". If the matter is not resolved by negotiation, the "Parties" will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted, binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

- VI. **Warranties.** Neither party makes any warranties with respect to the use, sale, or other transfer of the "Horse" by the other party or by any third party. In no event will "Agent" be liable for direct, indirect, special, incidental, or consequence damages, that are in any way related to the "Horse".
- VII. **Transfer of Rights.** This "Agreement" shall be binding on any successors of the "Parties". Neither "Parties" shall have the right to assign its interests in this agreement unless the prior written consent of the other party is obtained.
- VIII. **Termination.** This "Agreement" may be terminated by either party by giving 24 hour written notice by the other party.
- IX. **Entire Agreement.** This "Agreement" contains the entire agreement of the parties with respect to the subject matter of this agreement and there are no other promises or conditions in any other agreement, whether oral or written. This "Agreement" supersedes any prior written or oral agreements between the "Parties" with respect to the subject matter in this "Agreement".
- X. **Amendment.** This "Agreement" may be modified or amended, if the amendment is made in writing and is signed by both "Parties".
- XI. **Severability.** If any provision of this "Agreement" shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this "Agreement" is invalid or unenforceable, by that by limiting such provisions it would become valid or enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.
- XII. **Waiver of Contractual Right.** The failure of either party to enforce any provisions of this "Agreement" shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this "Agreement".
- XIII. **Applicable Law.** This "Agreement" shall be governed by the laws of the State of California.
- XIV. **Signatories.** This "Agreement" shall be signed by "Owner" and by "Agent". This Agreement is effective as of \_\_\_\_\_ and will end as of \_\_\_\_\_.
- XV. **"Owner" will cover all expenses of "Horse"** located in stall # \_\_\_\_\_, at \_\_\_\_\_ located at \_\_\_\_\_.

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

"Owner": \_\_\_\_\_ Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

"Agent": \_\_\_\_\_ Dated: \_\_\_\_\_

Signed: \_\_\_\_\_