

**RAFTER K5 RANCH: OFF-SITE HORSE CONSIGNMENT AGREEMENT AND
LIABILITY RELEASE FORM**

PLEASE READ CAREFULLY BEFORE SIGNING

THIS AGREEMENT is made this day _____ of _____, _____ by and between Lysie Kavanaugh or Mike Kavanaugh herein referred to as "Rafter K5 Ranch" and _____, herein referred to as "Client".

RECITALS

A. Rafter K5 Ranch operates a business property located at *11584W State Highway 70 Radisson, WI 54867*

B. Client is the owner of the following described horse:

- Registered Name of Horse _____
- Registration Number _____
- Barn Name _____
- Age _____
- Sex _____
- Breed _____
- Color _____
- Markings _____
- Value \$ _____

C. Client desires to off-site consign horse to Rafter K5 Ranch.

FEES AND EXPENSES

Client shall pay to Rafter K5 Ranch a one-time listing marketing fee of **\$40.00** via PayPal (rafterk5ranch@gmail.com) or Venmo ([@Lysie-Kavanaugh](#)) for the horse to be listed. Payment is due at the date of signing.

Upon sale of horse, Client agrees to pay Rafter K5 Ranch a **7%** commission based on the sale price of the horse. If Client does not pay the commission fee in full by the 1st of the following month, Rafter K5 Ranch will charge a late fee of \$5 per day until the balance is paid in full.

If Client does not render the commission payment. Rafter K5 Ranch is allowed to pursue legal action for its services.

RAFTER K5 RANCH'S RIGHTS AND OBLIGATIONS

A. Rafter K5 Ranch shall actively advertise Client's horse on all social media platforms that they feel necessary in order to assist in the sale of the consigned horse. Rafter K5 Ranch will advertise and respond to all interested parties to the best of their ability and shall perform all services consistent with generally accepted professional consignment standards.

B. Rafter K5 Ranch agrees to communicate with Client on a regular basis.

C. Rafter K5 Ranch agrees to help determine and locate the best home possible for the horse based on its needs, discipline, age, etc.

CLIENT'S RIGHTS AND OBLIGATIONS

D. Client represents and warrants to Rafter K5 Ranch that their horse is healthy and in sound condition, free from physical or mental handicap, and free from infectious, contagious, transmissible diseases or any other illness.

E. Client agrees to provide Rafter K5 Ranch with their horse's conformation pictures, negative Coggins test, picture of registration papers, veterinary paperwork, and whatever else may be requested by prospective buyers.

F. Client agrees to be upfront and honest about the health and history of the consigned horse.

G. Client understands that this is an off-site consignment agreement, which means the horse is not evaluated in-person by Rafter K5 Ranch and that they are an advertising service only.

IDEMNIFICATION

Client agrees to indemnify and hold Rafter K5 Ranch harmless from any and all claims or liabilities for injuries, losses or property damage arising out of consignment activities of the said horse by Client.

Client also agrees not to hold Rafter K5 Ranch or its insurance company liable for any personal injury or any injury to their horse that happens after the horse is consigned to Rafter K5 Ranch.

TERMINATION

Either party may terminate this Agreement Upon thirty (30) days' written notice. Upon termination by either party, Client shall pay in full all fees and expenses due to oweing under this Agreement. In this connection, Client acknowledges Rafter K5 Ranch lien for any and all unpaid charges, as provided in Wisconsin Statue 779.43 (3).

ASSIGNMENT

Client may not assign this Agreement without the prior written consent of Rafter K5 Ranch.

ENTIRE AGREEMENT

This Agreement represents the entire agreement of the parties, and either party to the other has given no other promises or agreements of any kind.

EFFECTIVE DATE

This Agreement shall take effect on this _____ day of _____, _____.

Rafter K5 Ranch:

Lynsie and/or Mike Kavanaugh

rafterk5ranch@gmail.com

PO Box 83

Radisson, WI 54867

715-415-3986 (Lynsie) or 715-661-3585 (Mike)

Client:

THIS CLIENT HAS AGREED TO ALL THIS AGREEMENT AND UNDERSTANDS THAT THEY MUST CARRY THEIR OWN INSURANCE FOR THEIR HORSE AS RAFTER K5 RANCH IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE TO HORSE AND IS NOT RESPONSIBLE FOR ANY PERSONAL INJURY OF ANY KIND THAT MAY INCUR WHILE HORSE IS CONSIGNED WITH RAFTER K5 RANCH.

By _____ (Printed name of Client)

Address _____

Phone _____

****I have read and agreed to all pages of this Agreement. Copy of Rules and Regulations received and acknowledged the day and year first above written. I have received a copy of Rafter K5 Ranch telephone numbers.

By _____ (Signed)