

SM Performance Horses
c/o Sunnie Reese
441022 Range Road 43, Rimbey AB \ Hempstead, TX
587-777-7168
sunmeiers@hotmail.com

Equine Consignment Agreement

This agreement is made _____ (date)
by and between _____ (hereinafter "Owner")

AND

SM Performance Horses, c/o Sunnie Reese (hereinafter "Trainer")

Whereas, Owner is the legal owner of certain horse(s) described in paragraph for on property and or off property consignment services with SM Performance Horses. Trainer is a performance horse trainer and agrees to train and or consign said horse(s) and or exhibition/showcase said horses with help of staff as required.

In consideration of the agreements herein set forth, the parties agree to the following terms, fees and conditions:

Description of horse(s):

Name _____

Age _____

Gender _____

Colour _____

Registration _____

Breed _____

CONSIGNMENT COMMISSION & TERMS

All consignment horses are subject to \$50.00 administration fee upon listing – this is a one time fee which is non refundable – for the advertisement of the horse for sale.

1. Horse(s) under the consignment program whom are ON PROPERTY follow all of the below charges and adhere to a commission charge of 12% of the agreed upon sale price. Commission is payable upon the sale of the horse and is included in final invoicing to the owner. In signing this agreement, the Owner understands all costs of keeping the animal in the program as well as the commission owed upon sale.
 - a) In the case the consignment horse is OFF PROPERTY and is sold through advertisement and handling media/document/questions & transaction, they are to adhere to 7% commission.

2. Owner agrees to the living conditions and current feed program of the horses to the Trainer.

ON PROPERTY FEES

1. Owner agrees to pay Trainer (\$12.00) per day feed charge in addition to (\$25.00) per ride while the horse is in possession of Trainer. Owner is expected to pay in full within 30 days of invoicing – after 30 days the Owner will be charged interest and issued an updated invoice.
 - a. If monthly rate is to change at any point in time, a new contract will be issued for the Owner with updated pricing. Trainer agrees to give Owner 30 days notice to any change in monthly rate.
2. If the horse is not sold within 30 days of the consignment program, Owner agrees to pay the monthly charges above to have the horse further continue in the program.
3. If horse is removed from care prior to affirmed 30 days (due to health or injury to Trainer and or staff or whereas the horse is unable to continue the program) the monthly due will be prorated for days the horse was in care.

PAYMENT

1. Fees are accepted through personal cheque, cash and e-transfer. Horse(s) arrival date, departure date & daily/monthly fee as stated in agreement.
2. Owner shall bear the cost of initial transport of the horse(s) from their care or facility to Trainer as well as departure of horse from the program – otherwise; veterinary, farrier services and additional feed outside already implemented feed program are owner responsibility to provide. These costs will be shown and added on client invoice.

TRAINER DUTIES

1. Trainer shall train horses, feed, and care for them, in a manner with consistent and accepted horse training practices in the province of Alberta and the state of Texas (winter residency till May 2023)

EXHIBITION & EVENTS

1. In the event the horse is being exhibited at rodeo/jackpot events:
 - a. In the case where the Owner wishes to have the horse showcased at rodeos, jackpots and or other events – the Trainer agrees to pay entries unless otherwise stated by Owner.
 - b. Owner agrees to pay flat rate of \$25.00 per jackpot/event the horse is hauled to. The fees will be made aware to the Owner and discussed prior to the horse(s) being entered.
 - c. Monetary earnings of the horse(s) while at events under the jockeying of Trainer;
 - i. If Trainer has paid entries; 100% earnings are property of the Trainer (SM Performance Horses)
 - ii. If Owner has paid entries; earning are split 30% to Owner 70% to Trainer (SM Performance Horses)
 - d. In regards to prizes won by horse(s); Tack & Accessories (blankets, pads, boots, supplements etc) is to be considered the Owners property, wearable and usable by the horse in which won the item(s). For prizes and items won that pertain to human wear or use, they are to be considered as property of the Trainer.

INSURANCE & LIABILITY

1. Owner is responsible for procuring any and all insurance to protect owner from losses of any type of Owner's horse(s).

2. Trainer shall not be liable for accident, injury, disease, theft, or death of any horse while in Trainer's custody. Owner agrees to defend, indemnify and hold harmless trainer to the fullest extent permitted Alberta law from all liability claims, demands actions, costs, and/or damages, for or arising out of training Owners horse(s), unless caused solely by negligence of trainer, agents or employees.

3. Trainer shall have a lien on the horse(s) pursuant hereto. Owner agrees that in the event the specified boarding/training charges are not paid within thirty (30) days after they become due and payable, in accordance with the terms hereof, trainer may exercise it's lien rights, and in the connection therewith, may dispose of the horse for any and all unpaid charges, at public or private auction. Trainer shall be entitled to notify any organization engaged in selling horses at public auction of the amount of unpaid boarding and other charges resulting from the training of the horse(s) pursuant to this agreement and trainer shall be entitled to receive the proceeds on the sale of the horse(s) all amounts due hereunder.

EMERGENCIES

1. In the event the Trainer is unable to contact Owner in an EMERGENCY SITUATION within a reasonable time, which time shall be judged and determined solely by Trainer, Trainer is then hereby authorized to secure emergency veterinary care and or farrier care, and by any licensed providers of such care who are selected by Trainer, as they determine is required for the health and well being of said horse(s). The cost of such care secured shall be due and payable by Owner within 30 days from the date Owner receives notice.

PRIMARY VETERINARY SERVICE: (Owner's preferred Veterinary Hospital for Horse(s))

Name: _____

Address: _____

TERMINATION OF AGREEMENT

1. In the case that this agreement is terminated, Owner must pay prorated dues for days horse(s) were in the care of Trainer regardless of circumstance or reason. Immediate termination by Owner or Trainer: In the case of immediate termination, initiated by either Owner or Trainer; horse(s) have 7 days to be removed from property upon full payment of dues owed for days that horse(s) were in the care of Trainer. If payment is refused, Trainer has rights to legal action. Generalized termination by Owner or Trainer: In the case where termination is planned for unknown or known reasons, 14 days notice to Trainer is customarily respectful but not necessary. Horse(s) may be removed from the property upon full payment of dues owed for days that horse(s) were in the care of Trainer. If payment is refused, Trainer has rights to legal action.

This agreement may be amended at any time by writing into the provisions herein set forth, the amendment must be initialed by both parties.

OWNER:

Name Printed & Signature

Address

Telephone _____

Date _____

TRAINER:

SM PERFORMANCE HORSES c/o Sunnie Reese
Signature

Date