



Horse Consignment Agreement:



Owner information:

Owner: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone#: _____

Email: _____

Horse Information:

Registered Name: _____

Association: _____ Reg. number: _____

Breed: _____ DOB: _____ Gender: _____

Consignment Price: \$ _____ Bottom Dollar: \$ _____

Seller gives exclusive sales rights to Broker for a period of: _____

Terms:

- 1) This Contract entered on the _____ day of _____, 20____, by and between the listed horse's owner or lessee of record, hereinafter referred to as the "Seller" and Shaunte' Robert, hereinafter referred to as the "Broker" who mutually agree to abide by the following terms and conditions:
- 2) This agreement constitutes the entire agreement between the parties. No other agreement, promises, terms or conditions, whether verbal or implied, are included. The Seller agrees to consign and sell the listed horse for the designated consignment price, as specified herein.
- 3) The Seller agrees to consign and sell the listed horse for the designated consignment price, as specific herein. The listed consignment price shall be the amount that the seller has agreed to accept as payment in full for the sale of the listed horse. The Seller agrees that the broker shall have the exclusive right to sell the listed horse during the designated term of this contract as outlined herein.
- 4) The Seller agrees to pay broker a 5% commission (unless discussed) on sales price **within 30 days of sale.**
- 5) The Seller warrants a title to the listed horse that is free of any liens or encumbrances. The seller further agrees to indemnify and hold the broker



Horse Consignment Agreement:



harmless against all suits, actions, costs or charges, whatsoever, in respect to any charges, encumbrances or defects in title on the listed horse. All perils are at risk of the seller and prospective purchaser. **The Broker acts as an agent only.**

- 6) Seller is liable to prospective purchasers for guarantees listed herein. Broker is not liable for guarantees made by seller, as to soundness, quality or conditions of listed horse. Seller agrees to defend and hold Broker harmless from any such claims brought against seller and/or broker. Seller warrants the listed horse is sound of wind, limb and eyes, free from prohibited substances, does not have EPM, or any other physical or emotional defect that might result in injury or damage to the purchaser.
- 7) During the time the horse is boarded at Brokers, Broker shall not be liable for **ANY** injury, sickness, death, theft which may be suffered by the horse or any other cause of action whatsoever, arising out of or being connected in any way with the boarding of said horse. Except in the event of negligence on the part of the broker.
- 8) The seller agrees to forward original registration certificate and a signed transfer to the Broker, along with any other paperwork for said horse upon receipt of a signed contract of sale from the broker, on behalf of the prospective purchaser. The Broker agrees to return items listed above within five workdays, after the completion of this contract, if the listed horse has not been sold.
- 9) The seller will forward, to the Broker, upon signing this contract, the following:
 - a. A Copy of original registration certificate, Signed Transfer.
 - b. A check for \$50 for web page advertising fees. (Consignment fee).
 - c. Information on horse what has been done and any earnings, pictures of horse doing events and or riding. Vet records, Videos of horse. (If available)
 - d. Horse will need to have Coggins done prior to Broker taking horse.
- 10) The broker agrees to hold said registration certificate and signed transfer, until such time as payment for the listed horse has cleared, and the consignment price has been forwarded and received by the seller. Said payment to be made with U.S Funds as soon as the prospective purchaser's funds are received and cleared, by bank-to-bank wire transfer, or registered and insured mail, at the brokers expense. The Broker further agrees to forward the completed transfer of ownership and the original registration certificate to the proper association within 5 workdays from the date of the sale transaction.



Horse Consignment Agreement:



- 11) The seller agrees to immediately release said horse to the purchaser designed by the Broker, upon receiving the consignment price listed herein. The seller signature on this contract attests to the fact the Seller has read and understood all of the terms outlining herein and accepts the contract as a legal and binding instrument on behalf of the Seller, the Seller's heirs, successors and assigns. This contract is made and entered into, in the County of Umatilla, and shall be interpreted, enforced and transacted under the laws of the State of Oregon.
- 12) If the horse comes to facility, seller will be charged for feed and board per month until horse is sold. For a full month board is \$500.00 or \$25.00 a day.
- 13) If horse stays with seller, they will need to be available for showings, scheduled times of riding to prepare to be sold. The Broker will do their best to give seller 12-hour notice of when the horse is needed.

☐ **Staying with Broker**

☐ **Staying with Seller**

This Contract entered on the Date of Acceptance: _____

Horse Owner's Signature: _____

Horse Owner Printed Name: _____

Diamond SR Performance Horses
Shaunte' R.
Milton-Freewater, OR 97862
509-386-8507
diamondsrperformancehorses@gmail.com