RKC Dressage Consignment Contract

RKC Dressage ensures we train and promote your horse to the best of our ability. We promise to take exceptional care of your horse while it is with us. With many years of experience and happy clients we know the in’s and out to help sell your horse to a great home!

***Consignment packages:***

**Package 1**:

Client pays full board and training and care of horse $1800 per month

RKC Dressage markets, video, promotes and shows horse to potential buyers

RKC Dressage receives 15% of sale (but no less than $500 for marketing and showing)

Initial which package you chose:

**Package 2**: Initials\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client pays full board $800 per month and covers all vet, farrier, and maintenance.

RKC Dressage covers full training (Value $1000 per month) and Marketing, showing, contracts and dealings with potential buyers.

RKC is guaranteed 40% of the sale (but no less than what monthly training accrues, plus $500 for marketing and showing)

**Package 3**: Initials:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner pays for all vet, farrier, and maintenance on horse.

RKC Dressage cover full board, care, training and showing of horse.

RKC Dressage receives anything above agreed upon price owner receives. (but no less than what monthly training accrues and board plus - $500 for marketing and showing).

**Package 4:** Initials:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Taking over ownership:

Owner sells horse to RKC Dressage on a loan basis. When horse sells Prior owner is guaranteed a fixed amount for said horse. (There is no time constraint on selling horse). RKC Dressage takes on all cost, training care, and liability on horse. Horse is also insured by RKC Dressage.

Warranties:

If owner of said horse decides to pull horse out of training and sales for ANY reason (decides not sell, injury, ect). RKC Dressage is guaranteed its monthly training for as long as that horse has been in training and board and the $500 marketing fee for videos, showing and perspective buyer dealings. Horse is not to be moved off property until training and board has been paid in full.

If RKC Dressage decides the horse has a medical condition and cannot continue to be trained or sold in its current state and needs to be sent back to owners. Owners must pay horses training and board to current date.

When horse sells RKC Dressage receives payment and writes sales contract, owner must sign contract to release said horse to new owners. RKC Dressage ensures horse does not leave property until payment is received and cleared by new owners. RKC Dressage will make a cashier’s check or wire transfer or other agreed form of payment to precious owner for amount owed immediately.

Description of Horse:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age:\_\_\_\_\_\_\_\_\_\_\_\_ sex:\_\_\_\_\_\_\_\_\_\_\_\_

Breed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Height:\_\_\_\_\_\_\_\_\_\_ Color:\_\_\_\_\_\_\_\_\_\_

Registry:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Registered number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Any known medical conditions, allergies, vices, behavioral problems or training issues:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owners name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Phone number and email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please state which package you are agreeing to. Package \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please understand all boarding and training is due on the first of each month. Please mail or drop farrier checks off the first of each month as well. Farrier comes every 4-5 weeks depending on horse.

HERE IS WHAT YOU AGREE TO DO:

1. PRIOR TO HORSES ARRIVAL:

We will NOT receive your horse unless we receive the following in advance of the horse's arrival: a. Negative Coggins report dated less than one year ago

1. Vaccination report from a veterinarian
2. Health Certificate in 30 days or less before transport if out of state.
3. Dentistry- must be current in floats and extractions are done.
4. Horse must have a recent PPE (Less than 30 days) and basic x-rays to be accepted on consignment.
5. VACCINATION AND COGGINS: While Horse remains at Stable, you agree to keep Horse's Vaccinations current according to standard veterinary recommendations, including: E/W Encephalomyelitis, Tetanus, Rabies, Equine Herpes Virus (EHV4/I), Influenza Al-A2, Rhinopneumonitis and West Nile Virus.
6. DEWORMING: You agree to comply with current recommendations of the American Association of

Equine Practitioners. As of 2009, these recommendations include (a) fecal egg count report prior to Horse's arrival, with repeats every three to six months, and (b) deworming with a dewormer that contains praziquantel twice annually (once during fly season and once during the winter freeze.)

1. **Horse must have a known good bill of health:** If your horse is coming in due to training issues, problems, (example: bolting, rearing, bucking, aggressiveness, flipping over,ect). Please have a blood test, ulcer test, kissing spine exam, x-rays, dentistry and chiropractic or any other needed veterinarian test done due to arrival.

This is to ensure the horse is capable of training and not in pain, or physically unable to do the work. We never want to be the reason of making the horses uncomfortable. We want only a positive and encouraging experience for both horse and rider.

Farrier and Therapy treatments and other Services:

You are responsible for the cost of horse shoeing, and therapy, you agree to pay the farrier and therapists at the time, or leave a check in advance or Pay RKC Dressage, Farrier, Therapist via PayPal or Zelle.

We strongly insist to at least have chiropractic done once per month. When horses start training it is best to know where they are mechanically and structurally. She does not ever want to push a horse through pain or a problem. It will only cause problems in the training. Ralea then works with her therapist to strengthen and develop that horse properly and always know where that horses fitness and physical wellbeing is at.

1. SHOEING: You agree to have Horse shod or trimmed every 5 weeks with the RKC Dressage designated farrier.
2. Chiropractor usually out once per month
3. Massage or Magna Wave and Myofascial Release – if needed
4. Dentistry once to twice per year
5. Saddle fitting and proper fitting tack

Items to bring for your Horse:

1. Proper fitting halter and decent lead rope
2. Proper fitting Bridle and Bit
3. Proper Fitting Saddle and girth
4. Working boots, saddle blanket
5. Blankets, fly sheets, coolers, ect

If you need help with finding, fitting or what to purchase please let Ralea know she can help you assess, fit and find quality product. If you use RKC Dressage saddles and tack and horse damages or breaks. You immediately pay for fixing or replacement of item.

OTHER ITEMS/AGREEMENT AND NOTICES

1. EMERGENCY CARE: If Horse requires emergency treatment but if we are unable to reach you, we have the authority to secure emergency veterinary, farrier and/or other care up to the following financial limit $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ; however, we have no responsibility to pay for such emergency care. If

Veterinarian advises euthanasia, do you give permission? YES\_\_\_\_\_\_\_ or NO\_\_\_\_\_\_\_

If no, explain what measures you want taken:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. PROPERTY DAMAGE: You agree to pay for, fix or replace damaged saddles, bridles, stalls, or other property caused by your horse(s), over and beyond normal wear and tear.\_\_\_\_\_\_\_\_\_\_\_\_ (Initial Examples:

Cribber, stall walker, kicker, pacer, fence tester. Ect.

1. TERMINATION OF AGREEMENT: Either party (you or us) may terminate this boarding and training Agreement, and agree to give 30 days’ notice prior to termination.

No horse will be allowed to leave Stable unless all bills are paid in full.

\_\_\_\_\_\_\_\_( Initial here)

Abandonment: If horse is left with stable for 30 days and no attempt for communication from owners to notify RKC Dressage llc and to rectify the situation to pay expenses that said horse incurred. Said horse will be considered abandoned and become RKC Dressage LLC. Property. RKC Dressage has the right to sell said horse to pay for expenses.

1. RISK OF LOSS: While Horse is boarded at Stable, Stable shall not be liable for any injury, sickness, death or theft suffered by the horses. You fully understand that you assume all risks. You agree to hold Stable harmless from any loss or injury to said horse(s). All costs, no matter how catastrophic, connected with boarding or for any other reason for which the horse is on the premises of stable, are to be borne by you.

1. ATTORNEY'S FEES/COSTS: In the event of a default, or in the event Stable must retain an attorney to enforce the terms of this Agreement Stable shall have the right to recover attorney's fees and costs from you.

1. SUCCESSORS/ASSIGNMENTS: You cannot assign this agreement unless Stable agrees in writing. The terms, conditions and covenants of this agreement shall be binding upon and insure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

1. NOTICE OF INSURANCE: You are advised that direct loss or damage/injury to clients personal Horse, tack, Equipment, vehicles, and trailers is NOT covered while on these premises by Stable. You are encouraged to ensure that your property is insured under an appropriate insurance policy.

1. RULES OF CONDUCT: You agree to read and abide by the RULES OF CONDUCT stated in the addendum to this boarding agreement. You are responsible for ensuring that your guests also abide by these rules.

WE RESERVE THE RIGHT TO REFUSE ADMITTANCE TO NON-HORSE OWNERS, OR TO DIRECT THEM OFF THE PREMISES. Flagrant disregard for RULES OF CONDUCT constitutes grounds for immediate termination of boarding agreement.

I, THE UNDERSIGNED, BEING OF LEGAL AGE AND OF SOUND MIND AND NOT UNDER THE INFLUENCE

OF ALCOHOL, DRUGS, OR ANY INTOXICANTS, HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND RELEASE. HORSE OWNER ALSO ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT ON THIS DAY.

*HORSE OWNER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*BY: (PARENT OR GUARDIAN OF STUDENT OR HORSE OWNER)*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*