

**THIS AGENT DISCLOSURE AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Hunter Valley Riding Academy, (the "Agent") and \_\_\_\_\_(the "Purchaser").

For the purposes of this Agreement, collectively, the Agent and Purchaser shall be referred to as the "Parties."

WHEREAS, Purchaser is a prospective buyer or leaser of a horse(s).

WHEREAS, Agent is an independent contractor who has expertise in the equine business/industry, including the purchase and sale of horses.

WHEREAS, Purchaser is willing to retain the services of AGENT as Purchaser's Agent, subject to the terms and conditions set forth herein;

**The Parties do hereby agree as follows:**

1. Agent agrees to use its best efforts on behalf of Purchaser to locate suitable horse(s) for future purchase or lease and to negotiate the purchase of such horses desired by Purchaser at the lowest price possibly offered by the seller or sellers thereof.
2. Purchaser hereby retains the services of Agent as Purchaser's Agent for the purposes of locating a horse(s) meeting the specific requirements of Purchaser and negotiating the terms of any purchase or lease by Purchaser.
3. Upon acceptance of this agreement, Purchaser shall provide Agent with a \$500 non-refundable "good faith" fee/deposit. This fee shall reimburse the Agent for time and effort spent on Purchaser's behalf to locate prospective horse(s) should Purchaser decide NOT to lease or purchase a horse; or if the Purchaser later utilizes the services of another Agent or no agent at all. Otherwise, this fee shall be applied towards the commission detailed in item 4-7 below.
4. Agent's remuneration for Agent's services in connection with the purchase or lease of any horse by shall be a commission of 10% of the purchase price or annual lease fee of \$7500 or more. For any horse with a purchase price or annual lease fee of less than \$7500, a \$750 commission will apply.
5. If Purchaser enters into a paid lease and later purchases said horse, a 10% commission additionally will be paid to the Agent calculated on the remaining balance paid towards the purchase of said horse.
6. If Purchaser enters into a paid lease and extends the lease beyond the original term, a 10% commission additionally will be paid to the Agent based on the monies paid for the lease extension..
7. If Purchaser enters into a feed lease (where no lease fee is paid), a \$750 commission shall apply. If Purchaser later buys said horse, a 10% commission additionally will be paid to the Agent calculated on the purchase price of said horse. If Purchaser extends the feed lease beyond one year, an additional \$500 commission shall apply.
8. Agent's sole compensation for their services in connection with Purchaser's purchase or lease of said Horse shall be the aforementioned "good faith" fee, any additional commission due and reimbursement of travel expenses. Should Purchaser make monthly payments to seller/owner of said horse, full commission based on the total purchase price or total lease fee shall be paid by Purchaser directly to Agent upon Seller's acceptance of Purchaser's wire transfer or other transfer of the Purchase/Lease Funds. Travel Expenses will be paid/reimbursed as they occur and include but are not limited to: Airfare, rental car, hotel/accommodations, gasoline (billed at \$.45 mile) and meals while traveling.
9. Purchaser shall be financially responsible for all costs pertaining to any horse brought in on trial. These cost include but are not limited to; hauling to/from barn by professional hauler or Agent, board, veterinary care, farrier services, additional feed or supplements, lessons and/or professional schooling rides, care or services provided for horse, and cost of the pre-purchase exam.
10. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of California, and any litigation arising out of this Agreement shall be commenced in San Diego County.

AGENT:

PURCHASER:

\_\_\_\_\_  
(Print Name of Agent)

\_\_\_\_\_  
(Print Name of Purchaser)

\_\_\_\_\_  
(Signature of Agent)

\_\_\_\_\_  
(Signature of Purchaser)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)