

IE-AGReqc06

Horse sale commission agreement

- 2.14. the Horse will not be startled by traffic or people ■■■■■■■■■■
■■■■■■■■■■.
- 2.15. the Horse has not undergone or been subject to any remedial
medication or training to correct any fault, ■■■■■■■■■■
■■■■■■■■■■.
- 2.16. the Horse is capable of being ridden safely in all circumstances by a
rider of the level of ■■■■■■■■■■
■■■■■■■■■■.

3. Your obligations

You agree that you will:

- 3.1. comply with our reasonable suggestions in respect of ■■■■■■■■■■
■■■■■■■■■■.
- 3.2. comply with Yard procedures and rules we may ■■■■■■■■■■
■■■■■■■■■■;
- 3.3. accept full responsibility for the personal safety of yourself and any
person ■■■■■■■■■■.
- 3.4. pay us for repairs or re-instatement for any damage caused by you or
your Horse, to a stable, our horse lorry, or any of our tools, ■■■■■■
■■■■■■■, ■■■■■■■■■■, ■■■■■■■■■■, ■■■■■
■■■■■■■■■■;
- 3.5. have your horse vaccinated at appropriate intervals against equine flu
and tetanus. **If you are unable to show proof of** ■■■■, ■■■■■■
■■■■■■■■■■;

and you must not:

- 3.6. come onto the Yard whilst under the influence of drugs or alcohol and
you agree that our staff will ■■■■■■■■■■
■■■■■■■■■■;
- 3.7. bring a dog or other animal ■■■■■■■■■■;
- 3.8. do, or allow anyone else to do, anything which might invalidate any
insurance policy covering the ■■■■■■■■■■
■■■■■■■■■■;
- 3.9. leave any rubbish on the Yard;

3.10. bring onto or store on the [REDACTED]
[REDACTED], [REDACTED], [REDACTED].

4. Failure to pay our fees

*Note: this paragraph is provided for our protection resulting from past experience. Please read [REDACTED]. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].*

4.1. All bills are payable 4 [REDACTED], [REDACTED]. [REDACTED]
[REDACTED].

4.2. Extra items include not only the items specified in Schedule 1 but also
items [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED].

4.3. You may not ride nor remove [REDACTED]
[REDACTED] [14] [REDACTED].

4.4. When a bill becomes overdue by more than [14] days, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

4.5. If any money due to us remains unpaid 28 days after it has become
due, we may sell your [REDACTED] / [REDACTED] / [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]. [REDACTED]
[REDACTED].

4.6. If we sell your Horse on account of your failure to pay [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

8.2. You agree that we shall be [redacted] [10] % [redacted] .

OR

8.3. You agree that we shall be [redacted] € [2 , 000] .

OR

8.4. You agree that we shall be entitled to a commission payment [redacted] [20] % [redacted] , [redacted] , [redacted] € [10 , 000] .

OR

8.5. You agree that we shall be entitled to a commission payment of [20] % [redacted] , [redacted] , [redacted] [redacted] .

OR

8.6. You agree that we shall be entitled to a commission payment in two parts: [redacted] € [3 , 000] [redacted] [redacted] , [50] % [redacted] € [22 , 000] .

8.7. We shall neither seek nor [redacted] .

8.8. We shall have no interest in the sale except as your agent. In particular [redacted] . [redacted] , [redacted] [redacted] .

8.9. If you sell the Horse whilst it is on our Yard and [redacted] [8] [redacted] [redacted] , [redacted] [redacted] .

8.10. If you sell the Horse within [12] [redacted] [redacted] , [redacted] [redacted] .

Schedule 1: The Horse

[.....]

Registered name:

Passport issuer:

Passport number:

Microchip number:

Approx date of birth:

Height and colour:

Feed regimen required:

Special vet requirements:

Date teeth last filed:

Dates of last vaccinations:

Other information or requirements:

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Schedule 3: Facilities

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This paragraph also deals with how you lay hands on your commission.

Simply put:
.....

7. Payment after vet’s certificate

Most sales are “Subject to vet”. That sounds like a conditional contract. It is not. The condition is not sufficiently
.....,
.....

As far as you are concerned a sale subject to vet gives
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8. Our commission on sale

We offer five alternatives for the commission arrangement. The problem with commission based on the whole of the sale price is that the sales agent has no incentive to “go the last mile”. 5 %
..... 5 %
..... (.....).
.....

We have also provided protection for you if the seller tries
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9. Disclaimers and limitation of liability

The first provision is intended to “
..... ” “
..... ”

10. Veterinary and medical call out

This paragraph may seem very strong, but in the
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.....,
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11. Termination

