

NZ-AGReqc06

Horse sale commission agreement

By signing a copy of these terms, you agree to them.

This agreement is dated: [date]

I / we, the Yard / [name]

My address is: [personal address]

The Yard address is: [address / the same]

You, the horse owner, are: [name]

Your address is: [address]

The registered name of the horse is: [name]

Period of Service provision: [four weeks certain, then until terminated].

“Target Events” means the competitions, events and outings
2 .

“Facilities” means the facilities described in Schedule 4.

“Services” means training, livery and any other services we provide to you
.

The veterinary surgeon we prefer to use is: [name, address and tel].

The farrier we prefer to use is: [name, address and tel]

1. The agreement

1.1. This agreement relates to the horse whose details are set out in Schedule 1 (“horse”).
.

1.2. For the livery fee, we agree to assess your horse at livery with a view to accepting it for sale [and for training as appropriate] on your behalf and as set out in Schedule 2 to this agreement. Within ten days of receiving your horse, we shall inform you as to whether
.
,
.

1.3. If we accept your horse for sale, our listed prices apply to our Services and we are

1.4. So far as possible, the terms of this agreement apply both before and

2. Your warranties

You warrant that:

2.1. the information set out in Schedule 1 ;

2.2. your horse is free of disease;

2.3. your horse has no known vice;

2.4. your horse has no behaviour problem that you have not ;

2.5. you know of no circumstances when the horse may damage , ;

2.6. your horse is insured to its full value and in respect of all risks usual to insure against for a horse to ;

2.7. you have taken out a policy of insurance to cover all risks ;

2.8. your horse has been vaccinated in .

2.9. the horse is sound in heart, ;

2.10. the horse has been treated with no medication in the previous twelve months, ;

2.11. the horse now carries no infectious .

2.12. The horse has suffered the diseases, conditions and physical damage now listed in Schedule 1 but no longer suffers nor carries any residue of any disease which .

2.13. the horse has no “vice” such as crib or door or fence , ;

- 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 ;
- 3.7. bring a ;
- 3.8. do, or allow anyone else to do, ;
- 3.9. leave any rubbish on the Yard;

3.10. bring onto or store on the

4. Failure to pay our fees

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

4.1. All bills are payable 4

4.2. Extra items include not only the items specified in Schedule 1 but also items

4.3. You may not ride nor remove

[14]

4.4. When a bill becomes overdue by more than [\[14\]](#) days,

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

4.6. If we sell your horse on account of your failure to pay

5. Horse owner's indemnity

You agree to indemnify us against all costs claims and expenses

6. Care and sale of horse

6.1. While your horse remains in our Yard, we alone are responsible for the care, including feed and , .

6.2. We will ride your horse in accordance with our .

6.3. We will present .

6.4. We will suggest a price at which your horse is to , .

6.5. We will suggest a programme of advertising with you. .

6.6. You agree that you will not .

6.7. We alone will negotiate with each potential buyer. , .

6.8. You agree that if in our reasonable opinion, your breach of the , .

6.9. We will sign no agreement with a buyer. We will

6.10. If we receive payment in cleared funds in

6.11. If the sale money passes through our hands,

6.12. If the sale money is not paid or payable to us, then you

6.13. At all times we have

7. Payment after vet's certificate

7.1. If a sale is made subject to a veterinary certificate satisfactory to the buyer, it is

7.2. Our commission is due either when

8. Our commission on sale

8.1. The references in this paragraph to the sales price or proceeds are to those prices net

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

OR

8.3. You agree that we shall be
\$[3 , 000].

OR

8.4. You agree that we shall be entitled to a commission payment [20] %
\$[20 , 000].

OR

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

OR

8.6. You agree that we shall be entitled to a commission payment in two parts: \$[4 , 000]
[50] %
\$[32 , 000].

8.7. We shall neither seek nor

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

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

8.10. If you sell the horse within [12]

9. Disclaimers and limitation of liability

9.1. Each horse has a different personality and behaves in its own way towards people and other horses.

9.2. We are never responsible for the careless

9.3. Our Services are provided "as is".

9.3.1 useful to you;

9.3.2 of satisfactory quality;

9.3.3 fit for a particular purpose;

9.3.4 available or

9.4. We accept no responsibility

9.5. you agree that in any circumstances when we may become liable

12

OR

9.6. Except in the case of death or personal injury, our total liability under this

\$ 2 , 000].

9.7. We shall not be

9.7.1 indirect or consequential loss; or

9.7.2 economic loss or other loss of turnover,

9.8. If you become aware of any breach of any term of this agreement by [].

10. Veterinary and medical call out

10.1. If in our absolute discretion, it is necessary to call a vet to attend on your horse, then we may ,

10.2. In the event of injury to you or any person brought onto the Yard by ,

11. Termination

11.1. This agreement

11.2. You or we may terminate this []

11.3. The termination of

11.4. When this agreement terminates, for whatever reason, you will take

11.5. You agree that we may take and sell for

12. Safety

12.1. supervise any child you bring onto the Yard;

12.2.

12.3.

12.4.

12.5. avoid sudden movements and loud noise among horses;

12.6.

12.7.

13. Miscellaneous matters

13.1.

13.2.

13.3.

13.4.

13.5.

13.5.1

13.5.2 issue a claim in any court.

13.6.

13.7.

13.8.

It shall be deemed to have been delivered:

72

24

24

. [- . ,
]

13.9.

,

.

13.10.

.

13.11.

,

.

Signed by the parties:

Schedule 1: the horse

Registered name:

Passport issuer:

Passport 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:

Schedule 2: livery arrangements

It is likely to include provision of;

loose box and bedding

2 / 3

;

turnout (except in very wet weather);

rug management;

daily health assessment.

use of Facilities

parking space for lorry or trailer

training as scheduled;

full grooming care;

show preparation once each week;

boxing assistance once each week;

attendance on farrier and dentist.

Additional items

,

\$ 45

,

\$ 30

-

\$ 60

.

.

Explanatory notes:

Horse sale commission agreement.

General notes

1. This agreement is drawn as a possible model. Every business is different. You can safely change
2. If a customer “does something stupid” and someone is injured as a result, it is likely that you will be absolved from blame if you have taken reasonable precautions against such an occurrence, such as specifying in this agreement how your customers should behave. If a customer then acts in
3. Only you know how you will use this document and whether you will change detail for individual owners. That is for you. But we have placed almost all the variable matters on the first page and in the schedules. We have done that both you and your client can see at a glance the most basic information. There is no reason why

8

Paragraph specific notes:

Notes relating to numbered paragraphs

1. The agreement

This is the summary basis of the deal.

2. Your warranties

The word “warranty” has no more legal effect than any other promise, but it is perceived to be stronger. These items form the basis of your

3. Your obligations

This is a menu for you to choose, delete, or add, as you think best. If you can think of anything

Horses often have habits which cause damage, such as repeated kicking to stables and lorries. It is arguable that you are responsible for whatever the

horse does whilst in your care. However, we

Third party insurance is very useful to you. If someone else causes an accident, you may well be included as a prospective defendant on the

Vaccination is essential. It is obviously sensible to keep diseases off the Yard. It may also be important to be

4. Failure to pay our fees

This is always a difficult issue since the yard owner is obviously responsible for the welfare of every horse on the yard, whether or not the owner pays. This agreement assumes payments are in advance, so that the period of any customer default is as short as possible. Subject to that, the

5. Horse owner's indemnity

A short and simple provision.

6. Care and sale of horse

This is the essence of the deal commercially. We have again pushed responsibility for failure to sell for several reasons back onto your client. She places the adverts. She decides on asking price and minimum sale price. She is encouraged to keep out of the way whilst you are negotiating. She is forbidden from specifying the exclusion of any category

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

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 to avoid paying you. In practice disputes about such a provision are

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

11. Termination

Another perennial problem is clients who leave half their gear

12. Safety

No doubt you will have safety notices around the yard.

It is beyond doubt that certified riding helmet can

At first glance it seems sensible to demand that everyone should wear a helmet when riding on

We have therefore used

Please note however, that you would certainly

You may delete much

13. Miscellaneous matters

A number of special points. We have identified each of these as

End of notes