Horse sale commission agreement

This agreement is dated: [date] I/we, the Yard $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare = \square$: [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 listed $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare [2]$. "Facilities" means the facilities described in Schedule [3]. "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]. It is now agreed as follows:

1. The agreement

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
1.4.	So far as possible, the terms of this agreement apply both before and the second secon
You	r warranties
You w	varrant that:
2.1.	the information set out in Schedule 1 • • • • • • • • • • ;
2.2.	your Horse is free of disease;
2.3.	your Horse has no behaviour problem that you have not ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.4.	you know of no circumstances when the Horse may damage ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.5.	your Horse is insured to its full value and in respect of all risks usual to insure against for a horse to ••••••;
2.6.	you have taken out a policy of insurance through the British Horse Society or comparable brokerage to cover ••••••;
2.7.	your Horse has been vaccinated in ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
2.8.	the Horse is sound in heart, ■■■■■■■■■ ;
2.9.	the Horse has been treated with no medication in the previous twelve months, \blacksquare
2.10.	the Horse now carries no infectious • • • • • • • • • • .
2.11.	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

2.12.	the Horse has no "vice" such as crib or door or fence ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.13.	the Horse will not be startled by traffic or people • • • • • • • • • • • • • • • • • • •
2.14.	the Horse has not undergone or been subject to any remedial medication or training to correct any fault,
2.15.	the Horse is capable of being ridden safely in all circumstances by a rider of the level of
You	r obligations
You a	gree that you will:
3.1.	comply with our reasonable suggestions in respect of \blacksquare
3.2.	comply with Yard procedures and rules we may $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$
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 the Yard, 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 y	ou 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 E E E E E E E E E ;

	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.	Fail	ure to pay our fees
		this paragraph is provided for our protection resulting from past rience. 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 • • • • • • • • • • • • • • • • • • •
	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.	Hor	se owner's indemnity
	You a	agree to indemnify us against all costs claims and expenses
6.	Car	e 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
0.40	
6.10.	If we receive payment in cleared funds in
6.11.	If the sale money passes through our hands,
0.40	
6.12.	If the sale money is not paid or payable to us, then you
6.13.	At all times we have
Payı	ment 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 $\blacksquare \blacksquare \blacksquare$
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 ***********************************
OR	
8.3.	You agree that we shall be ••••£ [2, 000].
OR	
8.4.	You agree that we shall be entitled to a commission payment \blacksquare \blacksquare \blacksquare [20] % \blacksquare
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: $\blacksquare \blacksquare \blacksquare$
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] • • • • • • • • • • • • • • • • • • •
Disc	claimers 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 ••••, •••• [£ 1, 000]. ••••••

.........

	9.7.	We sh ■■■■	all not be = = = = = = = = = = = = = = = = = =
		9.7.1	indirect or consequential loss; or
		9.7.2	economic loss or other loss of turnover,
			•••••
	9.8.	-	aragraph (and any other paragraph which excludes or restricts bility) applies to our directors,
			1999 / • • • • • • • • • • • • • • • • •
	9.9.		become aware of any breach of any term of this agreement by
		••••	•••.
10.	Vete	erinar	y and medical call out
	10.1.		ur absolute discretion, it is necessary to call a vet to attend on lorse, then we may •••••••••••••••••••••••••••••••••••
		••••	
	10.2.		event of injury to you or any person brought onto the Yard by ■ ■
		••••	
11.	Terr	ninati	ion
	11.1.	This a	greement

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 •••••••••••••••••••••••••••••••••••
Safe	ety
	re not your carers. We are not responsible for your failure to take care of elf or the
•••	
12.1.	supervise any child you bring onto the Yard;
12.2.	wear a safety = = = = = = = = = = = = = = = = = = =
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								
13.6.				• • • •					
13.7.	::::	• • • •	., 		• • • •		• • • • •		
13.8.									

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It shall be deemed to have been delivered:
  .....................................
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  ..........
  70
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  .............................
  .............................
  ------------
  ---1.
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 ....................................
 . . . . . . . . . . . . . . . .
13.10.
 ............
 ....................................
 13.11.
 ............
 ............
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Signed by the parties:

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:

Schedule 1: The Horse

Schedule 2: Livery arra	Schedule 2: Livery arrangements				
• • • • • • • • • • • • • • • • • • • •					
It is likely to include provision	of;				
loose box and bedding					
	2/3 • • • • • • • • ;				
turnout (except in very wet weath	ner);				
rug management;					
daily health assessment.					
use of Facilities					
parking space for lorry or trailer					
training as scheduled;					
full grooming care;					
show preparation once each wee	∍k;				
boxing assistance once each we	ek;				
attendance on farrier and dentist					
Additional items					
Attendance on vet, per hour	£25				
Worming, inc supply of dose	£10				
Clipping – full	£40				

Schedule 3: Facilities

Explanatory notes:

Horse sale commission agreement

General notes

1.	This is an agreement which needs no witnesses to the signatures. It is not valid unless dated . You should prepare two copies and
2.	This agreement is drawn as a possible model. Every business is different. You can safely change This agreement is drawn as a possible model. Every business is different.
3.	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
4.	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
5.	Recognition of our copyright in this document
	We assert our copyright in this document. When you downloaded it, you agreed to our terms and conditions, which set out in full how it may and may not be used. Without amending those terms, we remind you that you may not distribute it further or republish it in any way without permission from Net
	Once you have edited the document for final use, you may remove the .
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	If you would like our legal team to check your edited version, we

Please contact our support team at support@netlawman.co.uk for further information.

Paragraph specific notes

Notes relating to numbered paragraphs

1. The agreement

This is the summary basis of the deal.

2. Your warranties

3.

The word "warranty" has no more legal effect that any other promise, but it is perceived to \blacksquare
•••••
Your obligations
This is a menu for you to choose, delete, or add, as you ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Horses often have habits which cause damage, such as repeated kicking to stables and lorries. It is arguable that you are responsible
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 "

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

Vaccination is essential. It is obviously sensible to keep diseases off the Yard.

customer default is as short as possible. Subject to that, the
Horse owner's indemnity
A short and simple provision.
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. He places the adverts. He decides on asking price and minimum sale price. He is encouraged to keep out of the way whilst you are negotiating. He is forbidden from specifying the exclusion of any category \blacksquare
This paragraph also deals with how you lay hands on your commission. Simply put:
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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Our commission on sale
We offer five alternatives for the commission arrangement. The problem with commission based on the whole
"5 %

6.

7.

	We have also provided protection for you if the seller tries
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 a BS or PAS certified
	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 •••••••••••••••••••••••••••••••••
	Rights of Third Parties Act - • • • • • • • • • • • • • • • • • •

End of notes