



Elite Equestrian's Sales Contract

Elite Equestrian Sales
506-461-3169

Agreement made this _____ day of _____, 20____
Between

(hereinafter called the "Client")

-and-

Brittney O'Donnell
(hereinafter called the "Agent")

1. The Client hereby appoints as its exclusive and sole agent for the sale of horses in the territory and upon such terms and conditions as set out herein.
2. The territory assigned to the Agent by the Client shall consist of (barn name for multiple horses)

Barn name: _____

Registered name of horse: _____

Color and markings: _____

Breed: _____

Registration No.: _____

Tattoo, Brand: _____

Sex: _____

Height: _____

Year horse was foaled: _____

Horse has passport: (check one) yes no Passport #: _____

Horse has an embedded microchip: (check one) yes no Microchip #: _____

3. This agreement shall commence on the date hereof and shall expire one year thereafter.
4. The Agent has exclusive rights to sell the horse during the consignment period.

5. The parties hereby agree that the Agent may sell or promote other horses during the life of this agreement.
6. The Client is responsible to keep horses fit and healthy for sale.
7. The Client and Agent shall fix the asking prices of the horses and the Agent may only advertise the horses at the asking price fixed by their agreement, the price can only be changed if agreed by both parties.
8. The Client must agree to confidentiality of buyers found by the Agent.
9. The Agent shall be responsible for the expenses incurred by her in the performance of the obligations incurred pursuant to this agreement.
10. The Agent is not responsible for any injuries caused to horse or potential buyer while in terms of a sale.
11. The Agent agrees to market the horse through her website, advertise it on appropriate internet platforms, take a video and pictures of the horse, present the horse for potential buyers, provide the necessary purchase agreement in case of a sale. The Agent pays for advertising and marketing costs, costs for photography and videography during the contract.
12. The Agent is not responsible for riding the horses unless hired to.
13. The Client enters into the purchase agreement directly with the horse buyer. This Agent is not responsible for any clauses in connection with the horse sale, and it also allows the Client to see what the terms of the sale are.
14. The horse owner provides the sales agent with the horse's registration papers, passport, registration transfer, etc. if necessary.
15. The Client agrees to pay the Agent commission on sales made, and pay any other services fees. As long as sales were obtained by the Agent personally according to the following schedule:
COMMISSION RATE: 10% of sold price.
COMMISSION RATE: 10% of ongoing lease price.
MILAGE RATE: \$20.00/60KM
16. The Agent can change rates with at minimum of a one-month notice.
17. In the case of a trade (horse traded for another horse), the Client must still pay the commission from the original asking price on horse.
18. In the case of a monthly/season lease or stud fee, the Agent must still receive the proper commission from each payment.
19. Commissions shall be due and payable to the Agent on the 15th day of the month following the month in which the horse was sold. Commissions shall be due and payable to the Agent on the 15st day of each month the horse is leased.
20. The parties agree that the Agent shall exercise his/her best effort in assisting the collection of overdue payments from Clients. It is further agreed that the Agent's commission account on unpaid commission will increase by 5% every 15th day of the month, until paid.
21. The Client is responsible for the board of the horse, lessons, training and coaching, vet and farrier costs, shipping show and other competition fees. The horse owner also pays for all other expenses not specified.
22. This agreement may be terminated by the Agent or Client upon the Agent or Client providing a one month notice in writing to the Agent/Client of the termination.

23. The parties hereto agree that this agreement shall be governed by the laws of the Province of New-Brunswick.

Signed and Sealed the _____ day of _____, 20_____.

The Client

The Agent