

# Great Horses of America

'Finding Great Homes for Great Horses'

20 yrs experience – Professional Sales, Training & Consulting

[www.GreatHorses.org](http://www.GreatHorses.org)

Teresa Kackert 619-572-3087

rev. 9-1-07

## CONSIGNMENT HORSE SALES AGREEMENT

### TERMS AND CONDITIONS

This Agreement is made between Agent: SIGNAL MOUNT EQUESTRIAN, INC as AGENT ONLY (and or 'Great Horses of America' Teresa Kackert Pres., their Successors and or Assigns, et al) and the actual Seller(s) (also know herein as actual/current 'Horse Owner' and or 'Client') as mentioned:

➔ **Print Seller / Horse Owner /Client #1's Full Name** \_\_\_\_\_

**Print Seller / Horse Owner #2's Full Name** \_\_\_\_\_

The Agent agrees to sell and the Owner agrees to consign for sale the following horse subject to and contingent upon all of the following terms and conditions here and Attached hereto and all Agent's Policies which are subject to change at any time:

➔ **1. Horse Description** **Name used:** \_\_\_\_\_ Approx. Size: \_\_\_\_\_ DOB \_\_\_\_\_  
Color: \_\_\_\_\_ Approx. Age: \_\_\_\_\_ Sex: \_\_\_\_\_ If known: (Dam \_\_\_\_\_ Sire \_\_\_\_\_)

"X" here indicates this is a 'REGISTERED' horse.  Seller agrees to provide and guaranty horse papers & transfer.

"X" here indicates this is a 'GRADE' (aka NON\_REGISTERED) horse.

➔ Seller's stated historical use of this horse: \_\_\_\_\_  
\_\_\_\_\_

**The following items are the Requirements, Terms of this Consignment Sales Agreement – in addition to all 'Agreements' (ref. #3 below) understood and hereby agreed to by all parties (Agent and Sellers/Horse Owners):**

1. The minimum cost for us to stable and show your horse on our site is at least \$535 per month – which includes board & training / selling. All horses must select both a 'Board' and "Training / Sales' package per our 'Training Agreement'. Please factor this in when deciding on the Sales Price for your horse and the estimated time/work it will take to ready and or sell your horse. Credit card on file is required. All fees are due in advance (cash, check, credit card). Any invoice or billing incurs a \$25 billing fee. Late fee is also \$25. Our price list and descriptions are available, attached and on our website. We can evaluate and price your horse at your request.
2. Our prior approval for listing your horse for sale: appearance, temperament, skills, asking price are primary factors. Call us to schedule a 'Meet and Greet' for free if the horse is listed immediately or use our Offsite Professional Evaluation for only \$195! **Our 'Onsite' services, namely our training and showing time WILL INCREASE THE VALUE of your horse.** We will factor this in ahead of time and recommend to you our opinion of the value of your horse. If your horse PROGRESSES MORE THAN we expected, we will suggest you INCREASE the asking price of your horse – we do this regularly with our own horses. On occasion, due to changes in the horse sales market, prices must be lowered to effect interest and a sale. It is the Horse owner's responsibility to monitor listing time, expenses and desired sales price.
3. A properly executed Liability Release Form, Sales Agreement, Training and Consignment Sales Agreement and Consignment Agreement including complete disclosure of all horse safety, health and soundness issues, verifiable written proof of ownership and original registration papers & transfer form signed, email address, current credit card info are all required. Official, original, certified and or notarized documentation may also be required. Seller/Client/Horse Owner hereby approves and authorizes Agent to use Agent's forms necessary to secure the sale of and payment for Seller's / Client's horse.
4. **Our TOTAL Commission Fee** due when your horse sells is either: 1) 20% if sold during the first 30 days here - amazing! OR 2) 15% if sold during 31 to 60 days – outstanding! OR 3) 10% if sold after 61 days. Our minimum sales commission fee is \$500. Our average time to sell is approximately 90 days provided the horse is tuned up and ready to sell upon arrival. If your horse requires riding, training and or tuning up, the time to sell will be longer. We can also sell your horse trailer and tack for a minimal fee and you can leave your items on site with us if you like. We will put them all on our website at no extra charge! We also may offer (if space is available) an affordable "Board Only Sale Rate" (currently starting at only \$350/mo) if your horse was here on consignment & ready to sell for more than 6 months and was in a Gold or Platinum Sales Package – no one else does this! If your horse sells

**Initials** \_\_\_\_\_

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within 90 days after it leaves our property to any party or individual which we physically presented and showed your horse to while it was on our property we will also have earned our commission in full and you hereby agree to pay it.

5. Our minimum horse sale listing period is currently 1 month. A one-month Agreement must be SPECIFICALLY stated and agreed to in writing HERE: [REDACTED]. We do not guaranty adequate advertising or website listing for one month agreements especially for horses enrolled in the minimum Bronze Level Training / Sales. **We REQUIRE a WRITTEN 30 day notice prior to canceling or moving your horse if it does not sell – ALL Training Agreement Terms and Conditions apply.** THE ONLY EFFECTIVE DATE for a cancellation is the 1<sup>st</sup> day of your horse's billing month. Written notice must be given prior to that date otherwise the following full month will be your 'last' month thus requiring another full month's fees. Initials [REDACTED]
6. If at any time your horse sells **while boarded with us** we will have earned our fee and it is due in full – regardless of any other individual, party or circumstance surrounding the sale. If your horse does not sell, this agreement will automatically renew and be charged to your credit card until cancelled in writing by you – subject to the 30 day prior notice requirement. Only if your horse sells will pre-paid unused fees be refunded on a pro-rated basis.
7. Cancelled agreements with inadequate advance notice receive NO pro-ration or refund whatsoever and incur the current full month's fees (minimum \$535). This agreement automatically renews month to month until cancelled in writing only. Your credit card will be charged automatically for one month's Board & Training at your horse's current level or \$535 whichever is more.
8. Seller / Horse Owner / Client hereby authorizes "Agent" to take and use photos & videos of their horse as Agent deems necessary and which remain the sole, unrestricted property of the Agent.
9. Direction by you as to how you will accept payment for your horse from the buyer to us: Wire Transfers (Preferred / Required: MUST be sent to our account, we will issue you our check less fees due - very easy and the safest), Cash (difficult and risky), Personal Check (ABSOLUTELY NOT ACCEPTED), Cashier's Check (very little risk), Money Orders (NOT accepted). You do not NEED to tell us what your bottom dollar is, we will call you with EVERY offer. You agree to approve the accepted offer and the sale in writing but this Agreement authorizes us to proceed in good faith with the sale and new buyer without said approval. ALL checks if approved by us, must be made payable ONLY to US ('Great Horses of America') as 'Seller's sole authorized agent'. We will deposit into our Agent 'ESCROW' account and disperse net funds AFTER expenses to you, our client / Horse Owner and after all Agreement paperwork with Agent and Registration Paperwork if any is complete and verified correct, ideally within 5 to 10 business days but possibly up to 15 or 20 business days.
10. Any additional advertising or promotion of "Owner's" horse other than our website incurs additional cost. You hereby authorize us to use our best judgment and all reasonable means necessary to facilitate an expedient sale, that is to advertise, market & sell your horse at your expense (ex. Horsetrader \$40 / issue, Riding Magazine \$35 / issue, Dreamhorse.com \$100...) unless you direct us otherwise in writing.
11. **EXPENSES & FEES:** 1) All 'advanced' and 'Reimbursable' horse management, maintenance, training & sale related expenses not paid for in advance by you are automatically and immediately billed and paid by your credit card on file with us when incurred. For example but not limited to: farrier, Vet, advertising, supplies, first aid, etc. and incur a 5% convenience fee. 2) All Training/Sale and Board fees not paid and received by us in advance and prior to their due date are automatically billed and paid by your credit card on file with us and a 5% convenience fee is applied. Checks received after the due date will be returned. Declined or non-cleared credit card payments incur a \$25 late fee and a \$25 service charge for billing. Returned checks and checks that do not clear incur a \$25 late fee and a \$25 service charge for processing and a \$25 billing fee. Remember, all you need to do is send us your check so we receive it prior to its due date and everyone will be happy:) Any and all other taxes, expenses, fees, if any regarding your (horse owner's) horse remain your (horse owner's) responsibility, before, during and after the sale. All rates and services are subject to change.  
**Your payment due date is the 'day-date-number' (ex. 1<sup>st</sup>, 2<sup>nd</sup>, 10<sup>th</sup>, 23<sup>rd</sup> ... of the month) your horse arrived at our stable and one month later on the same 'calendar-day-date-number' and continuing monthly thereafter. 30 DAY NOTICE TO CANCEL MUST BE MADE NO LATER THAN THIS DATE TO BE EFFECTIVE IN THE SAME MONTH, OTHERWISE THE 30 DAY NOTICE WILL NOT TAKE AFFECT UNTIL THE NEXT FULL BILLING MONTH.**
12. Terms and rates subject to change. We reserve the right to refuse service to anyone if need be. Notarization of "Owner" documentation may be required. All documents and payment must match the legal horse owner's name.

Initials [REDACTED]

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13. If your horse is 'Registered' with a breed organization (ex. APHA, AQHA, POA, ...etc.), you / the "Owner" hereby agree to 'Guaranty' and properly produce and transfer your registration papers to the new buyer either before or after the sale of your horse. This must be done prior us dispersing any sale funds to you. All expenses, fees, etc. must also be paid in full prior to dispersing funds to you however this will not hold up sale or delivery of the sold horse to the new buyers. You may choose not to offer your horse 'WITH PAPERS'.
14. Prior to the day your horse arrives at our stable, horse owner must provide us with a detailed description of horse's skills, traits, behaviors and or experiences that accurately describe the horse to be used by us when placing the initial sales ad and or website description. In other words, write a 'proposed' sales ad description and photos.
15. **Representations of the "Owner"**: "Owner" warrants that he/she/it is the sole, legal "Owner" of the horse and or the legal authorized Agent of the actual owner of the horse and that it has the full power and authority to sell the horse and agrees to provide us with original, certified, written documentation to substantiate same upon demand. For this Agreement and all associated sales documents, the owner must be 18 years old or older.
16. **Hold Harmless**: "Horse Owner" agrees to indemnify, save and hold harmless THE AGENT from and against any claim, loss, liability, damage or cost arising from any claim, loss, liability, damage or cost related to Client's horse(s) before, during and after the sale of your horse.
17. **Any controversy or claim arising out of or relation to this document, breach thereof or interpretation hereof shall be settled by ARBITRATION** in accordance with the 'Rules of the American Arbitration Association' and judgment upon the award rendered in such arbitration shall be final and may be entered in any court having jurisdiction thereof. All of the provisions of Section 1283.05 of the Code of Civil Procedure are hereby expressly made applicable to any such arbitration. Notice of the demand for arbitration shall be filed in writing with the other party to this document and with the American Arbitration Association. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Buyer and Seller hereby agree to be solely responsible for their own legal fees, if any. Furthermore, both Buyer and Seller hereby agree NOT to pursue any recovery or reimbursement of any litigation or arbitration expenses whatsoever at any time from each other.
18. **Severability**: In the event that any of the terms or conditions of this document are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the legality, validity, and enforceability of the remaining terms and conditions shall not be affected thereby.
19. **Identification**: Buyer agrees to provide the following information for purposes of positive identification, historical record keeping and or for emergency contact or billing and or account collection purposes only. The following information so given will be held confidentially by Seller and will only be used for the purposes stated. **A photocopy of Buyer's current and valid photo ID is required and will be kept on file with Seller permanently – PLEASE FAX if not present (use an enlarged black and white copy for successful transmission).**

Initials \_\_\_\_\_

PLEASE PRINT

Horse Owners / Seller's #1's Full Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Home Tel.Ph.#: ( ) \_\_\_\_\_ Driver Lic.#: \_\_\_\_\_

Other Ph.#: ( ) \_\_\_\_\_ State of License \_\_\_\_\_

Emergency Ph#: ( ) \_\_\_\_\_ Date Expires: \_\_\_\_\_

Fax # \_\_\_\_\_ Email Address \_\_\_\_\_

**(COPY  
REQUIRED)**

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All horses must select **BOTH** A TRAINING AND BOARD package: minimum allowed is 'BRONZE' for both.

Training/Sales Package: (Bronze \$240, Silver \$440, Gold \$600, Platinum \$780) \_\_\_\_\_ Monthly Fee: \_\_\_\_\_

Board Package: (Bronze \$295, Silver \$385, Gold \$510, Platinum \$635) \_\_\_\_\_ Monthly Fee: \_\_\_\_\_

Total minimum monthly fee automatically recurring until changed in writing: \_\_\_\_\_ Total Monthly Fee: \_\_\_\_\_

Signature here indicates Acceptance, Understanding and Agreement to all Consignment Sales Agreement Contract terms above here on pages 1 through 4 now received by Seller including all other 'Agreements' & Policies referenced herein.

Horse Owner hereby Authorizes Great Horses of America et al to sell Horse Owner's horse for the best price possible at any time which may NOT be Seller's/Owner's 'Desired Price' as shown here. All terms and conditions are hereby acceptable and Agreed to by the Signator/Client below who states he or she is the sole, Legal Owner and or Authorized Agent Representing this horse for sale. The Undersigned understands they may not receive their 'Desired price' but rather a reduced price, per the terms of this or any other Agreement when horse is sold. Must be at least 18 years old to sign. Otherwise, parent or legal guardian must sign. Thank you!

Date: \_\_\_\_\_ Horse Name: \_\_\_\_\_ Desired Price Range: \_\_\_\_\_

Sign \_\_\_\_\_ Print \_\_\_\_\_

**REQUIRED** Email address: \_\_\_\_\_

**24 hour EMERGENCY CONTACT PHONE NUMBER:** \_\_\_\_\_

**Unless received in writing to the contrary HERE, Seller's signature above hereby authorizes Consignor to place Seller's horse in EVERY Horsetrader Issue feasible (2 times per month: \$80 cost to Seller plus 5%) in order to facilitate the prompt sale of Seller's horse:**

Signal Mount Equestrian, Inc. signs: \_\_\_\_\_

Dates: \_\_\_\_\_

Thank you very much for your business, we appreciate it.  
We have built our reputation and our service on the business we receive from "Great" equestrians like you!  
Teresa Kackert, Pres. Signal Mount Equestrian, Inc. dba 'Great Horses of America'  
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