

SERENITY FARM GYPSY HORSES, LLC

Horse Consignment CONTRACT

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Horses Name

THIS HORSE Consignment AGREEMENT ("Agreement") is made and entered into as of the ____ day of ____
2022 by and between:

SERENITY FARM GYPSY HORSES LLC & Christina Riggs (AKA AGENT)
5162 LEWIS
IDA, MICHIGAN 48140

And

(Seller's Name-AKA Seller)

(Address)

(phone Number)

1) The Seller is hiring the Agent to market and sell the horse listed below. Commission of 10% of the Selling price will be paid via electronic payment to the Agent within 24 hours of Sale and/or payment being received by Seller.

Horses Full Registered Name

Sex

DOB

Breed

Registry & Number

Horses Health concerns & Health History:

Horses Training, Experience & Show Record:

Horse Temperament 0-10 Scale

Level of Rider Needed

Kid Safe- Y/N-

Driving History;

Pregnancy/Breeding History

Listing Requirement:

- A. The Seller agrees they are the owner of the horse and are willing/able to sell the horse and will be signing transfer documents and mailed out within 24 hours of payment received on the horse.
- B. Agent requires a copy of the Registration paperwork and the Sellers name must be listed as current owner in order to list the horse. Also Current Negative Coggins, Proof of Current Vaccines, and current statement of health and soundness by a Licensed Vet is required.
- C. Pre Purchase Exam is Strongly encouraged to potential buyers by the Agent and that is paid for by the Buyer.
- D. The Seller agrees to disclose all health and behavior issues to Agent and Buyer prior to the Sale of the horse. Pre Listing Vet Health exam is required Including written assessment for CPL, Mites, Scratches Etc. Seller to provide a Copy of PSSM status..

2) Agent agrees to list horse on Website, Horse Sale Websites, Facebook and other social media Platforms. Initial Listing Fee of \$100 to be paid with the signing of this contract, then Seller agrees to pay any cost related to listing on these sites after that first 30 days and will be billed monthly by Agent.

3) Seller agrees to pay Agents travel expenses if needed to obtain video and pictures of Horses or Seller will Hire a photographer to obtain photos to assist in selling the horse if Seller can not provide conformation shots, Glamour pictures and video showcasing the horses talents.

Initial SELLERS initials

4) Agent has the ability to list horse on an Equine Auction if Sellers wishes. But Seller agrees to pay the Auction Fees and Consignment commission as listed above. Also if Seller decides to utilize an auction, they will provide all info required by Auction.

5) Agent offers no warranties or guarantee on horse, Buyer or the Sale.

6) If the Seller chooses to send the horse the Agent for Sale Prep a separate contract for Training and Services are required.

7) Agent to be held harmless in all sales of horses and consignment services.

8. Execution in Counterparts. This Agreement may be executed in counterparts, all of which shall together constitute one original contract, which shall be binding with the same effect as if each such counterpart were executed by all of the parties hereto.

9. Assignment. No party may assign or transfer this Agreement without the prior written consent of the other party.

10. Entire Agreement. This Agreement constitutes the final written expression of all of the terms of the agreement of the parties with respect to the subject matter hereof, and is a complete and exclusive statement of those terms. There are no oral or written promises or representations upon which Agent Buyer or Seller is relying except as expressly set forth herein. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns, and may not be supplemented or amended orally and may only be amended or supplemented in a writing executed by the parties hereto.

11. Jurisdiction and Venue. This agreement shall be construed under the laws of the State of Michigan. The parties hereby consent to service of process, personal jurisdiction, and venue in the courts of general jurisdiction of Monroe County, Michigan, and any federal court with concurrent jurisdiction, with respect to any action or proceeding brought to enforce any action or liability under this Agreement.

12. Attorney Fees. In the event Seller commences litigation to enforce the terms of this Agreement, Agent shall be entitled to recover from Seller costs of such litigation, including reasonable attorneys' fees.

11. Release and Waivers.

A. Seller and Buyer waives all rights to sue Agent for any injury, death, loss or damage caused to Buyer, Seller or either party's property and assumes all risks inherent in horse riding, or otherwise coming in contact with the Horse regardless of where such injury, death, loss, or damage occurs.

B. Seller and Buyer agrees to hold harmless and indemnify Agent from any loss, claim, suit, judgment, award or other liability of any kind resulting from any injury, death, loss or damage sustained or claimed by Seller or Seller's personal representative(s), and from any other loss, claim, suit, judgment, award or other liability of any kind resulting from Sellers's and Buyers use or possession of the Horse.

12. Miscellaneous Provisions. The parties acknowledge they have individually read this Agreement and have had an opportunity to consult with legal counsel of their choice prior to execution, that this Agreement contains their entire agreement and that there are no agreements or assurances not contained in writing herein. This Agreement may not be changed, modified, or amended except by a writing signed by both parties. In the event that any portion of this Agreement is declared by a court of competent jurisdiction to be unenforceable, such declaration shall not affect the remaining terms of the Agreement which shall survive intact.

THIS IS FOR VIEWING ONLY----ACTUAL CONTRACT WILL BE SENT & SIGNED VIA DOCUSCAN ONLY

Agent: _____

Seller: _____

N/A
SERENITY FARM GYPSY HORSES, LLC
Christina Riggs Date _____

Printed Name: _____ Date: _____

SERENITY FARM

GYPSY HORSES

est. 2009

Breeding - Sales - Lessons



Family, Experience & Knowledge is How We Stand Out