

Rugged Elegance Equine Sales
HORSE CONSIGNMENT AGREEMENT

Owner Information

Owner: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____

Email Address: _____

Horse Information

Horse's Registered Name: _____

Registration Assn: _____ Registration Number: _____

Breed: _____ Birth Year: _____ Gender: _____

Consignment Price: _____

Seller gives exclusive sales rights to Broker for a time period of: _____

Terms:

1) This contract entered into on the _____ day of _____, 20____, by and between the listed horse's owner or lessee of record, hereinafter referred to as the "Seller" and Rugged Elegance Equine Sales, hereinafter referred to as the "Broker" who mutually agree to abide by the following terms and conditions:

2) This agreement constitutes the entire agreement between the parties. No other agreements, promises, terms or conditions, whether verbal or implied, are included. The Seller agrees to consign and sell the listed horse for the designated consignment price, as specified herein.

3) The Seller agrees to consign and sell the listed horse for the designated consignment price, as specified herein. The listed consignment price shall be the amount that the Seller has agreed to accept as payment in full for the sale of the listed horse. The Seller agrees that the Broker shall have the exclusive right to sell the listed horse during the designated term of this contract as outlined herein.

4) The Seller agrees to pay broker a 4% commission on sales price **within 30 days of sale**.

5) The Seller warrants a title to the listed horse that is free of any liens or encumbrances.

The Seller further agrees to indemnify and hold the Broker harmless against all suits, actions, costs or charges, whatsoever, in respect to any charges, encumbrances or defects in title on the listed horse. All perils are at risk of the Seller and prospective Purchaser. The Broker acts as an agent only.

6) Seller is liable to prospective purchasers for guarantees listed herein. Broker is not liable for guarantees made by Seller, as to soundness, quality or condition of listed horse. Seller agrees to defend and hold Broker harmless from any such claims brought against Seller and/or Broker. Seller warrants the listed horse is sound of wind, limb and eyes, free from prohibited substances, does not have EPM, or any other physical or emotional defect that might result in injury or damage to the purchaser.

7) The seller agrees to forward original registration certificate and a signed transfer to the Broker, upon receipt of a signed Contract of Sale from the Broker, on behalf of the prospective Purchaser. The Broker agrees to return all items listed above within five (5) working days, after the completion of this contract, if the listed horse has not been sold.

8) The Seller will forward, to the Broker, upon signing this contract, the following:

a. A copy of original registration certificate.

b. A check for \$30 for web page set up and advertising fees (consignment fee).

b. Information on horses show and/or production record, a current video and professional looking photographs (if available).

9) The broker agrees to hold said registration certificate and signed transfer, (if applicable) until such time as payment for the listed horse has cleared, and the consignment price has been forwarded and received by the Seller. Said payment to be made with U.S. Funds as soon as the prospective purchaser's funds are received and cleared, by bank-to-bank wire transfer, or registered and insured mail, at the Broker's expense. The Broker further agrees to forward the completed transfer of ownership and the original registration certificate to the proper association within five working days from the date of the sale transaction.

10) The seller agrees to immediately release said horse to the purchaser designated by the Broker, upon receiving the consignment price listed herein. The Seller's signature on this contract attests to the fact that the Seller has read and understood all of the terms outlined herein and accepts this contract as a legal and binding instrument on behalf of the Seller, the Seller's heirs, successors and assigns. This contract is made and entered into, in the County of Rutherford, and shall be interpreted, enforced and transacted under the laws of the State of Tennessee.

This contract entered into on the Date of Acceptance: _____

Horse Owner's Signature: _____

Broker's Signature: 
Rugged Elegance Equine Sales

Rugged Elegance Equine Sales

2325 Willowbrook Dr. Apt F3

Murfreesboro, TN 37130

(601) 678-7830

(607) 348-5283

www.ruggedeleganceequine.weebly.com