**Consignment Agreement for Double Creek Farm**

This contract is made between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ herin after referred to as Consignor.,

original owner of the horse, and \_\_\_Ralena Smith\_\_\_ herin after referred to as The Farm , acting as an agent for the sale of the horse described below.

Horse name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age\_\_\_\_\_\_\_\_Breed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sex\_\_\_\_\_\_

Scars/Brands/Vices\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Training or Maintenance Issues\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*If the horse is stated to have No Vices and later while at The Farm or when sold to Purchaser it is found that the horse does have a vice

or vices, the Consignor may be responsible for financial reimbursement or re-evaluation of sales price, if requested or desired by the

Purchaser. Whereas, The Farm is in the business of acting as agents in the purchase and the sale of horses, and whereas consignor would like to sell the above named horse through The Farm, and whereas, The Farm would like to sell said horse on behalf of the Consignor, it is hereby agreed as follows:

1.) Consignor agrees to accept and The Farm agrees to the Consignors Initial Payout to be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(see

notes below for additional fees or services, as well as amending the above figure in certain circumstances) – must be

in writing (email is fine) X\_\_\_\_\_\_\_

**\*\*\*Agreed no board, but anything over $\_\_\_\_\_\_\_\_\_\_\_\_ can be retained in lieu of commission or board/training.\*\*\***

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(seller) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(buyer)**

2.) Or In lieu of a set commission, Consignor agrees that The Farm may market the said horse for a price which they feel

shall cover the cost of marketing expenses, fitting/conditioning expenses, and board. Any remaining balance

collected over the agreed price above shall be kept by The Farm for such expenses listed above, and any additional

expenses that should occur, as outlined below, may be deducted from the figure in Consignors Initial payout price.

3.) Agreed Consignor would like $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ out of their horse, if sold for more than the desired price a

commission will not be taken out,but the farm can keep any monies on top of the agreed upon price. If sold at the desired price or commission included commission sale will be 15% for horses under 3500 and 10% for horses over $5000

3.) Consignor understands that they will be paid the amount shown in line 1), less any additional expenses

(outlined below) when the horse has been paid for, within a minimum of one week after the horse has been

removed by the new owner/purchaser(or delivered)and has had, under The Farm’s contract specifications,

satisfactory time to complete a veterinary exam. Note: if an exam is to take place The Farm will notify the

Consigner of the status of the sale, and outcome of exam, and at that time deposit monies into The Farm’s

account(NC Checks will have to first clear) and then mail a check to the consignor.

Any remaining monies from the sale may be disclosed to the Consignor, along with purchase contract information, if desired.

\_\_\_\_\_If Checked : A horse available on consignment and marketed by The Farm may be traded in the following

circumstances, both of which are thoroughly discussed with the Consignor for approval before completing:

a. The Farm feels that it would be in the best interest to market the trade-in horse instead of the original horse that

was on consignment, either for a swifter sale and completion of the purchase or for another reason that will be

discussed with the Consignor before any actions are taken. If, the Consignor is interested in Purchasing the traded

horse, this can be arranged by submitting the appropriate fees, as if the original horse were being taken of the

market, to The Farm for time and expenses.

b. The Farm makes the decision to either purchase the Consignors horse and use it as trade collateral, or the

consignor wishes to pay the difference amount to even the trade and sell the Consignors traded horse, in which

no other Consignor fees would be assessed,but the monies would be paid to the Consignor when the traded horse

sells.

4.)The first months board, all fitting/conditioning and marketing expenses will be included in the commission(in

this case, the commission will be the remaining balance paid for the horse after the Consignor has been paid the

agreed price(or amended price) as outlined above in lines 1.) and 2.)

5.)If for whatever reason (additional training, conditioning, market suitability, vet examination and care, a longer than

expected stay on the market, etc) the horse stays at The Farm for longer than the initial month period, board will commence

at the rate of\*$\_\_\_\_\_\_\_\_\_/month, which includes daily wormer(in the barn reduced from our standard board)\*pasture

consignment(limited availability) is at $\_\_\_\_\_\_\_\_/month on the first day of the end of the initial month(i.e horse arrived

March 2nd, if not sold by April 2nd , board will start April 2nd and will carry through until May 2 nd , will be pro rated by the

day for partial month.

6.)The first months board is due up front and is not refundable or pro-rated even if the horse should sell in a short amount of

time. This covers marketing expenses and sale ‘leads’ that were used to facilitate the sale of your horse.

7.) The Farm also offers “off site.consignment” in which The Farm can market your horse for you and if one of our ads/leads

buys your horse, The Farm gets 15% of the sale price.

**Please do NOT advertise with a different price than what we have listed on our website.**

We can also photograph and/or video your horse(s) for you at your farm($100 photography/video fee plus mileage) or you

can bring them to Double Creek Farm for the photo/video shoot($50 photography fee/$75 videography fee) and we can

market the horse foryou, or give the pictures and videos to you to market.

We also offer a few other consignment options, ask The Farm when you inquire about these special “no upfront costs” policies…they

might work for you!

**\*\*\*\*\*\*\*\*\*\*\*\*a. Split- The horse is marketed at the farm and farrier and vet are ‘split’ between The Farm and Consignor, when the horse is sold the proceeds are “split” as well. No board or marketing expenses are incurred b. No Board Incurred: This works if your horse is priced where The Farm can still recover marketing and conditioning expenses. Not all horses will qualify, but some may…so just ask! Confirm your agreement to a “split” by signing**

**here\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

8.) Evaluation Period: The Farm will have the right to a month evaluation period to determine if the Consignors horse is

suitable for marketing in the desired price range and condition, or if these points need to be reassessed. After the

evaluation(sometimes shorter periods are sufficient) The Farm may either ask the Consignor to pick up the horse, or adjust

marketing specifications(pricing/etc). If the horse is deemed unsuitable for the original consignment agreement and the

Consignor decides to pick the horse up, board for the time the horse spent at The Farm is expected, at the pro-rated fee of

$10/day.

9.) Any fees incurred, vet, farrier, additional supplements other than daily wormer recommended by The Farm(joint,

coat, etc) will be paid for by the Consignor. If the horse is sold during the initial consignment month at The Farm, these fees

will be taken out of the Consignors Initial Payment. If the horse is here longer than a month, they will be billed as necessary

to the Consignor with the boarding invoice and are expected and appreciated shortly after received by the Consignor.

Consignor will be notified of any supplement Recommendations and veterinary procedures before they take place.We need

to be able to have enough time to sufficentially condition the horse so its looks and acts the best that it can when clients come

to see them. Remember, we get paid when the horse sells…our board just covers the out-of-pocket expenses from day to day…

10.) If for whatever reason, the Consignor sells the horse elsewhere, not through The Farm, or decides not to sell the horse,

(either by choice or by a failed pre-purchase exam or condition, see below) board is still due to The Farm, as well as costs of

marketing ads and promotional expenses incurred in the marketing process of the horse. We also request a $100 fee if taking

the horse from the farm to cover videography and photography charges, but the consignor may use our footage and pictures

for their own reference. If they wish to continue to advertise the horse on The Farm’s website, they may do so with a

15% commission agreement if the sale results fromthe ads, photographs, or marketing from The Farm.

11.) It is Double Creek Farm’s policy to **have a current negative coggins,** within 6 months, and basic yearly shots, West

Nile(optional)and Flu/Tet/Rhino combo on file at the farm so when the horse is purchased it is already complete. The horse

may come to the farm as long as it has had a coggins within the year, if the horse is due for Coggins(within 6 mos.) or shots,

the vet will either be called to the farm and the expenses(including the farm call, which may or may not be divided into other

customers work) billed to the Consignor(or The Farm and then billed to the Consignor, depending on the vet). If the horse

needs to be hauled in to the Vet, Double Creek Farm can make the trip for $35 to Surry Animal Hospital(Dr. Renfro Hauser),

or $50 to Healing Springs Large Animal Hospital. It is then advised that the Consignor call the vet’s office with a valid Credit Card to be used for billing purposes or pre-pay The Farm for the fees.

12.) The Farm can take Paypal payments for board, expenses, and vet calls, in which Paypal’s 3% fee is added to the total.

There is a link at the bottom of our website,www.doublecreekfarm.netthat allows you to send payments in $1.03 increments.

13.) The registration papers and original coggins are required to market the horse as registered stock by The Farm. This also

facilitates purchases by allowing the transaction to move freely and smoothly without the delay of paperwork. We will not

pay the consignor until the paperwork is released to The Farm.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

14.) The Farm shall maintain said horse in accordance with good animal husbandry practices in the area. We rarely take

pasture horses on consignment as the risk is greater for horses that are out to pasture vs. stabled in the barn. The Consignor

agrees that The Farm shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the horse or

any other cause of action,whatsoever, arising out of being connected in any way with the boarding of said horse at The Farm.

It is recommended that the Consignor purchase temporary insurance to cover the horse while it is here at The Farm until sold,

but this is not required. The Farm is released of any liability not limited to, any personal injury or disability the horse may

receive while on The Farm’s premises. The Consignor fully understands that The Farm does not carry insurance on any

horses not owned by The Farm for boarding or for anyother purpose. All risks connected with the boarding or for any other

reason for which the horse is in the possession of The Farm, are to be borne by the Consignor.

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Please inital to signify that you have read the above statement.**

15.) Purchase Exams: Double Creek Farm has a 72 hour timeframe in which the Purchaser may have the horse vetted for

suitability of purpose and to verify that no on going problems are present. IF the Consignors horse fails to pass a vet exam;

a.The Consignor may choose to not sell the horse with The Farm and decide to take the horse elsewhere, in which the fees, as outlined in line 10).

b. The Consignor agrees to reduce the price of the horse for the initial purchaser who initiated the exam,

or for any additional purchasers, in regards to the exam findings. The Consignor wishes to have The Farm administer

treatment for the .issue/problem.that was found in the purchase exam and agrees to pay The Farm for such expenses,and reassess the agreed upon Consignors Payout price after treatment(avail. For treatable issues only)

c. The Consignor agrees to pay for necessary X Ray films to determine the severity of the problem. If the problem is

determined to NOT be a reason for failing the exam, the xrays are paid for by the Purchaser. If the problem is indeed

concluded with the verification of X Rays, The Consignor agrees to purchase/pay for such X Rays.

16.) Exercise: Consignor agrees to let The Farm determine the direction and suitability of marketing (English vs. western,

show vs. trail,etc). and Consignor agrees to let The Farm’s judgments take precedence on the training and riders. Consignor

also agrees that The Farm may take the horse off the property to either a)campaign on a trail ride or show, or b) take to

another facility (indoor, trainer, etc)

17.) It is agreed that the Consignor shall either remove any prior advertisements for the horse or change the price to reflect

The Farm’s advertised price.

18.) We recommend and would rather have the horse arrive at the farm without shoes. This way we can decide if we want to

market the horse as a show prospect with aluminum shoes, or as a trail horse with steel shoes.

The current farrier rates are as follows:

Steel on front feet, trim back feet\_\_\_\_\_\_\_\_\_\_\_\_ Steel on all four feet\_\_\_\_\_\_\_\_\_\_\_\_ Aluminum on front feet, trim back

feet\_\_\_\_\_\_\_\_\_\_\_\_ Aluminum on front feet, steel on back feet\_\_\_\_\_\_\_\_\_\_\_ Trim all four feet\_\_\_\_\_\_\_\_\_

19.) The Consignor shall keep the said horse free and clear of liens and encumbrances while it is at The Farm. The Consignor

warrants that they have the clear title to the horse and no monies are owed, and that the Consignor has permission to sell the

horse, as well as permission to be marketed by The Farm.

20.) Power of Attorney: Consignor hereby makes, constitutes, and appoints The Farm as his true and lawful Attorney with

exclusive rights to sell Consignor’s horse under the terms and conditions above described and for the express purpose of

effecting the sale of said horse. Consignor also notes that once a deposit is made on the Consignor’s horse that the Consignor can not void this consignment agreement or decide to take the horse off the market at that time. The purchase contract and deposits made by purchasers are legal and binding, and may only be voided if the Purchaser and Consignor agree to do so.

21.) Should either party breach this agreement the other party shall have the right to receive from said breaching party

attorneys fees and court costs related to such breach.

22.) Emergency Care: The Farm agrees to attempt to contact The Consignor should The Farm feel that medical or farrier

treatment is needed for the horse, but, if The Farm is unable to contact the Consignor, The Farm is then authorized to secure

emergency veterinary or blacksmith care required for the health and well being of said horse. All costs of such care secured

shall be paid for by The consignor within fifteen days from the date The consignor received notice thereof, or The Far is

authorized, as The Consignors agent, to arrange direct billing to The Consignor, in which The Farm will not be responsible

for unpaid balances, if such should occur, these balances will become a lien on the horse, and will be taken out of the Initial

Agreed Payment, as well as 18% of the total bill per month owed. If emergency care is needed, Consignor may also refer to

section 10)

23.) If the horse stays at the farm on consignment and The Farm feels it is in the best interest to NOT market the said horse any longer,

The Farm shall notify Consignor of such decision by mail and telephone and they will have (1) month(30 days) to arrange contact The

Farm and pickup, arrange delivery, or transfer the said horse back into the custody of the Consignor, and all monies incurred(less

marketing fees and additional board other than consignment standard board) will be paid to The Farm while the horse was at The Farm. If

however no contact can be made, and 30 days has passed with no response from the Consignor, it is hereby notified that The Farm may

sell the horse for what The Farm deems appropriate and send the Consignor HALF of the proceeds from the sale of the horse. This clause

is in here because I have had some people LEAVE the horse at the farm and make NO contact!

**Initial to signify that you understand the above statement in particular x\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Horse is Insured through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Policy

No#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signed

by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, owner of the referenced horse)

Agreed on this date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***Owner of the Horse/Consignor***

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Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I have read and understand the terms of this contract\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agent/Brokers Contact information:

Ralena Smith

139 China Trail – Mt. Airy, NC 27030

Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

336-374296

dblcreekfarm@aol.com or

www.doublecreekfarm.net