



TERMS OF CONSIGNMENT

- Horses must be evaluated before being consigned. Horse will have board paid and be left for 2 week at Sandy Smyth’s facility for evaluation on the ground and under saddle. If horses are purely to be evaluated and not “trained,” they should be expected to be ready to go for sale. Horses that are not trained to the level necessary to complete a sale will need to be in training before being considered ready for sale. General guidelines are horses for sale under \$3,000 are considered projects to some level, \$3,000-\$5,000 horses should be able to do at least basic arena maneuvers w/t/c, stop and back up, as well as basic body control. Horses priced over \$5,000 are specialty horses with either specialty bloodlines or training that will lend them to more upper level work.
- Any owner leaving any horse for consignment must disclose any bad habits or vices of said horse.
- Owners are recommended to leave a blanket/sheet for their horse, so that it can be properly fitted for sale. Grain and supplements may also be left.
- Any horse that may fit the description of a “problem horse” must receive training prior to being sold. This would be an absolute minimum of 30 days before even being considered for consignment.
- For registered horses, all transfers and paperwork must be ready to go for the new owner. Originals or copies must be provided.
- Owner understands that **there is no guaranteed period of time in which the horse will be sold**. Owner will be responsible for care of the horse while they are listed for sale, including, but not limited to farrier work, de-worming, and veterinary expense. Training/ride time will also be the owners responsibility.
- Horses sold while in a training program will be charged a 10% commission. If horse is not in a training program while listed for sale, they must be pre-approved and commission price will be adjusted to cover all possible time and effort that may be expended on prepping, conditioning, and marketing sale horse. This option is not available to all horses.
- This agreement must be completed IN FULL before horse will be considered for consignment.



Horse Consignment Agreement

Owner: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Evening 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 this time period: _____

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 Sandy Smyth, 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 _____% commission on sales price.
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, weave, crib, wind-suck or roar, 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 be responsible for any costs incurred by said horse, including, but not limited to the cost of feed and board, vet and farrier expenses.
9. The Seller will forward, to the Broker, upon signing this contract, the following:
 - a. A check for \$_____ for web page set up and advertising fees.
 - b. A copy of original registration certificate.
 - c. Information on horses show and/or production record, a current video and professional looking photographs (if available).
10. 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 breed association within five working days from the date of the sale transaction.
11. 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 Yuba, and shall be interpreted, enforced and transacted under the laws of the State of California.

This contract entered into on the Date of Acceptance: _____

Horse Owner's Signature: _____

Trainer's Signature: _____

Sandy Smyth

Sandy Smyth Training
2678 Hooper Road
Marysville CA 95901
(916) 295-7116

sandysmythtraining@hotmail.com
<http://sandysmythtraining.web.officelive.com>

Horse Information

Barn Name: _____

Riding Discipline: _____

Reason for Sale: _____

Horse's Strong Points: _____

Areas for Improvement: _____

Is this horse best suited for a beginner / intermediate / advanced rider? (circle one)

Most recent vaccination history and date: _____

Health History: _____

Attending Veterinarian and contact: _____

Shoeing requirements: _____

Date of last farrier service: _____

Attending Farrier and contact: _____

Additional Information: _____
