

## Sales Contract

Owner:

- (1. Name)
- (2. Full address)
- (3. Full phone)
- (4. Email)

Agent:

Jenny Jelen at Jenny Jelen Equestrian  
636298 Prince of Wales Road  
Mulmur, Ontario  
L9V 0B9  
705.562.3187  
jennyjelen55@gmail.com

(5. DATE), 2022

The Owner agrees to provide the Agent with (6. Horse Name), a (7. year of birth) (8. colour) (9. height) (10. breed) (11. gender), registered with (12. Breed Registry, including pedigree, if applicable) for the purpose of sale. A completed Sales Contract and Intake Form are required to be received prior to the arrival of the horse. The horse is to arrive in good condition, with suitable apparel for the season, as well as leather or breakaway halter to be sold with the horse. The Owner is to provide as detailed a medical history as possible, including but not limited to date of most recent vaccinations (and with which vaccinations the horse was vaccinated with), any surgeries, date of last deworming, date of last farrier, and any outings the horse has been on, and any other information that could be relevant during a pre-purchase exam.

The Owner agrees to disclose an optimal sale price, in the range of (13. \$\$\$ - \$\$\$\$\$), as well as a "bottom line" price of (14. \$), and whether they are required to collect HST (15. HST yes or no) to the Agent, as well as any other terms of sale (15. *in case owner has any particular requests for the buyer of the horse (ie. show home only, no lesson programs, etc.)*) in order to ensure the sale to a suitable home in a timely manner, prior to the arrival of the horse.

The Agent agrees to market and campaign the horse for sale, for (16. use intended in sport, recreational and/or pleasure riding, breeding, companion, etc), for the optimal sale price, to suitable buyers.

*Please note that additional purchaser requests, or sale for intended purpose, could impact value, in turn reflecting the final sale price of the horse.*

The Owner will cover Board at Cost, a fee of \$1000/month+HST, upon arrival of the Horse. The Agent *may* offer to provide Board at Cost at a day rate of \$33.33/day+HST if

the horse sells mid-month.

The Owner is providing the horse in good health and weight and condition, currently in a program comparable to what it will go on to do, and able to be marketed for sale within 10 days of arriving at the Agent's facility. If the horse arrives unprepared for sale, the Agent and Owner can discuss a suitable time period, which may be subject to full training rates of \$1,350/month+HST. At the time the horse is deemed suitable for sale, the Agent will notify the Owner and bill at Board at Cost rates (\$1,000/month+HST).

The horse is to arrive up to date on routine vaccinations and veterinary work as well as farrier. The Seller is responsible for providing proof of vaccinations (hard copy or via email to jennyjelen55@gmail.com), prior to the arrival of the horse, in order to facilitate the sale, as well as to ensure biosecurity at the Agent's farm.

The Agent advises the Owner conduct a preliminary pre-purchase exam (including x-rays), prior to arrival of the horse. The Owner is not obligated to perform a veterinary exam, however, findings on a pre-purchase can dramatically impact the selling price of the horse. It is in the best interest of the Owner to ensure the horse will "vet" for its intended purpose, or findings are known prior to listing for sale. The Owner agrees that the horse may be subject to a pre-purchase exam by a vet of the prospective Buyer's choosing.

In the event the Agent and Owner agree that a show record or off-property schooling experience would be of benefit to the sale of the horse, the Owner agrees to cover show and/or schooling fees, as well as trailering and stabling, if applicable. The Agent agrees to consult with the Owner prior to arranging any outings.

The Owner agrees to provide any registration papers or proof of identity belonging to the horse, if applicable, as well as a detailed medical history as possible on the horse, as well as any supplements or care products required for the well being of the horse. The Owner confirms they are the sole owner, and are able to sell the horse.

Farrier and veterinary costs are the responsibility of the Owner, while the horse is in care of the Agent. Any farrier and vet services will be fully communicated from the Agent to the Owner prior to hiring. In case of emergency, the Agent will make all efforts to inform the Owner; if the Owner can not be reached, the Agent will take necessary actions required to provide the horse appropriate care.

If at any time the Agent deems the horse unsuitable for sale, or if the horse sustains an injury or accident deeming it unsuitable for sale, the Agent will communicate with the Owner to make alternative arrangements. In the event the Owner opts to keep the horse, after the Agent has began a training program for the horse, the Agent may bill the Owner a day rate, comparable to the Training Board fee of \$1350/month+HST. If the Owner does not accept a sale offer within the specified requirements, the Agent has the right to return the horse to the Owner at the Owner's expense and bill for Training Board.

The Agent agrees to openly communicate with the Owner regarding interested buyers, proposed offers and general updates on the horse.

*The Agent is to receive 10% of the final sale price at the time of sale.*

Owner:

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Agent:

**jjelen**

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Jenny Jelen