

Farm Star Equine Services

Equine Consignment Sale Agreement

This Equine Consignment Sale Agreement (the "Agreement") is being entered into by Rachel Cleary ("Seller") of 109 S Garfield street Wingate, IN 47994 and _____ (name) of _____ (address), _____ (city), _____ (state) _____ (zip) ("Owner") on _____ 2026.

1. **Purpose of the Agreement.** Owner wishes for seller to market and sell the horse set forth in section 2.1 on Owner's behalf. Seller agrees to market and sell such horse pursuant to the terms and conditions set forth in this Agreement.

2. **The Horse and its Condition.**

2.1. **Horse.** This Agreement shall apply to _____ (registered name) _____ (breed) _____ (reg.No) _____ (color) _____ (gender) _____ (year foaled)(the "Horse")

2.2. **Horse's Physical Condition.** Except as specified in this section, to the best of the Owner's knowledge, Horse is currently sounds and in good physical condition, and Horse has no previous illnesses, lamenesses or other physical conditions that may affect his current or future performance.

Exceptions: _____

2.3. **Horse's Behavior.** To the best of Owner's Knowledge, Horse has never had any of the following behavioral issues: Biting , striking, spooking, laying down with rider on its back, bucking, pulling back, bolting, spinning , rearing, barn/herd sourness, head shyness, refusal to jump, crunchiness, trailer loading issues, problems standing for farrier or vet, problems bathing, clipping or trimming, stall weaving, cribbing, or wind sucking. Exceptions:

2.4. **Ownership of Horse.** Owner warrants that owner is the sole lawful and registered owner of Horse, owns Horse free of any liens and encumbrances, and has all the requisite rights and powers to enter into this Agreement. Exceptions:

3. **Consignment of Horse.** The following provisions shall apply to the Consignment Period.

3.1. **Consignment Period.** At OWner's expense, Owner agrees to deliver Horse to Seller at the beginning o the Consignment Period, and Seller shall retain possession of horse for the Consignment Period, which will be one of the following:

3.1.1. A fixed time period beginning on _____ and ending on _____.

3.1.2. An open ended period beginning _____ and ending on the date that Horse is sold pursuant to this Agreement or a date upon which the parties mutually agree in writing, whichever date occurs first.

Notwithstanding and period set forth in this section, the Consignment Period is subject to termination set forth in Section 9.

- 3.2. Location Of Horse.** Unless Seller and Owner mutually agree otherwise, or unless the Agreement is terminated pursuant to Section 9, Horse will remain at Seller's facility, and in Seller's care, study, and control (except as otherwise required for shows or veterinary care).
- 3.3. Standard of Care.** While Horse is in Seller's care, custody, and control, Seller shall use reasonable care in caring for the Horse, including but limited to providing a safe, clean, dry environment for Horse as well as regular and adequate food and water, veterinary care (Owner's Expense), farrier care (Owner's Expense), grooming, and exercise, and or training. While Horse is in, custody and control, Seller agrees to arrange for all reasonable vet, farrier care including routine and emergency care, for Horse. In the event that Horse requires emergency care or other non routine vet care, Seller shall notify Owner immediately, if possible prior to the care being administered. If Seller is unable to reach Owner promptly, Seller may arrange for non-routine veterinary care.
- 3.4. Horse's Fitting.** Following Horse's arrival at Seller's facility pursuant to the Agreement, Seller agrees to use reasonable efforts to fit such Horse for resale including training, conditioning and grooming.
- 3.5. Damage to Seller's Property or Facility.** Owner agrees that Owner will pay for any damages to Seller's property or facility caused by Horse, except for damage that is normal wear and tear. For example, if Horse kicks down his stall door, Owner will pay to replace the door. Similarly, if Horse runs through a fence the Owner will pay to repair the fence. All Amounts owed by Owner pursuant to this section are due upon receipt by Owner of an invoice from Seller.
- 4. Horse Shows and Other Events.** Seller and Owner may choose to enter Horse in competitions during the Consignment Period. The following provisions shall govern any such competitions.
- 4.1. Competition Plan.** Prior to entering or exhibiting Horse in any competitions, Seller and Owner must confer and agree in writing upon the competitions, and, within competitions, the specific events, in which Horse will compete ("Competition Plan).
- 4.2. Entries and Fees.** As the Horse's physical condition permits, Seller shall enter and exhibit Horse in the competitions as specified in the Competition Plan. Seller shall use best efforts to meet all the entry deadlines so as to receive the lowest possible rates and avoid late entry penalties. Upon request of the Seller, Owner shall provide one or more open checks for payment of show expenses, and Owner shall pay the cost of the Horse's entry fees as well as all stall fees, drug test fees, and other fees charged by the competition with respect to the Horse. For all costs that may be incurred by Seller in connection with the competition, such as payments to grooms, braiding, banding, hauling, Seller's meals and lodging, Owner shall pay Seller's then-applicable rate or Horse's pro rata share of expenses, as indicated by Seller. Upon Owner's request, Seller shall produce receipts for Horse's expenses.
- 4.3. Awards.** Owner shall be solely responsible for identifying the breed associations and other organizations in which Owner wishes for Horse to be eligible for points or other recognition and for fulfilling the requirements of such recognition programs. Upon request by Owner, Seller shall comply with all reasonable requests for documentation and other requirements of recognition programs within the control of Seller.
- 4.4. Winnings.** All prize monies, ribbons, trophies or other winnings won by Horse shall be the property of Owner unless the parties mutually agree otherwise in writing. Seller shall deliver such winnings to Owner within 30 days following the applicable competition and Owner shall be responsible for any shipping charges.
- 5. Payment of Horse's Expenses.** Seller's rates as of the date of this Agreement are as specified below.

- 5.1. Board.** Owner shall pay for the cost of boarding Horse at Sellers's facility at the then- current boarding rates.
- 5.2. Training.** Owner shall pay for the cost of training at Seller's then- current prorated training rates plus 10% commission of sale of Horse.
- 5.3. Riding Lessons and Coaching.** If Seller provides Owner with any coaching, lessons with respect to the Horse, Owner shall pay the costs of such coaching and/or lessons at the Seller's then-current rates.
- 5.4. Vet and Farrier Expenses.** Owner shall be sole responsible for the cost of all vet and farrier care administered to Horse during the Consignment Period. Owner shall be responsible for the cost of any emergency to non- routine vet and farrier care administered to Horse during Consignment Period.
- 5.5. Competition Expenses.** Owner shall pay Horse's competition expenses as specified in Section 4.
- 5.6. Other Expenses.** Owner shall pay all other expenses with respect to the Horse, including but not limited to tack and equipment.
- 5.7. Payment of Expenses.** Owner shall be responsible for prompt payment for all expenses in this section 5 upon receipt of an invoice from Seller.
- 6. Marketing of Horse.** The following items shall apply to the Consignment Period.
- 6.1. Asking Price.** Unless the parties mutually agree otherwise in writing, the price at which Horse will be offered for sale is \$ _____ (the "Asking Price"). Seller shall market and advertise Horse to all parties at the Asking Price.
- 6.2. Evaluation Period.** Within 7 days of after Horse arrives at Seller's facility pursuant to this Agreement, Seller will evaluate Horse's resale potential (such seven-day period, the "Evaluation Period"). During the Evaluation Period, Seller may terminate this Agreement upon notice to Owner pursuant to Section 9. If, as a result of Seller's evaluation, Seller believes that Horse's fair market value is either higher or lower than the Asking Price, Seller will contact Owner to discuss the matter prior to the end of the Evaluation Period. Any changes in the Asking Price are subject to section 6.3; provided, however, that if the parties are unable to agree in writing upon an Asking Price at the conclusion of the Evaluation Period, this Agreement will terminate pursuant to Section 9.1.
- 6.3. Changes in Asking Price.** If either party wishes to change the Asking Price at any time, such party must notify the other party in writing of the desired new Asking Price, along with an explanation of the reasons for such change. The parties must mutually agree in writing upon any changes in the Asking Price. If the party are unable to agree upon a change, the amount of the Asking Price will remain the last Asking Price upon which the parties mutually agreed in writing.
- 6.4. Marketing and Advertising of Horse.** By the end of the Evaluation Period, Owner and Seller shall mutually agree upon a written marketing and advertising plan for Horse (the "Plan") and Owner's and Seller's respective roles in executing such Plan.
- 6.4.1.** Seller shall be solely responsible for costs associated with executing the Plan, including videography and photography.
- 6.5. Exclusive Right to Sell.** Seller shall have the exclusive right to market and sell Horse. If Horse is sold by any means during the Consignment Period, Seller shall be entitled to the Commission, regardless of how the sale originated. To the extent that the Owner may have entered into any other commission or finders' fee arrangements with third parties, Owner is solely responsible for payment of such parties and understands that no such third parties will be entitled to any portion of the Commission. To the extent that the Seller may enter into any commission or finders' fee arrangements with third parties, Seller is solely responsible for payments of such parties.

- 6.6. Inquiries.** Owner must route all inquiries and offer about Horse to Seller. All advertising for Horse must name Seller as contact person. Seller will promptly respond to all inquiries from all prospective purchasers and fulfill all reasonable requests for information, photos, video etc.
- 6.7. Showing Horse to Prospective Buyers.** Seller shall promptly accommodate all reasonable requests from prospective purchasers to view and evaluate Horse. Seller may refuse to allow any person to ride or handle Horse if Seller reasonably believes that such activity may present danger to horses or people. Seller may require any prospective purchaser to complete a liability release before riding Horse. Seller shall ensure that Horse is appropriately groomed and tacked for all viewings, and that Horse is exhibited btw Seller to Seller's employees to the best of Horse's ability.
- 6.8. Receipt of Offers.** If Seller receives any offer to purchase Horse, Seller will notify Owner of the offer and its terms within 24HRs. Owner must respond to Seller within 24HRs of receipt of such notification. Both parties understand that notwithstanding these time limits, time is often of the essence in negotiating horse sales and therefore the parties agree to communicate as quickly as possible.
- 6.9. Offers at or Above Asking Price.** If Seller receives an unconditional offer to purchase Horse that meets or exceeds that Asking Price, Seller shall have the sole and absolute discretion to accept offer on Owner's behalf.
- 6.10. Conditional Offer, Non-cash Offers and Offers Below Asking Price.** If Seller receives an offer (or counteroffer) to purchase Horse and the purchase price being offered is less than the Asking Price, the offer is not all cash (e.g., where another horse is offered in trade for Horse) or the offer is conditional (e.g., upon a pre-purchase trial period, a vet check or payment installments) Seller and Owner must confer and discuss the terms of the offer or counteroffer. Seller and Owner may agree to accept the offer, reject the offer or present a counteroffer. If Seller and Owner cannot agree, the offer must be rejected.

7. Execution of Sale.

- 7.1. Sale Contract.** Once Owner and Seller have agreed upon the ultimate sale price of Horse (the "Sale Price") pursuant to either Section 6.9 or 6.10, Owner will execute a form of written sale contract (the "Sale Contract") Selected by the Seller, or, if the Seller does not have such a form available, the Owner may select the form of sale contract. Owner understands and agrees that Owner must be a party to the Sale Contract, Seller will not be a party to the Sale Contract, Seller will not execute the Sale Contract as Owner's Agent, and the Sale Contract may contain statements releasing Seller from any liability in connection with the sale. Owner will be responsible for signing two copies of the Sale Contract and returning them to Seller within two (2) days of acceptance of an offer to purchase Horse. As soon as possible and in no event later than the date that Horse leaves Seller's facility, Seller will procure the purchaser's signature for both copies of the Sale Contract, providing one fully executed Sale Contract to each of Owner and purchaser within two (2) days of completion. Owner shall promptly fulfill any other obligations that Owner may have pursuant to the Sale Contract.
- 7.2. Registration Papers and Transfer.** As soon as possible after acceptance of an offer to purchase Horse and in no event later than the date that Horse leaves seller's facility, Owner will provide Seller with all appropriate registration transfer forms, Horse's original registration papers, and, if applicable, Horse's passport. Seller will then deliver such documents to the purchaser according to the terms of the Sale Contract.
- 7.3. Receipt of Purchase Price.** Within (2) business days after receipt of the Purchase Price, Seller shall deliver the Purchase Price to Owner, less the Commission (as defined in section 8) and any amounts that Owner may owe Seller pursuant to this

- Agreement. Delivery may be in the form of a wire transfer, cashiers check, cash, Venmo, PayPal, or personal check.
8. **Sale Commission.** Owner agrees that as compensation for marketing Horse, Seller shall be entitled to compensation (the "Commission) at 10% of sale price.
 9. **Termination of the Agreement.**
 - 9.1. **Sellers Right of Termination.** Seller may terminate this Agreement at any time, for any reason, and in Seller's sole and absolute discretion, by notifying Owner pursuant to Section 13. Upon receipt of notice of termination, Owner must take possession of Horse within 7 days or, if longer, within such other period as specified in the written notice. Termination shall be subject to liquidation as specified in Section 10.
 - 9.2. **Owner's Right of Termination.** Upon 7 days prior to not to Seller, Owner may terminate the Agreement at any time and in Owners sole discretion, such termination shall be effective on the 7th day following SELLER's receipt of such notice to the termination date specified in the notice, whichever date is later. Owner must take possession of Horse on effective date. Upon termination of this agreement Owner is responsible for back paying "prorated training" at \$5/day for days that Horse was under Sellers care.
 - 9.3. **Termination Upon Loss or Injury of Horse.** Either party mat terminate the Agreement immediately upon written notice to the other party if, during the Consignment Period, Horse becomes injured to an extent that would reasonably be expected to have a negative impact on Horse's resale value or Horse dies. If Horse fiesta while in Seller's possession, Owner will be held responsible for all removal/ rendering charges as we'll as all other expenses as provided in this Agreement. If Horse is injured, Owner will take possession of Horse upon the effective date of the termination.
 - 9.4. **Payment go Fees.** Owners understands and agrees that prior to removing Horse from Seller's possession, Owner must pay all amounts owed by Owner pursuant to this Agreement.
 - 9.5. **Removal of Horse upon Termination.** Owner understands and agrees that all amounts due to Seller under this Agreement must be paid in full before Owner will be permitted to remove Horse from Seller's facility. If horse remains at Seller's facility on the 30th day after the termination date of this Agreement, horse will automatically become the property of the Seller and Owner agrees to forfeit OWner's interest in Horse, regardless of the value of Horse. Accordingly , Seller may sell, transfer, give away or otherwise dispose of Horse without further notice to or permission from Owner, and Seller Amy retain any and all proceeds to apply against amounts owing to Seller from Owner as as compensation for administering the sale, transfer, donation, to disposition of Horse, with no amounts to be retuned to Owner. Owner agrees to take such steps as may be necessary to transfer title to Horse to Seller, including execution of breed registry transfer forms and delivery of original registration papers, and, if applicable, Horse's passport, to Seller. Owner agrees that Seller has no obligation to notify Owner of the presence of Horse at Seller's facility, or others notify Owner before Horse becomes the property of Seller. Any notifications from Owner to Seller will have no effect on the operation of this Section 9.5 unless Seller agrees to any modifications in accordance with Section 12. To the extent that any law or regulation may provide for rights and duties beyond those set forth in this Section 9.5, the parties agree to waive such rights and duties and agree that this Section 8.5 will control.
 10. **Liquidated Damages Upon Termination.**
 - 10.1. **Termination During Consignment Period.** If Owner terminated the Agreement during the Consignment Period other than pursuant to Section 9.3, Owner shall pay Seller the Commission prior to taking possession of the Horse. If Seller terminated

the Agreement during the Consignment Period or if either party terminated the Agreement pursuant to section 9.3, Seller shall forfeit the Commission.

11. Risks of Loss and Indemnification.

11.1. Risks of Loss or Injury to Horse. Effective as of the date of this Agreement, Owner assumes all risk of loss or injury to Horse, except to the extent caused by a negligent act or willful misconduct of Seller, Seller's agent, contractor or employee. Owner agrees that Owner is solely responsible for insuring against all losses regarding Horse, including mortality, major medical and loss of use.

11.2. Risk of injury or Death to Seller. Seller understands that equine activities are inherently dangerous and expressly assumes the risks associated with handling, caring for and riding Horse. Seller understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick, or otherwise act in a way that may injure Seller or others. Accordingly, Seller agrees upon behalf of Seller, Seller's owners, officers, directors, heirs, successors, assigns, employees, agent and contractors (collectively, the "Seller Parties"), not to Sur Owner or Owner's owners, officers, directors, heirs, successors, or assigns or otherwise make a claim against such parties in connection with Horse's actions and/or failure(s) to act.

11.3. Owner's Agreement to Indemnify Seller. Owner shall defend, indemnify and hold the Seller Parties harmless against all third party claims, demands, and causes of action, including court costs and attorneys' fees, directly or indirectly arising out of this Agreement to connected with Horse.

12. Amendments and Modifications. The Parties may amend this Agreement only by a written agreement executed by all parties.

13. Notice

13.1. Form of Evidence. Notices given pursuant to this agreement must in writing to the addresses below and delivered via a method that provides evidence of a receipt, such as Federal Express. Email shall not be considered effective notice unless acknowledged by the receiving party.

13.2. Notice to Seller. All notices must be delivered to Seller at the following address: Rachel Cleary 109 S Garfield Street Wingate, IN 47994. (765) 401-6057 farmstarequineservices@yahoo.com.

13.3. Notice to Owner. Notices must be delivered to Owner as the following address:

Name: _____

Address: _____

Email: _____

Phone Number: _____

13.4. Changes in Contact Information. Until all obligations under this Agreement are completed, each party shall have the duty to notify the other parties immediately upon a change of contact information. If a party does not provide the other parties with notice of such changes, notice delivered to the last contact information given under this Agreement shall be considered proper notice provided that the other conditions of this section have been met.

14. Assignment Or Transfer. No party may assign or transfer their Agreement without the prior written consent of the other parties.

15. Entire Agreement. This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

16. Governing Law and Venue. This Agreement shall be governed by the laws of Indiana. The parties hereby agree that any legal action under the Agreement must be brought in Montgomery County, IN.

- 17. Attorneys and other Expenses.** In any legal actions brought in connection with this Agreement, the prevailing party(ies) will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party(ies). For the purpose of this section, "expenses" will include the following costs actually incurred by the prevailing party(ies): attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.
- 18. Severability.** If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, In lieu thereof there shall be added a provision as similar in terms to such legal, invalid and unenforceable provision as may be possible and be legal, valid, and enforceable.

Seller:

Owner:

Signed:

Signed: _____



Printed: _____

Printed: Rachel Cleary