



EQUINE CONSIGNMENT

SALES CATEGORIES

- As of 2022, the general guidelines are horses for sale under \$3,000 are considered projects/aged/quirks/unbroke/not papered to some level. These horses generally aren't worth putting into a consignment program unless the goal is mainly a good home for the horse, not profit.
- \$3,000-\$5,000 aged horses should be rideable, but likely won't have more than general training. These horses may not be registered, may have conformation flaws, or not be solid in their training. This is also a starting price point for decent young prospects getting ready to go out into the world.
- \$5,000-\$10,000 horses are nice, ready to go riding horses that are closer to the ideal height, temperament, age, and training that most buyers are seeking. This is the price point that most buyers are looking at to buy an amateur friendly riding partner with enough life experience that they don't need a trainer holding their hand. Quality prospects that are registered and capable of going out as show prospects may also fall under this price point.
- Horses priced over \$10,000 are breaching the realm of excellent quality, registered, competitive horses that likely have a fair amount of training under their belt and likely show experience.

TERMS OF CONSIGNMENT

- Horses must be evaluated before being consigned. Horse will be in a paid 30 day program at the Stone House Ranch, in which the horse will be evaluated for the first two weeks on the ground and under saddle, as well as have photo and video taken for advertising purposes.
- 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 through this program.
- Any owner leaving any horse for consignment must disclose any bad habits or vices of said horse.

- Owners are recommended (but not required) 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. Horses with severe problems may not be eligible to be sold through Sandy Smyth Training and the Stone House Ranch or at best may only be “rehomed.” These horses would be placed looking for a “good home,” but likely won’t have a profit margin.
- 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.
- Horses must remain in some sort of training program to be eligible for consignment to keep the horse looking their best and acting their best.
- Horses sold while in a training program will be charged a 10% commission.
- **This agreement must be completed IN FULL before horse will be considered for consignment.**

You may keep these first two pages for your records.



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: _____

(If you are not sure, put an ideal or range – we may talk about this and adjust if we need to complete evaluation before determination)

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, hereinafter referred to as the "Seller" and Sandy Smyth-Reedy, 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 **10%** 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.
 - i. As of 2022, Dreamhorse advertising starts at \$20. Other venues depend on marketing avenues of the specific horse.
 - 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. 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 El Dorado, and shall be interpreted, enforced and transacted under the laws of the State of California.

This contract entered on the Date of Acceptance: _____

Horse Owner's Signature: _____

Trainer's Signature: _____

Sandy Smyth-Reedy

Please bring page 3-5 of this document with you when you drop your horse off for consignment and evaluation. You may also be required to complete a training contract and release of liability.

Stone House Ranch

Sandy Smyth Training

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