



PARKWOOD EQUESTRIAN CENTER, LLC

1800 East 49<sup>th</sup> South



Idaho Falls, Idaho 83404

208-520-1850

AGENCY/SELLER/COMMISSION AGREEMENT

This agency/seller/commission agreement, hereafter "Agreement" is made effective as of \_\_\_\_\_, 20\_\_ by and between Parkwood Equestrian Center, LLC, hereafter (Parkwood) of Idaho Falls, Idaho, and \_\_\_\_\_, of \_\_\_\_\_, hereafter (Owner).

A. Whereas, Parkwood is engaged in the business of owning, training, boarding and selling horses. Sally Parks is the managing member of Parkwood.

B. Whereas, Owner desires to retain the services of Parkwood and Sally Parks as his/her/their agent for the purpose of selling the horse identified as \_\_\_\_\_, and acknowledge that I am the legal owner of \_\_\_\_\_, and have provided to Parkwood written proof of ownership.

C. Whereas, Parkwood and Sally Parks being willing to act as agent of Owner, for the purpose of selling the above described horse.

Therefore, the parties agree as follows:

**AGENCY:** \_\_\_\_\_, hereafter (Owner), hereby retains the services of Parkwood and Sally Parks to act as agent in the selling of the above described horse.

Parkwood shall provide the following services:

1. Advertising and marketing of said horse.
2. Boarding of said horse (subject to execution of Parkwood's Boarding Agreement), with Owner to pay to Parkwood the costs of boarding and all other charges as per the boarding agreement.
3. Exercising, training and showing of said horse, as determined by Parkwood with OWNER to pay Parkwood its reasonable fees for said services as set forth in the Training Agreement to be executed between the parties hereto.

**ADDITIONAL AUTHORITY:** Agent is hereby authorized to execute all documents necessary to complete the sale of said horse to the buyer, including, but not limited to, all documents necessary to obtain a brand inspection, and to collect the purchase price and deduct therefrom, the commission per this agreement, all unpaid boarding, training and out of pocket expenses to seller with any additional fees/payments as outlined hereinafter.

**COMMISSION:** For the services provided by Parkwood as agent under this agreement, OWNER will pay Parkwood a commission of **15%** of the gross sales price, plus reimbursement of all out of pocket expenses incurred in advertising/marketing said horse, transporting said horse, training, exercising, and all other reasonable expenses incurred.

**ADDITIONAL PAYMENTS/FEES:** In addition to the commission and reimbursement of expenses under the preceding paragraphs, Parkwood shall be entitled to receive as fees hereunder, all amounts obtained by Parkwood in selling the above described horse, above the listed/advertised sales price set by OWNER.

**ACCOUNTING:** Parkwood shall maintain records in sufficient detail for purposes of determining the amount of the commission and all out of pocket expenses incurred. Parkwood shall, upon request provide to OWNER a written accounting that sets forth the manner in which the commission and the out of pocket reimbursements were calculated.

**CONDITION OF HORSE:** OWNER hereby represents that said horse is sound and has no problems with overall health, temperament, lameness, etc. and not problems with registration papers. If said horse has any of the above problems or other problems, the same have been disclosed to Parkwood and they are disclosed as follows:

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**INDEPENDENT CONTRACTOR:** Parkwood is strictly an independent contractor, not an employee of OWNER.

**NO GUARANTEE OF SALE:** Parkwood makes no guarantee to Owner of a sale and makes no guarantee that a buyer will be found or that a sale will be consummated.

**ENTIRE AGREEMENT:** This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

**AMENDMENT:** This agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

**TERMINATION:** This agreement may be terminated by either party with thirty (30) days prior notice. If this agreement is terminated prior to a sale being completed, Parkwood shall be entitled to all payments under this agreement except the commission, including but not limited to: boarding fees, advertising/marketing of said horse, transporting of said horse, training, exercising, showing, and all other out of pocket costs incurred prior to the date of termination and for which Parkwood has not yet been paid.

**SEVERABILITY:** If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provisions it would become valid or enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHT:** The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to enforce and compel strict compliance with every provision of this agreement.

**THE LAW:** This agreement shall be governed by the laws of the State of Idaho. In the event either party commences litigation to enforce any terms hereof, or to seek damages for alleged breach of contract by the other party, then both parties agree that any legal action shall be brought in the Stat Court of Idaho and submit to the jurisdiction thereof.

Parkwood Equestrian Center, LLC.

By:   
Sally Parks, Manager Member

Date: \_\_\_\_\_

\_\_\_\_\_  
Owner/Seller/Principal

Date: \_\_\_\_\_