



## AGENCY/SELLER/COMMISSION AGREEMENT

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

A. Whereas, Ethos Equestrian, LLC is engaged in the business of owning, training, boarding and selling horses. Nadia Tanner is the managing member of Ethos Equestrian, LLC.

B. Whereas, OWNER desires to retain the services of Ethos Equestrian, LLC 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 Ethos Equestrian, LLC written proof of ownership.

C. Whereas, Ethos Equestrian, LLC 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 Ethos Equestrian, LLC to act as agent in the selling of the above described horse.



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Ethos Equestrian, LLC shall provide the following services:

1. Advertising and marketing of said horse.
2. Boarding of said horse (subject to execution of Ethos Equestrian, LLC's Boarding Agreement), with **OWNER** to pay to Ethos Equestrian, LLC the costs of boarding and all other charges as per the boarding agreement.
3. Exercising, training and showing of said horse, as determined by Ethos Equestrian, LLC with **OWNER** to pay Ethos Equestrian, LLC its reasonable fees for said services as set forth in the Horse Boarding 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 Ethos Equestrian, LLC as agent under this agreement, **OWNER** will pay Ethos Equestrian, LLC a commission of **10%** of the gross sales price, plus reimbursement of all out-of-pocket expenses incurred in any unpaid veterinary or farrier bills of said horse, transporting said horse, any additional training (i.e. clinics, show fees, etc.), and all other reasonable expenses incurred.

**ACCOUNTING:** Ethos Equestrian, LLC shall maintain records in sufficient detail for purposes of determining the amount of the commission and all out of pocket expenses incurred. Ethos Equestrian, LLC shall provide to **OWNER** a written accounting that sets forth the sale price and 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 no problems with registration papers. All problems must be disclosed to Ethos Equestrian, LLC prior to executing this agreement.



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**INDEPENDENT CONTRACTOR:** Ethos Equestrian, LLC is strictly an independent contractor, not an employee of **OWNER**.

**NO GUARANTEE OF SALE:** Ethos Equestrian, LLC 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, Ethos Equestrian, LLC shall be entitled to all payments under this agreement except the commission, including but not limited to: boarding fees, transporting of said horse, training, exercising, showing, and all other out of pocket costs incurred prior to the date of termination and for which Ethos Equestrian, LLC has not yet been paid.

**SEVERABILITY:** This AGREEMENT shall be enforced to the greatest extent possible consistent with the laws of the State of Idaho. Any litigation resulting from this AGREEMENT shall have jurisdiction in Bonneville County, Idaho. If any provision is determined to be unenforceable, in part or whole, the remainder of the AGREEMENT shall not be affected and shall remain in full force and effect. If a court finds that any provision of the is AGREEMENT is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision 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 compliance with every provision of this agreement.



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Ethos Equestrian, LLC Equestrian Center, LLC.

By: \_\_\_\_\_  
Nadia Tanner, Owner/Operator

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

By: \_\_\_\_\_  
Owner/Seller/Principle

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