



BOARD & CONSIGMENT AGREEMENT

This agreement is entered on _____ between Janet Carlson

Horse Sales, here in called **J C** and _____ here in called **Owner**. Owner warrants that he or she is the legal owner of a horse named _____ and that owner can convey good title to the horse free and clear of and liens or encumbrances. (as described on horse information sheet)

- 1) Owner offers said horse for sale at the asking price of \$ _____
- 2) Commission of 15% of final selling price shall be paid to Janet Carlson. This commission shall be deducted from the final selling price.
- 3) Owner agrees to pay all board in advance. Also pay any outside contractors. (veterinarian, shipping, shoes and dental) JC will have no Liability to them.
- 4) Owner knows of no defect in the disposition of the horse which might endanger the life or limb of persons handling the horse.
- 5) JC is authorized to use best judgment in regards to the health and welfare of horse.
- 6) Owner agrees to assume all responsibility and risk arising form horse's activities, or the actions or activities of any person or persons connected in any way with the horse, Owner further agrees to hold JC and its employees harmless and to indemnify them from all damages, liability or action for any injury to person, horse or property arising for any reason whatsoever.
- 7) In case of any default JC shall have the right to recover attorney's fees and court costs as a result of said default.
- 8) JC will not be responsible for any sickness, disease, theft, death or injury which may be suffered by the horse. This to include but not limited to any personal injury or disability while in the care of JC.
- 9) The Owner is put on notice that JC has the right of lien, as set forth in the state of California, for the full amount due for board, veterinarian, shoeing and dental fees. JC will have the right to sell said horse for the amount of indebtedness in accordance with California Civil Code
- 10) Either party has the option to terminate this contract at anytime.
- 11) Board and Care is \$ 1200 per month and prorated at \$ 40 per day

Owner address: _____

Owner Home Phone# _____ Cell# _____

I hereby agree to this contract.

Sign Name: _____

Dated _____

Print Name: _____