

# HORSE SEARCH CONSULTING AGREEMENT

Thank you for choosing us to help you find your dream horse! We hope that we will be successful with locating the right match. Please carefully read our contract, communication is the key to a successful business relationship. If you have any questions or concerns, contact us before signing.

This Agreement is dated \_\_\_\_\_ by and between \_\_\_\_\_ herein after referred to as "PURCHASER" and **Tigchelaar Dressage (Lani and Patrick Tigchelaar)** herein after referred to as "CONSULTANTS." It is understood that either CONSULTANTS may sign on the others behalf. This Agreement shall be binding upon the PURCHASER, the PURCHASER'S spouse, trainers, household members, administrators, insurers, guardians, and legal representatives. This agreement is solely between the PURCHASER and CONSULTANTS. For the purposes of clarification, the owner of any horses presented by the CONSULTANTS to PURCHASER is herein after referred to as "SELLER."

## The PURCHASER and CONSULTANTS agree to the Following:

1. PURCHASER will provide a description of the ideal horse and a price range. (*See form "Purchaser Information Sheet"*). Price range refers to the final sales price of the horse. This price does not include travel, vetting, transport, quarantine, insurance, or other expenses.
2. CONSULTANTS agree to search for suitable horse(s) located in the United States and/or the Netherlands within the price range of PURCHASER. CONSULTANTS will keep PURCHASER informed of search results on a bi-weekly basis and as able will furnish photos and/or video clips as available from the SELLER. CONSULTANTS will assist PURCHASER in obtaining information necessary to make a purchase decision.
3. **PURCHASER agrees to pay CONSULTANT'S fees of 10% (TEN PERCENT) of the SELLER'S final sales price for the horse.**
  - a. CONSULTANT'S fees do NOT include commissions for PURCHASER'S trainers or the cost of the horse(s) due to the SELLER. If PURCHASER'S trainer requires a commission or fee, it shall be added to the final sales price of the horse and payable by the PURCHASER.
  - b. PURCHASER represents a sincere intention to buy horse(s) found by CONSULTANTS unless suitable horse(s) are not found. PURCHASER is financially prepared to make an immediate purchase (within 10 business days) when presented with suitable horse(s).
  - c. CONSULTANT'S fees are applicable for ALL horse(s) sold to PURCHASER that are presented by CONSULTANTS. This includes and is not limited to information on particular horse(s) discovered by the CONSULTANTS, photographs, video clips, ALL horse(s) shown to PURCHASER in the United States and/or Netherlands when CONSULTANTS are present.
  - d. It is understood that PURCHASER will pay ALL expenses for travel, horse(s), vetting, transport, quarantine, insurance, and any other expenses.
  - e. If PURCHASER buys horse(s) NOT presented by CONSULTANTS, PURCHASER is not under obligation to pay the CONSULTANTS their fee. In this event, PURCHASER agrees to notify CONSULTANTS immediately that the dream horse(s) have been purchased so that CONSULTANTS can cease their search efforts.
4. PURCHASER understands and accepts the decision whether to purchase horse(s). CONSULTANTS cannot ensure PURCHASER'S continued satisfaction with horse(s). Under NO circumstances do the CONSULTANTS warrant the safety, training/ride-ability, personality or character, health/soundness/vetting, future potential, or suitability of horse(s) presented at any time. PURCHASER understands and acknowledges to act in his/her own best interest because exposure to strange horses can result in injury or even death. CONSULTANTS do not guarantee the accuracy of statements made by the SELLER.

## Making a Trip to the Netherlands

5. CONSULTANTS **strongly advise** the person intended to ride/handle the horse make a trip to the Netherlands to try available horses before purchase. CONSULTANTS cannot ensure the safety of PURCHASER when trying horses or during travel.

## 6. WAIVER AND RELEASE

PURCHASER understands that horse ownership can be disappointing and unpredictable. Horses nature when handled in new environments or ridden by different riders is not predictable. PURCHASER understands that horse ownership and activities can involve risks and furthermore, PURCHASER assumes all risk of injury or death, to horse or human, and property damage, which might result during a trip to the Netherlands or after ownership of the horse(s). PURCHASER agrees to indemnify and hold harmless CONSULTANTS, their agents and employees, from ALL actions, claims and demands on account of injury, including death or damage to property, caused or alleged to be caused in part or whole by the negligence of CONSULTANTS or otherwise. **PURCHASER HAS READ THE ABOVE AGREEMENT AND WAIVER AND RELEASE AND UNDERSTANDS THAT HE/SHE HAS GIVEN UP RIGHTS BY SIGNING THIS CONTRACT AND #6 WAIVER AND RELEASE AND ARE SIGNING VOLUNTARILY.**

7. CONSULTANTS cannot guarantee the availability of particular horse(s) presented to PURCHASERS when PURCHASERS make a trip to the Netherlands. CONSULTANTS can attempt to contact the SELLER to hold particular horse(s) for a deposit, or make other arrangements on the PURCHASER'S behalf.
8. Should the PURCHASER decide to make a trip to the Netherlands, CONSULTANTS will furnish a list of accommodations in the area for PURCHASERS to arrange lodging.
9. CONSULTANTS will accompany PURCHASERS when looking at horse(s).
10. CONSULTANTS are responsible to negotiate on the PURCHASER'S behalf, keeping PURCHASER'S best interests the priority. CONSULTANTS will be responsible for transferring payment to the SELLER for purchases made in the Netherlands. **PURCHASER agrees NOT to make independent contacts provided through CONSULTANTS. Further, PURCHASER agrees not to encourage or provide other parties to make business relationships with contacts provided by CONSULTANTS.**

## Veterinary Pre-Purchase Exam

11. CONSULTANTS will provide PURCHASER with a list of at minimum 2 (two) veterinarians to choose from for a pre-purchase exam or PURCHASER may use a veterinarian of his/her choice. It is the PURCHASER'S responsibility to decide what type of exam (X-rays, blood work, etc.) and to pay any related expenses if required by the SELLER. The CONSULTANTS may be present for the pre-purchase exam or by the request of the PURCHASER.

## Contract and Purchase of the Horse

12. CONSULTANTS will furnish to PURCHASERS a contract of sale signed by the SELLER outlining the agreed upon details. At that time, when the PURCHASER executes and takes possession as the new owner of said horse(s), the PURCHASER agrees to pay the CONSULTANTS their fee.
13. CONSULTANTS will assist in arranging for transport of the horse from within the United States or Netherlands to the PURCHASER. PURCHASER is responsible for timely payment as due to the transport vendors for these services.
14. PURCHASER is **strongly advised** and is responsible for obtaining one-way transport and mortality insurance on horse(s) from the time of ownership. Should horse(s) become ill or in the event of death, CONSULTANTS will retain their fee.
15. CONSULTANTS will provide information as obtainable from the SELLER regarding horse(s)'s current vaccines, shoeing, feed, etc, and provide this to PURCHASER at or before the time that the PURCHASER takes physical possession of horse(s).

This Agreement contains the entire understanding between the PURCHASER and CONSULTANTS and there are no warranties, covenants, or undertakings other than those expressly set forth herein. Any amendments to this Contract must be made in writing and signed by both the PURCHASER and the CONSULTANTS. This Contract is made in the state of Virginia and shall be enforced and governed by the laws thereof.

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PURCHASER Signature

Date

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CONSULTANTS Signature

Date

