



PARKWOOD EQUESTRIAN CENTER, LLC

1800 East 49th South



Idaho Falls, Idaho 83404

208-520-1850

AGENCY/SELLER/COMMISSION AGREEMENT

This agency/seller/commission agreement, hereafter "Agreement" is made effective as of _____, 2024 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 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 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 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: 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 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 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:

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, 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: 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 and compel strict compliance with every provision of this agreement.

Parkwood Equestrian Center, LLC.

By: _____
Sally Parks, Manager Member

Date: _____

Owner/Seller/Principal

Date: _____