

EXCLUSIVE EQUINE BUYER AGENT AGREEMENT

This EXCLUSIVE EQUINE BUYER AGENT AGREEMENT ("Agreement") is entered into on this

(Date) \_\_\_\_\_

Between Buyer ("Buyer") Name: \_\_\_\_\_

Full Address, phone, email: \_\_\_\_\_

\_\_\_\_\_

and Buyer's Agent ("Agent") **Kail or Renee Mantle representing Montana Horses, Inc. 9700 Clarkston Rd., Three Forks, MT 59752 (406) 285-3541 [info@montanahorses.com](mailto:info@montanahorses.com),**

as the Buyer's exclusive agent to acquire a Horse which may include any purchase, option and/or exchange on terms and conditions acceptable to Buyer.

**TERM OF AGREEMENT.** Authority as Buyer's exclusive Agent shall begin on

Date: \_\_\_\_\_ and shall expire on Date: \_\_\_\_\_.

Within the duration of the Agreement, Agent will identify, purchase or make definite arrangements to purchase, and present for pre-purchase inspection to the Buyer a horse that meets the following criteria:

**DESCRIPTION OF "HORSE" TO BE PURCHASED.** Please describe acceptable ranges, for instance "age of 12 to 16 years old" or "no older than 18" and indicate "no preference" if there is none. Feel free to attach additional information.

Age Range: \_\_\_\_\_ Height Range: \_\_\_\_\_ Sex: \_\_\_\_\_

Color: \_\_\_\_\_ Breed: \_\_\_\_\_

Price Range: \_\_\_\_\_

Special skills, discipline, background desired of Horse: \_\_\_\_\_

\_\_\_\_\_

Intended use for horse upon purchase: \_\_\_\_\_

\_\_\_\_\_

Description and skill level of the rider who will be handling the horse, and the environment in which the horse will be kept: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other Information: \_\_\_\_\_

**COMPENSATION OF AGENT.** Buyer acknowledges receipt of a non-refundable retainer fee in the amount of \$\_\_\_\_\_ which will be credited toward the purchase price of the Horse or any compensation due Agent under this Agreement.

The retainer fee is non-refundable, *providing the conditions of the Agreement have been met by the Agent.* If a Horse is not identified and presented to the Buyer within the Term of the Agreement, Agent agrees to return the retainer fee in full.

**OWNERSHIP AND TRANSFER OF OWNERSHIP:** Buyer understands that Agent will identify, screen, and purchase Horse during the Term of this Agreement for the exclusive purpose of re-selling the horse to the Buyer. The Horse will become the legal property of the Agent until such time as the Buyer finalizes the purchase by paying for Horse in full to Montana Horses.

Buyer will have the responsibility of previewing and approving or disapproving the Horse within 30 days of initial presentation of the Horse to the Buyer by the Agent, which may include a seven day preview period in the Buyer's possession.

Buyer will sign a RISK ACKNOWLEDGEMENT AGREEMENT before entering premise or handling Horse.

Should the Buyer disapprove of Horse, Agent will identify and present for approval and purchase a different Horse or correct deficiencies within 30 days. This process will continue until a Horse is approved by Buyer, or until both parties agree to terminate the Agreement. No refund will be given in this case.

**FINAL SALE:** Payment in full will initiate final sale, transferring Horse from Montana Horses possession and ownership into Buyers possession and ownership. A separate PURCHASE AGREEMENT AND PREVIEW PERIOD AGREEMENT will be utilized during final sale of the Horse and transfer of ownership.

**ENTIRE AGREEMENT: ENTIRE AGREEMENT/CHANGES/TERMINATION.** This Agreement constitutes the entire agreement between Buyer and Agent relating to the subject thereof. Buyer acknowledges and understands that this Agreement constitutes a binding contract between Buyer and Agent. Although Buyer may at any time withdraw from the fiduciary relationship existing between Buyer and Agent, the contract created by this Agreement may not be terminated by Buyer or Agent prior to its Expiration Date without legally sufficient cause. Any such termination shall be by mutually-acceptable written agreement signed by both Buyer and Agent.

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

BUYER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

BUYER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

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

AGENT: Kail Mantle or Renee Daniels-Mantle representing Montana Horses, Inc.

SIGNATURE: \_\_\_\_\_