

Exclusive Agency Agreement - Horses

SCHEDULE

CUSTOMER – Must be completed in full

Legal Entity (tick one): Sole Trader Partnership Company Individual Trust Other – Specify:

Customer Trading Name:

Full Name*:	<input type="text"/>	Date of Birth*:	<input type="text"/> / <input type="text"/> / <input type="text"/>
Full Name*:	<input type="text"/>	Date of Birth*:	<input type="text"/> / <input type="text"/> / <input type="text"/>
Full Name*:	<input type="text"/>	Date of Birth*:	<input type="text"/> / <input type="text"/> / <input type="text"/>

***Sole traders, partners, trustees to include first, middle and last name and date of birth.**

Physical Address:

Postal Address: (If different to Physical Address)

Phone: () Mobile: Email:

PGW Account No.: GST No.:

Proceeds of sale to be paid to bank account attached to PGW account? Yes No The Customer agrees to all invoices from PGW being sent by email Yes No

DESCRIPTION OF HORSE

Colt Filly Rig Gelding Broodmare If the horse is a colt, has a vet confirmed it is a full colt Yes No

ALL AGE STOCK – (Weanlings, Yearlings, Raced and Unraced etc, including securities registered over the horse)

If any of the horses described above have been conceived by embryo transfer, please note "ET" next to the name in the boxes below.

Name (if available)	Colour	Sex	Foaling Date	Sire & Dam	Stakes Engagements	Performance Particulars
1				Sire Dam		
2				Sire Dam		

BROODMARES

Name	Sire & Dam	Particulars of Foal at Foot			Mare Now Served By	Date of Last Service
		Sex	Sire	Foaling Date		
1	Sire Dam					
2	Sire Dam					

EXCLUSIVE AGENCY PERIOD

Commencement Date Expiry Date

COMMISSION AND MARKETING COSTS

Commission % of the sale price of the horse, plus GST Marketing costs \$ plus GST

CUSTOMER INITIALS:

OTHER (Include details of all diseases, disorders, surgeries & other relevant info here)

SALE AND PURCHASE

The customer appoints PGG Wrightson Limited as its exclusive agent for the sale of the Horse on the terms and conditions described in this Agreement.

Signed by Customer: _____ Date: / /

Signed by Customer: _____ Date: / /

Signed by Customer: _____ Date: / /

Signed on behalf of PGG Wrightson: _____ Date: / /

TERMS AND CONDITIONS

- 1.0 The Customer appoints PGG Wrightson (PGW) as its sole and exclusive agent to sell the horse listed on the front page of this Agreement ("Horse") by private treaty or auction during the Exclusive Agency Period described in this Agreement.
- 2.0 The Customer confirms that the details of the Horse are true and correct.
- 3.0 The Customer will pay the commission described in this Agreement in respect of the sale of the Horse:
 - a. during the Exclusive Agency Period (regardless of how that sale arises); and
 - b. after the Exclusive Agency Period, as a result of an introduction by PGW.
- 4.0 The Customer authorises PGW to spend the authorised marketing costs described in this Agreement on advertising the Horse in such a manner as PGW may determine, in its sole discretion.
- 5.0 The Customer will pay the commission and marketing costs described in Part C within 14 days of invoice. PGW may deduct the commission and marketing costs from the proceeds of sale of the Horse.
- 6.0 The Customer has disclosed all existing and suspected medical conditions, diseases and disorders, and other information that might be relevant to a purchaser of the Horse in this Agreement and will disclose any medical condition, disease or disorder suspected or diagnosed after the date of this Agreement and any other relevant information coming to light after the date of this Agreement to PGW immediately it becomes aware of that information.
- 7.0 The Customer agrees to comply in all respects with the Health and Safety at Work Act 2015, and all other applicable legislation.
- 8.0 PGW gives no representation or warranty that any purchaser will complete the purchase of the Horse in accordance with any agreement for sale and purchase entered into.
- 9.0 PGW's Monthly Account Terms of Trade apply to this contract except to the extent of any inconsistency with this contract. A copy is available on request or at www.pggwrightson.co.nz/your-company/terms-and-conditions
- 10.0 Nothing in this Agreement constitutes any partnership, joint venture or agency relationship between the parties, except as expressly described in this Agreement. The Customer is an independent party to PGW.
- 11.0 The Customer may not assign any right under this Agreement.
- 12.0 PGW will be deemed not to have waived any right or remedy it may have unless, and to the extent that, it has done so in writing.
- 13.0 Every dispute that arises out of or in connection with this Agreement will be discussed in the spirit of goodwill with genuine attempts at resolution.
- 14.0 The terms of this Agreement may only be varied in writing signed by both parties.
- 15.0 The Customer will indemnify PGW against any loss, claim, damage, expense, liability or proceeding (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred at any time by PGW in connection with the services to be performed by PGW under this Agreement and the sale of the Horse or the failure to sell the Horse, including occurring as a result of, or resulting directly or indirectly from any breach or negligent non-performance of any of the Customer's obligations, undertakings or warranties contained or implied in this Agreement.
- 16.0 The Customer agrees that:
 - a. if it is in trade, sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply to the services provided by PGW under this Agreement and the Customer acknowledges that:
 - i. it has not relied on any representations made by PGW in entering into this Agreement and is entering into this Agreement solely in reliance on its own investigations and judgement; and
 - ii. this clause is fair and reasonable; and
 - iii. it had the opportunity to negotiate this Agreement and receive advice from and be represented by a lawyer in relation to this Agreement.
 - b. warranties to be given, made, performed or met by PGW, including where applicable those in Part 3 of the Contract and Commercial Law Act 2017 and those in the Consumer Guarantees Act are negated and excluded to the fullest extent that it is lawful to do so.