



EXCLUSIVE SALE LISTING AGREEMENT

This Exclusive Sale Listing Agreement (“Agreement”) is entered into as of _____ (“Effective Date”), by and between 2S Over Bar Quarter Horses, LLC, a Minnesota limited liability company (“2S Over Bar”) and _____ owner(s) (“Owner”) of the horse described herein.

1. **2S Over Bar as Exclusive Selling Agent.** Owner hereby appoints 2S Over Bar and its principal, Whitney Schick, as **sole and exclusive agent** for the sale of the horse described as follows (the “Horse”):

NAME: _____
DOB: _____
SEX: _____
REGISTRATION #: _____

2. **Term and Extension.** This Agreement shall commence on the Effective Date and continue through _____ (the “Term”). This Agreement may be terminated by written mutual agreement of the parties, or in the event of a material breach, by the other party providing written notice.

3. **Terms of Sale.** The offering price of the Horse shall be payable as agreed to between Owner and the purchaser. Broker is authorized to accept a deposit on behalf of Seller of all or any portion of the purchase, and must hold it in a federally insured, interest-bearing account at a financial institution selected by Broker.

4. **Negotiations and Cooperation.** All inquiries and offers which Owner receives shall be referred to 2S Over Bar. Owner shall cooperate fully with 2S Over Bar and shall provide 2S Over Bar access to the Horse at reasonable times.

5. **Advertising.** 2S Over Bar is authorized to publish this listing or otherwise advertise the Horse and promote the sale of the horse in appropriate forms of advertising and solicitation in form and content, and at such reasonable cost as 2S Over Bar determines in its sole discretion. 2S Over Bar will, among other things, post paid advertisements on social media, BisMan, EquineNow, Equine Trader, and on its website. Owner understands and agrees that the information contained in this Agreement or otherwise published for marketing purposes is not confidential, and will be available to third parties, including prospective purchasers, agents or other third parties that may represent prospective purchasers, and other parties granted access to Owner’s listing information.

6. **Cooperation With Other Brokers.** Owner understands and agrees that 2S Over Bar may solicit the cooperation of other brokers and may pay them from commissions that are received by 2S Over Bar under the terms of this Agreement.

7. **Commissions.** Owner hereby agrees to pay a commission or commissions to 2S Over Bar in accordance with the Schedule of Sale Commissions attached to this Agreement as Exhibit A. Owner shall pay a commission to 2S Over Bar upon the occurrence of one of the following:

- a) During the Term the Owner sells the Horse, or transfers or exchanges the Horse on terms acceptable to Owner; or
- b) Within one hundred eighty (180) days after expiration of the Term, Owner sells or exchanges, or enters into any contract to sell or exchange, the Horse to any person or entity (i) to whom 2S Over Bar submitted information regarding the availability of the Horse for sale; with whom 2S Over Bar negotiated or discussed potential terms of a sale; or (iii) who submitted to Owner through 2S Over Bar a written offer to purchase the Horse.

The initial fee stated in Exhibit A is due at signing and is non-refundable, unless the Horse is less than 2 weeks old as of the date of this Agreement or suffers an injury that materially affects its soundness as determined by a licensed veterinarian. In either case, the initial fee is only refundable if the Horse is not sold by 2S Over Bar as provided in this Agreement. The initial fee will be used for purposes of marketing and advertising the Horse.

8. **Disclosure.** Owner agrees to promptly disclose to 2S Over Bar and any prospective purchaser all known material defects, if any, of the Horse and any knowledge Owner has or learns of. 2S Over Bar is authorized to disclose all pertinent information regarding the Horse to prospective purchasers.

9. **Owner's Warranty.** Owner warrants that Owner has full authority to execute this Agreement and to sell, or exchange the Horse, and that to their knowledge all information concerning the Horse provided by Owner to 2S Over Bar is accurate. The person(s) executing this Agreement on behalf of the Owner warrant(s) that such person(s) have full authority to do so and in

so doing to bind the Owner. Owner confirms that following sale of the Horse, the amount of the purchase price and any other terms of the sale of the Horse shall not be deemed confidential information and Owner authorizes disclosure of the same.

10. **Negotiation and Construction.** This Agreement and each of the terms and provisions hereof have been negotiated between the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.
11. **Governing Law.** This Agreement is entered into and shall be governed and construed in accordance with the laws of the State in which the Horse is located.
12. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties regarding sale of the Horse.
13. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. However, in making proof thereof it will be necessary to produce only one copy hereof signed by the party to be charged.

This Agreement is entered into on the Effective Date.

OWNER:

2S OVER BAR QUARTER HORSES, LLC

By:

Its:

By: Whitney Schick

Its: President

Date:

EXHIBIT A
SCHEDULE OF SALE COMMISSIONS

PURCHASE PRICE	COMMISSION OWED
\$0-\$2499	\$350—1/2 due at time of signing the Agreement, balance due upon sale of horse
\$2500-\$7499	\$650—1/2 due at time of signing the Agreement, balance due upon sale of horse
\$7,500 +	\$650 due at time of signing the Agreement, 3.5% of purchase price due upon sale of horse