



8 Whittemore Farm Road
Swansey, NH 03446
603 - 358 - 3001

info@cheshirehorse.com

www.cheshirehorse.com

SADDLE CONSIGNMENT FORM

NAME & ADDRESS:	DATE:
	HOME:
	WORK:
	CELL:
	EMAIL:

SADDLE DETAILS: **REQUIRED INFORMATION*

*SADDLE TYPE: DRESSAGE JUMPING CROSS COUNTRY HUNTER/JUMPER WESTERN OTHER: _____

*BRAND: _____ *MODEL: _____ Serial #: _____

*SEAT SIZE MARKED: _____ SEAT SIZE MEASUREMENT: _____" FLAP LENGTH: _____" FLAP FORWARD: _____"

*TREE FITTING MARKED: _____ POINT MEASUREMENT: _____" EQUIVALENT FITTING: _____

LEATHER TYPE: _____ COLOR: _____

PANEL TYPE & FEATURES: _____

GULLET WIDTH: FRONT _____" MIDDLE _____" BACK _____" INTERCHANGEABLE?: _____ ADJUSTABLE TREE?: _____

CONDITION: GOOD VERY GOOD EXCELLENT DEMO BRAND-NEW *AGE: _____ owned previously

*INCLUDED (Circle): Stirrup leathers Stirrup Irons Would you like to have your saddle cleaned (**\$25 charge**)? Y N

CONSIGNMENT PAYMENT INFORMATION:

Asking Price: \$ _____

I Am Firm on My Asking Price: Y N

I Will Accept Offers Within 5% of My Asking Price: Y N

I Will Accept Offers Within 10% of My Asking Price: Y N

Lowest Price I Am Willing To Accept: \$ _____

How Would You Like To Receive Your Payment?

Check (Less 20% Commission Fee): _____

Cheshire Horse Gift Card (Less 15% Commission Fee): _____

MARKS, REPAIRS, SPECIAL FEATURES:

***I have read the Consignment agreement on the back of this form and by signing, I have agreed to its terms & conditions.**

Owner Signature: _____

Date: _____

Saddle Consignment Terms & Conditions

1. This Consignment Agreement (agreement) is between the consignor (owner) of the item (item) as indicated on the reverse side of this form, and the consignee, The Cheshire Horse (TCH).
2. *The consignment fee is **20%** of the asking price if receiving a check, and **15%** if receiving a Cheshire Horse Gift Card. This fee is non-negotiable and subject to change without notice.*
3. The owner represents that they have legal title to the item, free and clear of any liens, interests or encumbrances by any other party.
4. TCH shall offer the item for sale on behalf of the owner. The selling price is determined by discussion with the owner and is based on current market value of the item in its present condition. Negotiating power is held by the owner only and any offers made on the item will be brought to the owner for acceptance, decline or counter offer. TCH does not assume negotiating power on the behalf of the owner. An approximate price less consignment commission, cleaning or other applicable fees have been indicated on the front of this agreement.
5. There is no minimum consignment time period. The item can be requested to be returned to the client at any time. If the item does not sell within **90 days**, TCH will contact the owner and determine if the item will be relisted at a lower price, or if the item will be picked up.
6. DBS makes no guarantee or warranty as to if and when the item will actually be sold.
7. **ALLOWED TRIALS:** We offer a 7 day trial ride for potential buyers and a 14 day trial ride for saddles that we ship to interested parties. Payment is received in full from the interested party as a security deposit while the saddle is out on trial. Saddles taken on trial stand a better chance of selling.
8. Upon final sale of the item, TCH will pay the owner the selling price less any consignment percentage or other applicable fees. Payment shall be made via company check or TCH Gift Card
9. *Items are sold as is.* If cleaning is requested, a **\$25** cleaning fee will be deducted from the final selling price. Items will not be accepted for consignment that require repairs beyond a reasonable amount.
10. TCH will take every reasonable precaution to ensure the safety of the item. TCH has made a note of all marks, scratches, dings and other cosmetic markings on the item and can include a photographed record of them with this signed agreement.
11. The risk of loss or damage to the item shall be borne by the consignor. TCH does not assume the risk of a potential buyer trying the saddle, acts of God, malicious acts, and normal wear and tear.
12. TCH reserves the right to terminate this agreement at any time for any reason.
13. In the event of any disagreement over the terms of this agreement, New Hampshire law shall govern. The State of New Hampshire, County of Cheshire, shall have exclusive jurisdiction, and the owner agrees to bind themselves to the jurisdiction of said courts. If TCH sues the owner to enforce its rights under this agreement, owner shall be liable for all costs, disbursements, and attorney's fees incurred by TCH.

The signature on the front of this Consignment Agreement signifies that the Terms & Conditions have been explained and understood to the Owner's satisfaction.

<p><u>OFFICE:</u> <u>Date Received:</u> Employee Initials:</p> <p><u>Date Listed on Website:</u> Employee Initials:</p>	<p><u>Date Sold:</u> Employee Initials:</p> <p><u>Date Picked Up If Not Sold:</u> Employee Initials: Owner Signature:</p>
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