Commission Litter Contract

This Consignment Agreement (the “Agreement”) states the terms and conditions that govern the contractual agreement between [ ]located at [ ] (the “Consignor”) and Tracy Paskero & J Bar T Ranch located at 16283 CR 1004 Blue Ridge Texas, 75424 (the “Consignee”) who agree to be bound by this Agreement.

WHEREAS, the Consignor owns right and title to the Litter out of [ \_\_] born on [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] with these puppies (being the “Consigned Items”), and the Consignee desires to take possession of in some cases the Consigned Litter with the intention of selling it to a third party.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Consignor and the Consignee (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

RIGHT TO SELL. The Consignor hereby grants to the Consignee the exclusive right to display and sell the Consigned Litter according to the terms and conditions of this Agreement.

MANDATORY FILES. In the event the Consigned Litter is kept by the Consignor and not physically seen by the Consignee, the Consignor must provide vet records stating each Consigned Puppy is of good, stable health and free of any obvious congenital defects. The Consignor must file for the appropriate litter registration and provide signed registration papers, along with copies of parents’ pedigree. A detailed shot and worming record must be provided by the consignor to the consignee and puppy buyer.

CONSIGNMENT FEE. The Consignee shall be entitled to 20% of the full purchase price of the Consigned Litter (the “Consignment Fee”).

HEALTH GUARANTEE: The Consignor must provide the Consignors customers the same type of health guarantee on the consigned litter as the Consignee. If the puppy is determined to not be of sound health or if the customer is unhappy with the health and/or condition of the puppy and notifies either the Consignor or Consignee with issues with the puppy, the Consignor agrees to allow the Consignee to use their discretion on crediting a refund to the Puppy customer and regain possession of the puppy.

MARKETING & ADVERTISING FEE: $150 for Marketing on Website & Online and $50.00 for Advertising fees for Social Media pages to be paid up front to start the marketing process and set up litter on the website and social media pages.

OTHER FEES: The Consignor agrees the following fees shall be paid from the final payout amount to the Consignee if incurred during the consignment process:

|  |  |  |
| --- | --- | --- |
| **Commission Puppy Expenses** | |  |
| Kennel Cough | $10.00 |  |
| Neopar | $10.00 |  |
| 5 Way Shot | $10.00 | \*\*\*any additional vet charges |
| 7 Way Shot | $15.00 | incurred for puppies is the |
| Pyrantel | $5.00 | litter owners' responsibility |
| 3 Day Panacur | $10.00 | to reimburse J Bar T\*\*\* |
| Flea Treatment | $5.00 |  |
| Marquis | $2.00 | \*\*ALL expenses are PER puppy except |
| Probios | $2.00 | marketing fee!!\*\* |
| Bath/Nails | $15.00 |  |
| Show/Pick Up Appt | $20.00 |  |
| Puppy Packet | $10.00 |  |
| Care/Food Daily | $10.00 |  |
| Photo Shoot/Editing | $25.00 |  |
| Marketing & Advertising Fee | $200.00 |  |
| Commission % | 20% |  |

Within 3-5 business days from the sale of the Consigned Litter, the Consignee shall deliver to the Consignor the sale price of the Consigned Litter less the Consignment Fee & any additional fee/expenses. If there is commission or expenses owed to the Consignee the Consignor will deliver the amount owed to the Consignee within 3-5 business days from the sale of the Consigned Litter. The Consignor acknowledges that, in order for the Consignee to sell the litter efficiently, they may have to bring the litter to The Ranch to be viewed by customers.

LOCATION OF PUPPIES. The Consignee agrees and acknowledges that the Consigned Litter shall only be kept and stored at 16283 CR 1004 Blue Ridge TX 75424 or 4904 Virginia Woods Dr. Mckinney, TX 75071 unless otherwise agreed upon by the Consignor in writing.

CONSIGNOR REPRESENTATION. The Consignor hereby represents and warrants that the Consignor holds full title (or has received, in writing, the authorization to sell the Consigned Litter by any necessary parties to the Consigned Litter.

DELIVERY/SHIPPING EXPENSE. The 3rd party purchaser shall bear all expenses for shipping the Consigned puppy. However, The Consignor acknowledges and agrees that should The Consignee need The Consigned Litter on location in order to sell, The Consignor will be responsible for expenses to get The Consigned Litter to The Consignee.

NO MODIFICATION UNLESS IN WRITING. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

APPLICABLE LAW. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Texas and subject to the exclusive jurisdiction of the federal and state courts located in Collin County, TX.

IN WITNESS WHEREOF, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below.

[­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] DATE [Tracy Mahan-Paskero] DATE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_