

TAKE 2 BLOODSTOCK PTY LTD
24 Orange Gve Balaclava
Melbourne Vic 3183
George Lucas 0400420260
Josh Rodder 0425775541

EXCLUSIVE SELLING AGREEMENT

BETWEEN PRINCIPAL(S):.....A.B.N.:.....
ADDRESS:GST Registered: Yes/No
Phone No:.....

AND AGENT
53117288883
TRADING AS:
ADDRESS:

A.B.N.:
GST Registered: Yes
Phone No. 0400420260
0425775541

FOR SALE OF:

- (1) **Agreement for the sale** of the above mentioned horse is hereby granted to Take 2 Bloodstock by the Principal on the understanding that the said Agent will act on behalf of the Principal in respect of the sale of the above mentioned horse.
(2) In CONSIDERATION of the Agent promising to use his best endeavours to sell the subject horse, the Principal hereby grants to the Agent exclusive selling rights of the horse for a minium period of 1 months

From: to

Now called the "Agency Period"

- (3) (i) The Agent shall be entitled to his fee if during the Agency Period the horse is sold either
(a) by the Agent, or (c) by the Principal.
(ii) The Agent's commission is calculated **as the net difference between the agreed sale price accepted by the principal and the sale price agreed to by the purchaser.**
- (4) (i) The principal also grants to the agent non-exclusive selling rights of the horse commencing on the expiry of the Agency Period specified on this authority, until such time as either the horse is sold or this agreement is terminated by either party giving notice in writing, now called the 'Continuing Agency Period'.
(ii) The Agent shall be entitled to the fee specified in clause 2 if during the Continuing Agency Period they effectively introduce to the Principal a purchaser who subsequently enters into a binding contract.
- (5) The Principal warrants that they have authority to enter into this agreement.
(6) The Agent is not authorised to enter into or sign a contract for sale on behalf of the Principal.
(7) Unless otherwise instructed, the Agent may allow other agents to act in conjunction with them in order to effect a sale but only one fee will be payable.
(8) Unless otherwise instructed by the Principal, any prospective purchaser is entitled to inspect the horse in the following circumstances, (a) with the Agent or (b) as otherwise arranged with the Principal.
(9) The sale of the horse is to be advertised and/or promoted as follows: through TAKE 2 BLOODSTOCK , i.e. print media, at the Agents discretion.
(10) The fee to which the Agent is entitled shall be due and payable on completion of the sale or upon demand if the sale is not completed owing to the default of the Principal after the parties have entered into a binding contract.

.....
Signature of Principal(s)

.....
Signature of Agent

Please fill out the above and sign. Post to Take 2 Bloodstock and a signed copy will be returned to you within 2 working days for your records.