



THE YOUNGSTERS  
AUCTION

## AGREEMENT OF SALE OF HORSE 2023

at the public auction (auction) to be held by The Youngsters Auction (hereinafter, 'TYA')

Undersigned:

name: \_\_\_\_\_

e-mail: \_\_\_\_\_ mobile phone: \_\_\_\_\_

Declares that he/she is the owner of the horse or is authorized:

name horse: \_\_\_\_\_

pedigree: \_\_\_\_\_

gender: stallion / mare / gelding colour: \_\_\_\_\_

year of birth: \_\_\_\_\_ VAT-compliant yes / no

The undersigned further declares:

- that he/she hereby directs TYA to offer and sell the foregoing horse for sale at the public auction (auction) of horses to be held on Tuesday 10 October 2023, and subject to the terms and conditions set forth in TYA's terms and conditions of auction;

- that TYA's auction terms and conditions have been provided to him/her, that he/she has taken note of their contents and has accepted those contents in full, to the complete exclusion of any general terms and conditions to be used by him/her himself/herself (under whatever name);

- that he/she commits to have the horse auctioned and in the event of non-submission of the horse shall in any case owe TYA an immediately payable fine of €10,000, unless the submission is not possible due to death of the horse or due to veterinary reasons, in which case at least a proper supporting document must be provided by him/her;

- That he/she commits to the payment of the entry fee of € 1000,- excl. VAT per horse towards TYA, applicable according to TYA's auction conditions. This entry fee includes a veterinary examination, the cost of promotion and marketing and stabling during the trials.

- The seller's commission payable by the seller per horse is:  
15% excl. VAT on the allotment price

- that if the highest bid comes from the seller of the horse (repurchase), he/she does not owe any seller's commission and buyer's commission up to the amount of € \_\_\_\_\_. If this bid is higher, then the seller does owe seller's commission and buyer's commission.

- that 5% of the seller's commission is provided for remittance as commission to any third party; that any commission to third party from 5% up to a maximum of 10% may be deducted from the allotment price, as long as the remaining amount does not fall below the previously established minimum price.

- that he/she hereby explicitly guarantees that the horse offered for sale at selection, auction and delivery has no defect or barn vice, as well as that such guarantee extends both in terms of its nature and duration to the extent provided in the Auction Terms.

- that he/she will immediately take back the horse and immediately refund the purchase price received in the event that the sales or purchase agreement in question is legally dissolved or



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annulled on the basis of a defect / stall vice found in the horse or for any other reason, all in compliance with the relevant provisions of the Auction Terms and Conditions;  
TYA or a selection committee composed by TYA shall examine and select the horses eligible to participate in the auction. TYA's decision is binding. TYA is entitled to request advice from third parties, but is at all times entitled to refuse a horse without stating reasons on the grounds of (physical) defects, as well as for other reasons determined by TYA, even if the horse has already been selected for the auction. TYA shall never be obliged to pay any costs incurred by the seller on any grounds whatsoever.

Signed on (date) \_\_\_\_\_ at (location)  
\_\_\_\_\_

Signature of Seller \_\_\_\_\_

Signature of representative of TYA \_\_\_\_\_