



A SELECT OFFERING OF PRODUCERS, PROSPECTS AND PROVEN REINERS Saturday, June 28, 2008

ENTRY CLOSING DEADLINE April 15, 2008 Consignment fee \$350

NAME OF HORSE \_\_\_\_\_ REG. NO. \_\_\_\_\_

Breed \_\_\_\_\_ Sex \_\_\_\_\_ Color \_\_\_\_\_ Date Foaled \_\_\_\_\_

To be sold in the name of \_\_\_\_\_ State \_\_\_\_\_

Net sale proceeds payable to \_\_\_\_\_

Registered Owner \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Daytime phone ( ) \_\_\_\_\_ Night phone ( ) \_\_\_\_\_

Agent (or person making entry) \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Daytime phone ( ) \_\_\_\_\_ Night phone ( ) \_\_\_\_\_

Signature of party making entry (X) \_\_\_\_\_

This consignment is being made subject to the Terms and Conditions set forth on the reverse side of this form.

The following items MUST accompany this contract: 1. Registration Certificate(s), 2. Signed Transfer(s) 3.\$350 entry fee (includes pedigree research, catalog fee and stall for entire Derby). Make checks payable to NRHA.

SIRE: Reg. # \_\_\_\_\_ Year Foaled \_\_\_\_\_ Reg. # \_\_\_\_\_

Complete Only If Registration Papers Are Not Submitted.

DAM: Reg. # \_\_\_\_\_ Year Foaled \_\_\_\_\_ Reg. # \_\_\_\_\_

IF BROODMARE COMPLETE IN FULL (INCLUDE ALL FOALS):

2007 Foal: Sex \_\_\_\_\_ Sire \_\_\_\_\_ Breed \_\_\_\_\_

2008 Foal: Sex \_\_\_\_\_ Sire \_\_\_\_\_ Breed \_\_\_\_\_

In foal to: \_\_\_\_\_ Breeding Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Foal in utero eligible for: \_\_\_\_\_

OWNER'S STATEMENT AND ENGAGEMENTS

(Including information not available on AQHA, APHA or NRHA Records. Consignor is responsible for the accuracy of this information. Any engagements or owner statements not listed on this form must be submitted to the Sale Management in a signed statement)

Nominated To: \_\_\_\_\_

Enrolled In: \_\_\_\_\_

Eligible For: \_\_\_\_\_

In Training with \_\_\_\_\_ For \_\_\_\_\_ Days At Sale Time

SALE SPONSORED BY THE NATIONAL REINING HORSE ASSOCIATION SALE HELD DURING THE 2008 NRHA DERBY, OKLAHOMA CITY, OK

MAIL CONSIGNMENT FORMS TO: NRHA 3000 NW 10th St. Oklahoma City, OK 73107-5302 405-946-7400

# CONSIGNORS CONTRACT

This contract is entered into between Seller (Consignor) and the National Reining Horse Association, (hereinafter referred to as Sales Management) pursuant to the following terms and conditions.

- 1 An Entry Fee (as determined on front) shall be tendered to Sales Management with this signed consignor's contract. All entries are subject to approval and/or acceptance by the Sales Management and/or its representative(s). The sale committee and/or NRHA may reject any horse for any reason. All entry fees are deposited upon receipt. NRHA will refund the entry fee on entries not accepted for the catalog. All entry fees for horses accepted into the catalog become non refundable.
- 2 In addition to the entry fee, Consignor agrees to pay to Sales Management 8% of the final bid recognized by the auctioneer if the horse is sold to a bona fide buyer. A fee of 8% of the final bid will be charged on all repurchases, not to exceed \$300. In the event any horse that was repurchased by the consignor during the sale is sold at the event, the consignor agrees to pay Sales Management the full 8% commission on the sale price.
- 3 Upon execution of this contract, Consignor agrees not to dispose of the horse by private sale prior to the 2008 NRHA Derby Spotlight Sale. The horse will be offered to the final bidder. Consignor further agrees not to withdraw his horse except in case of serious injury or serious sickness (as determined by Sales Management). In the event of serious injury or sickness, Consignor agrees to notify Sales Management within 24 hours of discovery of such sickness or injury. If it becomes necessary to withdraw the horse due to serious injury or sickness, a notarized veterinary statement must be presented to Sales Management at least 24 hours prior to commencement of this Sale. The veterinary statement shall state the date the horse was first examined and should be specific as to the nature of the horse's problems. If the horse must be withdrawn due to injury, sickness or death Sales Management will retain the entry fee described in paragraph 1. Substitutions for horses withdrawn due to injury, sickness or death prior to catalog printing will be at the discretion of the sale committee. **In the event Consignor withdraws or sells his horse prior to being offered in the sales ring, Consignor agrees to pay a 8% Penalty Commission of the private sale price (verified with Buyer) to Sales Management. If Consignor wishes to buy back his horse, he or his representative, must make the final bid and commission is based on said final bid.** In the event the horse is not offered for sale, other than illness, injury, death or prior sale, there will be a **\$500 penalty fee** charged. Sales Management reserves the right to publish the name of final bidder.
- 4 Consignor is the sole responsible party for the safety and well-being of his animal until the signing of the Acknowledgment of Purchase form by the final bidder recognized by the auctioneer. Although Sales Management will make every effort to collect the purchase price, Sales Management is simply the Agent in this transaction and Agent will not assume any responsibility for the collection of the purchase price other than as stated in this agreement. At no time does Sales Management have a pecuniary interest in this animal. The Consignor fully warrants clear title of the horse to the Buyer and thereby represents that there are no encumbrances against the horse. Consignor guarantees to Buyer full, complete and peaceful ownership. Consignor further agrees that all known defects and/or unsoundness of any nature, and any predisposing genetic condition plus serious health history will be stated and sole responsibility of Consignor. This includes but is not limited to cribbers, bleeders, cryptorchids, positive HYPP, horses that are nerved, horses that have been foundered, horses that possess any deviation from the norm in the eyes, or those that are unsound of wind. Consignor further warrants that said animal is not suffering from any contagious or infectious disease; and has not been medicated so as to alter the horse's gait, manner, disposition or behavior.
- 5 Consignor shall give written notice to the Sales Office as to any unsoundness pursuant to Section 3 above 48 hours prior to the commencement of the sale. This notice shall become part of Sales Management's file, and must be given to sales clerk before the beginning of the sales session in which the horse sells. Consignor agrees to receive the horse back as being unsold and shall forfeit entry fee if a qualified veterinarian determines that particular animal is unsound, pursuant to Section 3 above, if the particular unsoundness was not announced. The determination and notification to Sales Management in writing of this unsoundness shall be made before the horse is removed from the sale premises (rendering of gate pass) or within 24 hours of the start of the session in which the animal is sold, whichever comes first, except in the case of founder, bleeder, nerved or cribber in which case the time limit will be 3 days from the beginning of the session in which the horse is sold. In the event there is an allegation of unreported unsoundness, the dispute is solely between the Consignor and Buyer. In disputed cases, involving the soundness of an animal or statement by the Consignor, Sales Management, as Agent, will have the sole right to appoint an expert who shall decide the fact at issue. The decision of the expert shall be binding on Consignor and Buyer. If the Consignor is determined to be at fault, he agrees to pay the examination fee. In case the animal is rejected by the Buyer as a result of misrepresentation of the Consignor and the rejection is sustained by the expert, the Consignor will pay the full commission owed and forfeit the entry fee.
- 6 SALES MANAGEMENT reserves the right to reject the consignment of any consignor if it considers the animal unsuitable and/or unfit for sale. This determination shall be made at the sole discretion of Sales Management and/or its designee. SALES MANAGEMENT also reserves the right to (a) determine the order of sale of all entries, (b) to assign stabling facilities as it sees fit, and (c) to change the time or date of this sale should unforeseen circumstances necessitate such a change, (d) subject animals to examination by appointed veterinarian prior to sale, and said will be sold on his findings. Any animal found to be in unsatisfactory condition or unsound will not be permitted to sell (entry fee forfeited).
- 7 Each and every animal consigned to the sale must have a satisfactory **official health certificate dated within 30 days of sale and a negative Coggins Test drawn within 6 months of sale date.** The Consignor agrees to provide Sales Management with the official EIA (Coggins) laboratory certificate on or before sale day. If horse is sold without official laboratory certificate and horse proves to be positive within 30 days after the sale, the Consignor agrees to receive the horse back as unsold and will forfeit the sale proceeds and will pay the Buyer's expenses to return the horse.
- 8 The Registration Certificate of each animal listed as registered must be furnished with a clear title of ownership by the Consignor. If for any reason the Registration Certificate cannot be furnished it is the responsibility of the Consignor to have this information announced by the Auctioneer. Sales Management will withhold settlement to Consignor for all sales when the horse is sold as registered until delivery of Registration Certificate, Transfer, and any necessary documentation in proper order.
- 9 The Consignor agrees that he will be present in person, or have a duly authorized representative present, to make true representations respecting each horse (announcements at time of sale take precedence over all other representations either written or verbal and will be binding upon Consignor); that Consignor will defend on behalf of Show Management, and hold Show Management harmless, any suit, claim or cause of action brought by a Buyer vs. Sales Management on account of sale of his animal or animals.
- 10 The Consignor agrees that Sales Management has the right and sole and absolute discretion to extend credit to the buyer of any animal sold by the Consignor in this sale. Sales Management is authorized to decline any bid by intoxicated or disorderly parties, or by those who have defaulted on former purchases, or by any person who, in its judgement, is not a reliable or responsible party. And in case any purchaser fails to pay for and receive an animal struck down to him, Sales Management is authorized to accept the same amount from another person, or to accept the next highest bid, or it may, if in its judgement it be to the best interest of all concerned, put the animal up for sale the second time. Sales Management shall not be liable for any deficit should the final bid on resale be less than that on the initial sale. But in case where an animal is not paid for fully in cash and/or check, or should conditions make immediate resale as herein provided impossible or impractical, the Consignor agrees to receive it back as unsold, without attaching any liability to Sales Management and this condition includes in its obligation the stoppage of payment of check or draft, or any action of that nature, which includes cases where horse has been removed from the premises by the buyer and payment of check is stopped or is returned marked insufficient fund, or no account, and the like. NRHA reserves the right to change the date, time, and/or location of the sale should unforeseen circumstances necessitate such a change.
- 11 Sales Management will settle with Consignor for property sold not earlier than 10 banking days after the last day of the sale, as it requires that time for checks to clear the bank, make up accounts, and effect settlements with purchasers, and the like, following the sale of animals.
- 12 The laws of the State of Oklahoma will govern this contract.

**The person making this entry has read the terms and conditions of the Consignment Contract and agrees to abide by them.**