

Consignment Contract  
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By entering a horse in the 2009 Southeastern Horse Sale (herein referred to as "Auctioneer"), the Consignor or Consignor's Agent agrees to and certifies the following:

Consignor warrants title to each horse entered in this sale is free and clear of any liens or claims whatsoever. Consignor further warrants all information submitted regarding each entry, including, but not limited to, pedigree, show results, and health, is true and complete. Auctioneer holds no liability whatsoever regarding the truth or accuracy of any claim made by the Consignor.

Auctioneer is hereby authorized as the agent of the Consignor to sell each horse consigned, with complete authority to transfer title and receive proceeds of sale on behalf of the consignor and for the consignor's account. The Consignor will be present at the sale or have a duly and fully authorized agent present to act on his behalf in all matters regarding each consignment.

Auctioneer reserves the right to (1) refuse entry to any animal entered in the sale for any reason; (2) refuse any bid made by any party who auctioneer judges not to be a responsible or trustworthy party; (3) determine the order of sale; and (4) determine or change stabling assignments.

In any case in which the high bidder fails to pay for and receive the animal bought, Auctioneer reserves the right to either accept the next highest bid, put the animal up for auction again, or conduct the animal back to the Consignor as unsold. Such cases may include checks made on insufficient accounts or any other case of non-payment. Consignor understands that no liability shall fall to Auctioneer in any of these circumstances.

The entry fee for each animal consigned shall be Two Hundred Fifty Dollars (\$250.00) and will be paid when this contract is submitted to and accepted by the Auctioneer. Consignor agrees to pay auctioneer total sales commission of Ten Percent (10%) of the highest bid if the final sale amount exceeds Two Thousand Five Hundred (\$2500.00) dollars. Otherwise, the commission shall be the Two Hundred Fifty Dollar (\$250.00) entry fee. In addition to the sales commission, Consignor agrees to pay a facility fee in the amount of Twenty Dollars (\$20.00), and if desired, a catalog photo fee in the amount of Forty Dollars (\$40.00). The facility fee and the catalog photo fee are due upon consignment. All fees, including commission, will be fully earned at the fall of the hammer, even in the event that the animal is returned to the Consignor as unsold pursuant to the conditions of this contract or received no bids.

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Consignor hereby agrees that any animal consigned to be sold by Auctioneer shall not be sold by private sale, either prior to or during the progress of the 2009 Southeastern Horse Sale. If the animal is sold privately before going through the sales ring, the consignor agrees to pay to Auctioneer ten percent (10%) of the total sale price or the sum of Four Hundred (\$400.00) dollars, whichever is greater. Consignor further agrees that no animal consigned will be withdrawn from sale except in case of sickness or injury, such sickness or injury occurring after the time of entry. Said sickness or injury must be severe enough to prevent the animal from realizing a full and fair price, and any withdrawal must be accompanied by presentation of a notarized veterinary certificate explaining the specific condition of the animal which makes withdrawal necessary. In the event that any animal is withdrawn due to health reasons, Auctioneer retains the entry fee of Two Hundred Fifty (\$250.00) dollars.

Should Consignor desire to put a reserve bid on any entry, a Reserve Bid Authorization Form must be completed and submitted to Auctioneer prior to the sale. Consignor agrees to pay a reserve bid fee of Five Percent (5%) of the reserve bid amount, said fee not to exceed Five Hundred (\$500.00) dollars.

Consignor agrees to provide Auctioneer at a time specified by Auctioneer prior to the sale, all documents pertaining to the sale and transfer of the animal. Such documents may include, but are not limited to: registration papers, coggins tests, veterinary certificate as to breeding status, and any health and immunization records as required by law. Broodmares listed as being in foal must have a veterinary certificate dated within ten (10) days prior to the sale stating definitively whether or not the mare is in foal. If no such document is provided, Auctioneer is authorized to, at Consignors expense, have the mare examined to determine pregnancy status. Auctioneer is hereby authorized to withhold all proceeds from the sale of the consignment until all required documents have been received by Auctioneer.

Consignor agrees to have each entry on the sale premises by the time specified by the Auctioneer. Each animal consigned remains in the care, control, custody, and possession of the consignor, whether on or off the sale premises. Auctioneer at no time assumes any responsibility for the care or custody of any animal consigned, as Auctioneer is acting solely as agent of sale. Auctioneer assumes no risk, title to, or liability for any animal consigned to be sold. The animals are the sole responsibility of the consignor, until it is taken by the purchaser in exchange for a stable release issued by Auctioneer. Consignor hereby authorizes Auctioneer to provide veterinary care for any animal consigned, at Consignor's expense if Auctioneer deems such care necessary.

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Should there be a dispute regarding soundness of an animal or of any statement or claim made by the Consignor or his agent, either before, during, or after the sale while the animal is still on the premises, Auctioneer shall have sole authority to appoint an expert mediator whose decision shall be binding on both the Consignor and Buyer. The fee of the expert, if any, shall be paid by the party the expert finds to be in the wrong.

Settlement will be made with consignor no later than thirty (30) days after the last day of the sale.

Consignor indemnifies Auctioneer from all claims, liabilities and expenses, including attorney's fees, arising out of or relating to any breach of this contract by Consignor or Consignor's agent. The sole liability of Auctioneer, should the sale be cancelled or should the Auctioneer fail to catalog or catalog correctly, any animal consigned, shall be the return of the entry fee of Two Hundred Fifty (\$250.00) dollars and the Auctioneer shall not be liable for any damages, actual or consequential, arising out of any such failure or cancellation. Consignor agrees to review all information in catalog and report any inaccuracies or omissions to Auctioneer prior to sale.

Auctioneer shall be entitled to attorney's fees incurred in the enforcement of any part of this contract.

PLEASE NOTE: ALL HORSES ARRIVING ON THE GROUNDS MUST HAVE A NEGATIVE COGGINS DATED NO EARLIER THAN TWELVE (12) MONTHS PRIOR TO SALE DATES. ANY HORSE ARRIVING WITHOUT A COGGINS CERTIFICATE WILL BE SUBJECT TO QUARANTINE AT CONSIGNOR'S EXPENSE. AUCTIONEER ALSO REQUIRES A HEALTH CERTIFICATE NO OLDER THAN 30 DAYS WHICH CERTIFIES THE ANIMAL TO BE FREE OF ANY SYMPTIOMS OF INFECTIOUS DISEASE OR ANY EXPOSURE THERETO.