



BBR WORLD FINALS HORSE SALE

Featuring Select Stallion Stakes Progeny



CONSIGNOR'S CONTRACT

(a signed Consignor's Contract is required before acceptance of entry)

- I hereby consign** the foregoing horses to be sold in the *BBR World Finals Horse Sale (Sale Co.)* to be included in the sale catalogue subject to the following **terms and conditions**. I warrant title to each horse free of adverse claims to ownership, use or possession, parentage, and agree to defend title against all claims. I authorize Sale Co. to advertise and sell each horse at public auction, to make representations and warranties set forth in the Sale Conditions on my behalf, to deliver possession of each horse to the highest recognized bidder, to transfer the title thereto, and to receive and disburse the proceeds of sale from my account. I understand that the Sale Co. is responsible to protect consignors bid **only if said consignor completes a Reserve Bid request at least 3 hours prior to the auction**. I understand that this contract constitutes the Power of Attorney to do so.
- I agree** to pay Sale Co. the required consignment fee by the deadline of entries into sale and agree that each consignment fee will be deemed earned by Sale Co. at that time. I understand that I have the right to withdraw any horse at any time prior to closing deadline and receive a full refund by written notice to Sale Co. Effective on the closing deadline, I agree that horse will be offered for sale unless excused by the Sale Co. I understand that if the horse is sold after entry is accepted Sale Co is entitled to, as liquidated damages, the consignment fee, and a sum of 10% of the sale price or \$1000 whichever is greater.
- I understand** that the consignment fee and conditions for entry into the sale are as follows.

Sale Consignment fee will be \$475 plus commission of 7%, or a minimum of \$250, whichever is greater of the final recognized bid at the sale, by whosoever made, whether horse is sold, not sold or did not receive a bid. If an opening bid is not received by the Auctioneers call, the horse will be passed out as unsold and a minimum commission of \$250 will be applied to consignors final settlement.

After entry is made, there will be no substitutions. If horse is withdrawn after entries are closed no refund will be permitted without a licensed veterinarian determination that the horse is unfit for sale due to injury, illness or death. Upon the receipt of the Veterinarians written statement the Sale Co. will consider a refund not to exceed \$250. **There will be no refunds for any reason after entries have been sent to Catalogue Company.**
- I understand** that the Sale Co. reserves the right to (a) reject the entry of any horse in the sale at any time; (b) approve any assignment of my rights and obligations under this agreement; (c) determine the order of sale of the horses; (d) examine any horse and make such catalogue corrections and announcements as Sale Co. deems necessary; (e) reject any horse they deem not in saleable condition at date of sale, retaining entire consignment fee, and (f) change the time, date, and location of the sale should circumstances warrant, at the sole discretion of the Sale Co. .
- I understand** that net proceeds will be distributed **no earlier than twenty-one banking days (21) after date of sale** and that Sale Co will remit only those net proceeds that have been received in cash, from purchaser of my consignment. I understand that net proceeds will not be distributed on any horse that is the subject of dispute or claim of purchaser until such dispute or claim is resolved and the proceeds of sale have been received by Sale Co. in cash, nor will Sale Co. distribute proceeds on any horse sold on credit or check until such proceeds are received in cash. I understand that I am not entitled to any interest or monetary compensation for any such delay.
- I agree to provide any information Sale Co. might request in regard to the ownership, description, pedigree, parentage verification, produce, performance, health and conformation of each horse, and **I agree to review sale catalogue and promptly notify Sale Co. of any corrections thereto.** I understand that I am the sole grantor of any and all information regarding my horses in sale catalogue and that neither the Sale Co., BBR, Select Stallions Stakes or catalogue company employed by Sale Co will be held responsible for errors in documentation of Sale catalogue.



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7. **I represent and warrant** to the buyer and Sale Co. the following:
- title to horses free of all adverse claims to ownership, use or possession.
 - horses are sound of eyes and mouth, is not a cribber, or wobbler.
 - the pedigree of the horse is as represented and can be verified by DNA testing.
 - horses have not been administered any Exogenous Anabolic Steroids.
 - that I will disclose any invasive surgery that the horses have had and provide a veterinarian's certificate that the horses have not suffered any ill effects from such surgery.

I understand that I am required to notify Sale Co. of any aforementioned physical conditions at the time of entry for inclusion in the catalogue or any condition occurring after entry as an announcement at the sale or face purchaser's possible rejection of the horse and forfeiture of my consignment fee and sale proceeds.

8. **I agree to deliver** each horse f.o.b. the sale location no later than 10:00 A.M. local time on the sale date. I understand the maintenance of each horse is my responsibility until sold, and I agree to care for each horse while stabled at the sale premises in accordance with the Sale Co's husbandry and stabling policies. If I fail to so care for any horse, **I agree that Sale Co may, at Sale Co Option, undertake such care, and I agree to reimburse Sale Co for all expenses for stabling, feed, veterinary care, transportation and maintenance of horses.** I agree that Sale Co., BBR, or Select Stallion Stakes will not incur any liability whatsoever for the loss, damage, injury, death or illness of any horse.
9. **I understand** that Sale Co will use reasonable efforts to verify financial responsibility of the buyer of each horse, and that possession of each horse will be released to the buyer against receipt of future payment after satisfaction of Sale Co settlement procedures. I agree that if the sale of any horse is not consummated by reason of default of the buyer or otherwise, Sale Co., BBR or Select Stallion Stakes shall not be liable for the purchase price of the animal and Sale Co., BBR or Select Stallions Stakes sole obligation is to assist me in the collection of the purchase price of the horse, recover the horse, resale of the horse at the sale or private sale to the extent that I might request. I understand the Sale Co does not guarantee the validity, enforceability, payment or collection of any instrument delivered to Sale Co in payment of the purchase price of any horse. Any obligation the Sale Co., BBR or Select Stallion Stakes might owe to me by reason of default of the buyer or otherwise will be discharged by the Sale Co's resale of the horse, by public or private sale, whether or not the resale price equals the price agreed to be paid by the defaulting buyer.
10. **I agree** to indemnify and hold Sale Co., BBR or Select Stallion Stakes harmless of all claims, expenses and cost (including without limitation, attorney's fees) arising out of:
- any question of title to or the authority to sell any horse.
 - any lien, attachment or claim asserted against any horse or the proceeds of sale
 - any claimed default in my representation or warranties in respect to any horse.
 - loss or damage to property and injury or death of persons caused directly or indirectly by me, my agents or my employees or any horse.
 - my entry or sale of any horse.
 - any questions of parentage of any horse or any failure of the horse to verify it's parentage as represented herein or the sale catalogue.
 - my default in performance hereunder.
- I agree** to pay Sale Co, on demand, the full amount of any loss which Sale Co may incur in settlement of any claim or demand on account thereof.

I understand the terms of the sale conditions and settlement procedures published in the sale catalogue will govern the sale of each horse, as will the laws of the state where the sale is held, and I hereby approve the same and agree to be bound thereby. I understand that if any of the Sale Co's contract be held illegal, such illegality or invalidity shall not affect the remain provisions of the contract.

I have read the foregoing terms and conditions and agree, upon signing, to abide by them.

Signature _____
(If signed by agent, completed agent form must be in Sale Co office)

Date _____