

NCHA SUMMER SPECTACULAR SALES 2009 CONSIGNMENT CONTRACT

Will Rogers Equestrian Center • Fort Worth, Texas

PROFESSIONALLY PRODUCED by WESTERN BLOODSTOCK

FRIDAY, JULY 31 & SATURDAY, AUGUST 1

Final Date For Consideration Of Entry

JUNE 10

SESSION INCLUDES:

- Entry Fee \$450 (deductible from sale proceeds)
- Repurchase Fee \$450
- Commission: 8% of Accepted Bid
- Cattle Charge: \$115 for 3 Head
- Shipping Halters Provided To Buyers
- All Entry Fees Deductible From Sale Proceeds

SHOW HORSES: Trained for cutting & shown on cattle
3-YEAR-OLDS & 2-YEAR-OLDS
YEARLINGS & WEANLINGS
BROODMARES
AGED STALLIONS

OWNER WILL BE NOTIFIED OF ACCEPTANCE AFTER JUNE 10

CATALOG ORDER IS DETERMINED BY PUBLIC DRAW USING THE 1ST LETTER OF THE 2ND DAM'S NAME

Return:

**Completed Consignment Contract
Original Registration Certificate
Signed Transfer Report
Breeders Certificate (for mares in foal)**

To:

Western Bloodstock, Ltd.

PO Box 1389
Weatherford, Texas 76086

PHYSICAL ADDRESS:

925 Santa Fe Drive, Suite 103
Weatherford, Texas 76086

(817)594-9210 Fax (817)596-0430
www.westernbloodstock.com

Original Coggins dated within 6 months & a Health Certificate dated within 15 days of the sale are required on file in the office prior to sale day. Health Certificates must include pregnancy status for mares, the status of descended testicles for stallions 13 months & older, and any other defect or injury.

No Copies Will Be Accepted.

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Auctioneer will select entries (depending on category of entry) based on pedigree, conformation, sex, ability, performance or production, OR refuse entries not acceptable. Owner will be notified of acceptance after June 10.

Part: _____
Day: _____
ID: _____
Type: _____

CONSIGNOR'S Name for Catalog _____

OWNER'S Name _____

Address _____

City _____ State _____ Zip _____

Cell # _____ Home # _____ Office # _____

Fax # _____ E-mail _____

HORSE'S Name _____ Registration # _____ AQHA APHA DNA

If Reg. Pending, Name Applied For _____ Foaling Date ___/___/___ Color _____ Mare Stallion Gelding

Sire's Name & Reg. # _____ Dam's Name & Reg. # _____

HEALTH QUESTIONS Please Complete:

Is VISION IMPAIRED?	Y	N
Does Horse CRIB In Any Way?	Y	N
Is There Obvious GAP BETWEEN UPPER & LOWER TEETH?	Y	N
Has Horse Had ABDOMINAL OR JOINT SURGERY?	Y	N
Has Horse Been NERVED, FOUNDERED, or Had NAVICULAR DISEASE?	Y	N

Explain Any Question Answered **YES:**

Vet's Name & Phone _____

Fitter's Name & Phone _____

For ALL MARES 18 MONTHS & OLDER: In Foal? Yes No **IF YES...please continue**

2009 FOAL SELLING AT SIDE: Sire Of Foal _____ DOB ___/___/2009

PREGNANT FOR 2009 @ SALE: Sire Of Foal _____ LBD ___/___/2008
2008 Breeding Disclosure WITH RETURN WITHOUT RETURN

PREGNANT FOR 2010 @ SALE: Sire Of Foal _____ LBD ___/___/2009
2009 Breeding Disclosure WITH RETURN WITHOUT RETURN

OPEN FOR 2009 List All Foals NOT registered with AQHA or APHA _____

For RECIPIENT MARES: NOTE: Recipient Mares Sell With No Deposit Due Nor Expectation Of Return

2009 FOAL SELLING AT SIDE: Sire Of Foal _____ DOB ___/___/2009

EMBRYO SELLING (due in 2009): Sire Of Foal _____ LBD ___/___/2008

EMBRYO SELLING (due in 2010): Sire Of Foal _____ LBD ___/___/2009

For ALL STALLIONS 13 MONTHS & OLDER: CRYPTORCHID? Yes No

For ALL HORSES UNDER SADDLE: Will Horse Be Shown On Cattle At Sale? Yes No

Estimated Lifetime Earnings: \$ _____ NCHA Novice Eligibility Is: \$ _____

Current Trainer: _____ Original Trainer (if known): _____

Deliver Net Proceeds BY FED EX (\$20 fee) Address for Fed Ex: _____

Owner hereby specifically warrants unto Auctioneer and to all subsequent parties that all information supplied regarding this contract and the horse consigned is true and correct. Owner further acknowledges that the accuracy of all information printed in the sale catalog is Owner's responsibility, and agrees to be bound to all parts (4 pages) of this consignment contract as well as to all the Conditions Of Sale published in the official sale catalog, and agrees that this agreement is binding on and inures to the benefit of all heirs, successors or assigns. I HAVE READ ALL FOUR PAGES OF THIS CONTRACT AND THE CONDITIONS OF SALE IN THE SALE CATALOG, FULLY UNDERSTAND AND AGREE TO THE SAME, INCLUDING MY INDEMNITY OBLIGATIONS AND AGREE THAT THIS HORSE WILL APPEAR AT THE SALE AND I WILL BE RESPONSIBLE FOR ALL APPLICABLE FEES IF HORSE SELLS AS A RESULT OF THIS SALE.

LIENHOLDER'S NAME & PHONE (if applicable) _____

Owner Signature _____ **Date** _____

An original, copy or facsimile of Owner's signature shall be valid for the purpose of this contract.

COMPLETE & RETURN TO WESTERN BLOODSTOCK

Repository/Radiographs – Owners of yearlings, 2-yr-olds, 3-yr-olds & show horses may provide digital radiographs for the sale repository. Radiographs must be submitted to the sale office by 8:00 AM on the day of sale. Digital radiographs are not expected to prove an animal "perfect"; this practice merely allows interested parties the opportunity to make decisions based on information made available. Western Bloodstock does not view digital radiographs, does not use results to determine entry into a sale session and does not announce results.

A list of recommended digital radiograph views is available from Western Bloodstock. Digital radiographs remain the property of Western Bloodstock and are not available for viewing after a horse has sold.

FROM OWNER TO: Western Bloodstock, LTD ("Auctioneer")

RE: Western Bloodstock NCHA Summer Spectacular Stakes Sales 2009

1. **Authorization of Auctioneer.** Owner authorizes Auctioneer to research, advertise, catalog, select the sale session for each horse consigned, sell each horse at public auction, make the representations and warranties set forth in the Conditions of Sale on Owner's behalf, deliver possession of each animal to the highest recognized bidder, transfer title thereto, and receive and disburse the proceeds of sale for Owner's account. Owner warrants that Auctioneer is entitled to all applicable sale fees if horse sells as a result of this sale. If legally required, Owner hereby grants to Auctioneer a power of attorney to perform any of the acts set forth above on behalf of Owner.

Owner warrants the correct identity and title to each animal free from all liens and adverse claims to ownership, use or possession, and agrees to defend title against all claims, including any claims which arise from the horse's failure to satisfy the AQHA's requirement of parentage. Neither Auctioneer nor the pedigree research company retained by Auctioneer shall be responsible for providing information regarding tissue retained by Owner for possible future cloning or information as to same year siblings resulting from embryo transfer or for reporting multiple embryos (foals or embryos in utero in recipient mares of the same year) out of dams in the sale; nor shall either the Auctioneer or the sale catalog company be liable in any way for any Buyer's knowledge/lack of knowledge of such information. All information concerning sales prices, incidental and consequential sales expenses, the existence and amounts of liens, charges and other claims, and the final payment of accounts with respect to Buyers, Sellers, Breeders and Owners **shall not** be deemed to be confidential in nature. All parties agree that Auctioneer may, but shall not be required to, disclose such information without incurring liability to any party. Owner agrees that exclusive cloning rights to the animal sold pass to Buyer unless otherwise announced.

Owner acknowledges that all risk of loss, title to, interest in, and possession of the horse(s) shall remain with Owner until the fall of the hammer when title and risk of loss pass to Buyer(s) at the time of sale. Owner appoints Auctioneer as Owner's agent in this sale with full authority to transfer title, receive the gross proceeds of such sale for Owner's account, deduct any and all fees, commission and expenses due Auctioneer and distribute the net proceeds of sale to Owner and to such other parties in such priority as Auctioneer is directed by Owner or as may be required by law or court order.

2. **Conduct of Sale.** Owner acknowledges that Auctioneer shall also have the right to: (1) select sale entries (depending on the category of said entry) based upon pedigree, conformation, sex, ability, performance or production alone, or refuse entries not acceptable; (2) reject any animal for any reason in Auctioneer's absolute and sole discretion on date of sale; (3) make announcements at time of sale concerning any horse consigned; (4) determine the order of sale; (5) secure any health requirements not provided by Owner from a veterinarian and debit charges to Owner's account; (6) change the date, time or location of the sale if circumstances deem necessary; should the sale be permanently canceled due to uncontrollable circumstances, the sole liability of Auctioneer shall be to return the entry fee and necessary documentation to Owner. Owner acknowledges and agrees that Auctioneer is acting as its agent solely for purposes of selling the horse in question. **AUCTIONEER RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO SUSPEND ANY PERSON WHO VIOLATES THESE CONDITIONS IN ANY MANNER FROM FURTHER PARTICIPATION IN THIS OR ANY OTHER SALE CONDUCTED BY AUCTIONEER. AUCTIONEER FURTHER RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MAINTAIN A LIST OF PERSONS WHO VIOLATE THESE CONDITIONS IN ANY MANNER AND TO PUBLISH SUCH LIST IN FUTURE SALE CATALOGS.**

3. **Payments/Entry Fees and Commissions.** The entry fees specified on the fee schedule appearing on page 1 hereof may be deducted from sale proceeds or submitted with entry. Auctioneer will notify Owner in writing when an entry is accepted for the auction as a consignment. The entry fee is non-refundable and shall be deemed fully earned when Auctioneer accepts this contract, whether paid or unpaid when entry is submitted. In addition to the entry fee and any other fees associated with the sale of Owner's horse(s) as set forth on page 1 hereto, a commission of 8% of accepted bids shall be charged and deducted from Owner's gross proceeds from the sale of horses. After an entry is accepted by Auctioneer, no substitutes shall be allowed.

The commission and other amounts due Auctioneer may be deducted from Owner's proceeds. The commission or repurchase fee and all other fees incurred in connection with the offering of Owner's horse(s) for sale by Auctioneer shall be fully earned by Auctioneer at fall of hammer, even in the event that the horse is returned to Owner as unsold pursuant to the Conditions of Sale or receives no bid. In the event amounts owed to Auctioneer exceed net proceeds of Owner's consignment, Owner shall immediately pay to Auctioneer the balance. Owner's account, if not paid in full within 48 hours of the conclusion of the sale, shall accrue interest on any outstanding and unpaid principal balance at the rate of one and one-half percent (1 ½%) per month from the date of billing until paid.

4. **Repurchase Fee/Reserves.** If Owner elects to repurchase a consigned horse, Owner must do so by: (1) being the highest bidder and signing the Buyer's Acknowledgement of Purchase or, (2) submitting a completed written reserve bid form to Auctioneer at least thirty minutes prior to the horse being led into the ring for sale or, (3) instructing the Auctioneer. Under no circumstance will a reserve bid submitted on this contract or which is turned in to a bid spotter or submitted in any form other than previously stated be accepted. Owner agrees that Auctioneer is **absolved from any liability** if these procedures are not strictly followed. **In addition to the sale session entry fee, a repurchase fee, equal to the entry fee, shall also be charged and deducted from Owner's account for all repurchased horses.** This fee, plus any others specified herein, shall be payable before removing the horse from the sale grounds. **Unless waived by announcement, there shall be a \$1,000 upset price on any horse offered for sale.** Thus, if an opening bid of \$1,000 is not immediately forthcoming at the beginning of bidding, the horse shall be led out as unsold and a repurchase fee, equal to the entry fee, shall be charged and deducted from Owner's account. Owner agrees that Auctioneer shall use any means available to collect applicable sale fees if horse sells as a result of this sale.

5. **Withdrawal/Veterinary Statement.** Upon presentation of a notarized veterinary certificate to Auctioneer stating that the horse has died or suffers from a specific condition rendering it unfit for sale, Owner may withdraw a consigned horse. Auctioneer may appoint a veterinarian to examine any horse so withdrawn from this sale and the opinion of Auctioneer's appointed veterinarian as to whether there is a valid reason for such withdrawal shall be binding and conclusive on all parties. Any unpaid balance of the entry fee for an accepted consignment, however, shall still be considered earned and shall be due and payable to the Auctioneer.

6. **Withdrawal/Private Sales.** Owner agrees not to privately sell or withdraw any horse after it is accepted by Auctioneer for sale consignment. If Owner sells or withdraws any accepted horse prior to the auction or fails to present such horse for sale at the auction for any reason other than as specified in paragraph 5, and Owner does not fully comply with Section 6.1 hereof, Owner agrees to pay Auctioneer any unpaid balance of the entry fee due and, as **LIQUIDATED DAMAGES**, the sum equal to 10% of Auctioneer's appraised value of said horse or \$2,500.00, whichever is greater. The parties further agree that the establishment of damages in the event of withdrawal is difficult to determine and Owner accepts and acknowledges that liquidated damages set forth herein are a fair and reasonable forecast of just compensation and not a penalty. If Owner does not pay any fee or liquidated damages owed to Auctioneer, Owner agrees that Auctioneer may retain any such fee or liquidated damages from any and all proceeds payable to Owner's account from this sale or any other sale.

6.1. **Permitted Private Sales.** Notwithstanding the foregoing, should Owner proceed to privately sell any horse after its acceptance by Auctioneer for sales consignment, Owner must fully comply with the following requirements or pay the liquidated damages and other fees set forth above.

- (1) Owner must notify the Auctioneer in writing of the private sale, including the name of Buyer and the purchase price of the horse;
- (2) The purchase price payable to Auctioneer shall be delivered immediately to Auctioneer for deposit to Owner's account. Auctioneer shall have the right to deduct all fees and commissions therefrom as if the horse had been sold pursuant to the Conditions of Sale;
- (3) An exact copy of the Consignment Contract between Owner and Auctioneer executed by the private sale Buyer ("New Owner"), thereby binding the New Owner jointly and severally with Owner to the performance of all the obligations, terms and conditions of this Consignment Contract with Auctioneer, shall be delivered immediately to Auctioneer;

(4) New Owner may deliver to Auctioneer a written reserve or may bid on the horse in the ring; and; thereafter the horse shall be sold by Auctioneer as cataloged with the additional announcement identifying Owner, as "Agent" rather than Consignor. In all other respects New Owner shall assume all the benefits and obligations of Owner at the time the horse was consigned and cataloged for sale. **Should the horse sell or be repurchased for more than the private purchase price, Owner and New Owner agree to pay Auctioneer all fees and commissions due on any amounts in excess of the private sale purchase price from the proceeds of sale.** In the event that the horse is sold or repurchased for less than the private sale purchase price, all fees paid to Auctioneer in connection with the private sale purchase shall be deemed to be earned and paid in full and there shall be no return of any portion thereof to Owner or the private sale purchaser.

7. **Presentation of Horse for Sale.** Auctioneer will provide Buyer a new shipping halter and lead for each horse purchased. Owner agrees to physically have all horses consigned on the sale premises not later than 2 hours prior to the start of the Sale on the scheduled sale date. Responsibility for getting a horse to and from the auction arena is that of Owner. Auctioneer has no responsibility for the care and custody of any horse consigned, including the providing of veterinary or other care, but Owner hereby authorizes Auctioneer to take such action if deemed reasonably necessary for the health, care and welfare of the horse at Owner's expense, without any liability to Auctioneer.

8. **Warranties.** Each Owner hereby expressly represents and warrants to Auctioneer for each horse consigned, unless stated otherwise in the sale catalog and/or unless otherwise announced at time of sale, that such horse(s) is/are free from disease and, as to horses offered for breeding, are suitable for breeding or, as to horses offered as yearlings, two-year-olds or trained horses, are suitable for training and showing or, as to other categories of horses, each such horse is suitable for the purpose for which it has been cataloged for sale by Owner. **Further, in the event a horse possesses any faults, defects or conditions, Owner shall have the responsibility to inform Auctioneer of such immediately, but not later than thirty minutes prior to the time the horse is led into the ring for sale, so that proper announcements can be made in the sale catalog and/or from the auction block while the horse is in the auction arena.** Owner is solely responsible for having such announcements made and for their accuracy. Owner hereby releases, INDEMNIFIES and holds Auctioneer harmless from any errors and omissions of Auctioneer in connection with making or failing to make any such announcement. In the event Owner misrepresents or fails to disclose any fault, defect or condition of a horse sold or offered for sale, or in the event any of Owner's representations or warranties are incomplete or inaccurate in any way, Owner shall INDEMNIFY AND HOLD HARMLESS Auctioneer from any and all liability, debts, claims, suits, losses, damages, causes of action, judgements, costs and expenses, including attorney fees, incurred by Auctioneer as a result.

OWNER AGREES TO REVIEW THE CATALOG AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO THE SESSION IN WHICH OWNER'S HORSE WILL BE SOLD AND PROMPTLY NOTIFY AUCTIONEER OF ANY ERRORS, INACCURACIES OR OTHER INCONSISTENCIES IN THE DISCLOSURES ON THE CATALOG PAGE FOR ANY OF THE OWNER'S HORSES TO BE SOLD BY AUCTIONEER. Owner is the sole guarantor of all information regarding Owner's horse in the Sales Catalog and neither Auctioneer nor the pedigree research company employed by Auctioneer shall be responsible for errors in the Sales Catalog.

9. **Non Payment/Non Acceptance.** In the event Buyer fails to pay for or accept a horse, Auctioneer reserves the right to: (1) accept the same purchase amount from another Buyer; (2) accept the next highest bid; (3) offer the horse for auction a second time; (4) retain the horse for Owner as unsold. Auctioneer shall not be liable for any deficit should any resale price be less than that on the initial sale. In any instance where a horse is not paid for in full, or should conditions make an immediate resale as provided above impossible or impractical, Owner agrees to receive the animal back as unsold, without further obligation by the Auctioneer. Possession of each horse sold will be released to Buyer against receipt of future payment or notice thereof after satisfaction of Auctioneer's Settlement of Account procedure as set forth in the Conditions of Sale. Seller agrees that if the sale of any horse is not consummated by reason of default by Buyer or otherwise, Auctioneer shall not be liable for the purchase price of the horse. Auctioneer does not guarantee the validity, enforceability, payment or collection of any instrument delivered to Auctioneer by Buyer in payment of the purchase price of any horse.

IN THE EVENT A BUYER GIVES NOTICE OF A DISPUTE OR REFUSES TO PAY FOR A HORSE BECAUSE OF CLAIM OF MISREPRESENTATION, FRAUD, BREACH OF WARRANTY OR OTHERWISE, AUCTIONEER, IN ITS SOLE DISCRETION, MAY ELECT NOT TO PAY OWNER THE NET PROCEEDS OF SALE OF SUCH HORSE UNTIL THE CLAIM HAS BEEN FINALLY RESOLVED AND THE PROCEEDS OF SALE HAVE BEEN RECEIVED BY AUCTIONEER.

10. **Registration Certificates/Title.** The original breed association registration certificate, completed transfer report, application for breed association registration certificate, and/or the stallion breeder's certificate (the "Registration Documents") for each horse sold must be furnished by the Owner prior to the sale. Auctioneer will withhold settlement for all sales, until all Registration Documents have been delivered to the sales company. Auctioneer reserves the right to withhold delivery of all Registration Documents for all horses bought by Buyer OR returned to Owner (in the event of either a withdrawal or a repurchase) until such time as Buyer's or Owner's account with Auctioneer has been paid in full.

11. **Remittance of Sales Proceeds.** Remittance of net proceeds to Owner from Auctioneer will begin after Buyer's payment is deemed sufficient and, if all the following requirements have been met: (1) all necessary and correct documents pertaining to the horse and necessary to complete the sale have been secured by Auctioneer from Owner and (2) any dispute or claim by Buyer or any third party has been resolved. All documents pertaining to the horse shall be held by Auctioneer until Owner's accounts are balanced and Buyer's payment clears the drawee's bank and becomes an unconditional credit. Transfer fee is Owner's responsibility, and the standard charges will be debited to Owner's account with Auctioneer.

12. **Hold Harmless/Indemnification.** All Owners, prospective bidders and Buyers agree to save, HOLD HARMLESS AND INDEMNIFY Auctioneer, Will Rogers Memorial Center, the NCHA, the AQHA, the APHA and their respective agents, employees, partners, directors, officers and/or any person or entity acting on their behalf, from and against any and all liability, debt, claims, suits, losses, damages, causes of action, judgments, costs and expenses, including attorney fees, arising or allegedly arising from (i) personal injury or death of any person (including but not limited to employees of Owner or Buyer) or any horse, including but not limited to any claims arising out of injuries or damages caused by the horse after the fall of the hammer, and (ii) property damage, including loss of use thereof, economic loss or otherwise, arising or growing directly or indirectly out of Owner's or Buyer's use of any of the facilities in connection with the sale, the conducting of the sale or anything occurring in connection with the sale. **Indemnity for Auctioneer's Own Negligence: THE FOREGOING INDEMNITY OBLIGATIONS SHALL APPLY WHETHER OR NOT THE CLAIM OR LIABILITY IN QUESTION RESULTS OR IS ALLEGED TO RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE OR STRICT LIABILITY OF AUCTIONEER, ITS AGENTS, EMPLOYEES, PARTNERS, DIRECTORS, OFFICERS AND/OR ANY PERSON OR ENTITY ACTING ON ITS BEHALF, OR ANY DEFECT IN THE PREMISES, EQUIPMENT OR TOOLS OWNED, OPERATED OR CONTROLLED BY AUCTIONEER. THUS, IT IS UNDERSTOOD AND AGREED THAT IN NO CASE SHALL AUCTIONEER, ITS EMPLOYEES, AGENTS, DIRECTORS, PARTNERS OR OFFICERS BE RESPONSIBLE FOR ANY LOSS, DEATH, DAMAGE OR INJURY OF ANY CHARACTER TO ANY PERSON, ANIMAL OR ARTICLE ARISING FROM OR OCCURRING DURING THE SALE.**

Owner INDEMNIFIES Auctioneer from all claims, liabilities and expenses, including reasonable attorneys' fees, arising out of or relating to any claim based upon any conduct by Auctioneer in connection with performance of any of its duties pursuant to this agreement, the conduct of the Sale by Auctioneer, or resulting from any breach of this contract or the Conditions of Sale (printed in the sale catalog) by Owner. In order to secure payment for all commissions, costs, expenses and damages, including reasonable attorney fees, provided for in this contract or any other monies owed by Owner to Auctioneer or any of its affiliates, Owner grants to Auctioneer a security interest in the horse(s) consigned under this contract and any applicable Registration Documents, and the products and proceeds thereof.

13. **Arbitration.** All participants and attendees at this auction are subject to, and are encouraged to read, the binding arbitration provisions stated in the Conditions of Sale.

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ANY PERSON(S) SIGNING THIS CONSIGNMENT CONTRACT SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE UPHOLDING OF THE TERMS HEREOF AND ACKNOWLEDGES THAT THEY HAVE READ THE FOREGOING AND THE CONDITIONS OF SALE IN THE SALE CATALOG AND, UPON SIGNING THIS CONTRACT, AGREE TO ABIDE BY THEM. FURTHER, ANY PERSON SIGNING THIS CONSIGNMENT CONTRACT REPRESENTS THAT HE/SHE HAS COMPLETED THE DISCLOSURES REQUIRED ON PAGE 2 HEREOF AND THAT ALL SUCH DISCLOSURES ARE TRUE AND ACCURATE IN EVERY DETAIL.