

NCHA SUMMER SPECTACULAR SALE 2009

IMPORTANT SALE FACTS

*The Sale Office will be open in the John Justin-Coburn Room,
at 9:00 am on Wednesday, July 29.*

1) SALE SCHEDULE & LOT ORDER

Sale Lot Order for the NCHA Summer Spectacular Sale is alphabetic by the first letter of the second dam's name. A random draw was made at the NCHA office on June 18, 2009, to determine the first alphabetic letter for each sale day's lot order.

Friday, July 31, 12:00-Noon Demonstration on Cattle, Watt Arena

- Demonstration will be professionally videotaped.
- Demonstration video or a video provided by consignor (*dvd format preferred*) will be shown while selling in the John Justin Sale Arena on sale day.

Saturday, August 1, 9:00 am – John Justin Sale Arena

Summer Spectacular Sale

Lots 1001 – 1075 & 1108-1243
First Letter Of Sale Session Draw-“P”

Slate River Ranch Derby Production Sale

Lots 1076-1107
Sale Order Determined on Behalf of Seller

- * **\$100 Fee Charged For Any Marking/Brand Correction – details below**
- ** **All New Online Video Viewing – details below**

2) SALE STALLING

Sale viewing stalls will be available at 12:00 noon on Thursday, July 30. If earlier arrangements need to be made, contact the NCHA Stall Office at 817-870-2048. Sale horses **MUST** be in the sale viewing stalls at least 2 hours prior to the start of the sale. Additionally, it is your responsibility to get your horse to and from the auction arena, and to care for your horse prior to it being sold.

3) HEALTH REQUIREMENTS

Original Coggins dated within 6 months and a Health Certificate dated within 15 days of the sale is required on file in the sale office prior to sale day. **Health Certificates must include pregnancy status, the status of descended testicles for stallions 13 months and older and any other defect, injury or blemish.**
NO COPIES WILL BE ACCEPTED.

4) REPOSITORY/RADIOGRAPHS

- a. Read the enclosed *yellow* information sheet.
- b. Owners of yearlings, 2-year-olds, 3-year-olds and show horses may provide digital radiographs for the sale repository. The absolute deadline for digital radiographs to be submitted to the sale office is 8:00 am on the day of sale.

* 5) IDENTIFICATION STATION-\$100 FEE will be charged for ANY marking or brand changes.

An identification station will be set up in the John Justin Sale Stall area. Each horse must be checked against their original registration certificate for correct markings, color and brands. The paint brand lot number will be applied after passing through the ID Station. The ID Station will begin checking sale horses at 7:00 am sale day. In the event a correction is needed, an Affidavit for Corrected Certificate will be prepared for your signature and an announcement will be made as the horse sells. Sale proceeds will be held until AQHA/APHA approves the corrections.

IMPORTANT SALE FACTS – cont'd

** 6) VIDEOS

All New Website Video Viewing! - Videos may be viewed by prospective buyers on the Western Bloodstock website. To be included, sellers must deliver a video **DVD (preferred)** or VHS to Western Bloodstock as soon as possible but no later than Friday, July 17.

7) HALTERS

Western Bloodstock will provide a new shipping halter for each horse sold. **DO NOT LEAVE THE SALE ARENA WITH THE WESTERN BLOODSTOCK LEATHER SHOW HALTER PROVIDED FOR DISPLAY PURPOSES ONLY.**

8) PAYMENT

Remittance of net proceeds will begin after buyer's payment is deemed sufficient and if the following requirements have been met: 1) all necessary documents pertaining to the horse and necessary to complete the sale have been secured; 2) any dispute or claim by the buyer or any third party has been resolved.

BREEDER'S CERTIFICATES

- 1) A 2009 Breeder's Certificate is required for mares selling that are carrying foals due in 2010. A Registration Application and signed Transfer Report are required for any foals that are selling at a mare's side.
- 2) If the owner of a covering sire will not issue an actual Breeder's Certificate prior to foaling, have that stallion owner sign the enclosed Breeder's Certificate Guarantee and return it with your other paperwork. A copy of the Guarantee will be provided to the new owner.

A COMPLETED BREEDERS CERTIFICATE OR BREEDER'S CERTIFICATE GUARANTEE FROM THE STALLION OWNER IS REQUIRED BEFORE ANY SALE PROCEEDS OF A BROODMARE WILL BE ISSUED.

ADDITIONAL RESPONSIBILITIES OF CONSIGNOR

1) CONDITIONS OF SALE

It is your responsibility to read and understand the Conditions Of Sale printed on the consignment contract and in the sale catalog.

2) CATALOG ACCURACY

You must review the sale catalog and promptly notify us of any errors, inaccuracies or other inconsistencies in the disclosures on the catalog page.

3) 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, judgments, 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.

4) PRIVATE SALES

YOU HAVE CONTRACTED AND AGREED NOT TO PRIVATELY SELL ANY HORSE AFTER IT HAS BEEN ACCEPTED FOR SALE CONSIGNMENT. You have contracted and agreed that Western Bloodstock is entitled to all applicable sale fees, including commission, if horse sells as a result of this sale.

5) REPURCHASES

If you have a minimum price you will accept for your horse, think carefully about that price, be realistic and keep an open mind. Remember, the best possible way to determine the value of a horse is by the final bid at auction. Please let us know your intentions or expectations prior to the sale. We will, in turn, do our best to achieve a completed sale.

If you do elect to repurchase your horse you 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 the Auctioneer at least 30 minutes prior to the horse being led into the ring for sale. **DO NOT SUBMIT RESERVE BIDS TO BID SPOTTERS OR ANY OTHER AUCTION EMPLOYEES.**