
CONSIGNOR'S CONTRACT

By entering an animal or animals in any sale conducted by **THE BLOODED HORSE SALES COMPANY**, and by the Consignor or his Agent signing the reverse side of this Entry Blank, the Consignor does thereby agree to the following terms and conditions on which animals are entered in the sales conducted by **THE BLOODED HORSE SALES COMPANY**.

The consignor agrees that all animals entered shall be at place of sale in proper time, delivered free of expense to **The Blooded Horse Sales Company**, and subject to their direction, for **SALE** by auction without by-bidding or concealed reserve.

He also agrees that no animal will be withdrawn from the sale, except in case of injury or sickness subsequent to the time of the entry, sufficient in nature to prevent realizing a fair price, and in case of withdrawal of any animal without the consent of the Company, full commission upon a fair valuation will be charged.

The animals consigned to the sales of **The Blooded Horse Sales Company** are entirely at the risk of the Consignor until sold and fully paid for. The Consignor is the responsible party, **The Blooded Horse Sales Company** acting simply as Agent. The Consignor guarantees the title of the property to the buyer, and thereby represents that there are no claims against, no lien upon, nor ownership, in whole or part, of any animal entered by him that can in any way interfere with its rightful sale and delivery, or that can hereafter deprive the purchaser of full, complete and peaceful ownership and that all defects, tricks, vices, unsoundnesses, or faults of any nature known to the Consignor will be stated; and that no animal suffering from a contagious disease or that is unsafe or vicious, will be sent by him to the sale.

The Consignor further agrees that he will be present in person, or have a duly authorized representative present to make true representations respecting each animal; that he will defend any suit at law brought by a purchaser vs. **The Blooded Horse Sales Company** by reason of an on account of sale of his animal or animals. That in disputed cases, involving the soundness of an animal or statement made by the Consignor, said **Blooded Horse Sales Company** will have the sole right to appoint an expert who shall decide the point at issue. The decision of the expert and no other shall be binding on both seller and buyer, and if the Consignor is decided in the wrong he agrees to pay the examination fee, and that in case the animal is refused by a bidder on account of misrepresentation of the Consignor, and the refusal is sustained by the referee, he, the Consignor, will pay the full commission.

The Blooded Horse Sales Company is authorized to decline any bid by intoxicated or disorderly parties, or by those who have defaulted on former purchases, or by any persons who, in their judgment, are not reliable or responsible parties. And in case any purchaser fails to pay for and receive an animal struck down to him, said **Blooded Horse Sales Company** is authorized to accept the same amount from another person, or to accept the next highest bid, or they may, if in their judgment it be to the best interest of all concerned, put the animal up for sale the second time. **But in case where an animal is not paid for fully in cash, the Consignor agrees to receive it back as unsold, without attaching any liability to The Blooded Horse Sales Company, and this condition includes in its obligation the stoppage of payment of check or draft or any action of that nature.**

TERMS OF COMMISSION. A \$150.00 dollar catalog fee is due and payable at time of entry, and this fee will be credited against the commission due in accordance with the following terms. A commission of ten (10%) percent on the first \$10,000 dollars and five (5%) percent on any additional amount above \$10,000 shall be due and payable, but such commission shall be no less than \$150.00. A \$150.00 commission shall be charged on each animal catalogued and not offered (on account of being out of condition), or passed without a bid, to cover basic expenses of sale. When entering a horse you are agreeing to sell exclusively with **THE BLOODED HORSE SALES CO.** and a commission of ten (10%) percent but no less than \$150.00 will be due and payable based on a fair valuation (determined by **The Blooded Horse Sales Company** in its sole and unfettered discretion) of any animal withdrawn from the sale without the consent of **The Blooded Horse Sales Company** (which shall be exercised in its sole and unfettered discretion). An animal claimed in a claiming race after being entered in a sale will be charged \$160.00.

IMPORTANT: THE CONSIGNOR OF ANY HORSE THAT GOES THROUGH THE RING WITHOUT ALL PAPERS TURNED IN TO THE OFFICE WILL BE CHARGED A \$100.00 LATE PAPER FEE. Including but not limited to the following: 1) Signed **REGISTRATION** certificates and necessary signed transfers. 2) Current **AGID (24 hour) EXPORT COGGINS TEST**. 3) **MATING CERTIFICATES**, etc.

The Blooded Horse Sales Company will settle with a Consignor for property sold not earlier than the tenth day (exclusive of Sunday) after the last day of the sale, as it requires that time to make up accounts and straighten up settlements with purchasers, etc.

In all events the Sale Company is acting only as Agent.

The Sale Company or any partner, individual or employee thereof, shall not be held legally liable for any action or suit-at-law whatsoever on the part of the Consignor, the person or persons for whom sale is held, or the Purchaser.

THE BLOODED HORSE SALES COMPANY
