

THE BLOODED HORSE SALES COMPANY

SALE CONTRACT

I enter the animal described below for sale at the auction to be held by your firm at Delaware County Fairgrounds, Ohio on _____ subject to conditions on reverse side of the sale contract, which I acknowledge to have carefully read and examined and which I fully accept and agree to be the Contract between us.

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on a fair valuation (determined by The Blooded Horse Sales Company in its sole and unfettered discretion) of any animal withdrawn from the sale without the consent of The Blooded Horse Sales Company (which shall be exercised in its sole and unfettered discretion).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 \$165.00.

Consigned by: _____ Agent

Signature of party making entry: _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone No.: Home: _____ Work: _____ Fax: _____

Owned by: _____ Address: _____

Name of animal: _____ Foaling Date: _____ Trotter Pacer

Color: bay brown black chestnut gray Sex: Mare Horse Gelding Ridgling

Sire: _____ By: _____

1st Dam: _____ By: _____

Owner's Statement

Racing Broodmare Sire

BROODMARES

Each broodmare in the sale will be offered with veterinarian certificate provided by the consignor and satisfactory to the undersigned, showing her to be in foal, in the opinion of the examining veterinarian, based on manual examination within ten days prior to the date of sale.

Mares believed in foal must have a breeding certificate signed by owner or authorized agent, and NO MARES ACCEPTED WITH SEASON FEE TO FOLLOW.

Bred to _____ State _____

Last Breeding Date _____

Examined by _____

In Foal/Bred Open
Circle One

Season _____ Paid _____

Foal Selling By Side: Sire _____

Color _____ Sex _____ Date foaled _____

NOTICE!

No horse will be sold without a negative AGID (24 hour) Coggins test dated within six months from sale day, listing the horse's registered name, tattoo number, markings and freeze brand.

If the test is from a laboratory not acceptable to the Canadian Government and the horse is sold for export the consignor will be responsible for the cost of another test.

Each horse must appear on a separate sheet and each must be an original (NOT a photostatic copy).

Return All Entries to:
Phone (859) 858-4415
Fax (859) 858-8498

JERRY HAWS
940 Pekin Pike
P.O. Box 187
Wilmore, Kentucky 40390
www.bloodedhorse.com

Engagements

Horse Name: _____

Circle the ones that apply

- | | | | | |
|--|--|---|---|--|
| Delvin Miller Adios
Arden Downs
Lou Babic
Bloomsburg Fair
Bluegrass Series
Breeders Crown
Breeders' Filly Pace
Canadian Breeders Champ.
Cane Pace
Champlain Stakes
The Classic Series
Cleveland Classic
Charles Coon Mem.
Currier & Ives
Harold R. Dancer Mem.
Dexter Cup Stake
Downstate Classic
Fedele Fauri Fut. | Flamboro Downs Breeders
Fox Stake
Freehold Stake
Great Midwest
Hambletonian Stake
Hanover Colt Stake
Hanover Filly Stake
Hayes Mem.
Max Hempt Mem.
Historic Series
Hoosier Cup
Hoosier Stake
The Horseman # _____
Horseman Stake
Illinois Stdbd. Breeders
Indiana Sired Fair Circuit
Indiana Sire Stakes
International Stallion | ISA "Elite" Trot & Pace
Kentucky Futurity
Kentucky Sire Stakes
Keystone Classics
Landmark Stake
Little Brown Jug
Manitoba Great Western
Maryland Sire Stakes
Maryland Stdbd. Fund
Matron Series
Messenger Stake
Michigan Bred Pari-Mutuel
Michigan Breeders Fut.
Michigan Futurity
Michigan Sire Stakes
New Jersey Classic
New Jersey Green Acres
New Jersey Sire Stakes | New Jersey Fut.
New York Sire Stakes
Northfield Grand Circuit
Northlands Filly Pace
Ohio Breeders Champ.
Ohio Fair Fund
Ohio Sire Stakes
Ohio State Fair
Old Oaken Bucket
Ontario Sires Stakes
PA All Stars
Dr. H. M. Parshall Mem.
PA Sire Stake - Fair
PA Sire Stake - Pari-Mutuel
Progress Pace
Review Stake
W. N. Reynolds Mem.
The Art Rooney | Scarlet & Gray
Simcoe Stakes
John Simpson Mem.
Charles I. Smith
Wayne Smullin Mem.
Spartan Fut.
The Standardbred Stake
The Tattersalls Pace
Tompkins-Geers Stake
West Canada Pacing Derby
Wolverine Fut.
World Trotting Derby
Yonkers Trot
Zweig Mem. |
|--|--|---|---|--|

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.**

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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
