



www.TQHA.com

2019 ANNUAL YEARLING SALE With Horses of Racing Age

July 26 & 27, 2019

Consignment Fee: \$600 - **Entry Deadline: May 1, 2019**

Complete one form for each animal consigned; sign the reverse side and return by entry deadline. Entries submitted without a signed contract will not be accepted.

**All Yearlings selling in this Sale are eligible for the
2020 TQHA Sale Futurity (MUST PASS THROUGH SALE RING)**

ALL YEARLINGS MUST BE ACCREDITED TEXAS-BRED (NOT REQUIRED FOR HORSES OF RACING AGE)

INCLUDE THE HORSE'S ORIGINAL REGISTRATION CERTIFICATE WITH THIS ENTRY

IF HORSE IS NOT YET REGISTERED, A COPY OF THE HORSE'S REGISTRATION APPLICATION MUST ACCOMPANY THIS ENTRY

CONSIGNED BY: _____

(Complete this line exactly as you wish consignor name to appear in Sale Catalog - include Agent Name if applicable)

HORSE NAME (or "Pending" if not registered) _____

Reg. No. _____ Embryo Transfer? No Yes Check if: Cribber Cryptorchid Overbite Sight Defect

It is the responsibility of the Consignor to disclose ANY impairments, unsound conditions, or invasive surgery(s) applicable to this animal.

Foaling Date: Month _____ Day _____ Year _____ Color _____ Sex: Female Male Gelding

SIRE _____ QH TB Reg. no. _____

DAM _____ QH TB Reg. no. _____

State Accredited (fees paid, horse accepted)? Yes No (Name State): _____ **In training at sale time?** Yes No

Engagements (paid through 7/31/19) All American Triple Crown Bank of Am. AQHA Challenge Texas Classic Futurity

Other Engagements _____

Registered Owner _____

Address _____

City, State, Zip _____

Phone _____ Cell _____

Email (required) _____

NET PROCEEDS payable to: (Proceeds will be disbursed & mailed as specified here. If more than one check is requested, indicate percentage to each payee). It is the consignor's responsibility to notify Sale Company of ownership and/or address changes.

Name _____ Percentage _____

Address _____

Name _____ Percentage _____

Address _____

Agent's Authorization: I appoint and authorize:

(the "Agent") to act on my behalf to do all acts and handle all matters deemed necessary, appropriate or incidental by him/her to the sale of any animal owned by me and offered for sale at the Sale, including, but not limited to, the Conditions of Sale appearing on the Consignors Contract on the reverse side of this form.

Signed _____
(Registered Owner)

Signed _____
(Agent)

Agent's Address _____

City _____ State _____ Zip _____

Phone(s) _____

Email (required) _____

DUE AT TIME OF ENTRY:

- Completed & Signed **CONSIGNMENT FORM**
- Original **Parentage Verified** AQHA REGISTRATION CERTIFICATE
- Completed and properly signed **AQHA TRANSFER REPORT**
- PAYMENT IN FULL** of consignment fee & completed Accredited Texas Bred Registration

ORIGINALS (NOT COPIES) DUE AT TIME OF SALE:

- A licensed veterinarian's **HEALTH CERTIFICATE** dated no earlier than 7 days prior to the Sale
See EHV-1 requirements
- A current negative **COGGINS TEST** dated no earlier than twelve (12) months prior to the Sale.

FOR OFFICE USE ONLY: Date Received _____ From _____ Date to RGP _____

Date Withdrawn: _____ By _____ Reason _____ Refund Due: \$ _____

Enclosed: Reg Cert _____ Copy _____ Copy Reg. App. _____ Transfer _____ Other _____

Fees Paid: \$ _____ Date _____ Method _____ Check # _____ Balance Due \$ _____ Rev 2/26/19

CONSIGNORS CONTRACT: PLEASE READ BEFORE SIGNING

I hereby nominate for consignment the foregoing livestock (the "Animals") for sale in the TQHA Sale (the "Sale") and for inclusion in the TQHA Sale Catalog. I acknowledge and agree that TQHA shall have the exclusive right, in its sole and absolute discretion to make Sale selections based upon its evaluation of the Animals' pedigrees. I further acknowledge and agree that TQHA may reject my nominee(s) for consignment at any time. Should said nominee(s) not be accepted by TQHA, I will be entitled to the return of the Entry Fee or a portion thereof. If TQHA accepts the Animal(s) set out in my nomination for consignment for inclusion in the Sale, I understand that my consignment and sale is subject to the terms and conditions set forth herein:

1. I warrant title to each Animal free from all adverse claims to ownership, use or possession and agree to defend title against all claims. I authorize TQHA to advertise and see each animal at public auction, to make on my own behalf the representations and warranties set forth in the Sale Catalog, to deliver possession of each Animal to the highest recognized bidder, to transfer title to each Animal to the highest recognized bidder and to receive and disburse the proceeds of sale for my account. I understand that BLACK TYPE used in the Sale Catalog will be based on AQHA records. NO EXCEPTIONS.

2. The Entry Fee for each Animal will be paid when this contract is submitted and the Entry Fee will be fully earned when TQHA accepts the Animal(s) set out in my nomination for consignment for inclusion in the Sale. TQHA's authority to see each Animal is irrevocable and each such Animal will be offered at the Sale unless the Animal is excused by TQHA. In the event any Animal is not offered at the Sale, I agree to pay to TQHA, on demand, as liquidated damages and not as a penalty, the Entry Fee and the sum equal to 20% of: (i) the amount of the sale price if such Animal has been sold; or (ii) the fair market value of such Animal as of the Sale date if such animal has not been sold or the sale price cannot be determined to TQHA's satisfaction.

3. In addition to the Entry Fee, I agree to pay TQHA the sales commission on each Animal computed on the final recognized bid at the Sale, by whomsoever made, regardless of whether such Animal is or is not sold at such bid. TQHA is authorized to deduct all sums owing to TQHA from my account and in the event of any deficiency, I agree to immediately pay TQHA the balance due. The commission will be 5% with a minimum commission of \$150.

4. I understand that TQHA reserves the exclusive right to make Sale selection based solely upon its independent evaluations of the Animals' pedigrees. I further understand that TQHA reserves the exclusive right to (i) reject the entry of any Animal in the Sale at any time on return of the Entry Fee or a portion thereof; (ii) approve my assignment of my rights and obligations under this agreement as a condition to such assignment; (iii) determine the order of sale of all Animals; (iv) assign stabling facilities subject to such stabling policies as TQHA may establish; (v) examine each Animal and make such catalog corrections and announcements as TQHA deems appropriate; and (vi) change the time, date or location of the Sale should circumstances in TQHA's sole discretion, necessitate such a change. Additionally:

- A. All Sale Entries must be Accredited Texas Bred Racing Stock at time of Consignment.
- B. Consignor must be a current 2019 TQHA member in good standing at time of Consignment.
- C. Should entry be refused based upon pedigree evaluation prior to cataloging, the consignor will be notified no later than May 17, 2019, and the Entry Fee will be refunded by the TQHA.
- D. TQHA (Sale Company) will accept NO RESERVE BIDS. Consignor must be the last bidder on Animal to repurchase it.
- E. **A fee of \$50 per animal will be added to all consignment fees which are not paid in full by June 1, 2019.**
- F. A three percent (3%) convenience fee will be added to all credit card transactions.

5. I agree, at the time of entry, to deliver to TQHA the following documents in form satisfactory to TQHA with respect to each animal (1) the original certificate of registration issued by either the American Quarter Horse Association (or my certificate that all matters required by the applicable registry have been furnished and issuance of the certificate or registration pending; (2) all transfer reports and other terms required to transfer registration of the Animal to the Buyer. As a condition to bringing the Animals on TQHA's premises, I agree to provide a health certificate dated NO EARLIER than seven (7) days prior to the date of the Sale and a NEGATIVE COGGINS test dated NO EARLIER than twelve (12) months prior to the date the Animal sells. I UNDERSTAND THAT TQHA WILL WITHHOLD ANY MONIES DUE ME UNTIL ALL SUCH DOCUMENTS IN A FORM SATISFACTORY TO TQHA ARE DELIVERED.

6. PAYMENT TO CONSIGNORS:

- A. Payment to TQHA's consignors will begin on the latter of the 30th banking day or the 30th calendar day after the last day of Sale.
- B. Registration Certificates will be processed within 45 business days after the Sale, but will not be transferred until all transactions have cleared.
- C. Payment to TQHA's consignors will be held until all necessary documents are in TQHA's offices.
- D. **AN ASSESSMENT FEE OF \$150 PER ENTRY WILL BE CHARGED IF ALL SALE DOCUMENTS ARE NOT IN THE TQHA OFFICE BY JULY 15th.** I agree to provide such information as TQHA might request with respect to the ownership, description, pedigree, produce, performance, and health of each Animal.

7. I represent and warrant to TQHA and the buyer of each Animal: (a) title to the Animal free from all adverse claims to ownership, use or possession; (b) the Animal is sound of eyes; (c) the Animal is not a "cribber"; (d) the sex and condition as a gelding or a ridgeling of the Animal is as described in the Sale catalog; (e) the identity of the Animal as described in the Sale Catalog; (f) that each Animal which is a Quarter Horse has been blood typed or had a genetic sample taken in accordance with the current rules and regulations of the applicable breed registry for the Animal and (g) that each Animal which is a Quarter Horse

and foaled after December 31, 1991, has been "Parentage Verified" in accordance with the current AQHA rules and regulations.

8. I agree to deliver each Animal f.o.b. to the Sale location no later than 12:00 Noon local time on July 25, 2019. I understand that the maintenance of each Animal is my responsibility until sold and I agree to care for each Animal while stabled on the Sale premises in accordance with approved husbandry practices and TQHA's stabling policies. On my failure to so care for any Animal, I agree that TQHA may, at TQHA's option, undertake such care and I agree to reimburse TQHA for all expenses of stabling, feed, veterinary care, transportation and maintenance of any Animal. I agree that TQHA will not incur any liability whatsoever for the loss, damage, injury, death or illness of any Animal.

9. I understand that TQHA will use reasonable efforts to verify the financial responsibility of the buyer of each Animal and that possession of each Animal sold will be released to the buyer against receipt of future payment after satisfaction of TQHA's Settlement Procedures. I agree that if the sale of any Animal is not consummated by reason of the default of the buyer or otherwise, TQHA will not be liable for the purchase price of the Animal. TQHA's sole obligation will be to assist me in the collection of the purchase price of the Animal, assist in the recovery of the Animal or to assist in the resale of the Animal at the Sale or by private sale to the extent that I might request. I understand that TQHA does not guarantee the validity, enforceability, payment or collection of any instrument delivered to TQHA in payment of the purchase price of any Animal. Any obligation which TQHA might owe to me by reason of a buyer's default will be discharged by TQHA's resale of the Animal 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 TQHA and TQHA's shareholders, directors, agents, employees, contractors and representatives harmless from all claims, expenses and costs (including, without limitation, attorney's fees) arising out of: (i) any question of title to or my authority to sell any Animal; (ii) any claimed loss or damages relating to blood typing, genetic testing or parentage verification of any Animal as may be required by the American Quarter Horse Association, without limitation, any failure or inability to perform such blood typing, genetic testing or parentage verification; (iii) any lien, attachment or claim asserted against any Animal or the proceeds of sale; (iv) any claimed default in my representations or warranties with respect to any Animal; (v) loss or damage to property and injury or death of persons caused directly or indirectly by me, my agents or employees of any or any Animal; (vi) my entry or sale of any Animal; or (vii) my default in performance hereunder, I agree to pay TQHA on demand, the full amount of any loss which TQHA may incur in settlement of any claim or demand on account thereof.

11. I agree that TQHA shall not be liable for any sickness, disease, theft, death, damage or injury suffered by the Animal(s), including but not limited to loss by fire, inclement weather, theft, running away, disease, accident, or otherwise. I shall be solely responsible for any such sickness, disease, theft, death, damage or injury suffered by the Animal(s). It is my sole obligation to obtain my own accident/mortality insurance coverage to insure against any such loss, as no such coverage is provided by TQHA.

12. I understand that the TQHA reserves the right to reject any consigned horse at any time, up to and including the day of the Sale, for such reason as TQHA shall deem appropriate, in its sole discretion. Such reason(s) shall include, but are not limited to, a horse that poses a health or safety hazard and/or a horse that arrives in poor body condition. The sole liability of the TQHA, should a horse be rejected as described in this Paragraph, shall be return of the Entry Fee (less an administrative charge of 50% of paid fee) for such horse and the Texas Quarter Horse Association shall not be liable for any damages, actual or consequential, arising out of any such rejection.

13. I understand that the terms of the Sale Conditions and Settlement Procedures published in the Sale catalog will govern the sale of each Animal. I have read and understand the Sale Conditions and Settlement Procedures, hereby approve the same and agree to be bound thereby.

14. This agreement will be binding on me, my heirs, personal representatives, successors, permitted assigns, any successor in ownership of each Animal and will inure to the benefit of TQHA's successors and assigns. If the agreement is executed by an agent, such agent will be individually liable, jointly and severally with the principal, for the performance of this agreement. This agreement cannot be amended except in writing executed by the parties.

15. I acknowledge and agree that the sole liability of TQHA, should the Sale be canceled or should TQHA fail to catalog or fail to catalog correctly any horse consigned, shall be the return of the Entry Fee for such horse and TQHA shall not be liable for any damages, actual or consequential, arising out of any such failure.

16. I shall submit to mandatory arbitration to resolve any disputes or claims I may have or claim to have against TQHA arising from the entry or rejection of my nomination for consignment to the Sale. Said arbitration will be conducted in accordance with the rules and regulations set forth by the prevailing party. Judgment upon any award rendered by the arbitrator(s) may be entered by any party and any court having jurisdiction thereof.

17. I acknowledge and agree that the laws of the State of Texas shall govern the construction of the Contract, and the rights, remedies and duties of the parties hereto.

I have read, approve and agree to be bound by the foregoing terms and conditions:

Printed Name: _____

Signed: _____

Date Signed _____

Rev 2/7/19

Please make a copy of this completed contract for your files before returning the original to the TQHA
Texas Quarter Horse Association • 14 N. Main Street, Suite B • Elgin, TX 78621 • (512) 458-5202 • Fax (512) 458-1713 • www.tqha.com