

Entry Form for the Breeders' Classic Sale to be held Saturday, October 28, 2006 at the National Equestrian Center, Lake Saint Louis, Missouri

The consignment fees are as follows: \$375 consignment fee. Commission 8% of last bid.

Silver Consigner: 3 - 5 head consigned at \$350 per consignment, plus 8% of last bid. 1 Free No Sale.

Gold Consigner: 6 or more horses cataloged at \$325 per consignment, plus 8% of last bid. 1 Free No Sale.

Consignment fees may be deducted from the sale proceeds. (Refer to contract stipulations # 5. B.) \_\_\_\_\_

**>> Entry Closing Date August 1, 2006**

THIS SIGNED CONTRACT, ORIGINAL REGISTRATION PAPERS AND SIGNED TRANSFER MUST ACCOMPANY ENTRY.

CONSIGNED BY (as you want to appear in catalog): \_\_\_\_\_

HORSE NAME (or name applied for) \_\_\_\_\_

\_\_\_\_\_ .QH .APHA .TB

Reg. No. \_\_\_\_\_ Reg. Applied For? (Check One) .Yes .No

Foaling Date: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_ Sex: . Mare . Stallion . Gelding

SIRE \_\_\_\_\_

QH .APHA .TB

DAM \_\_\_\_\_

QH .APHA .TB

IF PROSPECT, list Eligibilities (check any below that apply):

. AQHA Incentive Fund . APHA Breeders' Trust . NSBA Stallion Incentive . NSBA Breeders' Cup Futurities

Other Eligibilities: \_\_\_\_\_

IF BROODMARE, complete the following (report multiple embryos already born on a separate sheet)

2005 Foal's Sex \_\_\_\_\_ Sire \_\_\_\_\_

\_\_\_\_\_ .QH .APHA .TB

2006 Foal's Sex \_\_\_\_\_ Sire \_\_\_\_\_

\_\_\_\_\_ .QH .APHA .TB

Does the above 2006 foal sell with the mare (in 1 package)? . Yes . No - If Yes, give Foaling Date:

\_\_\_\_\_/\_\_\_\_\_/2006

STALLION BRED TO: \_\_\_\_\_

\_\_\_\_\_ .QH .APHA .TB

Last Breeding Date \_\_\_\_/\_\_\_\_/2006 - Is this foal an embryo transfer not carried by this mare? . Yes . No

If this foal is an embryo transfer, does it sell with the mare (recipient mare & this mare in 1 package)? . Yes . No

2005 Foal Eligible for: \_\_\_\_\_

If horse is of performance age: in training \_\_\_\_\_ days with \_\_\_\_\_ (trainer)

DEFECTS: Does this animal exhibit any common defects? (Cribbing, Crypt Orchid, Overbite, Stall weaving, etc.)

\_\_\_\_yes \_\_\_\_ no, if yes, disclose: \_\_\_\_\_

FOOTNOTES: Catalog research is limited to breed association data files. Please, include a catalog description of the horse, show accomplishment summary, produce record, etc. (attach separate sheet, if necessary)

(Over) Registered Owner \_\_\_\_\_

Address \_\_\_\_\_

Town, State, Zip \_\_\_\_\_

Phone Number(s) \_\_\_\_\_

Email Address \_\_\_\_\_

Net Proceeds Payable to \_\_\_\_\_

Agent's authorization: I hereby authorize the following person(s) to act as my Agent, with authority 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 reverse side of this contract.

Authorized Agent \_\_\_\_\_

Address \_\_\_\_\_

Town, State, Zip \_\_\_\_\_

Phone No.(s) \_\_\_\_\_

Email Address \_\_\_\_\_

Signature of Owner \_\_\_\_\_

Signature of Agent \_\_\_\_\_

Date \_\_\_\_\_

Please indicate the total number of your consignments to this sale:

As owner: \_\_\_\_\_ As agent: \_\_\_\_\_ [Email Us](#) or call 816-625-8550 for 2006 contracts."

**CONSIGNOR'S CONTRACT - READ BEFORE SIGNING**

I hereby consign the foregoing livestock (the "Animal"(s)) to Breeders' Classic, Inc. (the "Auctioneer") for sale in the Breeders' Classic Sale ("the Sale"), and inclusion in the Sale Catalog subject to the following terms and conditions:

1. I warrant title to each Animal free from all adverse claims to ownership, use or possession or parentage, and agree to defend title against all claims, including any claims which arise from the Animal's failure to satisfy the AQHA's requirement of parentage verification. I authorize Auctioneer to advertise and sell each Animal at public auction, to make the representation and warranties set forth in the Sale Conditions on my behalf, to deliver possession of each Animal to the highest recognized bidder, to transfer title thereto, and to receive and disburse the proceeds of sale for my account. I understand that this Contract constitutes a power of attorney to do so.

2. I agree to pay Auctioneer the designated Entry Fee or supply original registration papers and transfer for each Animal by the Withdrawal Date, and agree that the Entry Fee will be deemed earned by Auctioneer on the Withdrawal Date. I understand that I have the right to withdraw any Animal at any time prior to the Withdrawal Date and receive a refund of the Entry Fee by delivery of written notice to Auctioneer. Effective on the Withdrawal Date, I agree that Auctioneer's authority to sell each Animal will be irrevocable, and that each Animal will be offered at the Sale unless the Animal is excused by the Auctioneer; on such excused withdrawal, the Entry Fee will be retained by the Auctioneer. In the event any Animal is not offered at the Sale (unless withdrawn prior to Withdrawal Date August 28th), I agree to pay Auctioneer, on demand, as liquidated damages, the Entry Fee and the sum equal to ten percent (10%) of the amount of sale price, if the animal has been sold, or a penalty of \$500, whichever is greater. I understand that the Entry Fees and Conditions for Acceptance to the Sale are as follows: I understand that Sale Entry Fee is \$375, plus a Sales Commission of 8% (or a minimum commission of \$100, whichever is greater), of the final recognized bid at the Sale, by whomsoever made, regardless of whether the Animal is sold or not sold.

3. I understand that the aforementioned Entry Fee(s) covers the cost of stalls, stall cards, pedigree analysis, sale catalog and handling of entries prior to sale. I understand that any additional expenses incurred by Auctioneer through the sale or attempted sale of Animal will be my responsibility, and I authorize Auctioneer to deduct all sums owing to Auctioneer from my account, and in the event of any deficiency, I agree to immediately pay Auctioneer the balance due.

4. I understand that Auctioneer reserves the right to: (i) reject the entry of any Animal in the Sale at any time; (ii) approve any assignment of my rights and obligations under this agreement; (iii) determine the order of sale of all Animals; (iv) assign stabling facilities subject to such stabling policies as Auctioneer may establish; (v) examine each Animal and make such catalog corrections and announcements as Auctioneer deems appropriate; (vi) reject Animal if Animal is not in saleable condition on Date of Sale, retaining entire Entry Fee, and (vii) change the time, date or location of the Sale should circumstances, in Auctioneer's sole discretion, necessitate such a change.

5. I agree, at the time of entry, to deliver to Auctioneer the following documents with respect to each animal: (i) the original CERTIFICATE OF REGISTRATION issued by the American Quarter Horse Association, American Paint Horse Association or other applicable breed registry, (or my certificate that all matters required by the applicable registry have been furnished and issuance of the Certificate of Registration is pending), (ii) a completed and signed TRANSFER REPORT to accompany the Registration Papers in order to properly transfer ownership of my animal; (iii) a negative COGGINS TEST dated NO EARLIER than 6 months prior to sale date, (iv) a licensed veterinarian's HEALTH CERTIFICATE that the Animal is in good health dated NO EARLIER than 10 days prior to sale date, and (v) concerning bred mares, a completed association BREEDER'S CERTIFICATE, and PREGNANCY VERIFICATION by a licensed veterinarian dated NO EARLIER than 10 days prior to sale date stating that mare is a) in foal [pregnant], b) not pregnant, or c) bred too recently to determine pregnancy status.

A. I understand that Auctioneer will WITHHOLD ANY MONIES DUE ME until all such documents are delivered.

B. I understand that the horse registration certificate and transfer of ownership document(s), must be received prior to the withdrawal date, August 28th. If these documents are not received, the catalog fee must be paid in full prior to withdrawal date or my consignment will be automatically withdrawn. All other documents (Coggins, Health Papers, Stallion breeding certificates, etc. ) must be received by 5:00 p.m. Friday, October 27th or a \$100 penalty will be assessed by Auctioneer, payable by me..

6. I understand that, providing all necessary documents regarding sale of Animal are in possession of Auctioneer, net proceeds from the sale of my Animal will be distributed no less than twenty one (21) days after date of Sale, and that Auctioneer will remit only those net proceeds that have been received IN CASH from purchasers of my consignment. I understand that proceeds will not be distributed on any Animal that is the subject of a dispute or claim by the purchaser, until such dispute or claim is resolved and the proceeds of sale have been received in cash by the Auctioneer, nor will Auctioneer distribute proceeds of any Animal sold on credit or for check until such net proceeds are received by Auctioneer in cash. I understand that I am not entitled to any interest or monetary compensation for any such delay in the distribution of net proceeds.

7. I agree to provide such information as Auctioneer might request with respect to the ownership, description, pedigree, parentage verification, produce, performance, health and conformation of each Animal. I understand that Auctioneer will provide to me a copy of the Sale catalog prior to the Sale date setting forth my representations and warranties with respect to each Animal, and I AGREE TO REVIEW SUCH CATALOG AND PROMPTLY NOTIFY

AUCTIONEER OF ANY CORRECTIONS THERETO. I understand I am the sole guarantor of all information regarding my Animal(s) in Sale Catalog and that neither the Auctioneer nor the Sale Catalog Production Company employed by Auctioneer will be held responsible for errors in documentation of Sale Catalog.

8. I represent and warrant to the buyer and to the Auctioneer the following: (i) Title to the Animal free from all adverse claims to ownership, use or possession, (ii) The Animal is sound of eyes and mouth, (iii) The Animal is not a "cribber", (iv) The sex and condition as a stallion, gelding or ridgeling of the Animal is as described in the Sale catalog, (v) That no questions as to parentage nor any other controversy exists that would affect registration of the Animal in its respective Breed Association, (vi) The Animal is not afflicted with Locomotor Ataxia (wobbler syndrome), (vii) The Animal is not a twin or of dual parentage, (viii) That the pedigree and parentage of the Animal is as represented, and could be verified by DNA testing in accordance with the applicable Breed Association's current rules. I understand that I AM REQUIRED TO INFORM THE AUCTIONEER OF ANY SUCH AFOREMENTIONED CONDITIONS AT TIME OF ENTRY for announcement at the sale or face purchaser's possible refusal of Animal and forfeiture of my Entry Fee and Sales Commission. I agree that if I represent Animal as Sound of limbs and body, which is also implied by my lack of any statement regarding soundness, the Animal must remain Sound for three (3) days following the Sale date, or I may face purchaser's possible refusal of Animal and forfeiture of my Entry Fee and Sales Commission.

9. I agree to deliver each Animal F.O.B. to the Sale location no later than 8:00am local time on the anticipated Sale date. 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 Auctioneer's husbandry and stabling policies. On my failure to so care for any Animal, I agree that Auctioneer may, at Auctioneer's option, undertake such care, and I agree to reimburse Auctioneer for all expenses of stabling, feed, veterinary care, transportation and maintenance of any Animal. I agree that Auctioneer will not incur any liability whatsoever for the loss, damage, injury, death or illness of any Animal.

10. I understand that neither the Auctioneer nor the Sale Catalog Company will be held responsible for providing information as to multiple Embryos (foals of the same year) out of dams in Sale; nor will either company be held liable in any way for buyer's belated awareness of such information. I understand that I am the sole guarantor of any such warranty.

11. I understand that Auctioneer will use reasonable efforts to verify the financial responsibility of the buyer of each Animal, and that possession of each Animal will be released to the buyer against receipt of future payment after satisfaction of Auctioneer'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, Auctioneer shall not be liable for the purchase price of the Animal and Auctioneer's sole obligation shall be to assist me in the collection of the purchase price of the Animal, recovery of the Animal or resale of the Animal at the Sale or by private sale to the extent that I might request. I understand that Auctioneer does not guarantee the validity, enforceability, payment or collection of any instrument delivered to Auctioneer in payment of the purchase price of any Animal. Any obligation which Auctioneer might owe to me by reason of a buyer's default will be discharged by Auctioneer'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.

12. I agree to indemnify and hold Auctioneer 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 lien, attachment or claim asserted against any Animal or the proceeds of sale; (iii) any claimed default in my representations or warranties with respect to any Animal; (iv) loss or damage to property and injury or death of persons caused directly or indirectly by me, my agents or employees or any Animal; (v) my entry or sale of any Animal; (vi) any question of parentage of Animal or any failure of the Animal to verify its parentage as represented herein and in the sale catalog; or (vii) my default in performance hereunder. I agree to pay Auctioneer, on demand, the full amount of any loss which Auctioneer may incur in settlement of any claim or demand on account thereof.

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, as will the laws of the State wherein the Sale is held, and I hereby approve the same and agree to be bound thereby. I understand that should any provision of Auctioneer's contract be held illegal, such illegality or invalidity shall not affect the remaining provisions of the Contract.

14. This agreement is binding on me, my heirs, personal representatives, successors, permitted assigns, any successor in ownership of each Animal, and will inure to the benefit of Auctioneer's successors and assigns. Any person signing this agreement will be jointly and severally liable for the upholding of these Conditions. I have read the foregoing terms and conditions for the Breeders' Classic Sale, and upon signing this Contract, agree to abide by them.

SIGNED: \_\_\_\_\_ Date \_\_\_\_\_  
Make sure you have read and signed this contract, and mail to:

**Breeders' Classic Inc.**  
**P.O. Box 496**  
**Oak Grove, MO 64075**

Sale catalog will be published online at [www.breedersclassic.com](http://www.breedersclassic.com)