

NRHA

MARKEL FUTURITY SALES

CONSIGNORS CONTRACT-National Reining Horse Association Horse Sales
Please read, then sign at the bottom of the Consignment Form and retain this portion of the
Consignment Contract for your records.

This contract is entered into between Seller (Consignor) and the National Reining Horse Association, (hereinafter referred to as Sales Management) pursuant to the following terms and conditions.

1. An Entry Fee (as determined on the consignment form) shall be tendered to Sales Management or a signed agreement (payment form) to take the entry fee from the sale proceeds will be included with this signed consignor's contract. All entries are subject to approval and/or acceptance by the Sales Management and/or its representative(s). The sale committee and/or NRHA may reject any horse for any reason. All entry fees are deposited upon receipt. NRHA will refund the entry fee on entries not accepted for the catalog. All entry fees for horses accepted into the catalog become non-refundable. Any consignment fees paid with a credit card will be subject to a 3.5% credit card processing fee.
2. Horses foaled in 2008 or after must be paid into the NRHA Nomination Program to be consigned to these sales. All NRHA Sire & Dam offspring are eligible to be consigned to these sales without nomination requirements. Any yearlings or 2-year-olds not nominated and wishing to consign to the Marketplace Sale may nominate at half the price of the applicable year's fees. Consignment must sell in the sale arena to be considered fully nominated. If the consignment is not offered for sale and/or does not sell the consignor may be refunded the nomination fee or pay the remaining half of applicable fee* to receive nomination. *Remaining half must be paid by January 10th of the following year.
3. In addition to the entry fee, Consignor agrees to pay to Sales Management an **8%** commission for the **Select Yearling Sale horses** and the **Marketplace Sale horses** of the final bid recognized by the auctioneer if the horse is sold to a bona fide buyer. Consignor agrees to pay a **9%** commission for **Futurity Prospect Sale horses** of the final bid recognized by the auctioneer sold to a bona fide buyer. A fee of **9%** of the final bid will be charged on all repurchases in Futurity Prospect Sale; and a fee of **4%** will be charged for all repurchases in the Select Yearling and Marketplace Sales. In the event, any horse that was repurchased by the consignor during the sale is sold at the event, the consignor agrees to pay Sales Management the full **9%** commission on the sale price for any horse entered in the **Prospect Sale**.
4. Upon execution of this contract, Consignor agrees not to dispose of the horse by private sale prior to the sale session this horse is consigned to. The horse will be offered to the final bidder. Consignor further agrees not to withdraw his horse except in case of serious injury or serious sickness (as determined by Sales Management). In the event of serious injury or sickness, Consignor agrees to notify Sales Management within 24 hours of discovery of such sickness or injury. If it becomes necessary to withdraw the horse due to serious injury or sickness, a notarized veterinary statement must be presented to Sales Management at least 24 hours prior to commencement of this Sale. The veterinary statement shall state the date the horse was first examined and should be specific as to the nature of the horse's problems. If the horse must be withdrawn due to injury, sickness or death, Sales Management will retain the entry fee described in paragraph 1. Substitutions for horses withdrawn due to injury, sickness or death prior to catalog printing will be at the discretion of the sale committee. **In the event the Consignor withdraws his/her horse prior to being offered in the sales ring, Consignor agrees to pay an 8% or 9% Commission of the private sale price (verified with Buyer) to Sales Management depending on which sale the horse was consigned. If Consignor wishes to buy back his horse, he or his representative, must make the final bid and commission is based on said final bid.** In the event the horse is not offered for sale, other than illness, injury, or death, there will be a **\$1000 penalty fee** charged. Sales Management reserves the right to publish the name of final bidder.
5. Consignor is the sole responsible party for the safety and well-being of his animal until the signing of the Acknowledgment of Purchase form by the final bidder recognized by the auctioneer. Although Sales Management will make every effort to collect the purchase price, Sales Management is simply the Agent in this

transaction and Agent will not assume any responsibility for the collection of the purchase price other than as stated in this agreement. At no time does Sales Management have a pecuniary interest in this animal. The Consignor fully warrants clear title of the horse to the Buyer and thereby represents that there are no encumbrances against the horse. Consignor guarantees to Buyer full, complete and peaceful ownership. Consignor further agrees that all known defects and/or unsoundness of any nature, and any predisposing genetic condition plus serious health history will be stated and sole responsibility of Consignor. This includes but is not limited to cribbers, bleeders, cryptorchids, positive HYPP, horses that are nerved, horses that have been foundered, horses that possess any deviation from the norm in the eyes, or those that are unsound of wind. Consignor further warrants that said animal is not suffering from any contagious or infectious disease; and has not been medicated so as to alter the horse's gait, manner, disposition or behavior.

6. Consignor shall give written notice to the Sales Office as to any unsoundness pursuant to Section 4 above 48 hours prior to the commencement of the sale. This notice shall become part of Sales Management's file and must be given to sales clerk before the beginning of the sales session in which the horse sells. Consignor agrees to receive the horse back as being unsold and shall forfeit entry fee if a qualified veterinarian determines that animal is unsound, pursuant to Section 4 above, if the particular unsoundness was not announced. The determination and notification to Sales Management in writing of this unsoundness shall be made before the horse is removed from the sale premises or within 24 hours of the start of the session in which the animal is sold, whichever comes first, except in the case of founder, bleeder, nerved or cribber in which case the time limit will be 3 days from the beginning of the session in which the horse is sold. In the event, there is an allegation of unreported unsoundness, the dispute is solely between the Consignor and Buyer. In disputed cases, involving the soundness of an animal or statement by the Consignor, Sales Management, as Agent, will have the sole right to appoint an expert who shall decide the fact at issue. The decision of the expert shall be binding on Consignor and Buyer. If the Consignor is determined to be at fault, he/she agrees to pay the examination fee. In case the animal is rejected by the Buyer because of misrepresentation of the Consignor and the rejection is sustained by the expert, the Consignor will pay the full commission owed and forfeit the entry fee.

7. SALES MANAGEMENT reserves the right to reject the consignment of any Consignor if it considers the animal unsuitable and/or unfit for sale. This determination shall be made at the sole discretion of Sales Management and/or its designee. SALES MANAGEMENT also reserves the right to (a) determine the order of sale of all entries, (b) to assign stabling facilities as it sees fit, and (c) to change the time or date of this sale should unforeseen circumstances necessitate such a change, (d) subject animals to examination by appointed veterinarian prior to sale and said will be sold on his findings. Any animal found to be in unsatisfactory condition or unsound will not be permitted to sell (entry fee forfeited).

8. Every animal consigned to the sale must have a satisfactory **official health certificate dated within 30 days of sale and a negative Coggins Test drawn within 6 months of sale date.** The Consignor agrees to provide Sales Management with the official EIA (Coggins) laboratory certificate on or before sale day. If horse is sold without official laboratory certificate and horse proves to be positive within 30 days after the sale, the Consignor agrees to receive the horse back as unsold and will forfeit the sale proceeds and will pay the Buyer's expenses to return the horse.

9. Digital Radiographs must be provided on all 2-year-olds that are accepted into the Futurity Prospect Sale and all yearlings accepted into the Select Yearling Sale. Digital Radiographs must be provided on all yearlings, 2-year-olds and riding horses consigned to the Marketplace Sale. A radiograph report must be provided by the submitting vet for each horse required to have radiographs. Required radiographs must be uploaded to Asteris at www.asteris.com no later than November 24th, five days prior to the start of the Sales and must be no older than 45 days old the day of the sale. Radiographs will be stored in the *Asteris* online repository and available for viewing online in addition to the *Asteris* viewing area at the NRHA Futurity Sales. Said radiographs will not be used for the sale selection process. Minimum digital radiograph requirements as determined by the NRHA Sale Committee are available from the NRHA.

10. **All broodmares must be accompanied by a certificate of a veterinarian's examination within ten (10) days prior to the date of the sale for pregnancy status or breeding condition.** The certificate should state: (1) in foal, in the opinion of the examining veterinarian, based on manual examination within ten (10) days prior to the date of the sale, (2) barren or not bred and apparently free of infectious vaginal diseases or obvious breeding unsoundness in the opinion of the examining veterinarian. If a mare is known to be carrying twins, it must be

disclosed. All Sellers selling mares with a live foal guarantee or return privileges must furnish the Sales Management with written acknowledgement of this agreement signed by the stallion owner (or authorized agent) that such privileges will be honored. If the breeder's certificate is withheld by the stallion owner until the foal is born, Seller must furnish a letter, signed by the stallion owner (or authorized agent), that such certificate is free of any additional cost and indicate how the mare owner should obtain the certificate. **This letter MUST include:** Stallion Owner's Name, Complete Address and Phone Number; Name of Stallion with Registration # and Name of Dam with Registration #; and Breeding Dates.

11. The Registration Certificate of each animal listed as registered must be furnished with a clear title of ownership by the Consignor.

12. The Consignor agrees that he/she will be present in person, or have a duly authorized representative present, to make true representations respecting each horse (announcements at time of sale take precedence over all other representations either written or verbal and will be binding upon Consignor); that Consignor will defend on behalf of Show Management, and hold Show Management harmless, any suit, claim or cause of action brought by a Buyer vs. Sales Management on account of sale of his animal or animals.

13. To protect the desired sales price for the Animal(s), either the Consignor or the Consignor's authorized agent must (A) be the final bidder on the Animal, or (B) deliver a fully executed official NRHA Sale Reserve Bid Form to the NRHA Sales Office at least one hour prior to the beginning of the sale on the day said Animal sells.

14. The Consignor agrees that Sales Management has the right and sole and absolute discretion to extend credit to the buyer of any animal sold by the Consignor in this sale. Sales Management is authorized to decline any bid by intoxicated or disorderly parties, or by those who have defaulted on former purchases, or by any person who, in its judgment, is not a reliable or responsible party. And in case any purchaser fails to pay for and receive an animal struck down to him/her, Sales Management is authorized to accept the same amount from another person, or to accept the next highest bid, or it may, if in its judgment, it be to the best interest of all concerned, put the animal up for sale a second time. Sales Management shall not be liable for any deficit should the final bid on resale be less than that on the initial sale. But in case where an animal is not paid for fully in cash and/or check, or should conditions make immediate resale as herein provided impossible or impractical, the Consignor agrees to receive it back as unsold, without attaching any liability to Sales Management and this condition includes in its obligation the stoppage of payment of check or draft, or any action of that nature, which includes cases where horse has been removed from the premises by the buyer and payment of check is stopped or is returned marked insufficient fund, or no account, and the like.

15. Sales Management will settle with Consignor for property sold not earlier than 10 banking days and not later than 15 banking days after the last day of the sale, providing all necessary registration certificates, transfers, breeders certificates, health papers, and other required documents are in order and the purchaser has not stopped payment on their check or otherwise failed to pay for the horse for any other reason, as it requires that time for checks to clear the bank, make up accounts, and effect settlements with purchasers, and the like, following the sale of animals.

16. The laws of the State of Oklahoma will govern this contract.

The person making this entry has read the terms and conditions of the Consignment Contract and agrees to abide by them.

**PLEASE SIGN AT BOTTOM OF CONSIGNMENT FORM
and retain a copy of this portion of the contract for your records.**

X _____

National Reining Horse Association

~ 3021 W Reno Ave, OKC, OK, 73107 ~ 405.946.7400 ~ Fax 405.946.8425 ~ Email sales@nrha.com