



3rd Annual

**I N D I A N A**

Quarter Horse Speed Sale

**Yearlings**

**2 Year Olds**

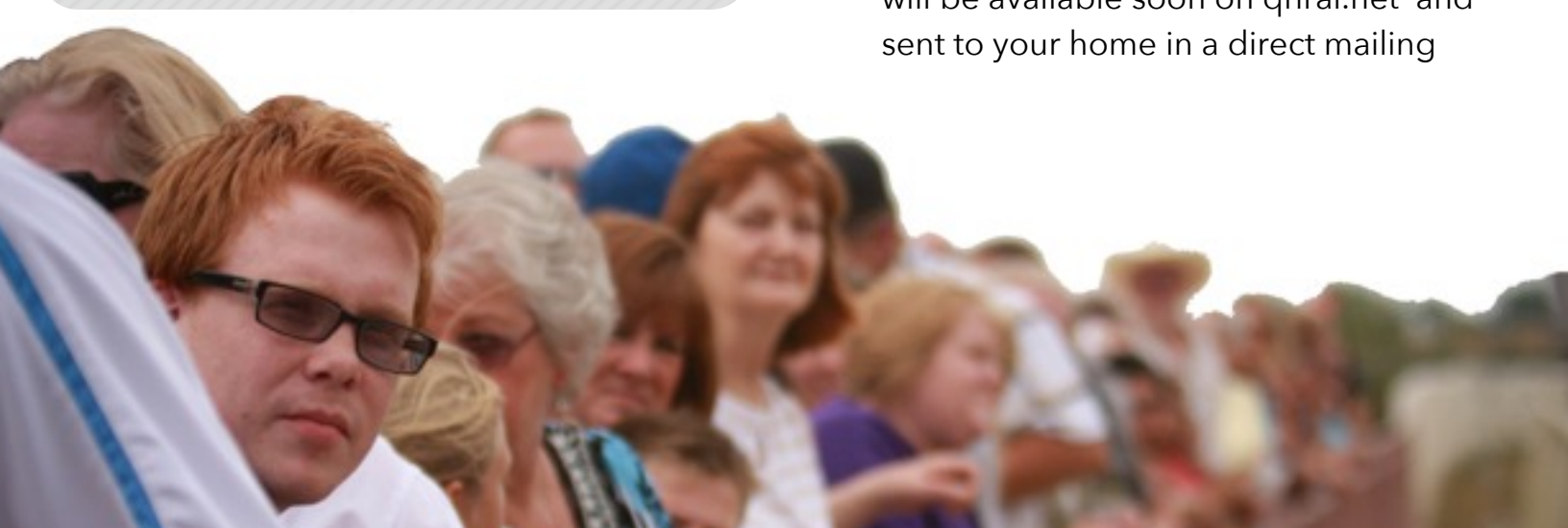
**Horses of Racing Age**

**Broodmares**

**Weanlings**

**Barrel Prospects**

- Horses can begin moving in at noon on Friday July 19th
- Owners Seminar will be held in the Arena from 10:00 am - 11:00 am the morning of the sale
- Sale starts at 1pm
- \$5,000 bonus that will be paid to the consignor of the horse that earns the most money racing in Indiana in 2014
- A 2 year old and aged horse stake race will be offered in 2014 exclusively for horses that go through the QHRAI Speed Sale Ring
- Contracts and additional information will be available soon on [qhrai.net](http://qhrai.net) and sent to your home in a direct mailing



**July 20th at the C Bar C Expo Center, Cloverdale IN**

**Entry Deadline is June 7, 2013**

Mail Entries & Make Checks Payable to:  
QHRAI Speed Sale  
ATTN: Valerie Smith  
PO Box 172, Harmony, IN 47853  
Contact Phone #: 812-223-2843

**ATTENTION CONSIGNORS: PLEASE READ CAREFULLY**

- Consignment contracts must be received by June 7, 2013.
- Hip numbers will be assigned and catalog preparation will begin immediately following the deadline.
- Late entries will not be included in the catalog.
- Check in will begin at noon on Friday July 19, 2013.
- Horses **MUST** be in a stall by 9AM the day of sale or they will not be sold.
- There are no guarantees, the sale is final when the hammer falls.
- Commission is 5%, or \$150 whichever is greater (2% for buybacks).
- Minimum bid is \$500.
- No Credit Card Sales.
- Payment to sellers will be made no sooner than 14 banking days after the last day of sale.
- More info and contracts available at [www.qhrai.net](http://www.qhrai.net).

**CONSIGNMENT FEE:**

- 1-2 Horses: \$200 or \$250 if paid from proceeds.
- 3-4 Horses: \$175 or \$225 if paid from proceeds.
- 5 or More Horses: \$150 or \$200 if paid from proceeds.
- Complete one form for each animal consigned; sign and return by entry deadline.
- Entries submitted without a signed contract will not be accepted.
- This entry is to be accompanied by horse's original Registration Certificate and a properly signed Transfer. If papers are not available (horse is currently racing) then the \$250 entry fee **MUST** accompany the contract.
- If horse is not yet registered, a copy of the horse's registration application must accompany this entry.

# Consignment Contract 2013

**CONSIGNED BY:** \_\_\_\_\_  
*(Complete this line EXACTLY as you wish the Consignor to appear in Sale Catalog – include Agent Name if applicable)*

Horse Name: \_\_\_\_\_ Reg. # \_\_\_\_\_

\_\_\_ Check this line if horse is a breeding prospect only (is no longer sound for racing)

Embryo Transfer? \_\_\_ NO \_\_\_ YES    Check if: \_\_\_ Cribber \_\_\_ Cryptorchid    \_\_\_ Sight Defect    \_\_\_ Bleeder

\_\_\_ Other Defect (explain) \_\_\_\_\_

FOALING DATE: Mo. \_\_\_ Day \_\_\_ Yr. \_\_\_ Color \_\_\_    SEX: Female Male Gelding

SIRE: \_\_\_\_\_ Reg. # \_\_\_\_\_

DAME: \_\_\_\_\_ Reg. # \_\_\_\_\_

DAM'S SIRE: \_\_\_\_\_ Reg. # \_\_\_\_\_

ENGAGEMENTS (paid through sale date): \_\_\_\_\_ In training at sale time? \_\_\_ NO \_\_\_ YES

IF STATE-BRED (fees paid, papers stamped), name state \_\_\_ & check type: \_\_\_ State-Bred/Racing    \_\_\_ State-Bred/Breeding

BROODMARES: \_\_\_ Mare is In Foal    \_\_\_ Mare was not bred to carry a 2014 Foal    \_\_\_ Mare was Bred but is Not in Foal    \_\_\_ Embryo(below)

CARRYING FOAL BY: \_\_\_\_\_ Last breeding date \_\_\_/\_\_\_/\_\_\_

BRED BY EMBRYO TRANSFER TO: \_\_\_\_\_ Last breeding date \_\_\_/\_\_\_/\_\_\_

\_\_\_ Recip Mare w/Embryo sells with mare (sale mare and recip sell as one combined sale entry-subject to additional stall fee)    \_\_\_ Recip w/embryo does not sell

**MARE'S LAST 2 YEARS' PRODUCE** \_\_\_ Check this box if a second page has also been used to list this mare's produce

2013 Foal's sex: F C Sire \_\_\_\_\_ Check if Embryo Transfer

Does 2013 foal sell with mare (at side)? \_\_\_ No \_\_\_ Yes If yes, give foaling date: Month \_\_\_ Day \_\_\_

2012 Foal's sex: F C Sire \_\_\_\_\_ Check if Embryo Transfer

**Registered Owner** \_\_\_\_\_

**Agent's Name** \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Town, ST, Zip \_\_\_\_\_

Town, ST, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Email \_\_\_\_\_

**\*(1 of 3) continued on next two pages\***



## Consignment Contract

# I N D I A N A

## Quarter Horse Speed Sale

### **QHRAI Speed Sale Consignment Contract 2013**

This contract is entered into between Seller (Consignor) and Quarter Horse Racing Association of Indiana, (hereinafter referred to as QHRAI) pursuant to the following terms and conditions:

1. An entry fee (as determined on front) shall be rendered to QHRAI with this Consignor's contract. This fee is not refundable. In addition to this entry fee, Consignor agrees to pay QHRAI a commission fee of 5% of the final bid recognized by the auctioneer or \$150 (whichever is greater) if the horse is sold to a bona fide buyer. Consignor may choose to set a reserve for his horse. Consignor is responsible for bidding to this reserve and for bidding on repurchases. Commission fees apply to repurchases. QHRAI reserves the right to publish the name of the final bidder.
2. Upon execution of this contract, Consignor agrees not to dispose of the horse by private sale. 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. In the event of serious injury or sickness, Consignor agrees to notify QHRAI 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 QHRAI at least 24 hours prior to commencement of the first session of the 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, QHRAI will retain the entry fee described in paragraph one. There will be no substitutions allowed for horses withdrawn due to injury, sickness or death.
3. Consignor is the sole responsible party for the safety and well-being of his horse until the signing of the Acknowledgement of Purchase form by the final bidder is recognized by the auctioneer. Although QHRAI will make every effort to collect the purchase price, QHRAI is simply the Agent in this transaction. At no time does QHRAI have a pecuniary interest in this horse. 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.
4. This contract shall become part of QHRAI's file. Consignor agrees to receive the horse back as being unsold and shall forfeit entry fee if a qualified veterinarian determines that particular defects were not announced. (see page 1: cribber, cryptorchid, sight defect or bleeder.) In disputed cases involving the defects of a horse (identified above), QHRAI 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 agrees to pay the examination fee. In case the horse is rejected by the Buyer as a result of misrepresentation by the Consignor and the rejections is sustained by the expert, the Consignor will pay the full commission owed and forfeit the entry fee.
5. QHRAI reserves the right to reject the sale of any consignment if it considers the horse unfit for sale. QHRAI also reserves the right to (a) determine the order of the sale of all entries, (b) assign stabling facilities as it sees fit, (c) change the time or date of this sale should unforeseen circumstances necessitate such a change, and (d) subject horses to examination by appointed veterinarian prior to sale. Said horse will be sold on his findings. Any horse found to be in unsatisfactory condition will not be permitted to sell (entry fee forfeited).
6. Each and every horse consigned to the sale must have a negative Coggins Test drawn within 12 months of sale date. Out of state horses entering the grounds for this sale must have a satisfactory official health certificated dated within 10 days of sale. The Consignor agrees to provide QHRAI with the original paperwork described herein on or before the sale day.
7. The Registration Papers if each horse must be furnished with a signed transfer of ownership by the Consignor. If for any reason the Registration Papers cannot be furnished, it is the responsibility of the Consignor to have this information announced by the Auctioneer. QHRAI will withhold settlement to Consignor for all sales until it receives delivery of Registration Papers, and any other necessary documentation in proper order. In the case of broodmares, all information required to register unborn foal will be provided by Consignor.
8. The Consignor agrees that he will be present in person, or have a duly authorized representative present, to make true representations concerning each horse (announcements at time of sale take precedence over all other representations, either written or verbal, and will be binding upon Consignor.)
9. QHRAI 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 a horse struck down to him, QHRAI is authorized to accept the same amount from another person, or to accept the next highest bid, or it may in its judgment it is in the best interest for all concerned, put the

**\*(2 of 3) continued on next page\***

horse up for sale a second time. QHRAI shall not be liable for any deficit should the final bid on resale be less than that on the initial sale. But in the case where a horse 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 QHRAI.

10. QHRAI will settle with Consignor for property sold no sooner than 14 banking days after the last day of sale.
11. The laws of the State of Indiana will govern this contract.
12. All EIA (Coggins) laboratory certificates must have all the marking described and drawn on the certificates for International Shipments of Horses. Original Certificate, No Copies accepted! Only (1) one horse per certificate.
13. I represent and warrant that I have read the foregoing terms and conditions of sale and agree to abide by them, and have signed this contract with full and complete understanding thereof.

By signing below, Consignor (or Authorized agent) agrees that all information provided is accurate and true.

## AUTHORIZED AGENT (This form MUST be notarized)

**TO: QHRAI – Quarter Horse Racing Association of Indiana**

I have this day appointed \_\_\_\_\_  
Print name

\_\_\_\_\_  
Address

To act for me in the 2013 QHRAI Speed Sale. Said appointee, as my duly appointed and authorized agent, shall have full power and authority to act for me in any and all matters in connection with or arising out of the sale of horses at the aforementioned sale. Said agent is further authorized to execute any and all documents in connection with the sale and to receive any and all funds and to do all things incidental to and in furtherance of the sale of horses. I authorize the payment of all proceeds of sale to my agent. This agency is revocable only in writing, prior to the date of sale.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Notary

\_\_\_\_\_  
County, State

\_\_\_\_\_  
Address

### \*REQUIRED DOCUMENTS\*

- AQHA Registration Papers
- Signed Transfer
- Coggins is required. (within 12 months of sale date)
- Health Certificate is required for all out of state horses. (within 30 days of sale date)
- Pregnant mares MUST be vet checked in foal 30 days prior to sale and a written statement from vet must be on file.
- State Bred Certificates, if applicable

ALL DOCUMENTS MUST BE IN OFFICE  
BEFORE HORSE CAN SELL

### IMPORTANT NOTICES

- \$200 (or discounted rate) Entry Fee - Must be submitted with contract. Fee is NON-REFUNDABLE and includes stall sign.
- OR-
- \$250 (or discounted Rate) Entry Fee - Entry fee will be taken out of proceeds and registration papers must be submitted with contract. Fee is NON-REFUNDABLE and includes a stall sign.
- AQHA Registration papers must be in office before payment will be made.
- Contract will not be accepted without signature of consignor or his/her agent.