

Due in LQHBA Office May 15, 2018
2018 LQHBA Yearling Sale
CONSIGNMENT FORM
Coushatta Casino Resort – Kinder, LA
August 2nd*, 3rd & 4th (Aug. 2nd IF 3 DAY SALE)

*CONSIGNMENTS MUST BE POSTMARKED OR RECEIVED BY MAY 15, 2018
 WITH ALL REQUIRED PAPERWORK COMPLETED AND TURNED INTO THE LQHBA OFFICE.*

Return this form with the following documents and/or fees

1. Original AQHA Registration Certificate **stamped Parentage Verified \$500 consignment fee.**
 any consignment received or postmarked after May 15, 2018, will incur a late penalty of \$100. Consignments that are late will be \$600.
2. Original Louisiana Bred Certificate
3. Signed Transfer Report (If more than one owner we need both signatures!)
4. 2018 LQHBA Membership Dues (If not a current member, \$50.00)
5. **THE CONSIGNOR IS RESPONSIBLE FOR THE COMMISSION ON THE ENTIRE AMOUNT THAT THE HORSE GOES THROUGH THE SALE RING FOR.** (minimum commission - \$200)
6. AQHA Registration Certificate Stamped Parentage Verified, Signed Transfer and Louisiana Bred Certificate **DUE BY JULY 13th - \$150 LATE PENALTY**

The undersigned acknowledges that he/she has read, understands and agrees to be bound by the consignor rules and regulations. Sign front & back of form!!

CONSIGNOR'S NAME
 AS IT WILL APPEAR

IN THE SALE CATALOG : _____

(complete this line **EXACTLY** as you wish it to appear on top line of catalog – include Agent if applicable)

Horse Name: _____

If Not Registered, but Registration

Applied for, give Names(s) and Date applied for _____

Reg. No. _____ Embryo Transfer? YES NO

Foaling Date: Month _____ Day _____ Year _____ Color _____ SEX: Filly Colt Gelding

CIRCLE IF: Cribber Cryptorchid Sight Impaired Overbite

An extended pedigree will be done on each horse

Sire: _____ QH TB Sire's AQHA registration number: _____

Dam: _____ QH TB Dam's AQHA registration number: _____

ENGAGEMENTS: (Sustaining Fees for all races listed are PAID through 8/30/18) AQHA Challenge Enrolled All American Triple Crown

List Other 2018 LQHBA Louisiana Million Futurity, _____

Stall With : _____

Registered Owner _____ LQHBA Current Member: YES NO \$50 Enclosed

Address: _____ City _____ State _____ Zip _____

Phone _____ Cell _____ Email _____

Agent's Name _____ Phone _____ Cell _____

Email _____

→ I agree to all conditions of sale and special notices on the back of this form.

Sign back & front of form. Signature: _____ Date: _____

****Would you like to donate to our LQHBA Youth Scholarship Program? If so, we ask that you please donate a minimum of \$10. The donation will be taken out of your proceeds from the sale. Every dollar donated will go to our LQHBA Youth Scholarship Program. Thank you! Donation Amount _____ Please Initial Here _____**

AGENT'S AUTHORIZATION: I appoint and authorize:

_____ (printed name), _____, _____ (address) ("Agent") to act for me as my Agent and attorney in fact at the "Sale" to be held on the dates noted on this consignment form (as the said dates may be rescheduled or changed). As the "Principal", I hereby appoint Agent as my duly authorized agent and attorney in fact who shall have full power and authority to act for me, in my name and stead, to act for me in any and all matters in connection with or arising out of the sale or purchase of animals at the Sale and is authorized to execute any and all documents in connection therewith; to grant to Louisiana Quarter Horse Breeders Association ("LQHBA") or its designee/assignee, a security interest in any animals purchased as collateral security for any obligations arising out of the Sale; to receive and disburse any and all funds arising out of the Sale owed to me, net of any commissions and costs of the Sale and generally to do and perform any and all things reasonable and necessary in furtherance of the sale or purchase of horses as the Agent deems reasonable and necessary. All proceeds from the sale of any animals owned by me are hereby authorized to be paid to my agent; and, I hereby agree and bind myself to pay for all animals purchased in my name or on my behalf by my agent. This grant of agency by me as the Principal to the Agent shall continue in full force and effect and shall be revocable by me only upon written notice, actually delivered to the LQHBA. As the Principal, I hereby agree to indemnify and hold the LQHBA, its officers, directors, employees and agents, harmless from and against any and all claims, actions or demands for damages or costs of whatever nature and kind arising out of the reliance upon the above and forgoing by the LQHBA.

*Louisiana Quarter Horse Breeders Association (318-487-9506)
 Mailing Address: 105 Carlyon Lane, Alexandria, LA 71303-7783*

FOR OFFICE USE ONLY:

Date Rec'd _____ Fees Paid _____ ck/mo# _____ FP _____ Date Entered IC _____ BY _____
 Enclosed Registration Certificate _____ Copy _____ LA Bred Certificate _____ Coggins _____ Date _____
 Gelded _____ Transfer _____ DBL _____ Current Member: _____

CONSIGNORS CONTRACT: MUST BE SIGNED - PLEASE READ BEFORE SIGNING

Pursuant to this "Agreement, as the "Consignor", I hereby consign the above and foregoing livestock (the "Animals") to Louisiana Quarter Horse Breeders Association ("LQHBA") for sale in the 2018 LQHBA Yearling Sale (the "Sale") and inclusion in the Sale catalog and agree to be bound to the following terms and conditions:

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 LQHBA to advertise and sell each Animal at public auction, to make on my behalf the representations and warranties set forth in the Sale Catalog, to deliver possession of each Animal to the highest recognized bidder as determined by the Auctioneer, to transfer title to each Animal to the highest recognized bidder and to receive and disburse the proceeds of sale for my account.
2. I agree to pay LQHBA the designated "Entry Fee" of Five Hundred and no/100 (\$500.00) Dollars on or prior to **July 13, 2018** (the "Due Date") for each Animal. Subject to the refund provisions hereinafter set forth, the Entry Fee will be deemed earned by LQHBA on and after the date the horse has been assigned a "Hip Number" by the LQHBA ("Registration Date"). I agree I have the right to withdraw an Animal from the Sale prior to the Registration Date and receive a refund of any portion of the Entry Fee previously paid by me to LQHBA upon delivery of a written notice of withdrawal from me to LQHBA by USPS, certified mail, return receipt obtained or by fax to 318. 487-6033 (**but not email**). On and subsequent to the Registration Date, LQHBA's authority to sell each Animal is irrevocable and each such Animal will be offered at the Sale unless the Animal is struck by LQHBA. In the event any Animal is not offered at the Sale (unless withdrawn prior to the Withdrawal Date or struck by LQHBA), I agree to pay to LQHBA, on demand, as liquidated damages and not as a penalty, the Entry Fee plus the sum of One Thousand and no/100 (\$1,000.00) Dollars (the "Default Fee").
3. In addition to the Entry Fee & Default Fee, I agree to pay LQHBA a sales commission of 5% on each Animal sold, computed on the final recognized bid at the Sale; or 5% on the final recognized bid at the Sale if the animal is not sold (repurchased), with a minimum commission of \$200 which is to be applied whether the animal is sold or not. LQHBA is authorized to deduct all sums owing to LQHBA from my account and in the event of any deficiency, I agree to immediately pay LQHBA the balance due.
4. I agree that LQHBA reserves the right to: (a) reject entry of any Animal based on pedigree and conformation as provided herein; (b) reject the entry of any Animal in the Sale at any time on return of the Entry Fee or a portion thereof for such Animal; (c) approve any assignment of my rights and obligations under this agreement as a condition to such assignment; (d) determine the order of sale of all Animals; (e) assign stabling facilities subject to such stabling policies as LQHBA may establish; (f) examine each Animal and make such catalog corrections and announcements as LQHBA deems appropriate; and (g) change the time, date or location of the Sale should circumstances, in LQHBA's sole discretion, necessitate such a change.
5. Upon execution of this Agreement I agree to deliver to LQHBA the signed transfers, Louisianan Bred Certificate AQHA registration with parentage verification including, also, the following documents in form satisfactory to LQHBA with respect to each animal: (a) the original certificate of registration issued either by American Quarter Horse Association, Appaloosa Horse Club, American Paint Horse Association or The Jockey Club (or my certificate that all matters required by the applicable registry have been furnished and issuance of the certificate of registration is pending); (b) all transfer reports and other items required to transfer registration of the Animal to the Buyer; (c) properly signed stallion service and breeders certificates for bred mares (collectively, herein referred to as the "Papers"). I herewith grant to the LQHBA a security interest in the Papers as collateral for my performance of all obligations contained herein.
6. As a condition to bringing the animals on LQHBA's premises, I agree, prior to the sale, to deliver to LQHBA the ORIGINALS of the following documents: (a) a NEGATIVE COGGINS test dated NO EARLIER than twelve (12) months prior to the date the Animal sells; and (b) a health certificate dated no earlier than twenty (20) days prior to the date the Animal sells. Additionally, I also agree to provide written evidence, by a licensed veterinarian, of pregnancy status for any Animal represented to be bred or pregnant NO MORE than ten (10) days prior to the date the Animal sells. I AGREE AND ACCEPT THAT LQHBA WILL WITHHOLD ANY MONIES DUE ME UNTIL ALL SUCH DOCUMENTS, IN A FORM SATISFACTORY TO LQHBA, ARE DELIVERED.
7. I agree that PAYMENT TO CONSIGNORS by LQHBA will take place as follows: (a) Payment to LQHBA's consignors will begin on the 28th business day after the last day of the Sale, (b) Registration Certificates will not be transferred to a buyer until the LQHBA has received and credited collected funds from the buyer. LQHBA will begin processing Papers f/b/o buyers within 45 working days following the Sale. (c) Payment to LQHBA's consignors will be held until all Papers are in LQHBA's office, (d). In the event of any delay or dispute of whatever nature and kind ("Dispute"), LQHBA, in addition to reasonable attorney fees and all costs, shall charge an additional sum of \$150.00 per Dispute to consignors in the event of a Dispute which results in any delays in procuring or processing the consignor's paperwork.
8. I agree to provide such information as LQHBA might request with respect to the ownership, description, pedigree, produce, performance, health and conformation of each Animal. I agree that LQHBA 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. I agree to review the sale catalog and promptly notify LQHBA of any corrections thereto prior to the Sale.
9. I represent and warrant to the buyer and to LQHBA the following: (a) Title to the Animal free from all adverse claims to ownership, use or possession, (b) The Animal is sound of eyes and mouth, (c) The Animal is not a "cribber", (d) The sex and condition as a stallion, gelding or ridgeling of the Animal is as described in the Sale catalog, (e) That no markings, no questions as to parentage, nor any other controversy exists that would affect registration of the Animal in its respective Breed Association, (f) The Animal is not afflicted with Locomotor Ataxia (wobbler syndrome), (g) The Animal is not a "Wind Sucker," (h) That the pedigree of the Animal is as represented, parentage represented herein has been verified and could be verified again by DNA testing in accordance with the American Quarter Horse Association's or other relative Breed Association's current rules; (i) I will disclose any impairments, unsound conditions or invasive surgery(ies) performed on this animal and provide a veterinarian's certification that the animal has suffered no ill effects from the surgery(s). I accept and agree that I shall provide confirmable notice to LQHBA of any such aforementioned conditions at time of entry for announcement at the sale, or, alternatively agree to rescind the sale of the animal upon default which shall include forfeiture of my Entry Fee and Sales Commission.
10. I agree to deliver each Animal f.o.b. to the Sale location no later than 8:00 a.m. local time on the day before the anticipated Sale date. I agree 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 LQHBA's stabling policies. Upon my failure to so care for any Animal, I agree that LQHBA may, at LQHBA's sole discretion, undertake such care and I agree to reimburse LQHBA for all expenses of stabling, feed, veterinary care, transportation and maintenance of any Animal. I agree that I will reimburse and be responsible for the loss, damage, injury, death or illness of any Animal that I consign such that the LQHBA shall not incur any liability or loss whatsoever.
11. I agree that to protect my anticipated or intended sales price for the Animal(s), either I or my authorized agent must be the final bidder on the Animal.
12. I agree that possession of each Animal sold will be released to the buyer against receipt of future payment after satisfaction of LQHBA'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, LQHBA will not be liable for the purchase price of the Animal. LQHBA's sole obligation will be to assist me as the consignor 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 accept that LQHBA does not guarantee the validity, enforceability, payment or collection of any instrument delivered to LQHBA in payment of the purchase price of any Animal. Any obligation which LQHBA might owe to me by reason of a buyer's default will be satisfied and discharged by LQHBA'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.
13. I agree to indemnify and hold LQHBA and LQHBA's shareholders, directors, agents, employees, contractors and representatives harmless from all Disputes of whatever nature and kind including but not limited to claims, expenses and costs (including, without limitation, attorney's fees) arising out of: (a) any Dispute relating to the title to or my authority to sell any Animal; (b) any claimed loss or damages relating to blood typing 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 parentage verification; (c) any lien, attachment or claim, whether perfected or not, asserted against any Animal or the proceeds of sale; (d) any Default in my representations or warranties with respect to any Animal; (e) loss or damage to property and injury or death of persons caused directly or indirectly by me, my agents or employees or any Animal; (f) my entry or sale of any Animal; or (g) my Default in performance hereunder in any respect. I agree to pay LQHBA, on demand, the full amount of any loss which LQHBA may incur in attempted satisfaction or settlement of any claim or demand on account thereof upon such terms and conditions as the LQHBA deems reasonable and necessary including reasonable attorney fees, court costs and legal interest.
14. I agree that the terms of the Sale Conditions, Auction Rules and Settlement Procedures published in the Sale catalog shall govern the sale of each Animal, and I agree to be bound thereby.
15. This agreement will be binding on me, my heirs, personal representatives, Agent(s) successors, permitted assigns and any successor in ownership of each Animal and will inure to the benefit of LQHBA's successors and assigns.
16. If this 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.
17. Choice of Law; Submission to jurisdiction and venue. This Agreement and all documents executed in connection herewith shall be governed by and construed in accordance with the laws of the state of Louisiana. The exclusive venue of any Disputes arising from this Agreement is agreed to be the Ninth Judicial District Court, Parish of Rapides, Louisiana.

I have read, approve, and agree to be bound by the foregoing terms and conditions. **CONSIGNORS CONTRACT: MUST BE SIGNED - PLEASE READ BEFORE SIGNING.** Consignor/Agent Signature: _____
(Please Print Name) Date: _____