

2014 LQHBA YEARLING SALE

Friday & Saturday, August 8th & 9th
The Pavilion @ Grand Casino Coushatta, Kinder, LA



Consignor Rules & Regulations Eligibility Requirements

1. Each horse must be paid to date in the *Estimated Gross Purse \$1,000,000 2015 LQHBA Futurity* (RG1) & Invitational Stakes. All horses entered in this sale and passed through the sale ring, regardless if sold or repurchased, will be eligible for the \$150,000 added *2015 LQHBA Sale Futurity (RG1)*.

2. Each consignor must be a current member of the LQHBA. Dues may be paid at time of consignment.

3. **Consignments must be postmarked or received in the office on or before May 1, 2014, with all required paper work turned into the LQHBA office. There will not be any exceptions!**

Each consignment must be accompanied By the following:

(A) **Original AQHA Registration Certificate stamped "Parentage Verified"**
All consignments must be registered with AQHA at time of consignment. If the parentage verification process is incomplete at consignment deadline, a copy of the AQHA Registration Certificate and the \$300 consignment fee will be accepted. Upon completion of the parentage verification process the original AQHA certificate stamped parentage verified must be submitted to the LQHBA office. All certificates must be in the LQHBA office by Monday, July 14, 2014.
No consignment will be ACCEPTED OR SOLD WITHOUT the Original AQHA Registration Certificate stamped "Parentage Verified" .

(B) **Original Louisiana Bred Certificate**

(C) **Signed Transfer Report.** (If more than one owner we need both signatures.)

(D) **Negative Coggins Report** (within 6 months) **and Health Certificate** (only good for 30 days). **These two items are to be turned in at the sale on Thursday, August 7, 2014.**

Conditions of Sale

1. A consignment fee of \$300 will be charged to each consignor plus five percent (5%) commission. **THE CONSIGNOR IS RESPONSIBLE FOR THE COMMISSION ON THE ENTIRE AMOUNT THAT THE HORSE GOES THROUGH THE SALE RING FOR.** If the AQHA certificate and signed transfer are enclosed at the time of consignment, the fee will not be required until sale date.

2. The order of sale positions will be established by public draw. Each consignor will be notified in writing of the date, time and place of the drawing. Consignors are invited to attend but attendance is not mandatory.

3. There will be no pass out allowed, but the right to bid is reserved to the consignor.

4. Unless otherwise expressly announced at the time of sale, there is no guarantee of any kind as to the soundness or condition or other quality of any animal sold in this sale except that animals, which are unsound of eyes or possess any deviation from the normal in the eyes or are "cribbers" must be so announced at the time of sale. Any animal sold in this sale as a colt and is at such time a ridgeling or gelding, or is described at time of sale as a gelding and is at such time a colt or ridgeling shall be subject to return to the consignor with refund of purchase price. Any animal whose condition is as aforesaid and is not so announced at the time of sale will be subject to return to the consignor with refund of purchase price, provided that written notice of rejection of the animal with such supporting veterinarian's and other certificates as the LQHBA might require within twenty-four (24) hours after the close of the Sale session in which the animal was purchased. If the buyer rightfully rejects the animal in the manner and within the time provided, the animal will be returned by the buyer to the consignor and the consignor will refund to the buyer the full purchase price of the animal together with all reasonable expenses incurred by the buyer in connection with the animal from the time of sale until the return to the consignor. In any case of return of the animal to the consignor in accordance with these conditions of sale, the consignor shall pay all proper expenses incurred on the horse from the time of sale until the return to the consignor. Proper expenses include such items as veterinarian charges, vanning and boarding.

5. **At the time a horse is checked in, the consignor must furnish the LQHBA with a negative coggins report made within 6 months prior to the sale date along with a current Health Certificate. The health certificate is good for ONLY 30 days.**

6. The AQHA transfer fee of \$15.00 will be paid by the consignor. The LQHBA will handle the transfer transactions.

7. The consignor must leave a good halter and lead rope on the horse after the sale.

8. The LQHBA and its employees and auctioneer do not act for or represent either buyer or seller, but merely provide a medium for binding together buyer and seller for the purpose of sale transaction

9. All sale updates must be turned in to the sale secretary at least 2 hours prior to the start of the session in which the horse sells.

**** NOTICE **** If your required Yearling Sale paper work is not complete by May 1st, then you can still pass the yearling through the fall sale ring and be eligible for the Sale Futurity. "Eligibility for the 2015 Sale Futurity includes: (1) being current on the 2015 LQHBA Breeders Futurity and (2) passing through the sale ring at the 2014 Yearling Sale or the 2014 Fall Mixed Sale as a yearling or 2013 Fall Mixed Sale as a weanling.

Due in LQHBA Office May 1, 2014
2014 LQHBA YEARLING SALE
Consignment Form

Friday & Saturday - August 8th & 9th

Consignments must be postmarked or Received by May 1, 2014 With all required paper work complete and turned into the LQHBA office . There will be no exceptions!!!!

Return this form with the following documents and/or fees

1. Original AQHA Registration Certificate **stamped Parentage Verified** or the \$300 consignment fee and a copy of the AQHA Registration Certificate.
2. Original Louisiana Bred Certificate
3. Signed Transfer Report (If more than one owner we need both signatures!)
4. 2014 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.**

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!!

Consigned By: _____

(complete **EXACTLY** as you wish it to appear on top line of catalog)

Agents Address: _____ / _____ / _____ / _____
City State Zip

Agents Phone: _____ Mobile: _____ Fax: _____ Email: _____

An extended pedigree will be done on each horse.

Name of horse

AQHA Registration number

Sire: _____ **Sire's AQHA registration number:** _____

Dam: _____ **Dam's AQHA registration number:** _____

Registered Owner(s) Name: _____
(if different from "Consigned By")

Address: _____ / _____ / _____ / _____
City State Zip

Phone: _____ **Mobile:** _____ **Fax:** _____

Sex: (Circle One): Colt Gelding Filly **If Gelding Date Gelded:** _____

CHECK IF: ☐ Cribber ☐ Cryptorchid ☐ Sight Impaired ☐ Embryo Transfer

Stall With : _____

Engagements

1. Paid to date: 2015 LQHBA Futurity _____
2. _____
3. _____

➔ I agree to all conditions of sale and special notices on the back of this form. Sign back & front of form. Signature: _____ Date: _____

Louisiana Quarter Horse Breeders Association (318-487-9506)
P. O. Box 12300, Alexandria, LA 71315-2300
Overnight mailing address: 105 Carlyon Dr., Alexandria, LA 71303

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 _____ Sg Signature _____ Dbl Signature _____ NEED: _____ Current Member: _____ Date sent to catalog: _____ By: _____ **PD-2015 LQHBA Futurity 2nd pmt: Yes or No**

**CONDITIONS OF SALE
BIDDERS TAKE NOTICE**

CONDITION FIRST: The horses are offered for sale according to the laws of the State of Louisiana.

CONDITION SECOND: There shall be no upset price on the animals entering the sale ring. If an opening bid on any animal is not immediately forthcoming to the auctioneer’s call, it shall be passed out of the ring as unsold. The right to bid is reserved for all sellers.

CONSDITION THIRD: The highest bidder is to be the buyer, and if any dispute arises between two or more bidders, the horse in dispute shall be immediately put up again for advance bids. If there be no advance, then the horse shall go to the person from whom the auctioneer recognized the last bid. The auctioneer reserves the right to reject any or all bids.

CONDITION FOURTH: Horses will be held at buyers risk and expense from time of sale. NO DELIVERY WILL BE MADE UNTIL FINAL SETTLEMENT. All horses purchased shall be subject to stable charges for each day or fraction thereof from twelve o’clock noon of the day following sale.

CONDITION FIFTH: PAY CASHIER IN ALL CASES. In no cases shall any part of purchase money be paid by the buyer to consignor, as such payment will not be regarded as valid or entitle buyer to delivery of the horse. On final payment for a horse, the cashier of the Louisiana Quarter Horse Breeders Association will issue an order which must be presented by the buyer to the stable manager for its delivery. Buyers are cautioned not to lose these orders.

CONDITION SIXTH: Terms of sale are CASH or APPROVED CHECKS, and payment in full MUST BE MADE TO THE CASHIER IMMEDIATELY AFTER SALE, subject to CONDITIONS SET FORTH HEREIN.

CONDITION SEVENTH: SHOULD BUYER FAIL TO COMPLY IN ANY RESPECT WITH CONDITIONS SET FORTH HEREINABOVE, THE LOUISIANA QUARTER HORSE BREEDERS ASSOCIATION MAY, IN ITS ABSOLUTE DISCRETION, PURSUE ANY REMEDY AVAILABLE AGAINST THE DEFAULTING BUYER, INCLUDING BUT NOT LIMITED TO, TAKING POSSESSION OF THE HORSE, RESALE OF THE HORSE AT PUBLIC AUCTION OR BY PRIVATE AUCTION OR BY PRIVATE TREATY FOR ACCOUNT OF DEFAULTER. In any such case defaulter shall be liable for any deficit in his account after charging to his account all cost of maintenance and resale, including but not limited to, service charges, attorneys fees, costs of litigation, and damages available to undersigned by law.

CONDITION EIGHTH: If any person shall purchase a horse and fail to pay for it within the time limited herein, nothing contained in the CONDITIONS shall prevent the auctioneer, Louisiana Quarter Horse Breeders Association, or the consignor from compelling such person to pay for it.

CONDITION NINTH: Quarter Horse registration papers will be forwarded to the A.Q.H.A. as soon as purchase price has been paid in full.

CONDITION TENTH: UNLESS EXPRSSLY ANNOUNCED FROM THE AUCTION STAND, OR BY OFFICAIL PUBLICATION OF THE LOUISIANA QUARTER HORSE BREEDERS ASSOCIATION, OF AS HEREINAFTER PROVIDED, THERE IS NO WARRANTY OR GUARANTEE OF ANY KIND AS TO THE SOUNDNESS OR CONDITION OR OTHER QUALITY OF ANY HORSE SOLD IN THE SALE.

CONDITION ELEVENTH: Unless otherwise expressly announced at the time of sale, there is no guarantee of any kind as to the soundness of condition or other quality of any animal sold in this sale, except if the animals are “Cribbers” it must be so announced at the time of sale. Any animal sold in this sale which is described at time of sale as a colt, and does not at such time have two testes descended to the scrotum, or that are completely palpable below the inguinal ring; or is described at time of sale as a gelding and is at such time a colt or ridgeling shall be subject to return to the consignor with refund of purchase price. Any animal whose condition is as aforesaid and is not so announced at time of sale will be subject to return to consignor with refund of purchase price, provided that the Louisiana Quarter Horse Breeders Association is so notified in writing and shall be within forty-eight (48) hours after the start of the session at which the animal in question was sold.

CONDITION TWELFTH: The Louisiana Quarter Horse Breeders Association and auctioneer do not act as agents for or represent either buyer or seller, but merely provide a medium for bring together buyer and seller for the purpose of sales transactions. The Louisiana Quarter Horse Breeders Association assumes no liability for defects in the quality, soundness or condition of the animals whatsoever.

CONDITION THIRTEENTH: Buyers and spectators are cautioned to be careful while in the sales area. Louisiana Quarter Horse Breeders Association, consignors, auction company, and buyers are not responsible for accidents.

CONDITION FOURTEENTH: The Auctioneer and Louisiana Quarter Horse Breeders Association are not responsible for statements in this catalog concerning horses listed herein for sale, nor for any warranties concerning these horses. Horses listed in the catalog are sold with engagements listed herein or announced at the time of sale and such information being as represented by consignor to whom only the purchaser shall look for redress in case of errors or omissions. The auctioneer and Louisiana Quarter Horse Breeders Association shall endeavor to have all pedigrees and engagements correctly stated, but are not responsible for errors or omissions.

CONDITION FIFTEENTH: If any check, account or contract is not paid within fifteen (15) days after receipt, it will be placed in the hands of an attorney for collection or enforcement. Purchaser agrees to reimburse Louisiana Quarter Horse Breeders Association for all costs thereof, including fees paid by it.

CONDITONS SIXTEENTH: Horses catalogued in this sale are offered as represented by consignor, and auctioneer and the Louisiana Quarter Horse Breeders Association are not responsible for the accuracy of information provided. While certain information may have been procured by auctioneer from third parties on behalf of consignor, it is nonetheless solely the responsibility of consignor to verify the accuracy of such information and to notify the auctioneer of any corrections prior to sale.

CONDITION SEVENTEENTH: The Louisiana Quarter Horse Breeders Association or auctioneer shall not be bound by any oral or written agreement or alleged agreement varying from these CONDITIONS OF SALE between the buyer and the consignor unless agrees to by the Louisiana Quarter Horse Breeders Association, and any controversy or claim between the buyer and the consignor arising under any such agreement shall be a matter for their resolution.

SPECIAL NOTICES
READ CAREFULLY

THE CONSIGNOR IS RESPONSIBLE FOR THE COMMISSION ON THE ENTIRE AMOUNT THAT THE HORSE GOES THROUGH THE SALE RING FOR. THE LQHBA OFFICE IS NOT RESPONSIBLE FOR ANY TRANSACTIONS HANDLED OUTSIDE THE SALE RING.

CARE OF HORSES AFTER SALE: Although it is the consignor’s responsibility to provide care and feed for horses until noon the day following purchase, please be reminded that title passes at the fall of the hammer at which time the purchaser assumes all risk and responsibility for the horse. Purchasers are advised to contact the consignor to confirm that proper care is being provided. ALL HORSES MUST BE MOVED FROM THE SALE PREMISES BY NOON OF THE DAY FOLLOWING THE LAST SESSION.

ALL ACCOUNTS MUST BE PAID IN CASH AT TIME OF SALE, unless satisfactory credit has been established. In case of default, cost of collection, including all attorneys’ fees, will be assessed to the buyer. **Credit cards** are **NOT** an acceptable method of payment. **After ten (10) days, a 1.5% interest charge per month will be assessed on unpaid balances** until the account is paid in full.

BUYERS must have presented a **REQUEST TO PURCHASE BY CHECK** from fifteen (15) working days prior to the sale. Check with the Sale Office to verify your approval.

AGENT’S AUTHORIZATION: Persons acting as agents must so indicate on the Acknowledgement of Purchase (Sale Ticket) and file an Agent’s Authorization with the Louisiana Quarter Horse Breeders Association.

EXAMINE HORSES PRIOR TO PURCHASING: Veterinary examination should be made prior to the sale. **Examine horses before bidding.** REMEMBER...THE OWNERSHIP OF THE HORSE TRANSFERS AT THE FALL OF THE GAVEL.

THERE IS NO IMPLIED WARRANTY made by the Louisiana Quarter Horse Breeders Association nor consignor as to the merchantability or fitness for a particular purpose of any horse offered for sale in this auction, except for exceptions stated in the “Conditions of Sale.”

PROSPECTIVE BIDDERS ARE CAUTIONED that warranties on horses purchased are only as stated in “Conditions of Sale.” There is no guarantee as to racing soundness.

IT IS THE RESPONSIBILITY OF THE CONSIGNOR to ensure that the correct animal has been hip numbered. The Louisiana Quarter Horse Breeders Association assumes no responsibility that the animal auctioned is the animal presented in the catalog or sales ring. Any dispute is to be settled between consignor and buyer.

ACKNOWLEDGEMENT OF PURPOSE: After making the final bid on a horse, you will be asked to complete and sign the Purchase Agreement. Be sure to CONFIRM THE CORRECT HIP NUMBER AND PRICE before you sign. This document obligates you to pay the bid amount as shown on the form. PLEASE PRINT YOUR NAME and address clearly, since this document is used by the Sale Office when preparing the Transfer Report and by AQHA when mailing you the registration papers. **Please use care when completing this document.**

COGGINS TEST: All horses in this sale have been required to have tested negative for Equine Infectious Anemia (Coggins Test). Test must have performed within six (6) months of sale date. Test papers will be included in the buyer’s packet upon settlement.

HEALTH CERTIFICATE: A health certificate completed within thirty (30) days of the sale is required and will be included in the buyer’s packet upon settlement.

MULTIPLE EMBRYOS: Neither the Louisiana Quarter Horse Breeders Association nor the Sale Catalog Company will be held responsible for providing information as to multiple embryos (foals of the same year) out of mares or dams in sale; nor will be held liable in any way for buyer’s belated awareness of such information. This information is provided by the consignor and is assumed to be accurate. Any dispute is to be settled between consignor and buyer.

I have hereby read and agree to the terms and conditions and special notices of the Louisiana Quarter Horse Breeders sale.

Signature:_____Date:_____