

CONSIGNMENT CONTRACT



EQUINE SALES COMPANY 2020 OPEN YEARLING AND MIXED THOROUGHBRED AND QUARTER HORSE SALE

Sale Date: Saturday, November 21, 2020

To be conducted at: Equine Sales Company, 372 Harry Guilbeau Rd. Opelousas, Louisiana 70570

****CONSIGNMENT DEADLINE: Friday, October 16, 2020***

ACCEPTANCE CRITERIA: Equine Sales Company is excited to present our 2020 Open Yearling and Mixed Thoroughbred and Quarter Horse Sale to be held Saturday, November 21, 2020. Deadline for entries is Friday, October 16, 2020. Entries received after the deadline will be accepted to the sale based upon several factors, including pedigree evaluation, sales histories and sire averages. All entries received considered complete when all requirements and entry fees have been received.

OWNER:

AGENT

Name: _____
 Address: _____
 City: _____
 State: _____ Zip Code: _____
 Phone: (____) _____
 Cell: (____) _____
 Fax: (____) _____
 Email: _____

Name: _____
 Address: _____
 City: _____
 State: _____ Zip Code: _____
 Phone: (____) _____
 Cell: (____) _____
 Fax: (____) _____
 Email: _____

Submitted By: Owner Agent

*****Property Line: The head of each catalogue page will read as consigned by:*****

PLEASE BE SURE TO PROVIDE THIS INFORMATION EXACTLY HOW IT WILL READ ON CATALOG PAGE

Consigned by:

	Consignment Fee	Minimum Commission	5% over Minimum Commission
Weanlings	\$ 275.00	\$ 250.00	5% over Minimum Commission
Yearlings	\$ 275.00	\$ 250.00	5% over Minimum Commission
Horses of Racing Age	\$ 275.00	\$ 250.00	5% over Minimum Commission
Broodmares & Stallions	\$ 250.00	\$ 200.00	5% over Minimum Commission

AGENT'S AUTHORIZATION FROM OWNER:

Agent's Name: _____
 Address: _____ City, State, Zip Code: _____
 Telephone: _____ Fax: _____ E-Mail Address: _____

The undersigned, as Owner of the horses consigned for sale at the Auction Sale identified in this Contract, hereby appoints the above named as my agent to act on my behalf in any and all matters in connection with this sale. These powers include, but are not limited to, cataloguing, providing additional information, executing any and all documents in connection with the sale, incurring appropriate and incidental expenses related to the Sale or withdrawing horse from the Sale. Said agent may establish reserve prices, or bid on any horse on this contract whether or not a reserve price has been previously established. **Owner authorizes the payment of all proceeds of sale to above named agent. Owner expressly agrees to be bound by all terms set forth in this Consignment Contract.**

Owner's signature to authorize Agent: _____ Date: / / 2020

Return Contract to: **Equine Sales Company**
 372 Harry Guilbeau Rd., Opelousas, LA 70570
 Tel: (337)678-3024 * Fax: (337)678-3028 * E-mail: sales@equinesalesofla.com
 Web site: www.equinesalescompany.com
 * Additional contracts can be downloaded from website

Foster Bridewell, Sales Director: (214) 718-7618

Make Checks Payable to: **Equine Sales Company, 372 Harry Guilbeau Rd., Opelousas, LA 70570**

CONSIGNMENT CONTRACT

PLEASE READ BEFORE SIGNING

To: Equine Sales Company, LLC ("Auctioneer") 372 Harry Guilbeau Rd., Opelousas, LA 70570 Owner agrees as follows:

1. Auctioneer is hereby appointed as Owner's agent to sell each horse consigned, with full authority to transfer title thereto, to receive the proceeds of sale for Owner's account, and to distribute sales proceeds as Auctioneer reasonably believes to be appropriate. Owner is solely responsible for the correct identity of each horse consigned, and for the accuracy of any and all information regarding each horse in the sales catalogue. Owner agrees to review all information and to report any material inaccuracies or omissions to Auctioneer prior to sale.
2. Owner warrants title and ownership of each horse consigned, free and clear of any liens or adverse claims whatsoever except those which Owner communicates to Auctioneer in writing prior to sale.
3. The entry fee for each horse consigned will be paid when this contract is submitted and the entry fee will be fully earned and non-refundable when Auctioneer accepts this contract. In addition to the entry fee, Owner will pay Auctioneer a sales commission of the greater of (1) five percent (5%) of the last bid on each horse sold or bid in for Owner's account, or (2) the minimum commission specified, in this contract. Owner also agrees to pay to Auctioneer all amounts customarily charged to consignors in connection with the sale of their horses. The commission and other amounts due Auctioneer may be deducted from Owner's proceeds and the commission shall be fully earned by Auctioneer at fall of the hammer, even in the event that the horse is returned to Owner as unsold pursuant to the Conditions of Sale or receives no bid. In the event amounts owed to Auctioneer exceed net proceeds of Owner's consignment, Owner shall immediately pay to Auctioneer the balance due and said balance shall bear service charges of one and one-half percent (1 1/2%) per month from the date of billing until paid.
4. Owner may withdraw in writing any consigned horse prior to assignment of the catalog hip number and the entry fee will be refunded. Thereafter, Owner may withdraw any consigned horse if it is unfit for sale due to material veterinary reasons acceptable to Auctioneer upon presentation of a notarized veterinary certificate stating the specific condition of the horse which necessitates withdrawal. If Owner sells any consigned horse prior to the auction or withdraws or fails to present any horse for sale at the auction for reasons other than as authorized above, Owner agrees to pay Auctioneer as liquidated damages five percent (5%) of the greater of Auctioneer's appraised sales value or the minimum commission specified herein. Entry fees are non-refundable after assignment of hip number in the catalog.
5. Auctioneer shall have the right, in its sole and absolute discretion, to extend credit to the purchaser of any horse in Owner's consignment. In the event the purchaser of a horse fails to sign the Acknowledgement of Purchase form presented to purchaser by Auctioneer or fails to make settlement as provided in the CONDITIONS OF SALE, or should Auctioneer, in its sole and absolute discretion, elect not to extend credit to purchaser and the purchaser fails to pay the full sales price and any applicable taxes in cash, such horse may be put up for resale for Owner's account and Auctioneer shall not be liable for any deficit should the resale price be less than the original sales price. Auctioneer will attempt to give Owner notice of such resale, but Owner agrees to indemnify and hold Auctioneer harmless from any adverse consequences of such resale regardless of whether Owner receives notice before the fact. Should Auctioneer elect not to resell such horse, Owner will accept return of such horse as unsold provided that Auctioneer waives sales commission.
6. Owner agrees to provide Auctioneer, prior to commencement of the Sale, all documents pertaining to the horse necessary to complete the sale, including but not limited to, Jockey Club Certificate of Foal Registration (JCC), blood testing, Stallion Service Certificate, current certificate of negative Coggins tests, veterinary certificate as to breeding status, and any government required health and immunization records and certificates. If the JCC for any horse consigned has not been issued, Owner hereby represents that all documentation and payments required by the Jockey Club to complete and issue such certificate have been provided. If Owner fails to provide any such document to Auctioneer, Owner authorizes Auctioneer, at its option, to secure such document from the person possessing it or, alternatively, Auctioneer may refuse to sell the horse or withhold proceeds due Owner until such document has been received.
7. Should any horse consigned be a twin or be required under Jockey Club rules of registration to be registered as "dual parentage," and such fact has not been disclosed at time of sale, Owner shall accept return of such horse as unsold and will reimburse purchaser and Auctioneer for all reasonable expenses incurred for the cost, maintenance and transportation of the horse from time of sale until return to Owner.
8. Owner agrees to have all horses consigned on the sales premises by the time specified by Auctioneer or as otherwise authorized by Auctioneer or Owner. Auctioneer has no responsibility for the care or custody of any horse consigned, including the providing of veterinary or other care, but Owner hereby authorizes Auctioneer to take such action, without liability on its part, should such action be deemed reasonably necessary by Auctioneer.
9. Forty (40) days after date of sale, Auctioneer will remit the net proceeds of Owner's consignment, provided that Auctioneer shall not be required to remit the net proceeds of sale of any horse: (1) that is the subject of a dispute or claim by the purchaser or any third party, or (2) in the event of default by purchaser in payment of the purchase price, until such dispute, claim or default is resolved and the sales proceeds have actually been received by Auctioneer. Sales proceeds received by Auctioneer but not remitted shall not earn interest for Owner's account, nor shall any sales proceeds not received by Auctioneer owing to a dispute, claim or default earn interest for Owner's account.
10. Auctioneer shall have, in its sole discretion, the right to (1) reject at any time any horse consigned; (2) determine the order of sale; (3) assign or change stabling assignments; (4) change the date or location of the sale; and (5) make announcements at time of sale concerning any horse consigned.
11. The sole liability of Auctioneer, should the sale be canceled or should Auctioneer fail to catalogue or fail to catalogue correctly any horse consigned, shall be return of the entry fee for such horse and Auctioneer shall not be liable for any damages, actual or consequential, arising out of any such failure.
12. All information concerning sales prices, incidental and consequential sales expenses, the existence and amounts of liens, charges and other claims, and the final payment of accounts with respect to buyers, sellers, breeders and consignors shall not be deemed to be confidential in nature. All parties agree that Auctioneer may, but shall not be required to, disclose such information without incurring liability to any party.
13. Owner indemnifies Auctioneer from all claims, liabilities and expenses, including reasonable attorneys' fees, arising out of or relating to any breach of this contract by Owner, including, without limitation, claims relating to ownership of any horse consigned, the priority of payment of sales proceeds, and the distribution of sales proceeds as Auctioneer reasonably deems appropriate. In order to secure payment for all commissions, costs, expenses and damages, including reasonable attorneys' fees, provided for in this contract or for any other monies owed by Owner to Auctioneer arising out of other transactions, Owner grants to Auctioneer a security interest in the horse(s) consigned under this contract and any applicable JCC(s) or Stallion Service Certificate(s), and the products and proceeds thereof. Owner appoints Auctioneer as Owner's attorney-in-fact to prepare, execute and file any Financial Statements or other documents necessary to perfect the security interest granted herein and Auctioneer shall have all rights and remedies of a secured party pursuant to this Contract and the Uniform Commercial Code.
14. Owner acknowledges that Auctioneer may, from time to time, waive provisions of Consignment Contracts or the Conditions of Sale but Owner agrees that such waiver shall not constitute or commit Auctioneer to make a similar waiver in the future.
15. If someone other than Owner is executing this Contract as agent for Owner, the agent shall have obtained an Agent's Authorization and Owner and agent shall be jointly and severally liable for all obligations arising hereunder in favor of Auctioneer.
16. It is agreed that each broodmare in this sale will be offered with a veterinary certificate provided by the consignor in conformity with standards established by the American Association of Equine Practitioners, showing her to be either (1) pregnant, in the opinion of the examining veterinarian, based on manual or ultra sound examination with ten (10) days prior to the date of the sale, or (2) not pregnant, but suitable for mating in the opinion of the examining veterinarian based upon appropriate examining with ten (10) days prior to the date of sale. It is further agreed that the purchaser may have any broodmare examined by a veterinarian before the broodmare is removed from the sale premises and within twenty-four (24) hours after the end of the session in which the broodmare was sold. If the purchaser's veterinarian finds the broodmare not to be as certified and if the consignor's veterinarian continues to disagree, Auctioneer will appoint a third veterinarian whose certificate in these circumstances shall be final, binding and conclusive upon consignor, purchaser and all other parties absent of fraud or bad faith. If the broodmare is found to be not as certified, pursuant to the above procedures, she may, at the option of Purchaser, be returned to the Consignor as unsold. If she is found to be pregnant when sold as not pregnant, the Purchaser may as stated above, rescind the sale or may accept the sale, but in that event the Purchaser shall pay the applicable stud fee. Any filly or mare shall be characterized as "pregnant" if a practitioner has examined such animal for pregnancy post mating during the applicable year and such examination indicated that such filly or mare was pregnant. The result of a positive pregnancy determination should be indicated in a manner showing the applicable number of days such as "pregnant - 41 days".
17. Any horse sold as a horse of racing age which is nerved, is a "breeder", or is currently on the starters, stewards or veterinarians list in the state where the sale is conducted must be so announced. Any animal sold in this sale which is described at time of sale as a colt, and does not have two testes descended to the scrotum; or is described at the time of sale as a gelding, and is at such time a colt or ridgling; or is described at time of sale as a ridgling, and is at such time a gelding, shall be subject to return to consignor.
18. I agree that no horse of racing age herein consigned shall be entered in a race on the day following the sale. I agree to have all horses herein consigned available for inspection on the sales premises not later than the times specified by Auctioneer in its notice to consignors regarding the sale.
19. Owner represents that he or she has read all provisions of this contract and agrees to be bound by them and the Conditions of Sale which govern this Sale.
20. Once a horse is on the sale grounds of Equine Sales Company for a sale, the consignor will be responsible for no less than the minimum commission, regardless if the horse passes through the sale ring or not. Exception, if the horse is deemed unfit for sale by a licensed veterinarian, to be submitted in writing to the sale company, outlining his reasons for withdrawing the horse from the sale.

DATE: _____ SIGNED: _____

OWNER AUTHORIZED AGENT

Consignment

Fee

******\$250******

EQUINE SALES COMPANY

QUARTER HORSE

BROODMARES & BROODMARE PROSPECTS

Sale Date: Nov. 21, 2020 - Consignment Deadline _____

**Minimum
Commission**

******\$200******

NAME:		Yr Foaled	Maiden	Sire	FOAL AT SIDE - YES NO		2020 BREEDING		
CRIBBER _____ SIGHT DEFECT _____				Dam	SIRE OF FOAL		BRED TO: (STALLION)		
On Virus Abortion Vaccine Program: Yes _____ No _____		COLOR	Prospect	Dam's Sire	FOALING DATE	2020	SERVICE DATE	CIRCLE ONE QH TB PAINT	
Transported Cooled Semen _____ Embryo Transfer _____ Multiple Embryos _____		OWNER OF RECORD			SEX	COLOR	NOT BRED _____ BARREN _____ SLIPPED _____		
NAME:		Yr Foaled	Maiden	Sire	FOAL AT SIDE - YES NO		2020 BREEDING		
CRIBBER _____ SIGHT DEFECT _____				Dam	SIRE OF FOAL		BRED TO: (STALLION)		
On Virus Abortion Vaccine Program: Yes _____ No _____		COLOR	Prospect	Dam's Sire	FOALING DATE	2020	SERVICE DATE	CIRCLE ONE QH TB PAINT	
Transported Cooled Semen _____ Embryo Transfer _____ Multiple Embryos _____		OWNER OF RECORD			SEX	COLOR	NOT BRED _____ BARREN _____ SLIPPED _____		
NAME:		Yr Foaled	Maiden	Sire	FOAL AT SIDE - YES NO		2020 BREEDING		
CRIBBER _____ SIGHT DEFECT _____				Dam	SIRE OF FOAL		BRED TO: (STALLION)		
On Virus Abortion Vaccine Program: Yes _____ No _____		COLOR	Prospect	Dam's Sire	FOALING DATE	2020	SERVICE DATE	CIRCLE ONE QH TB PAINT	
Transported Cooled Semen _____ Embryo Transfer _____ Multiple Embryos _____		OWNER OF RECORD			SEX	COLOR	NOT BRED _____ BARREN _____ SLIPPED _____		
NAME:		Yr Foaled	Maiden	Sire	FOAL AT SIDE - YES NO		2020 BREEDING		
CRIBBER _____ SIGHT DEFECT _____				Dam	SIRE OF FOAL		BRED TO: (STALLION)		
On Virus Abortion Vaccine Program: Yes _____ No _____		COLOR	Prospect	Dam's Sire	FOALING DATE	2020	SERVICE DATE	CIRCLE ONE QH TB PAINT	
Multiple Embryos _____		OWNER OF RECORD			SEX	COLOR	NOT BRED _____ BARREN _____ SLIPPED _____		
NAME:		Yr Foaled	Maiden	Sire	FOAL AT SIDE - YES NO		2020 BREEDING		
CRIBBER _____ SIGHT DEFECT _____				Dam	SIRE OF FOAL		BRED TO: (STALLION)		
On Virus Abortion Vaccine Program: Yes _____ No _____		COLOR	Prospect	Dam's Sire	FOALING DATE	2020	SERVICE DATE	CIRCLE ONE QH TB PAINT	
Multiple Embryos _____		OWNER OF RECORD			SEX	COLOR	NOT BRED _____ BARREN _____ SLIPPED _____		
NAME:		Yr Foaled	Maiden	Sire	FOAL AT SIDE - YES NO		2020 BREEDING		
CRIBBER _____ SIGHT DEFECT _____				Dam	SIRE OF FOAL		BRED TO: (STALLION)		
On Virus Abortion Vaccine Program: Yes _____ No _____		COLOR	Prospect	Dam's Sire	FOALING DATE	2020	SERVICE DATE	CIRCLE ONE QH TB PAINT	
Transported Cooled Semen _____ Embryo Transfer _____ Multiple Embryos _____		OWNER OF RECORD			SEX	COLOR	NOT BRED _____ BARREN _____ SLIPPED _____		

Consignment Fee******\$275********EQUINE SALES COMPANY*****QUARTER HORSE*****WEANLINGS & YEARLINGS & HORSES OF RACING AGE****Sale Date: Nov. 21, 2020 - Consignment Deadline _____****Minimum
Commission********\$250******

Office Use Only	NAME:				REGISTRATION #		
#1	COLOR	SEX	DATE FOALED	SIRE	DAM	DAM'S SIRE	
			MO/DAY/YR			OWNER OF RECORD	
	STATE OR COUNTRY FOALED	ACCREDITED STATE BRED	/ /	STAKES ENGAGEMENTS (Eligibility must be maintained by consignor through date of sale)			
		YES ___ NO ___				Cribber: _____ Sight Defect: _____	
Office Use Only	NAME:				REGISTRATION #		
#2	COLOR	SEX	DATE FOALED	SIRE	DAM	DAM'S SIRE	
			MO/DAY/YR			OWNER OF RECORD	
	STATE OR COUNTRY FOALED	ACCREDITED STATE BRED	/ /	STAKES ENGAGEMENTS (Eligibility must be maintained by consignor through date of sale)			
		YES ___ NO ___				Cribber: _____ Sight Defect: _____	
Office Use Only	NAME:				REGISTRATION #		
#3	COLOR	SEX	DATE FOALED	SIRE	DAM	DAM'S SIRE	
			MO/DAY/YR			OWNER OF RECORD	
	STATE OR COUNTRY FOALED	ACCREDITED STATE BRED	/ /	STAKES ENGAGEMENTS (Eligibility must be maintained by consignor through date of sale)			
		YES ___ NO ___				Cribber: _____ Sight Defect: _____	
Office Use Only	NAME:				REGISTRATION #		
#4	COLOR	SEX	DATE FOALED	SIRE	DAM	DAM'S SIRE	
			MO/DAY/YR			OWNER OF RECORD	
	STATE OR COUNTRY FOALED	ACCREDITED STATE BRED	/ /	STAKES ENGAGEMENTS (Eligibility must be maintained by consignor through date of sale)			
		YES ___ NO ___				Cribber: _____ Sight Defect: _____	
Office Use Only	NAME:				REGISTRATION #		
#5	COLOR	SEX	DATE FOALED	SIRE	DAM	DAM'S SIRE	
			MO/DAY/YR			OWNER OF RECORD	
	STATE OR COUNTRY FOALED	ACCREDITED STATE BRED	/ /	STAKES ENGAGEMENTS (Eligibility must be maintained by consignor through date of sale)			
		YES ___ NO ___				Cribber: _____ Sight Defect: _____	
Office Use Only	NAME:				REGISTRATION #		
#6	COLOR	SEX	DATE FOALED	SIRE	DAM	DAM'S SIRE	
			MO/DAY/YR			OWNER OF RECORD	
	STATE OR COUNTRY FOALED	ACCREDITED STATE BRED	/ /	STAKES ENGAGEMENTS (Eligibility must be maintained by consignor through date of sale)			
		YES ___ NO ___				Cribber: _____ Sight Defect: _____	

MANDATORY SALE REQUIREMENTS

Must be turned in prior to the sale

Thoroughbreds

1. Jockey Club registration certificate on horses foaled in 2017 or older.
2. Digital certificates for horses foaled in 2018 or later assigned to the management file for Equine Sales of Louisiana, Opelousas, LA.
3. Coggins test dated with six (6) months of the sale date.
4. Health certificate within thirty (30) days of the sale date.
5. Service Certificates signed by the Stallion Owner for the in-foal mares.
6. A broodmare vet report on the breeding status of mare, whether they are pregnant or suitable for breeding purposes.

Quarter Horses

1. AQHA registration papers.
2. Signed transfer report.
3. Breeders stallion certificate signed by the stallion owner and the owner of the mare.
4. Coggins test dated within six (6) months of the sale date.
5. Health Certificate dated within thirty (30) days of the sale date.
6. A broodmare vet report on the breeding status of mare, whether they are pregnant or suitable for breeding purposes within ten (10) days prior to the sale date.

IMPORTANT NOTICE:

The entry fee for each horse consigned will be paid when this contract is submitted. The consignment fee will be fully earned and non-refundable. Contract will not be accepted without signature of the consignor or his/her agent.