

2012 CAROLINA PERFORMANCE HORSE SALE

Consignment Form

FEB 17-18, 2012

Catalog Deadline February 10, 2012

Early Catalog Submissions Will Be Posted On Facebook

SALE DATE: February 18th, 2012, Yadkinville, NC

Stall Will Be Furnished

Owner(s) _____

Address _____ City _____

State _____ Zip _____ Phone _____

To be sold in the Name of _____

PLEASE RETURN BEFORE . THIS FORM VOID UNLESS ACCOMPANIED BY ORIGINAL PAPERS, SIGNED TRANSFER (no secondary party transfers) SIGNED CONTRACT, PICTURE, and \$150.00 CATALOG FEE.

Email pictures to: wc7655@yahoo.com

Name of Horse _____ Reg # _____

Color _____ Sex _____ Year Foaled _____

Entry is Nominated to (futures, etc.) _____

Other notes (information not available from AHA/Jockey Club; attach other sheet of paper if necessary).
CRIBBERS, CRYPT ORCHIDS, OVERBITES, ETC. MUST BE REPORTED

FOOTNOTES/DESCRIPTION

• Is horse sired by a Future Fortunes Stallion? Yes _____ No _____ TC100 Stallion? Yes _____ No _____

• Is horse paid to date in the Future Fortunes Stallion Incentive Program? Yes _____ No _____

• TC100 Stallion Program? Yes _____ No _____

Name: _____ Date: _____

Please Print

Owner's Signature _____

Be sure to sign and return original copy of the consignment rules and keep a copy for your records.

NOTE: Please Make A Copy Of Completed Contract For Your Files Before Returning This Original To Us!!!

CPHS 5466 Wilkesboro Hwy Statesville, NC 28625-1543 wc7655@yahoo.com

I hereby consign the foregoing livestock (the "horse(s)") to Carolina Performance Horse Sale (CPHS) for sale in the Designated Sale (the "Sale") and inclusive in the Sale catalog subject to the following Terms and conditions:

- 1. I warrant title to each horse free from all adverse claims to ownership, use or possession and agree to defend title against all claims. I authorize CPHS to advertise and show each horse at public auction, to make on my behalf the representations and warranties set forth in the Sale Catalog, to deliver possession of each horse to the highest bidder, to transfer title to each horse to the highest recognized bidder and to receive and disburse the proceeds of sale for my account.
- 2. I agree to pay CPHS the designated Consignor Fee for each horse on or before the due date. CPHS's authority to sell each horse is irrevocable and each such horse will be offered at the Sale unless the horse is excused by CPHS. In the event any horse is not offered at the Sale (unless excused by CPHS), I agree to pay to CPHS, on demand, as liquidated damages and not as a penalty, the Consignor Fee and the sum equal to 6% of: (i) the amount of the sale price, if such horse has been sold; or (ii) the fair market value of Such horse as of the Sale date if such horse has not been sold or the sale price cannot be determined to CPHS satisfaction.
- 3. In addition to the Consignor Fee, I agree to pay CPHS the sales commission for each horse computed on the final recognized bid at the Sale, by whosoever made, regardless of whether such horse is or is re-purchased at such bid. CPHS Authorized to deduct all sums owing to CPHS from my account and in the event of any deficiency; I agree to immediately pay CPHS the balance due. The sales commission will be 6%, with a minimum commission of \$100. Please see Item # 14 for more information.
- 4. I understand that CPHS reserves the right to: (i) reject the entry of any horse in the Sale at any time on return of the Consignor Fee or a portion thereof for such horse; (ii) approve any assignment of my rights and obligations under this agreement as a condition to such assignment; (iii) determine the order of sale of all horses; (iv) assign stabling facilities subject to such stabling policies as CPHS may establish; (v) examine each horse and make such catalog corrections and announcements as CPHS deems appropriate; and (vi) change the time, date or location of the Sale should circumstances, in CPHS sole discretion, necessitate such a change.
- 5. I agree, at the time of arrival, to deliver to CPHS the following documents in form satisfactory to CPHS with respect to each horse: (1) 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 pending); (2) all transfer reports and other items required to transfer the registration of the horse to the Buyer; (3) properly signed stallion service and breeders certificates for bred mares. Original registration papers, transfer, etc will be held by CPHS until all settlements have been made to CPHS satisfaction. As a condition to bringing the horses on CPHS premises, I agree to provide a health certificate dated NO EARLIER than ten (10) days prior to the date of the Sale (any out of state horses); a NEGATIVE COGGINS test dated NO EARLIER than six months (6 mo.) prior to the date the horse sells (all horses); and evidence, by a licensed veterinarian of pregnancy status for any horse represented to be bred or pregnant NO MORE than (10) days prior to the date the horse sells. I UNDERSTAND THAT CPHS WILL WITHHOLD ANY MONIES DUE ME UNTIL ALL SUCH DOCUMENTS IN A FORM SATISFACTORY TO CPHS ARE DELIVERED.
- 6. A. Payments to CPHS consignors will begin on the later of the 21' banking day or the 30' calendar day after the last day of the Sale. B. Registration Certificates will not be transferred until the buyer's check has cleared the bank. Papers will be processed within 45 working days following the Sale. C. Payment to CPHS consignors will be held until all necessary papers are in CPHS offices. D. A \$25.00 fee per horse will be assessed for all transfer fees by CPHS to be withheld from the consignor's sale proceeds. E. AN ASSESSMENT OF \$150.00 PER ENTRY WILL BE CHARGED ON ANY PROBLEMS IN PROCESSING PAPERWORK. I agree to provide such information as CPHS might request with respect to the Ownership, description, pedigree, produce, performance, health and conformation of each horse. I understand that CPHS 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 horse. I agree to review the sale catalog and promptly notify CPHS of any corrections thereto prior to the Sale.
- 7. I represent and warrant to CPHS and the buyer of each horse: (a) title to the horse free from all adverse claims to ownership, use or possession; (b) the horse is sound of eyes; (c) the horse is not a "Cribber"; (d) the sex and condition of the horse as a gelding or a ridgeling is as described in the Sale catalog; (e) that there are no markings that would affect the registration; (f) the identity of the horse is as described in the Sale Catalog.
- 8. I agree to deliver each horse f.o.b. the Sale location not later than 11:00 a.m. local time on the anticipated Sale date. I understand that the maintenance of each horse is my responsibility until sold and I agree to care for each horse while stabled on the Sale premises in accordance with approved husbandry practices and CPHS stabling policies. On my failure to so care for any horse, I agree that CPHS may, at CPHS option, undertake such care and I agree to reimburse CPHS for all expenses of stabling, feed, veterinary care, transportation and maintenance of any horse. I agree that CPHS will not incur any liability whatsoever for the loss, damage, injury, death or illness of any horse.
- 9. I understand that CPHS will use reasonable efforts to verify the financial responsibility of the buyer of each horse and that possession of each horse sold will be released to the buyer against receipt of future payment after satisfaction of CPHS Settlement Procedures. I agree that if the sale of any horse is not consummated by reason of the default of the buyer or otherwise, CPHS will not be liable for the purchase price of the horse. CPHS sole obligation will be to assist in the recovery of the horse or to assist in the resale of each horse at the Sale or

by private sale. I understand that CPHS does not guarantee the validity, enforceability, payment or collection of any instrument delivered to CPHS in payment of the purchase price of any horse. Any obligation which CPHS might owe to me by reason of a buyer's default will be discharged by CPHS resale of the horse by public or private sale whether or not the resale price equals the price agreed to be paid by the defaulting buyer.

10. I agree to indemnify and hold CPHS and CPHS shareholders, directors, agents, employees, contractors, and representatives harmless from all claims, expenses and costs (including, without limitation, attorney's fees) arising out of: (i) any question of title to or my authority to sell any horse; (ii) any claimed loss or damages relating to blood typing, genetic testing or parentage verification of any horse as may be required by the American Quarter Horse Association or the Jockey Club including, without limitation, any failure or inability to perform such blood typing, genetic testing or parentage verification; (iii) any lien, attachment or claim asserted against any horse or the proceeds of sale; (iv) any claimed default in my representations or warranties with respect to any horse; (v) loss or damage to property and injury or death of persons caused directly or indirectly by me, my agents or employees or any horse; (vi) my entry or sale of any horse; or (vii) my default in performance hereunder. I agree to pay CPHS, on demand, the full amount of any loss which CPHS may incur in settlement of any claim or demand on account thereof.

11. **CONDITION OF THE HORSE-** Each Consignor has a good faith duty to provide accurate information about the horse to enable potential bidders to make an informed judgment regarding the horse, and to prevent disputes regarding the condition of the horse. The Consignor has the affirmative duty to disclose with particularity any of the following "Specified Conditions", if known to exist: a) Vices - 1) cribbing, 2) windsucking, or 3) weaving; or b) Unsoundness- 1) chronic lameness or impairment of natural gait regardless of cause, including osteoarthritis of a joint, osteochondrosis dissecans (OCD), bone abnormality, navicular disease, or ringbone, 2) nerving, 3) wobbler, 4) Equine Protozoal Myeloencephalitis (EPM), 5) blindness or functionally impaired vision, 6) laminitis (founder), 7) chronic bleeding, 8) over-bite (parrot mouth), 9) cryptorchid, or 10) wided condition. For breeding stock Consignor shall additionally disclose, if known to exist, the following: 1) as to a stallion, infertility or permanent incapacity to breed, and 2) as to a broodmare, infertility or other condition which prevents the broodmare from carrying and delivering a viable foal through normal gestation.

For any horse which is the lineal descendant of the stallion IMPRESSIVE, AQHA Registration No. 0767246, Consignor shall submit the results of testing for HYPP genetic condition (Hyper-Kalemic Periodic Paralysis). The tested condition will be printed in the catalog and will be announced. If the condition has not been tested the designated "Not tested for HYPP" will be disclosed. Unless disclosed by Consignor the horse must be sold drug free. Any foreign or controlled substance administered to the horse must be disclosed regardless of therapeutic benefit or other purpose, including e.g., phenylbutazone (bute), regumate (progesterone), or acetazolamide. Consignor consents to Sales Management drug testing any horse on the sale grounds within thirty (30) minutes after being presented for auction. The horse must be sold free from contagious disease, or intervening unsoundness or injury unless such supplemental condition is disclosed and announced at the time of the sale. Consignor has a continuing duty to provide information to Sales Management regarding the condition of the horse.

12. **SUPPLEMENTAL CONDITIONS-** required to be disclosed by the Consignor, including any changes in condition or corrections to the catalog, or drug administration, will be announced. Supplemental conditions which are announced supersede any conflicting information contained in the sales catalog. The Purchaser accepts the horse subject to any conditions disclosed in the catalog or announced as a supplemental condition at the time of sale.

13. I understand that the terms of the Sale Conditions and Settlement Procedures published here that will govern the sale of each horse. I have read and understand the Sale Conditions and Settlement Procedures, hereby approve the same and agree to be bound thereby.

14. I understand that all horses will be SOLD and NO RESERVES will be set. If Consignor has a minimum dollar amount they will take for the horse, Consignor must actively bid on the horse until it reaches an acceptable purchase amount. Consignor must purchase their consigned horse by being the last person to bid on the horse if horse does not reach the bid desired. In lieu of commission, Consignor will be charged a \$50 fee if he purchases his own horse during the bidding.

15. This agreement will be binding on me, my heirs, personal representatives, successors, permitted assigns, and any successor in ownership of each horse and will inure to the benefit of CPHS successors and assigns. If this agreement is executed by an agent, such agent will be individually liable, jointly and severally with the principle, for the performance of this agreement. This agreement can not be amended except in writing executed by the parties. All actions with respect to this Agreement will be instituted in a court sitting in Yadkin County, Yadkinville, NC and the Consignor irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of such court waives any objection to the venue in such court and waives any claim that any action has been brought in an inconvenient forum.

I have read, approve and agree to be bound by the foregoing terms and conditions together with the enclosed CONSIGNMENT FORM

Name: _____ Date: _____

Please Print

Signature _____

NOTE: Please Make A Copy Of Completed Contract For Your Files Before Returning This Original To Us!!
CPHS 5466 Wilkesboro Hwy Statesville, NC 28625-1543 wc7655@yahoo.com