AQHA WORLD CHAMPIONSHIP SHOW SALE

November 17, 2013 at the Oklahoma State Fairgrounds, Oklahoma City, OK

CONSIGNMENT DEADLINE: AUGUST 15, 2013

CONSIGNMENT FEE: $600 – Commission: 5% of Sale Price with a Minimum of $250

Complete one form for each animal consigned; sign the reverse side and return by consignment deadline. Consignments submitted without a signed contract will not be accepted.

This consignment is to be accompanied by horse's original Parentage Verified (if born after 1/1/92) Registration Certificate and a properly signed Transfer. If horse is not yet registered, a copy of the horse's registration application must accompany this entry

Forms at *www.AQHA.com*

CONSIGNED BY: _____

(Complete this line EXACTLY as you wish the Consignor to appear in Sale Catalog - include Agent Name if applicable)

HORSE NAME (or "Pending") _____

Reg. # _____ Foaling Date: Mo. _____ Day _____ Yr. _____ Color _____ Sex: ☐ Mare ☐Stallion ☐Gelding

✓**Check if:** Cribber ☐ Cryptorchid ☐ Sight Defect ☐ Overbite ☐ Has had abdominal or joint surgery ☐ Has been nerved or foundered ☐

SIRE: _____ ☐ QH ☐ TB Reg.#_____

DAM: _____ ☐ QH ☐ TB Reg.#_____

NOMINATED TO (ENROLLED): ☐ AQHA Incentive Fund • Other _____

ELIGIBLE FOR NOMINATION TO: _____

BROODMARES: ☐ Mare is In Foal ☐ Mare was Not Bred to carry a 2014 Foal ☐ Mare was Bred but is Not In Foal (Open)

CARRYING FOAL BY: _____ ☐ QH ☐ TB **Last brdg. date** ____/___/___

BRED BY EMBRYO TRANSFER TO: _____ ☐ QH ☐ TB **Last brdg. date** ____/___/___

☐ *Recip Mare w/Embryo sells with mare (sale mare & recip sell as 1 combined sale entry–subject to additional stall fee)* ☐ *Recip w/embryo does not sell*

When a mare that has been bred is delivered to the sale, you must provide evidence, by a licensed veterinarian of pregnancy status NO MORE THAN 10 DAYS prior to the date the animal sells (November 17, 2013), even if you believe she is not pregnant.

MARE'S LAST 2 YEARS' PRODUCE (Check if mare has ☐ **APHA foals** or ☐ **ApHC foals;** submit additional unreg. foals on separate sheet):

2013 Foal's sex: ☐ M ☐ S Sire _____ ☐ QH ☐ TB ☐ APHA ☐ ApHC ☐ Check if Embryo Transfer

2012 Foal's sex: ☐ M ☐ S Sire _____ ☐ QH ☐ TB ☐ APHA ☐ ApHC ☐ Check if Embryo Transfer

ALL HORSES DESCENDING FROM THE AQHA STALLION IMPRESSIVE #0767246 MUST GIVE HYPP STATUS:
☐ NOT TESTED FOR HYPP ☐ TESTED HYPP N/N ☐ TESTED HYPP N/H ☐ TESTED HYPP H/H CASE #_____
A copy of the Test Report or AQHA registration certificate showing proof of HYPP status must be submitted with this application.

YOUR NOTES TO APPEAR IN CATALOG: Check if horse has ☐ **PHBA** ☐ **APHA** ☐ **Other assoc. record** _____

_____

_____

_____

_____

Registered Owner:_____

Address: _____

Town, State, Zip: _____

Phone: _____ Cell: _____

Email:_____

Agent's Name: _____

Address: _____

Town, State, Zip: _____

Phone: _____ Cell: _____

Email:_____

Breeder's Certificate Guarantee

(ONLY for Pregnant Mares)

Name of mare:_____

Registration #: _____

Name of stallion: _____

Registration #: _____

I certify that all breeding charges for the above mare bred to the above stallion have been paid in full and that a breeder's certificate will be issued upon notification of the birth of a live 2014 foal.

Signed: _____

PLEASE NOTE!
You must sign and date the reverse side of this contract

$85 DISCOUNT FOR HORSES WITH A GENETIC PANEL TEST.
Please Note – The consignment fee will be discounted by $85 for any stallion or in-tact mare consigned to the 2013 AQHA World Show Sale that has had the genetic panel test performed by a licensed laboratory.

Agent's Authorization: _____

Only necessary if payment of proceeds of sale of this horse should be made to agent

I appoint and authorize:

_____

(the "Agent") to act for me as my Agent at the Sale named on this consignment form, to be held on the dates noted on this consigment form (sale dates subject to change as stated in Consignor's Contract). 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 or purchase of animals at said sale, and is authorized to execute any and all documents in connection therewith; to grant Sale Company a security interest in any animals purchased; to receive and disburse any and all funds and to do all things incidental to and in furtherance of the sale or purchase of horses. **All proceeds from the sale of any animals owned by me may be paid to my Agent and I agree to pay for all animals purchased by my Agent on my behalf.** This agency is revocable only by my written notice delivered to you.

Signed: _____

(Registered Owner)

Subscribed and sworn by me this _____day of_____, 20_____

Notary Public: _____

County _____ My commission expires: _____

AQHA WORLD SHOW SALE CONSIGNOR'S CONTRACT: PLEASE READ BEFORE SIGNING

Repository Radiographs: Owners of weanlings, yearlings, 2-year-olds, 3-year-olds and show horses may provide digital radiographs for the sale repository. Digital radiographs are not expected to prove an animal "perfect," this practice merely allows interested parties the opportunity to make decisions based on information made available. ***The Sale Company does not view digital radiographs, does not use results to determine entry into a sale session, and does ot announce results.*** Digital radiographs remain the property of Sale Company and are not available for viewing after a horse has sold.

I hereby consign the foregoing livestock (the "Animals") to the American Quarter Horse Association [AQHA] (the "Sale Company") for sale in the **2013 AQHA World Championship Show Sale** (the "Sale") and inclusion in the Sale catalog subject 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 Sale Company 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, 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 Sale Company the designated Consignment Fee for each Animal on or before the Consignment Deadline. Subject to the refund provisions set forth in this Agreement, the Consignment Fee will be deemed earned by Sale Company on the **Withdrawal Date of August 15, 2013**. I understand I have the right to withdraw an Animal prior to the Withdrawal Date and receive a refund of any portion of the Consignment Fee previously paid, by delivery of a written notice of withdrawal to Sale Company. Subsequent to the designated Withdrawal Date, Sale Company's authority to sell each Animal is irrevocable and each such Animal will be offered at the Sale unless the Animal is excused by Sale Company. In the event any Animal is not offered at the Sale (unless withdrawn prior to the Withdrawal Date or excused by Sale Company), I agree to pay to Sale Company, on demand, as liquidated damages and not as a penalty, the Consignment Fee plus the sum equal to 10% of: (i) the amount of the sale price, if such Animal has been sold; or (ii) the fair market value of such Animal as of the Sale date if such Animal has not been sold or the sale price cannot be determined to Sale Company's satisfaction.
3. In addition to the Consignment Fee, I agree to pay Sale Company the sales commission on each Animal computed on the final recognized bid at the Sale, by whomsoever made, regardless of whether such Animal is or is not sold at such bid. Sale Company is authorized to deduct all sums owing to Sale Company from my account and in the event of any deficiency, I agree to immediately pay Sale Company the balance due. The commission will be 5% with a minimum commission of $250.
4. I understand that Sale Company reserves the right to: (i) reject Consignment of any Animal based on pedigree and conformation as provided herein; (ii) reject the Consignment of any Animal in the Sale at any time on return of the Consignment Fee or a portion thereof for such Animal; (iii) approve any assignment of my rights and obligations under this agreement as a condition to such assignment; (iv) determine the order of sale of all Animals; (v) assign stabling facilities subject to such stabling policies as Sale Company may establish; (vi) examine each Animal and make such catalog corrections and announcements as Sale Company deems appropriate; and (vii) change the time, date or location of the Sale should circumstances, in Sale Company's sole discretion, necessitate such a change.
5. I agree, at the time of Consignment, to deliver to Sale Company the following documents in form satisfactory to Sale Company with respect to each animal: (1) the original certificate of registration issued either by American Quarter Horse Association, 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); (2) all transfer reports and other items required to transfer registration of the Animal to the Buyer. As a condition to bringing the animals on Sale Company's premises, I agree to provide a health certificate dated NO EARLIER than twenty (20) days prior to the date of the Sale; a NEGATIVE COGGINS test dated NO EARLIER than twelve (12) months prior to the date the Animal sells; and 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 UNDERSTAND THAT Sale Company WILL WITHHOLD ANY MONIES DUE ME UNTIL ALL SUCH DOCUMENTS, IN A FORM SATISFACTORY TO Sale Company, ARE DELIVERED.
6. I understand that PAYMENT TO CONSIGNORS will take place as follows:
   A. Payment to Sale Company's consignors will begin on the 21st banking day after the last day of the Sale.
   B. Registration Certificates will not be transferred until the buyer's check has cleared the bank. Sale Company will begin processing papers within 21 working days following the Sale.
   C. Payment to Sale Company's consignors will be held until all necessary papers are in Sale Company's offices.
   D. A $50.00 fee per Animal will be added to all Consignment Fees which are approved to be withheld from the consignor's sale proceeds.
   E. An assessment of $150.00 per Consignment will be charged if any problems arise in procuring or processing sale Consignment's paperwork.
7. I agree to provide such information as Sale Company might request with respect to the ownership, description, pedigree, produce, performance, health and conformation of each Animal. I understand that Sale Company 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 Sale Company of any corrections thereto prior to the Sale.
8. I represent and warrant to the buyer and to Sale Company 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, (F) The Animal is not afflicted with Locomotor Ataxia (wobbler syndrome), (G) 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; (H) That I will disclose any impairments, unsound conditions or invasive surgery(s) performed on this animal and provide a veterinarian's certification that the animal has suffered no ill effects from the sugery(s). I understand that *I AM REQUIRED TO INFORM Sale Company of any such aforementioned conditions at time of Consignment for announcement at the sale,* or face purchaser's possible refusal of Animal and forfeiture of my Consignment Fee and Sales Commission.
9. 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 understand 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 Sale Company's stabling policies. On my failure to so care for any Animal, I agree that Sale Company may, at Sale Company's option, undertake such care and I agree to reimburse Sale Company for all expenses of stabling, feed, veterinary care, transportation and maintenance of any Animal. I agree that Sale Company will not incur any liability whatsoever for the loss, damage, injury, death or illness of any Animal.
10. I understand that to protect my desired sales price for the Animal(s), either I or my authorized agent must (A) be the final bidder on the Animal, or (B) deliver a fully executed official Sale Company Reserve Bid Form to Sale Company's sales office at least one hour prior to the beginning of the sale on the day said Animal sells.
11. I understand that possession of each Animal sold will be released to the buyer against receipt of future payment after satisfaction of Sale Company's Settlement Procedures. In the event Buyer fails to accept responsibility for a bid, pay for or accept a horse, Auctioneer reserves the right to: (A) accept the same purchase amount from another Buyer; (B) accept the next highest bid; (C) offer the horse for auction a second time; (D) retain the horse for Owner as unsold. Sale Company shall not be liable for any deficit should any resale price be less than that on the initial sale. In any instance where a horse is not paid for in full, or should conditions make an immediate resale as provided above impossible or impracitcal, I agree to receive the animal back and unsold, without further obligation by the Sale Company. Possession of each horse sold will be released to Buyer against receipt of future payment or notice thereof after satisfaction of Sale Company's Settlement of Account procedure as set forth in the Conditions of Sale. I agree that if the sale of any horse is not consummated by reason of default by buyer or otherwise, Sale Company shall not be liable for the purchase price of the horse. Sale Company does not guarantee the validity, enforceability, payment or collection of any instrument delivered to Sale Company by Buyer in payment of the purchase price of any horse. **In the event a buyer gives notice of a dispute or refuses to pay for a horse because of claim of misrepresentation, fraud, breach of warranty or otherwise, Sale Company, in its sole discretion, may elect not to pay owner the net proceeds of sale of such horse until the claim has been finally resolved and the proceeds of sale have been received by sale company.**
12. I agree to indemnify and hold Sale Company and Oklahoma State Fair, Inc. and their 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 Animal; (ii) 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; (iii) any lien, attachment or claim asserted against any Animal or the proceeds of sale; (iv) any claimed default in my representations or warranties with respect to any Animal; (v) loss or damage to property and injury or death of persons caused directly or indirectly by me, my agents or employees or any Animal; (vi) my Consignment or sale of any Animal; or (vii) my default in performance hereunder. I agree to pay Sale Company, on demand, the full amount of any loss which Sale Company may incur in settlement of any claim or demand on account thereof.
13. I understand and agree that the terms of the Sale Conditions and Settlement Procedures published in the Sale catalog will govern the sale of each Animal, and I agree to be bound thereby.
14. This agreement will be binding on me, my heirs, personal representatives, Agent(s) successors, permitted assigns, any successor in ownership of each Animal and will inure to the benefit of Sale Company's successors and assigns. 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 can not be amended except in writing executed by the parties.

I have read, approve, and agree to be bound by the foregoing terms and conditions.

Name: _____

REQUIRED

Signed: _____

Date Signed: _____

Please make a copy of this completed contract for your files before sending the original to:

American Quarter Horse Association • Attn: Doug Hayes • 1600 Quarter Horse Drive • Amarillo, TX 79104