

The Annual **FALL MIXED SALE**

OCTOBER 27 & 28, 2006

**OPEN TO
HORSES OF ALL AGES & BREEDS**

• • •

**QUARTER HORSES including Yearling Session
THOROUGHBREDS including Yearling Session
PAINTS including Racing Bred Yearling Session
& APPALOOSAS**

**ENTRY CLOSING DATE
AUGUST 14, 2006**

ENTRY FEES

Regular Session(s) **\$375.00**

Preferred or Quarter Horse Yearling Session(s) **\$500.00**

All Original Registration Certificates, Signed Transfers, and Applicable Entry Fees
MUST ACCOMPANY THIS CONTRACT

PLEASE READ, SIGN BACK PAGE, AND RETURN TO:

2829 South MacArthur
Oklahoma City, OK 73128

**E-mail:
info@heritageplace.com**

Heritage Place



(405) 682-4551

FAX (405) 686-1267

*To find the latest Sales Results, Catalogs
and Entry Contracts, please check out
the Heritage Place internet site:*

<http://www.heritageplace.com>

"Where Champions Are Sold"



"Where Champions Are Sold"

IMPORTANT CONSIGNOR INFORMATION
FOR THE
2006 FALL MIXED SALE
Please Read Carefully

In order for your horse to be accepted in the sale the following information must be provided:

I. Completion of Contract

- A. Contracts must be signed by the owner.** Processing and cataloging of the horse(s) can not take place without a signed contract.
- B.** The owner's and/or agent's (if applicable) name and address must be completed in full.
- C.** If you wish the catalog to list ownership differently than owner, please indicate in the "TO BE SOLD IN THE NAME OF" space.
- D.** The only engagements that should be listed on the consignment contract are engagements which have been paid through October 31, 2006.
- E.** All blanks must be completed on the contract. Please indicate with an "N/A" if a section is not applicable.

II. Necessary Paperwork

- A. Quarter Horses, Appaloosas and Paint Horses.** All registration papers, transfers and entry fees must be submitted with the Consignment Contract. If original registration papers are not included, we must have a written explanation as to their location and when they will be processed by their appropriate breed registry.
- B. Thoroughbreds.** All Certificates of Foal Registration and entry fees must be submitted with the Consignment Contract. In the event the Jockey Club Certificate of Registration for any horse consigned has not been issued, documentation must be provided to Heritage Place that all appropriate certificates, blood-typing and registration fees have been provided to the Jockey Club to complete and issue the Certificate of Registration.
- C.** All Thoroughbred mares selling bred must be blood-typed with the covering stallion's registry.
- D.** With Broodmares in foal, the breeders certificates and/or Service Certificates are not always available at the close of the sale deadline. However, before any horse can be sold, all paperwork must be received by Heritage Place, Inc.
- E.** Horses will not be allowed on the premises without current health papers and a negative Coggins. The health certificate must be dated no earlier than 20 days prior to sale date. The Coggins (EIA) test must be dated within one (1) year of sale date and submitted on an original FEDERAL COGGINS (EIA) form.
- F.** Because of recent changes in the AQHA's rules and regulations, all Quarter Horses foaled after December 31, 1991 are required to have a parentage verified registration certificate; and all APHA Racing foals foaled after December 31, 1999 must be parentage verified. All other Quarter Horses are required to have the results of a blood typing test or genetic test on file with the American Quarter Horse Association. All stallions used for breeding must have a genetic type on file with the American Quarter Horse Association prior to registration of their offspring.

We appreciate your cooperation.
Should you have any questions, please do not hesitate to call.

If you have any questions concerning this contract or need additional contracts, please do not hesitate to call. The Heritage Place staff is more than happy to help you in any way. Call today: (405) 682-4551

SUBMITTED BY:

— OWNER —

— AGENT —

Name _____
 Address _____
 City & State _____ Zip _____
 Telephone (____) _____ Cell _____
 TO BE SOLD IN THE NAME OF: _____

Name _____
 Address _____
 City & State _____ Zip _____
 Telephone (____) _____ Cell _____



COMPLETE ALL BLANKS ON EACH ENTRY.

CONTRACT MUST BE SIGNED ON BACK PAGE BEFORE RETURNING

HERITAGE PLACE, INC. • 2829 South MacArthur Blvd. • Oklahoma City, OK 73128 • (405) 682-4551

Regular Session Preferred Session Yearling Session

Sex: Filly Colt Gelding Mare Stallion

Reg. Pending QH TB ApHc APHA

Name: _____

Reg. No. _____

Color: _____

Foaling Date: Month _____ Day _____ Year _____

Embryo Transfer Blood Typed

Multiple Embryo Parentage Verified

Genetic Typed Transported Cooled Semen

Sire: _____ TB

Reg. No. _____

Dam: _____ TB

Reg. No. _____

Engagements (currently paid to date through Oct. 31, 2006)

Please be specific: _____

FOR BROODMARES ONLY:

Covering Stallion for 2007 foal _____

Reg. No. _____ QH TB

Last Service Date _____, 2006

Transported Cooled Semen Embryo Transfer

Breeding Status: In Foal Barren Not Bred

Sells with Foal at Side: Yes No

Produce of last 2 years:

 Sire's Name for 2006 foal QH TB
 Sex of foal: _____
 Embryo Transfer

 Sire's Name for 2005 foal QH TB
 Sex of foal: _____
 Embryo Transfer

Regular Session Preferred Session Yearling Session

Sex: Filly Colt Gelding Mare Stallion

Reg. Pending QH TB ApHc APHA

Name: _____

Reg. No. _____

Color: _____

Foaling Date: Month _____ Day _____ Year _____

Embryo Transfer Blood Typed

Multiple Embryo Parentage Verified

Genetic Typed Transported Cooled Semen

Sire: _____ TB

Reg. No. _____

Dam: _____ TB

Reg. No. _____

Engagements (currently paid to date through Oct. 31, 2006)

Please be specific: _____

FOR BROODMARES ONLY:

Covering Stallion for 2007 foal _____

Reg. No. _____ QH TB

Last Service Date _____, 2006

Transported Cooled Semen Embryo Transfer

Breeding Status: In Foal Barren Not Bred

Sells with Foal at Side: Yes No

Produce of last 2 years:

 Sire's Name for 2006 foal QH TB
 Sex of foal: _____
 Embryo Transfer

 Sire's Name for 2005 foal QH TB
 Sex of foal: _____
 Embryo Transfer

Regular Session Preferred Session Yearling Session

Sex: Filly Colt Gelding Mare Stallion

Reg. Pending QH TB ApHc APHA

Name: _____

Reg. No. _____

Color: _____

Foaling Date: Month _____ Day _____ Year _____

Embryo Transfer Blood Typed

Multiple Embryo Parentage Verified

Genetic Typed Transported Cooled Semen

Sire: _____ TB

Reg. No. _____

Dam: _____ TB

Reg. No. _____

Engagements (currently paid to date through Oct. 31, 2006)

Please be specific: _____

FOR BROODMARES ONLY:

Covering Stallion for 2007 foal _____

Reg. No. _____ QH TB

Last Service Date _____, 2006

Transported Cooled Semen Embryo Transfer

Breeding Status: In Foal Barren Not Bred

Sells with Foal at Side: Yes No

Produce of last 2 years:

 Sire's Name for 2006 foal QH TB
 Sex of foal: _____
 Embryo Transfer

 Sire's Name for 2005 foal QH TB
 Sex of foal: _____
 Embryo Transfer

Regular Session Preferred Session Yearling Session

Sex: Filly Colt Gelding Mare Stallion

Reg. Pending QH TB ApHc APHA

Name: _____

Reg. No. _____

Color: _____

Foaling Date: Month _____ Day _____ Year _____

Embryo Transfer Blood Typed

Multiple Embryo Parentage Verified

Genetic Typed Transported Cooled Semen

Sire: _____ TB

Reg. No. _____

Dam: _____ TB

Reg. No. _____

Engagements (currently paid to date through Oct. 31, 2006)

Please be specific: _____

FOR BROODMARES ONLY:

Covering Stallion for 2007 foal _____

Reg. No. _____ QH TB

Last Service Date _____, 2006

Transported Cooled Semen Embryo Transfer

Breeding Status: In Foal Barren Not Bred

Sells with Foal at Side: Yes No

Produce of last 2 years:

 Sire's Name for 2006 foal QH TB
 Sex of foal: _____
 Embryo Transfer

 Sire's Name for 2005 foal QH TB
 Sex of foal: _____
 Embryo Transfer

AGENT'S AUTHORIZATION
 Heritage Place, Inc.
 2829 South MacArthur Blvd.
 Oklahoma City, OK 73128

I have this day appointed

(the "Agent") to act at the Sale as my duly appointed and authorized agent, with 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 the Sale, including, without limitation, authority to execute and deliver any and all documents in connection therewith; to grant Heritage Place, Inc., a security interest in any animals purchased; to receive and disburse any and all funds; to compromise and settle all claims relating thereto; and to do all things incidental to and in furtherance of the sale or purchase of animals entered in the Sale. All proceeds of sale of any animals owned by me may be paid to my Agent and I agree to pay for all animals purchased by said Agent in my behalf. This form is revocable only by my written notice delivered to you prior to your reliance hereon.

Name _____
 PLEASE TYPE OR PRINT

Signature _____

Address _____

City _____

State, Zip _____

Subscribed and sworn to

before me this _____ day of

_____, 20____

(Notary Public)

My Commission expires:

(SEAL)

COMPLETE ALL BLANKS ON EACH ENTRY.

PLEASE PRINT OR TYPE.

FOR ADDITIONAL CONTRACTS, PLEASE CALL TODAY (405) 682-4551.

OPEN SESSIONS CONSIGNORS CONTRACT: PLEASE READ BEFORE SIGNING

I hereby consign the foregoing livestock (the "Animals") to Heritage Place, Inc. ("HPI") for sale in the Designated 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 HPI 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 HPI the designated Entry Fee for each Animal on or before the due date. Subject to the refund provisions set forth in this Agreement, the Entry Fee will be deemed earned by HPI on the appropriate Withdrawal Date. The Withdrawal Date is August 14, 2006. I understand I have the right to withdraw an Animal prior to the Withdrawal Date and receive a refund of any portion of the Entry Fee previously paid by delivery of a written notice of withdrawal to HPI. Subsequent to the designated Withdrawal Date, HPI's authority to sell each Animal is irrevocable and each such Animal will be offered at the Sale unless the Animal is excused by HPI. In the event any Animal is not offered at the Sale (unless withdrawn prior to the Withdrawal Date or excused by HPI), I agree to pay to HPI, on demand, as liquidated damages and not as a penalty, the Entry Fee and the sum equal to 8% 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 HPI's satisfaction.
3. In addition to the Entry Fee, I agree to pay HPI 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. HPI is authorized to deduct all sums owing to HPI from my account and in the event of any deficiency, I agree to immediately pay HPI the balance due. The commission will be 5% with a minimum commission of \$100.
4. I understand that HPI reserves the right to: (i) 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; (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 Animals; (iv) assign stabling facilities subject to such stabling policies as HPI may establish; (v) examine each Animal and make such catalog corrections and announcements as HPI deems appropriate; and (vi) change the time, date or location of the Sale should circumstances, in HPI's sole discretion, necessitate such a change.
5. I agree, at the time of entry, to deliver to HPI the following documents in form satisfactory to HPI with respect to each animal: (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 registration of the Animal to the Buyer; (3) properly signed stallion service and breeders certificates for bred mares. As a condition to bringing the animals on HPI's premises, I agree to provide a health certificate dated NO EARLIER than twenty (20) days prior to the date the Animal sells; a NEGATIVE COGGINS test dated NO EARLIER than one (1) year prior to the date the Animal sells; and evidence, by a licensed veterinarian, of pregnancy for any Animal represented to be bred or pregnant NO EARLIER than ten (10) days prior to the date the Animal sells. I UNDERSTAND THAT HPI WILL WITHHOLD ANY MONIES DUE ME UNTIL ALL SUCH DOCUMENTS IN A FORM SATISFACTORY TO HPI ARE DELIVERED.
6. **PAYMENT TO CONSIGNORS:**
 - A. Payment to HPI's consignors will begin on the later of the 21st banking day or the 30th 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 HPI's consignors will be held until all necessary papers are in HPI's offices.
 - D. A \$25.00 fee per Animal will be assessed for all Entry Fees which are approved 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 HPI might request with respect to the ownership, description, pedigree, produce, performance, health and

conformation of each Animal. I understand that HPI 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 HPI of any corrections thereto prior to the Sale.

7. I represent and warrant to HPI and the buyer of each Animal: (a) title to the Animal free from all adverse claims to ownership, use or possession; (b) the Animal is sound of eyes; (c) the Animal is not a "cribber"; (d) the sex and condition as a gelding or a ridgeling of the Animal is as described in the Sale catalog; (e) that there are no white markings that would affect the registration; (f) the identity of the Animal as described in the Sale Catalog; (g) that each Animal which is a Thoroughbred or Quarter Horse has been blood typed or had a genetic sample taken in accordance with the current rules and regulations of the applicable breed registry for the Animal; and all APHA Racing foals foaled after Dec. 31, 1999 must be "Parentage Verified"; and (h) that each Animal which is a Quarter Horse and foaled after December 31, 1991, has been "Parentage Verified" in accordance with the current AQHA's rules and regulations. For foals under 90 days of age the consignor's obligations under clauses (g) and (h) will be satisfied if the consignor has submitted all necessary samples to the appropriate breed registry and a parentage verified registration certificate is issued for the Animal within a reasonable period of time after the sale not to exceed ninety days.
8. I agree to deliver each Animal f.o.b. to the Sale location not later than 8:00 a.m. local time on 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 HPI's stabling policies. On my failure to so care for any Animal, I agree that HPI may, at HPI's option, undertake such care and I agree to reimburse HPI for all expenses of stabling, feed, veterinary care, transportation and maintenance of any Animal. I agree that HPI will not incur any liability whatsoever for the loss, damage, injury, death or illness of any Animal.
9. I understand that HPI will use reasonable efforts to verify the financial responsibility of the buyer of each Animal and that possession of each Animal sold will be released to the buyer against receipt of future payment after satisfaction of HPI'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, HPI will not be liable for the purchase price of the Animal. HPI's sole obligation will be to assist me 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 understand that HPI does not guarantee the validity, enforceability, payment or collection of any instrument delivered to HPI in payment of the purchase price of any Animal. Any obligation which HPI might owe to me by reason of a buyer's default will be discharged by HPI'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.
10. I agree to indemnify and hold HPI and HPI's 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 Animal; (ii) any claimed loss or damages relating to blood typing, genetic testing or parentage verification of any Animal as may be required by the American Quarter Horse Association or the Jockey Club individually, 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 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 entry or sale of any Animal; or (vii) my default in performance hereunder. I agree to pay HPI, on demand, the full amount of any loss which HPI may incur in settlement of any claim or demand on account thereof.
11. I understand that the terms of the Sale Conditions and Settlement Procedures published in the Sale catalog will govern the sale of each Animal. I have read and understand the Sale Conditions and Settlement Procedures, hereby approve the same and agree to be bound thereby.
12. This agreement will be binding on me, my heirs, personal representatives, successors, permitted assigns, any successor in ownership of each Animal and will inure to the benefit of HPI'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.

*We Sincerely Appreciate Your Business
and Look Forward to You Joining Us
at Heritage Place!*

Name: _____ Date: _____
Please Print

Signed: _____

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

HERITAGE PLACE, INC. • 2829 South MacArthur Blvd. • Oklahoma City, OK 73128 • (405) 682-4551