

Heritage Place



"Where Champions Are Sold"

www.HeritagePlace.com

31ST ANNUAL FALL MIXED SALE

OCTOBER 23 & 24, 2009

CONSIGNMENT FEE: \$600 - ENTRY DEADLINE: AUGUST 17, 2009

SESSIONS FOR EACH BREED, INCLUDING SEPARATE YEARLING SESSIONS

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

This entry 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

CONSIGNED BY: _____
(Complete this line EXACTLY as you wish the Consignor to appear in Sale Catalog)

HORSE NAME _____ QH TB APHA ApHC

If Reg. Applied for, give Name(s) applied for: _____

Reg. No. _____ Embryo Transfer? No Yes Check if Sale Horse is: Cribber Cryptorchid Sight Defect

Foaling Date: Mo. _____ Day _____ Yr. _____ **Color** _____ **Sex:** Female Male Gelding

If State-Bred (state fees paid and papers stamped), give Name of State: _____ Racing Stock Breeding Stock

SIRE _____ QH TB APHA ApHC Reg.#. _____

DAM _____ QH TB APHA ApHC Reg.#. _____

ENGAGEMENTS (paid through sale date): _____ Currently in training? yes no

BROODMARES: Mare is In Foal Mare was Not Bred to carry a 2010 Foal Mare was Bred but is Not in Foal Embryo (below)

CARRYING FOAL BY: _____ QH TB APHA ApHC Last brdg. date ____/____/____

IF PASTURE BRED, list dates: Pasture Bred from ____/____/____ to ____/____/____

BRED BY EMBRYO TRANSFER TO: _____ QH TB APHA ApHC 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

MARE'S LAST 2 YEARS' PRODUCE (SUBMIT ALL FOALS/EMBRYOS NOT YET REGISTERED ON THE ENCLOSED SEPARATE SHEET)

Check this box if a second page has also been used to list this mare's produce

2009 Foal's Sex _____ Sire _____ QH TB APHA ApHC Check if Embryo Transfer

2008 Foal's Sex _____ Sire _____ QH TB APHA ApHC Check if Embryo Transfer

Registered Owner _____

Address _____

Town, State, Zip _____

Phone _____ Cell _____

Email _____

Agent's Name _____

Address _____

Town, State, Zip _____

Phone _____ Cell _____

Email _____

Agent's Authorization: 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 consignment 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 Heritage Place, Inc., 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: _____

Consignment fee may be withheld from proceeds for an additional \$50.00 per horse fee, as long as the horse's original Registration Papers and a Signed Transfer accompany the Sale Entry.

Download this consignment form at www.HeritagePlace.com

CONSIGNORS CONTRACT: PLEASE READ BEFORE SIGNING

I hereby consign the foregoing livestock (the "Animals") to Heritage Place, Inc. ("HPI") for sale in the **2009 Fall Mixed 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 dates. Subject to the refund provisions set forth in this Agreement, the Entry Fee will be deemed earned by HPI on the **Withdrawal Date of August 17, 2009**. 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 plus 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 entry of any Animal based on pedigree and conformation as provided herein; (ii) 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; (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 HPI may establish; (vi) examine each Animal and make such catalog corrections and announcements as HPI deems appropriate; and (vii) 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 is 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 of the Sale; a NEGATIVE COGGINS test dated NO EARLIER than six (6) 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 HPI WILL WITHHOLD ANY MONIES DUE ME UNTIL ALL SUCH DOCUMENTS, IN A FORM SATISFACTORY TO HPI, ARE DELIVERED.

6. I understand that PAYMENT TO CONSIGNORS will take place as follows:

- Payment to HPI's consignors will begin on the 21st banking day after the last day of the Sale.
- Registration Certificates will not be transferred until the buyer's check has cleared the bank. HPI will begin processing papers within 45 working days following the Sale.
- Payment to HPI's consignors will be held until all necessary papers are in HPI's offices.
- A \$50.00 fee per Animal will be added to all Entry Fees which are approved to be withheld from the consignor's sale proceeds.
- An assessment of \$150.00 per entry will be charged if any problems arise in procuring or processing sale entry's paperwork.

7. 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.

8. I represent and warrant to the buyer and to HPI the following: (i) Title to the Animal free from all adverse claims to ownership, use or possession, (ii) The Animal is sound of eyes and mouth, (iii) The Animal is not a "cribber", (iv) The sex and condition as a stallion, gelding or ridgeling of the Animal is as described in the Sale catalog, (v) That no markings, no questions as to parentage, nor any other controversy exists that would affect registration of the Animal in its respective Breed Association, (vi) The Animal is not afflicted with Locomotor Ataxia (wobbler syndrome), (vii) 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. I understand that I AM REQUIRED TO INFORM HPI of any such aforementioned conditions at time of entry for announcement at the sale, or face purchaser's possible refusal of Animal and forfeiture of my Entry Fee and Sales Commission.

9. 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.

10. 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.

11. 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 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 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.

12. 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.

13. 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 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.

Name: _____
(Please Print)

Signed: _____

Date Signed _____

Rev062608

We appreciate your business and look forward to having you at Heritage Place!

**Please make a copy of this completed contract for your files before returning the original to Heritage Place.
Heritage Place, Inc. • 2829 S. MacArthur Blvd. • Oklahoma City, OK 73128 • (405) 682-4551 • Fax (405) 686-1267 • www.heritageplace.com**