

TERMS AND CONDITIONS OF SALE
*(Consignor's Contract * Read Before Signing)*

Consignor hereby agrees to be bound by the following terms and conditions of entry to the Bluebonnet Country Horse Sale: **NOMINATION DEADLINE – APRIL 15, 2011**

1. Upon entrance to the sale grounds, all horses must have a current Negative Coggins report dated within 6 months of the sale date and a health certificate dated within 30 days of the sale date. **Separate and Original Coggins Report and Health Certificate will be required on file for each horse.** Only the consigned horse and only one horse is to appear on either of these two documents. No Xerox copies will be accepted. All paperwork must be turned in at the sale office at the sale grounds and no horses will be permitted entrance to the auction ring until all paperwork requirements have been met and properly filed with Bluebonnet Country Horse Sale personnel. Name of Coggins Test Laboratory, date blood was drawn, and accession number of sample must appear on the health certificate as well as the EIA certificate.
2. Nominations received by the Bluebonnet Country Horse Sale Management Co. must be accompanied by Original Registrations Certificate, properly signed AQHA or APHA Breeder's Certificate on mares that are in foal will be required when applicable. Consignor understands that the submission of this form with the related items as set out above, constitutes a "nomination" only and that the nominated horse does not become a "consignment" in the sale until fully accepted in writing by the Bluebonnet Country Horse Sale. If the nominated horse is not accepted for the sale, the consignment fee and all related paperwork will be returned to the consignor.
3. After a horse has been consigned, the Consignor agrees not to dispose of the horse by private sale. In the event that a horse is sold prior to the sale the Consignor shall be responsible to pay the consignment fee of (\$300.00), eight percent (8%) commission fee and or \$50.00 withdrawal fee. Horses not sold in the sale, but sold on the sale grounds will be required to pay the applied commission fee (8%). Withdrawal will be permitted in hardship cases but must be presented in writing to the Bluebonnet Country Horse Sale and be accompanied by a signed Veterinarian Certificate stating that the horse has either died, received injury which affects the horse's marketability, or has acquired an illness which prevents the horse from meeting proper health requirements. Withdrawal presented in this manner must be further accompanied by the withdrawal fee of \$50.00 which shall be in addition to the consignment fee of \$300.00 which shall be used to pay for cataloging and advertising expenses and other costs incurred in removing the horse from the sale. In the case of horses that have died, Registration Certificate will be sent directly to the proper breed registry for recording and then forwarded to the Consignor.
4. Consignor authorizes the Sale Management Co. to (1) publish consignor's horse in the official sale catalog (2) advertise consignor's horse at Bluebonnet Country Horse Sale Management's discretion (3) research the background and accomplishments of Consignor's horse recorded by the AQHA or APHA and publish such findings in the sale catalog and edit for clarity any statements made by Consignor regarding Consignor's horse (4) make the representations and warranties on behalf of Consignor as set forth and under the rules of the Terms and Conditions of Sale as published in the sale catalog (5) sell Consignor's horse to the highest recognized bidder at public auction and deliver title to the new owner and (6) receive and disburse sale proceeds on Consignor's behalf as set forth herein.
5. A sale commission of eight percent (8%) of the final recognized bid will be charged and deducted from the Consignor's Account prior to settlement with the Consignor following the sale. All consigned horses sold on the auction grounds are subject to this sale commission (8%). The sale commission will be due only if the consigned horse actually sells. If a consignor elects to repurchase consignor's own horse (no-sale) by public bidding then a commission will be charged on that horse and the only cost to the consignor shall be the consignment fee of \$300.00 and plus a \$50.00 repurchase fee. Registration Certificate will remain in the possession of the Bluebonnet Country Horse Sale until such deficiency payments have been received and certified.
6. With respect to any and all warranties, the Bluebonnet Country Horse Sale management, auctioneers and clerks do not represent the Buyer or Consignor, but merely provide a medium for bringing together the Buyer and Consignor for the purpose of sale transactions. All responsibilities and guarantees lie solely between Buyer and Consignor. Except as otherwise announced by the auctioneer at the time of sale, the Consignor represents and warrants unto Buyer as follows: the horse is sound of eyes, wind and limb; the horse is not a "cribber"; the horse has not been nerved or does not have navicular disease; the sex or condition of a gelding or ridgeling is described in the catalog; a colt or stallion at least 18 months of age does possess at time of the sale, two testes descended to the scrotum; the condition known as Hyperkalemic Periodic Paralysis (HYPP) is stated or announced at time of sale and no statement or announcement means that the consignor has not disclosed to the sale management whether the horse has been HYPP tested or not; and title to the horse is free from all adverse claims of ownership, use or possession. In the event that a horse possesses any of these defects or any other defect, it shall be the Consignor's sole responsibility to inform Bluebonnet Country Horse Sale management, auctioneer or announcer of such defects in a timely manner so that proper announcements can be made while the horse is in the auction ring.
7. Consignor hereby agrees to be bound by the Terms and Conditions of Sale as published in the sale catalog and as part of consignment form; to comply with all of the Terms and Conditions set out herein so the Bluebonnet Country Horse Sale management may properly execute the sale and transfer of title of each horse in the sale in a professional manner; and to not knowingly withhold any information or commit any act that would be detrimental to the sale in whole or part.
8. Consignor hereby grants permission for any prospective buyer, at his or her own expense, to have an accredited veterinarian perform an inspection on the consigned horse prior to the sale.

9. Consignors hereby specifically warrants unto the Bluebonnet Country Horse Sale management and to any subsequent Purchaser's that all information furnished with the consigned horse is true and correct and that the Consignor does have absolute and complete title to the horse and will defend title against all claims.
10. After the sale catalog has been printed, no substitutions will be permitted without consent of the Sales Company.
11. Broodmares represented by the Consignor to be in foal are subject to a palpation exam at Buyer's request on the mare's exit from the sale ring. Any broodmare examined and found not to be in foal as represented at time of sale may be returned to the consigner as unsold. Consigner will pay the Veterinarian fee for the examination. The buyer will pay for the examination if the mare is found to be in foal as she was represented in the sale ring. Mares represented as "exposed" or pregnant, but not advanced enough in gestation to be pronounced sale foal, will not be guaranteed pregnant.
12. Consignor shall deliver the consigned horse to the sale grounds no later than 8:00 AM the day of the sale.
13. Consignor must furnish his or her own feed and care for each horse until the horse is sold. A halter will be furnished by the sale company.
14. Consignor acknowledges that the Bluebonnet Country Horse Sale reserves the right to assign stalls in a manner which the sale management deems fit; to determine the sale order, to change the time, date, or place of the auction if circumstances demand such; and to reject entry of any horse in the sale at any time if the entry of such horse is or could be a deterrent to the sale of the said horse or is that of a Consignor who has or is acting in a dishonorable fashion.
15. Consignor agrees to hold harmless and indemnify Bluebonnet Country Horse Sale, its agents, employees or servants; from and against any and all liability, debt, claims, suits, losses, damages, causes of action, judgments, costs and expenses, including attorneys' fees, arising or allegedly arising from personal injury or death of any person or horse, including but not limited to employees of the Consignor, property damage, including loss of use thereof, economical loss or otherwise, arising or growing out of the Consignor's use of any of the facilities in connection with the Consignor's due to any manner to the negligence or intentional acts of the Consignor, any of its employees, agents or servants in the performance of the Consignor's sale or any act, error, omission negligence of Bluebonnet Country Horse Sale occurring concurrently with that of the consignor or contributing to any loss indemnified hereunder. In no case will Bluebonnet Country Horse Sale its directors, officers and managers, or any of them be held responsible for any loss, damage or injury of any character to any person, animal or article during the sale.
16. Bluebonnet Country Horse Sale Management will settle with Consignor for horses sold no later than fifteen (15) banking days from the last day of the sale, as it requires that time for Buyer's checks to be converted to unconditional credit and/or certified funds.
17. In the event a Buyer fails to pay for or accept a horse sold to Buyer, the Bluebonnet Country Horse Sale reserves the right to accept the same purchase amount from another person, accept the next highest bid. Put the horse up for sale a second time, or retain it for the consignor as unsold. The Bluebonnet Country Horse Sale management, auctioneers, employees and representative thereof, shall not be liable for any deficit should the final bid or price on resale be less than that on the initial sale. In any case, where an animal is not paid for fully in cash and/or check (including without limitations, refusal to pay, stoppage of payment of check or draft, return of check or draft marked "Insufficient Funds", or "no account" or the like), or should conditions make immediate resale herein provided impossible or impractical, Consignor agrees to receive the animal back as unsold, without any liability to the Bluebonnet Country Horse Sale, auctioneers, employees or representatives thereof.
18. The Consignor will pay the transfer fee of \$15.00.
19. Nominations, Fees, and all Applicable Paperwork (Transfer, Breeding Certificates, Current Coggins) **must be received** in the office of **Bluebonnet Country Horse Sale, 6055 Hwy 105, Brenham, Texas 77833** by the **Deadline of April 15, 2011**. No consignment will be accepted without all required documents and paid nominations fees including cattle demonstration fees.
ANY AND ALL DISPUTES WITH REGARD TO THE FORMATION, HANDLING OR PERFORMANCE OF THIS CONTRACT SHALL BE LITIGATED EXCLUSIVELY IN WASHINGTON COUNTY, TEXAS.
20. **Performance horses will be shown the morning of and prior to the sale. All horses will be sold in the sale ring following demonstrations.**

Bluebonnet Country Horse Sale

6055 Hwy 105 * Brenham, TX 77833

Phone: (979) 251-7626

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