

# NOMINATION AGREEMENT

## DIXIE NATIONAL LIVESTOCK SHOW SOUTHERN CLASSIC SALE

February 18, 2012 , at 10:00 am

• Mississippi State Fairgrounds • Jackson, Miss. •

*A Select Sale of  
Quarter Horse and  
Paints*  
Sponsored by The  
Mississippi Quarter  
Horse Association

Please complete all  
blanks or indicate  
"NA" for  
Not Applicable.  
Sign and  
return to :

WAYNE BOYD  
10545 HWY 62 W  
PRINCETON, KY  
42445

- Nominations open November 1st, and must be received by mail, before Jan. 27, 2012
- Entry Fee \$250 • Commission: 8% • Halter Fee: \$5.00 Pass Out Fee of \$50.00
- Entry Fee, Original Registration Certificate, Transfer & other applicable forms should accompany this contract
- **Coggins (within 1 year) & 30-day Health Certificate must accompany horse to sale, do not mail**
- Consignors paid after 10 banking days, (March 2, 2012)

**NO HORSE WILL BE CATALOGED WITHOUT ORIGINAL PAPERS OR CHECK**

### Attach copy of papers!

Horse's Registered Name: \_\_\_\_\_

Breed: AQHA  APHA  DNA  Registration # \_\_\_\_\_ Registration Applied For:  Yes  No

Foaling Date (m/d/y): \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_

Sire & Reg. No.: \_\_\_\_\_ Dam & Reg. No.: \_\_\_\_\_

If Broodmare, complete in full:

Stallion bred to: \_\_\_\_\_ Reg. No: \_\_\_\_\_ LBD: \_\_\_\_/\_\_\_\_/\_\_\_\_

If applicable: 2010 Foal's Sex: \_\_\_\_\_ Sire: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_

**NOTE: BIG SCREEN TV WILL BE AVAILABLE, VIDEOS ARE ENCOURAGED AND WILL BE SHOWN AS EACH HORSE SELLS. VIDEOS SHOULD BE BRIEF AND DESIGNED WITH ACTION FROM THE BEGINNING.**

Please fill out this section in its entirety:

Catalog Notes: Cribber:  Yes  No Cryptorchid:  Yes  No Parrot Mouth:  Yes  No

**Please check one:** Sound (See #8 on reverse side):  Yes  No: Breeding Sound only:  Yes  No

As Is (with no guarantees, whatsoever):  Yes  No Incentive Fund  Yes  No

Please write a brief description about your consignment (breeding, winnings, accomplishments, training, etc.):

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Owner's Name: \_\_\_\_\_ Catalog in the name of: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ e-mail/Website: \_\_\_\_\_

Owner hereby specifically warrants unto Auctioneer and to all subsequent parties that all information supplied regarding this contract and the horse consigned is true and correct, acknowledges the accuracy of all information printed in the sale catalog is Owner's responsibility, and agrees to be bound to all parts of this consignment contract as well as to all the Terms and Conditions of Sale published in the official sale catalog.

**I HAVE READ ALL OF THIS CONTRACT AND FULLY UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS.**

Owner's signature \_\_\_\_\_ Date \_\_\_\_\_

An original copy or facsimile of Owner's signature shall be valid for the purpose of this sale.

**SALE MANAGEMENT**  
**WEST KENTUCKY HORSE SALES, INC.**  
**Wayne & Diane Boyd - 270-365-7272**

**mail entries to:**  
**WEST KY HORSE SALES**  
**— 10545 Hwy 62W —**  
**Princeton, KY 42445**

**FROM: OWNER**

**TO: SALE MANAGEMENT: dba: WEST KENTUCKY HORSE SALES, INC.**

1. Owner authorizes Sale Management to 1) research, advertise, catalog and select the sale session for each horse consigned: 2) make representations and warranties strictly on owner's behalf with no responsibility for such warranties being that of the Sale Management.: 3) sell owner's horse to the highest bidder and to deliver to the buyer: 4) receive and disperse sale proceeds on Owner's behalf as set forth herein.
2. Owner acknowledges that the Sale Management has the right to: 1) reject at any time any horse consigned: 2) make announcements at time of sale concerning any horse consigned: 3) determine the order of the sale: 4) secure any health requirements not provided by Owner from the sale veterinarian and debit charges to Owner's account: 5) change the date, time or location of the sale if circumstances deem necessary: should the sale be permanently cancelled due to uncontrollable circumstances, the sole liability of the Sale Management shall be to return the entry fee and necessary documentation to Owner.
3. Entries must be accompanied with all the requirements specified on the front page of this contract. The entry fee of \$250.00 may be deducted from the sale proceeds if registration papers are submitted with entry, or submitted with entry. **The entry fee in non-refundable and shall be deemed fully earned when the Sale Management accepts this contract, whether paid or unpaid when entry is submitted. In addition to the entry fee, a commission of 8% of accepted bids shall be charged and deducted from the Owner's proceeds.**
4. Owner agrees not to privately sell or withdraw any horse after it is accepted by Sale Management for sale consignments. If Owner sells any consigned horse prior to the auction or withdraws or fails to present any horse for sale at the auction for any reason other than medical as specified in #5 below, then Owner is responsible for the \$250.00 entry fee and \$250.00 damages. **Entry privileges are not transferable to a third party.**
5. Upon presentation of a notarized veterinary certificate to Sale Management stating the condition of the horse, Owner may withdraw a consigned horse if it dies or becomes unfit for sale due to material veterinary reasons acceptable to Sale Management. However, any unpaid balance of the \$250.00 entry fee shall become immediately due to the Sale Management. **Owner may substitute for an additional \$50.00 fee.**
6. Owner agrees to have all horses consigned on the sale premises no later than 7:00 am on the scheduled sale date. Any horse consigned continues in the Owner's sole care and control until the buyer's acknowledgement is signed by an accepted bidder. Responsibility of getting horse to and from the auction arena is that of the Owner. The Sale Management is not responsible for care and custody of any horse consigned, including the providing of veterinary or other care, but Owner does hereby authorize the Sale Management to take such action without liability should it be deemed necessary.
7. The right to bid, repurchase or Pass Out (PO) is reserved by the consignor or his representative. Any such action must be made prior to the horses departure from the sale ring. Title to the animal passes to the buyer immediately at the final fall of the auctioneer's gavel, unless such a repurchase or PO is made immediately by the consignor, his representative, or the auctioneer. Sale Management will oblige sellers to place reserve bids on any animal if given instructions prior to the sale. **However, the Owner will still owe the \$250.00 consignment fee plus a pass out fee of \$50.00.**
8. **LIMITED WARRANTIES:** Each Owner hereby expressly represents and warrants to the Sale Management and all potential bidders with the following matters for each horse consigned, unless stated otherwise in the sale catalog and/or otherwise announced at the time of sale. Further in the event a horse possesses any of the following defects or conditions, or any other defects, the Owner shall have responsibility to inform Sale Management of such immediately so that proper announcements can be made in the sale catalog and/or the auction block while the horse is in the auction ring. 1) Owner have and shall pass full and clear title to the horse consigned and shall defend the title against all claims: 2) title to the horse is free from all adverse claims of ownership, liens, security interests, use or possession, and Owner agrees to defend title against all claims; 3) the horse is "serviceably sound", meaning it has no known injury, abnormality, disease or adverse condition that would render it incapable of performing its represented purpose; 4) the horse is not a cribber, parrot mouth, or crypt orchid; the horse has not undergone invasive joint or abdominal surgery; 5) the horse's sex is as described in the catalog; 6) the horse has not been nerved; 7) colts or stallions at least 18 months of age at time of sale do possess two palpable testicles descended to the scrotum; 8) all mares at least 18 months of age at time of sale do possess two palpable ovaries. Further, Owner grants permission to any prospective bidder to have a mutually acceptable veterinarian perform an inspection as to the above listed matters at a reasonable time prior to the sale. Except for the foregoing "express limited warranties" and any additional health or medical information provided in the sale catalog or the auction block, each horse is otherwise sold "as is" with all defects and existing conditions, if any and without any further warranty of any kind, expressed or implied. Every horse will be sold under this rule.
9. **RIGHT OF RETURN:** After a sale has been transacted, the buyer has the right at his expense, to have any horse examined by the official sale veterinarian for all limited warranties described herein and for any medical representations made on behalf of the owner from the auction block. Such veterinarian testing shall be done after the horse sells and before it leaves the grounds. If the horse was sold and misrepresented by the Owner, the buyer has the right to refuse purchase and has the right to deliver horse back to owner as unsold. In such case, all fees associated with the sale become due to the Sale Management from the Owner.
10. In the event a buyer fails to pay for or accept a horse, Auctioneer reserves the right to: 1) accept the same purchase amount from another buyer; 2) accept the next highest bid; 3) offer horse for auction for a second time; 4) retain horse for Owner as unsold. Sale Management 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 impractical, Owner agrees to receive the animal back as unsold, without further obligation by Sale Management.
11. Remittance of net proceeds to Owner from Sale Management will be in 10 banking days if all the following have been complied; 1) all necessary documents pertaining to the horse that are necessary to complete the sale have been secured by Sale Management from the Owner; 2) any dispute or claim by the buyer or any third party has been resolved. All documents pertaining to the horse shall be held by Sale Management until Owner accounts are balanced and payment clears the drawer's bank.
12. Owner agrees to save, hold harmless: Sale Management, Mississippi State Fairgrounds, Mississippi Quarter Horse Assoc.; and all agents officers and employees of each from and against any and all liability, debt, claims suits, losses, damages, caused of action, judgments, costs and expenses; including attorney's fees arising from personal injury or death of any person or horse, including but not limited to employees of the Owner, property damage including loss of use thereof, economical loss or otherwise, arising or growing out of the Owner's use of any of the facilities in connection with the Owner's sale due in any manner to the negligence or intentional acts of the Owner, any of its employees, agents or servants in the performance of the Owner's sale or any act, error or omission or negligence of Sale Management, occurring concurrently with that of the Owner or contributing to any loss indemnified hereunder. It is further understood and agreed that in no case will Sale Management or its officers or employees be held responsible for any loss, damage or injury of any character to any person, animal or article arising from or occurring during the sale.