

**WEST KENTUCKY HORSE SALES, INC.
CONSIGNORS CONTRACT**

Sunday September 12, 2010

Sunday November 7, 2010

Circle

One

HORSES ARE CONSIGNED BY POSTMARK DATES ON ENVELOPES.

1. By entering an animal or animals in any sale conducted by WEST KENTUCKY HORSE SALES, INC. and the CONSIGNOR or his agent signing this Entry Blank, the Consignor does thereby agree to the following terms and conditions.
2. An entry fee of **\$125.00** per animal will be charged. If six or more entries are made to the sale, the entry fee will be \$110.00 per animal. Entry fee will be forfeited on each animal cataloged and/or advertised and not offered for sale. In addition: Commission will be 10% on all sales — the no-sale fee will be 5% of the last bid. **In addition to the entry fee, there will be a \$100.00 fee charged for all horses withdrawn from the sale after the catalog is printed.**
3. The animals consigned to this sale are entirely at the risk of the consignor until sold and fully paid for. The consignor is the responsible party. West Kentucky Horse Sales, Inc. acts simply as agent. The consignor guarantees the title of the property to the buyer and hereby represents that there are no claims against, no lien upon, nor ownership, in whole or part, of any animal entered by him that can in any way interfere with its rightful sale and delivery, or that can hereafter deprive the purchaser of full, complete and peaceful ownership, and **that all defects and unsoundness of any nature known to consignor will be stated**, and that no animal suffering from a contagious disease will be sent by him to the sale.
4. On the day of the sale, if the consignor sells the horse prior to the sale or following the sale, the consignor and purchaser both shall inform the cashier to assure clear title to purchaser and to assure proper payment to consignor. In no case shall purchase money, in whole or part, be paid by buyer to consignor, as such would not be regarded as valid nor entitle either to the protection of West Kentucky Horse Sales, Inc.
5. The sale management reserves the right to reject the sale of any consignment if it considers the animal unfit for sale for any reason. In the event the horse is rejected, the consignor will forfeit the consignment fee.
6. **Each and every animal consigned to the sale must have a "Coggins Test" within 1 year of sale date and the consignor agrees to provide the sale management with the official laboratory certificate on sale day along with a 30-day health certificate. NO PHOTOCOPIES.**
7. The Registration Certificate of each animal listed as registered must be furnished with a clear title of ownership by the CONSIGNOR. If for any reason the Registration Certificate cannot be furnished it is the responsibility of the CONSIGNOR to have this information announced by the Auctioneer. West Kentucky Horse Sales, Inc. will withhold settlement to CONSIGNOR for all sales when animal is sold as registered until delivery of Registration Certificate and Transfer in proper order, and/or proper papers are in order. CONSIGNORS are responsible for all transfer fees. **No horses will be accepted on application and breeder's certificate except when sold with dam. All broodmares selling (bred, exposed or in foal) must have a properly signed and dated breeder's certificate.**
8. The consignor agrees that he will be present in person, or have a duly authorized representative present, to make true representations respecting each animal; that he will defend any suit at law brought by a purchaser vs. West Kentucky Horse Sales, Inc. on account of sale of his animal or animals. That in disputed cases, involving the soundness of an animal or statement by the consignor, West Kentucky Horse Sales, Inc. will have the sole right to appoint an expert who shall decide the point at issue. The decision of the expert, and no other, shall be binding on both seller and buyer, and if the consignor is decided in the wrong, he agrees to pay the examination fee, and that in case the animal is refused by a bidder on account of misrepresentation of the consignor, and the refusal is sustained by the referee, he will pay full commission.
9. West Kentucky Horse Sales, Inc. is authorized to decline any bid by intoxicated or disorderly parties, or by those who have defaulted on former purchases, or by any person who, in its judgement, is not a reliable or responsible party. And in case any purchaser fails to pay for and receive an animal struck down to him, West Kentucky Horse Sales, Inc. is authorized to accept the same amount from another person, or to accept the next highest bid, or it may, if in its judgement, it be to the best interest of all concerned, put the animal up for sale the second time.
10. West Kentucky Horse Sales, Inc. will settle with a consignor for property sold no sooner than the 5th day (exclusive of Sunday) after the last day of the sale, as it requires that time to make up accounts, and straighten up settlements with purchases and the like, following sale of animals.
11. The laws of the State of Kentucky will govern this contract.

I enter the animal described on the reverse side hereof for sale at auction to be held at Western Kentucky University Expo Center, Highway 31W South, Bowling Green, Kentucky, and subject to the conditions herein, which I acknowledge to have carefully read and examined, and which I fully accept and agree to be the contract between us:

Signature _____

Name (PLEASE PRINT) _____

P.O. Address _____

City, State _____ Zip _____

Area Code _____ Phone _____

ENTRY BLANK
WEST KENTUCKY HORSE SALES, INC.

The contract on the reverse side hereof must be signed before the entry will be accepted.

Consigned by (PRINT NAME) (PRINT STATE)

Name of Horse Reg. No.

CIRCLE ONE:

Color Mare Stallion Gelding Date Foaled

NOTE: PRINT OR TYPE ALL PEDIGREE INFORMATION AND FOOTNOTES!

Check if this horse is ENROLLED in:

AQHA Incentive Fund

KyQHA Breeders Incentive Fund

Sire

Reg. No. _____

Dam

Reg. No. _____

Catalog Footnotes:

Fill in pedigree or attach copy of registration papers.

BRING COGGINS AND HEALTH PAPERS DAY OF SALE.

MAIL ENTRY FORM AND FEE OF **\$125.00** TO ADDRESS BELOW.

If six or more entries are made to the sale, the entry fee will be \$110.00 per animal.

MAIL ENTRY TO:
West Kentucky Horse Sales, Inc.
10545 Hwy. 62 West
Princeton, Ky. 42445
270-365-7272 • Fax 270-385-7234

SALE TO BE HELD AT:
Western Kentucky University Expo Center