

2018 WESTERN STATES HORSE EXPO
THE WESTERN SELECT
RANCH & BARREL HORSE SALE

CONSIGNMENT CONTRACT

Sunday, June 10, 2018

SALE DAY _____ **Sunday, June 10, 2018 at 12:00 PM**
SALE LOCATION _____ Cal Expo, Sacramento, California
SELLING _____ Ranch and Barrel Horses, Prospects and Broodmare
ENTRY DEADLINE _____ **May 1, 2018**
CONSIGNMENT FEE _____ \$500
COMMISSION _____ 8% of Selling Price
BUY BACK _____ \$250 Flat Fee, in addition to the Consignment Fee.
STALL FEE _____ \$100
DIGITAL VIDEO _____ Highly recommended and should be submitted by June 1, 2018
Can be sent in any digital format via email, upload, direct mail, or internet link. VHS tapes **NOT** accepted. Will accept **UPDATED VIDEOS** for website and on site preview until **June 1, 2018**.
SALE ORDER _____ Draw determined by sale management

RADIOGRAPHS ARE NOT MANDATORY, BUT STRONGLY RECOMMENDED

A list of recommended diagnostic views can be found at www.snafflebitsales.com. Radiographs are to be made within 45 days of the sale and turned in to the Sale Management. They will be maintained by Asteris, Inc. repository and will be available for viewing by request.

REQUIREMENTS TO BE CONSIDERED FOR THE SALE (Use this as a checklist before you send your entries):

- Original Registration Papers & Signed Transfer** - No copies accepted, horses will not sell without originals.
- A Signed Consignment Form** - Page 2 of this contract
- Completed Disclosure Information** - Page 3 of this contract
- \$500 entry fee/per horse** - Check payable to "PDI"
- Current Coggins Test** - Within six (6) months of Sale
- Health Certificate** - With in thirty (30) days of sale and **MUST** be on file in the office prior to sale day. No copies accepted, horses will not sell without originals.
- Credit Card on file** - All consignors must maintain a credit card authorization pursuant to the terms on Page 3

KEEP THIS PAGE FOR YOUR INFORMATION



SELECT RANCH & BARREL HORSE SALE

Sale is Sunday, June 10 2018

**ENTRIES MUST BE RECEIVED BY
May 1, 2018**

Email: sales@parnelldickinson.com
Fax: (888) 503-3590

Name of Consignor _____ Agent Owner

Complete Address _____ Home Phone _____
City, State, Zip _____ Bus. Phone _____
Email _____ Fax _____
Web Site _____ Cell _____

Complete CURRENT OWNER section ONLY if CURRENT OWNER is different from Consignor.

Current Owner _____ Home Phone _____
Complete Address _____ Bus. Phone _____
City, State, Zip _____ Fax _____
Email _____ Web Site _____ Cell _____

Checks are made payable to and mailed to the CURRENT OWNER unless authorized by CURRENT OWNER in writing to do otherwise.

Horse's Name _____ Breed _____ Reg # _____

Foaling Date: mo ____/date ____/yr ____ Color _____ Sex _____

Registry Other (ie. APHA, NRHA, PHBA, etc.) _____ Registry Other Reg # _____

SIRE _____ **DAM** _____

Sire Reg # _____ Dam Reg # _____

Check here if NRCHA Stakes eligible NRBC enrolled NRHA enrolled in AQHA Incentive Fund

Other programs nominated to: _____

Eligible For: _____

Video Files for website and preview at the sale should be received by **June 1, 2018** for use. The video files need to be in a digital format such as DVD, USB, CF or SD cards. Email link to downloadable video clips is highly recommended, but **DO NOT EMAIL** video files direct. **NO VHS TAPES WILL BE ACCEPTED.**

Call John Dickinson at (916) 806-1919 with any questions.

*****ENTRY FEES MUST ACCOMPANY CONSIGNMENT CONTRACTS FOR HORSES TO BE CATALOGED*****

Owner hereby specifically warrants unto Auctioneer, Sale Management, and to all subsequent parties that all information supplied regarding this contract and the horse consigned is true and correct. Owner further acknowledges that the accuracy of all information printed in the sale catalog is Owner's responsibility, agrees to be bound to all parts (5 pages) of this Consignment Contract as well as to all the Conditions of Sale published in the official sale catalog and agrees that this agreement is binding on and inures to the benefit of all heirs, successors or assigns.

I HAVE READ ALL 5 PAGES OF THIS CONTRACT, FULLY UNDERSTAND AND AGREE TO THE SAME, INCLUDING MY INDEMNITY OBLIGATIONS, AND AGREE THAT THIS HORSE WILL APPEAR AT THE SALE AND I WILL BE RESPONSIBLE FOR ALL APPLICABLE FEES IF HORSE SELLS AS A RESULT OF THIS SALE.

SIGNED _____ Dated _____

COMPLETE PAGES 2 AND 3 AND RETURN TO PARNELL DICKINSON, INC.



SELECT RANCH & BARREL HORSE SALE

Sale is Sunday, June 10, 2018

**ENTRIES MUST BE RECEIVED BY
May 1, 2018**

Email: sales@parnelldickinson.com
Fax: (888) 503-3590

Disclosure Information

Name of Horse _____ Reg # _____

For all Two Year-Olds and Older: Current Trainer's Name _____

MUST COMPLETE HEALTH QUESTIONS TO BE CONSIDERED FOR ENTRY:

- Is Horse VISION IMPAIRED? Yes No
- Does Horse CRIB in any way? Yes No
- Has Horse had any ABDOMINAL SURGERY? Yes No
- Is there a GAP BETWEEN UPPER AND LOWER TEETH? Yes No
- Has horse been NERVED, FOUNDERED, or have NAVICULAR Disease? Yes No
- Has horse had hock or stifle surgery? Yes No

IF ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, EXPLAIN BELOW:

Veterinarian Name and Phone # _____

FOR ALL STALLIONS 13 MONTHS OR OLDER: CRYPTORCHID? Yes No

OWNER'S STATEMENT as you want it to appear in the catalog. Indicate if this horse has any show record in NRCHA, NCHA, NRHA, AQHA, APHA and other Association awards, level of training, size, appearance, potential, etc. Attach additional Owner's Statement to this form if necessary. **We will confirm show records after the horse is accepted for the sale.**

Include Information for Dam for advertising (Show or produce record, titles, etc.):

**CREDIT CARD
AUTHORIZATION**

Each consignor or agent must have a credit card authorization on file with the Sale Management prior to the sale horse entering the sale ring. The credit card will only be used in the event that sale expenses are not paid by cash or check prior to leaving the sale facility or if a check returned for non-sufficient funds. A credit card processing fee of 3.5% will be added to the balance owed.

Card Number:	Exp. Date:	CVC:
Billing Address:	City/State/Zip:	
Name on Card:	Signature:	

STALLING REQUEST

Stall with:
Requested barn & location:
Number of TACK Stalls: (\$100 per Tack Stall)

COMPLETE PAGES 2 AND 3 AND RETURN TO PARNELL DICKINSON, INC.



CONSIGNMENT CONTRACT - SELECT RANCH & BARREL HORSE SALE

West Coast Select Ranch & Barrel Horse Sale - WSHE & Parnell Dickinson, Inc.

Please read, then sign at the bottom of the Consignment Contract and retain this portion of the Contract for your records.

Standard Conditions Western States Horse Expo:

1. Parnell Dickinson, Inc. and Western States Horse Expo Sale Committee, shall hereinafter be referred to as "Sale Management."
2. **Title & Truth:** I, the undersigned, do hereby agree to the terms and conditions set forth below, and do further swear that all the information furnished regarding this consignment is true and correct to the best of my knowledge, and I do hereby further agree, and covenant, and specifically warrant, unto PARNELL DICKINSON, INC. (hereinafter referred to as PDI), Western States Horse Expo (hereinafter referred to as WSHE) and also unto any subsequent purchasers that I do have absolute and complete title to the consignment listed on the consignment form portion of this contract. I further warrant that any signature or information given on any document pertaining to this consignment is proper and correct.
3. **Indemnity:** I do hereby release and indemnify PDI, Sale Managers, Auctioneers, employees and representatives thereof, WSHE and CAL EXPO from any and all responsibilities, liabilities, obligations, claims, law suits, or legal proceedings arising from the sale of this consignment. If legal action is initiated, by any party, for any horse entered in this auction, the Seller and Buyer, jointly and severally, agree to indemnify PDI and WSHE from such suit, including legal fees and all related costs incurred by PDI or WSHE.
4. **Consignment Fee & Commission:** I agree to pay PDI a **consignment fee of \$500** for each horse accepted for this sale, plus a Brand Inspection fee of \$20. Further, I agree to pay PDI a sale commission of 8% (eight percent) of the final bid or selling price for any horse sold through the sale ring or on the sale grounds. The **\$500** consignment fee is considered to be earned once the horse has been accepted for the sale and is non-refundable. This consignment contract is not assignable. I agree that Sale Management shall deduct and retain its sale commission and balance of consignment fee, if any, from my account before distributing proceeds to me. In the event there is a deficit in my account, I agree to pay PDI the balance due within 10 (ten) days of receipt of the invoice. Interest of 1.5 % per month will be charged on unpaid balance. The person that is named as the Consignor (which can be the Agent) is responsible for the payment of fees.
5. **Buy Back:** The horse will be sold to the highest bidder. I agree that if I do not want to sell this horse for the bid price, I must "buy back" or "repurchase" the horse. I, or my representative, must make the last bid and sign the Acknowledgment Of Purchase. If repurchased, a buy back or repurchase fee of \$250 will apply, in addition to the consignment fee. I agree that PDI may publish the name of the final bidder.
6. **Withdrawal:** I agree that I will not withdraw any horse consigned, unless the withdrawal is accompanied by a veterinarian's certificate acceptable to Sale Management, in which case withdrawal shall be permitted at no additional charge, other than forfeiture of the \$500 consignment fee. The veterinarian's statement should be specific as to the nature of the horse's problem. Should such a withdrawal occur without an approved veterinarian's certificate, I agree to pay PDI \$500 as withdrawal penalty in addition to the consignment fee. In the event that a consignment is withdrawn from the sale for any reason that is not in accordance with condition 6, I agree to pay PDI liquidated damages in addition to the consignment fee. Liquidated damages shall be the greater of \$500 or 8% (eight percent) of either (a) the actual selling price of the consignment as verified with the buyer, or (b) in the event actual selling price is not provided to PDI within 10 days of the withdrawal, 8% (eight percent) of the value of the consignment as determined by Sale Management. All liquidated damages shall be in addition to the consignment fee.
7. **Pre-Sales At the Auction:** In the event I privately sell my horse after the horse is on the sale grounds, I agree that the horse MUST be offered through the sale ring, in the sale that it was entered. The commission owed will be consistent with the % of the sale entered, on the price at the fall of the gavel. If the horse is not resold, applicable buy back fees will be due. **PRESALES ARE STRONGLY DISCOURAGED.**
8. **Substitution:** In the event of unusual circumstances where a consigned horse cannot be offered for sale, the consignor may be allowed to substitute another entry for the original entry, **subject to the approval of Sale Management.** A veterinarian's certificate or other information may be requested by Sale Management. A \$100 fee is charged for a substitution made after May 20th.
9. **Registration Papers, etc.:** All registration certificates, transfers, transfer fees and stallion service certificates must accompany this consignment form and all must be signed by the owner or legal agent thereof. Registration must be complete on all horses. I warrant that any registration certificates, registration applications for foals at mare's side, transfers or breeding reports are correct and free of any question or action by the applicable breed registry. I agree that Sale Management may withhold any monies due me until all registration certificates, transfers, breeders certificates and other required documents are delivered to PDI. All back transfer fees will be paid by the current owner. All transfers will be filled out in their entirety according to the rules and regulations of AQHA and APHA.
10. **Obligation to Pay Proceeds:** In the event a purchaser fails to sign the Acknowledgement of Purchase or pay for and receive a horse struck down to them as sold, or if the sale of any horse is not consummated by reason of default of the buyer or otherwise, PDI and WSHE shall not be held liable for said sale. Sale Management shall have the right to accept the same amount from another person, accept the next highest bid, put the horse up for sale a second time or retain it for the Seller as unsold. PDI and WSHE shall not be held liable for any deficit in the resale price. This condition includes the case where a horse has been removed from the grounds by the buyer and payment has been stopped on a check, a check has been returned for insufficient funds, closed account, any sort of check fraud or the like. I understand that PDI and WSHE do not guarantee the validity, enforceability, payment or collection of any instrument received in payment of the purchase price of any animal. The sole obligation of Sale Management shall be to assist me in the collection of the purchase price of the horse, recovery of the horse or re-sale of the horse at the sale or by private sale.
11. **Payment for Horses:** Sale Management AGREES TO MAIL CHECKS TO CURRENT OWNERS FOR THEIR CONSIGNMENTS NOT EARLIER THAN TEN (10) BANKING DAYS NOR LATER THAN THIRTY (30) BANKING DAYS FROM THE LAST DATE OF THE SALES providing all necessary registration certificates, transfers, breeders certificates, health papers, and other required documents are in order and the purchaser has not stopped payment on their check or otherwise failed to pay for the horse for any other reason, or in the

event of a dispute or claim by the buyer, for a serious soundness problem which may have existed prior to the sale, misrepresentation, fraud or breach of warranty. I agree that Sale Management shall not be required to remit to me the net proceeds of the sale of any horse which is the subject of a dispute or claim by the buyer, for a serious soundness problem which may have existed prior to the sale, misrepresentation, fraud or breach of warranty, until such dispute or claim is resolved and the proceeds of the sale have been received by Sale Management or WSHE. The responsibility to resolve such a claim lies between the Seller and the Buyer. Notwithstanding any other provision hereof, should a dispute arise between the Seller and the Buyer, Sale Management and WSHE may retain the fees and costs and may escrow, or interplead into Court the balance, of any proceeds of sale in its possession, as well as any titles or papers, pending a resolution of the dispute. Any and all legal fees and costs incurred by PDI or WSHE, may be deducted from the net proceeds of sale still in their possession. Otherwise, the Seller and Buyer shall be jointly and severally liable for the same upon demand.

12. **Representation of Horse:** I agree that I am responsible for the correct representation of this horse in the owner's statement in the catalog, additional announcements at the sale and in conversation with potential or eventual buyers. Representations may include, but are not limited to training, disposition, soundness for the advertised purpose, vices, etc. I agree that I have a continuing duty to respond to the buyer, after the sale, in the event of a dispute over my representation of this horse until any dispute is resolved. I understand that I may be subject to Condition 11 if the buyer makes a dispute or claim as stated in that Condition.
13. **Disclosures: I agree to notify Sale Management in writing, of any irregularities, blemishes, unsoundness or defects of any kind, prior to the sale** and hereby authorize PDI, the Auctioneer or Announcer to print in the catalog or announce such irregularities, blemishes, unsoundness or defects before the horse is sold. A veterinarian's statement explaining the defect should accompany notification to PDI. The following conditions **MUST BE DISCLOSED** in the sale catalog or by announcement before the horse is sold: cribbers, weavers, horses unsound of eyes or wind, crypt-orchid, monorchid, parrot mouth or monkey mouth condition, has had major surgery or a serious illness, and horses that have been foundered prior to this sale, nerved or have a lameness due to navicular disorder, osteoarthritis of a joint or other bone abnormality, or a neurological disorder.
14. **Radiographs: It is strongly recommended that radiographs be provided.** Radiographs should be turned into the Sale Office prior to the Sale. Radiographs will be available for viewing through the host repository and may only be viewed by a licensed veterinarian. Sale Management does not view or announce the results of radiographs. Submitted radiographs become the property of PDI and will not be available for viewing after the horse is sold.
15. **Lameness Warranty:** If buyer finds a horse to be significantly lame (1 out of 5 or greater by AAEP Standards) within 24 hours of the start of the Sale session in which the horse sells and prior to the horse leaving Cal Expo, the buyer must notify Sale Management by a statement from the Sale Veterinarian. Broodmares and horses represented only as breeding stock are exempt from the Lameness Warranty. The Sale Veterinarian shall state in detail the results of the examination. Examination and related expenses shall be at the expense of the buyer. Sale Management shall review the statement to determine if the condition existed prior to the Sale. The decision to allow or disallow the rejection of the horse by the buyer will be consistent with the opinion of the Sale Veterinarian and the decision of Sale Committee shall be final in all respects.
16. **Drugs and Medication:** I warrant that this horse has not been given drugs to alter soundness or temperament. I agree that I must disclose if any drug or medication is being administered to this horse for the maintenance of any condition.
17. **Return of Horse:** In the event a horse is returned to the consignor because of breach of the Consignment Contract or Conditions Of Sale, as stated in the Sale catalog, the consignor agrees to pay all reasonable costs involved with the sale and return of the horse, including transportation, board and appropriate sale fees.
18. **Liability:** I understand and agree that PDI and WSHE do not assume any liability for injury or unforeseen illness to any horse listed and consigned to it for sale. In the event of injury or illness, and I cannot be notified, where Sale Management deems a veterinarian should be called to care for or treat any of the horses, I agree to pay for said care and for any unusual or unforeseen expenditures in connection with said care and treatment. I further agree to indemnify and hold harmless PDI and WSHE from any and all costs incurred therein.
19. **A NEW halter must accompany each horse sold.** The new halter must be left with the horse for the buyer, or if not, Sale Management will provide a halter to the buyer and add a charge of \$40 to Seller's account.
20. **Reservations of Sale Management:** I agree that Sale Management reserves the right (1) to reject any consignment, (2) to assign stabling facilities as it sees fit (3) to determine the order of sale (4) to subject animals to examination by appointed veterinarian prior to sale, and to sell animal based on veterinary findings (5) to refuse the right to sell any horse found to be in unsatisfactory condition or unsound (consignment fee will be forfeited) (6) to edit, correct, or add to the footnotes that I have furnished regarding this consignment and (7) to change the time, place or date of this sale should any unforeseen circumstances necessitate such a change.
21. **Health Requirements: EACH HORSE MUST HAVE AN ORIGINAL (official laboratory certificate) NEGATIVE COGGINS REPORT DATED WITHIN 6 MONTHS OF THE SALE DATE and an INTERSTATE HEALTH CERTIFICATE DATED WITHIN 30 DAYS OF THE SALE DATE.** These reports must be in Sale Manager's possession prior to sale. All Original (official laboratory certificate) Negative Coggins must have all markings correctly described and drawn on certificate, with the registered name of the horse, for International Shipment of Horses.
22. **The Conditions of Sale** as listed in the catalog are hereby incorporated by reference and made a part hereof as though set forth herein.
23. **Responsibility for Loss:** The Sale Management or any of its employees or representatives shall not be held responsible for any accident that may occur to horses, or equipment, or for loss by fire, theft, or injury, or for injury or death to any human or horse in any way or manner.
24. **Nevada Law:** The laws of the State of Nevada will govern this contract.

ANY PERSON(S) SIGNING THIS CONSIGNMENT CONTRACT SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE UPHOLDING OF THE TERMS HEREOF AND ACKNOWLEDGES THAT THEY HAVE READ THE FOREGOING AND THE CONDITIONS OF SALE IN THE SALE CATALOG AND, UPON SIGNING THIS CONTRACT, AGREE TO ABIDE BY THEM. FURTHER, ANY PERSON SIGNING THIS CONSIGNMENT CONTRACT REPRESENTS THAT HE/SHE HAS COMPLETED THE DISCLOSURES REQUIRED ON PAGE 3 HEREOF AND THAT ALL SUCH DISCLOSURES ARE TRUE AND ACCURATE IN EVERY DETAIL.

Must sign at the bottom of PAGE 2 of the CONSIGNMENT CONTRACT.
Retain pages 4-5 of the contract or your records.