

## IBHA WORLD SALE CONDITIONS OF CONSIGNMENT

1. I, the undersigned owner do hereby make application for entry of this horse as indicated into the IBHA World Sale and in consideration thereof, I agree as follows:
2. That Sale Managers act as my agents only to solicit bids for the purchase of this horse. They make no representation, ascertations or take no personal interest in the purchase and sale of this entry, but act as my agents only for the solicitation of bids and their responsibility ends there.
3. I do hereby release Agricenter, IBHA, the auctioneers, employees and representatives thereof from any and all responsibility, liability, claims, actions and judgments whatsoever resulting from the horse's unsoundness, failure of representations and any personal injuries which result from my attendance or the attendance of my horse at this sale. I recognize that horses are animals capable of inflicting personal injury without fault or negligence on anyone's part and I agree that the mentioned parties are in no way responsible for my personal safety at this sale or for the safety of my horses which remains my personal responsibility.
4. Permission is hereby given for any prospective buyer, at his own expense, to have any accredited veterinarian perform a pre-purchase or soundness inspection on this entry including pregnancy examination prior to selling.
5. The auctioneer is hereby authorized, but not required, to announce any findings of irregularities, blemishes, unsoundness, or defects that are not stated in the footnotes of the catalog before the sale of the horse. Consignor warrants that the sale entry is free from infectious disease and has not been drugged. Any unsoundness not mentioned or listed in the sale catalog can result in possible buyer refusal of purchase and sellers forfeiture of entry fee and applicable sale commission. Any dispute on unsoundness lies strictly between the consignor and the buyer and must be resolved prior to the end of the sale.
6. Sale position will be determined by Sale Management and horses are to sell in order they are cataloged. A recent photograph of the entry, that is acceptable for reproduction, may be sent with the consignment contract for publication in the catalog. There is a \$10.00 added charge for a photo used in the catalog. All registration certificates, transfer reports and breeders certificates must be signed and submitted together with the required fees and this contract for an entry to be accepted. Incomplete forms, insufficient fees or missing forms that are not corrected in time for deadline of entry will be cause to not accept the entry for the sale. MARES IN FOAL MUST HAVE A SIGNED BREEDER CERTIFICATE BY SALE DAY. NO EXCEPTIONS.
7. Required health certificates and coggins test reports must be submitted to the sale office prior to the horse entering the sale arena.
8. The consignment fee includes catalog listing, office charge and stall fee for horses not entered in the show. Sale horses being shown in the Dunarama must have a Show Stall. (SEE PARAGRAPH #18 BELOW) HORSES NOT BEING SHOWN WILL BE STALLED IN SALE AREA. Horses withdrawn from the sale or not showing up will forfeit the consignment fee and be assessed \$100. Horses sold prior to the sale will be assessed the appropriate commission.
9. If entry is withdrawn due to sickness or injury, Sale Management must be notified and receive an authentic specific veterinary statement prior to the sale. The consignor may substitute another horse upon approval of sale management. No refunds will be given for consignment fees for any reason. Consignor may act as agent of substituted horse.
10. Consignors agree and promise that their consigned entries will be reserved for the IBHA World Sale, and that in the event of prior sale of the entry, the consignor will pay the IBHA World Sale 8% of the selling price in addition to the consignment fee for return of registration certificates.
11. Consignors will be charged a commission of eight percent (8%) of the amount of the selling price of the horse or \$100.00 whichever is greater. Sale Management will deduct the commission and any vet fees incurred, such as fees for coggins or health certificate, from the proceeds of the sale when making payment. Sale Management will settle with the consignors for the sale of their entry, not earlier than 14 work days from the day of the sale unless the buyer pays for the purchase with cash, certified funds, or visa/mastercard. In such case of acceptable payment the consignor can be paid on sale day. Should a consignor sell an entry privately, prior to the sale or within 24 hours of the sale, on the sale grounds, the established commission will apply and the seller and buyer shall both contact the cashier to make proper settlement, assure clear title and correct paperwork to the buyer and have proper payment made to the seller.
12. The consignor has the right to have final bid on his/her entry or to declare "NO SALE" after the bidding is complete but prior to the horse leaving the sale arena. Once an entry leaves the sale arena with no statement of refusal of last bid or NO SALE, the entry will be considered sold by the Sale Management with no recourse from the seller. If "no sale" is declared, a fee of \$100.00 will be assessed in addition to consignment fee.
13. Should the seller reserve the right to complete the exhibition of a horse on the day after the sale, that seller is responsible for the safety and condition of a horse until the completion of the last class in which the horse is exhibited. In such instance the buyer is required to pay for the horse on the day of the sale and will assume ownership and responsibility after the horse completes the last class of exhibition. A buyer can only reject the purchase if the horse is injured prior to completion of the last class exhibited at which time the purchase price would be refunded and in such case, seller shall remain responsible for sale commissions and fees. Should the horse become injured while in possession of the seller, that seller will maintain ownership of the horse with no recourse to the buyer, the sale management or International Buckskin Horse Association, and seller will remain responsible for all selling fees.
14. Sale Management and/or IBHA reserve the right to edit, correct or add to the footnotes and also to reject any photos that are unsatisfactory for reproduction in the catalog regarding any and all entries received. The entire auction may be recorded on tape. Taped statements will be used to settle disputes.
15. By signature below, the consignor or agent does hereby agree to the conditions of this contract as stated herein.
16. All sale horses must be coggins tested negative within six (6) months of the sale date and have a current thirty (30) day health certificate on file at the sale office prior to being assigned a stall.
17. A serviceable halter and lead must be furnished by the consignor for each entry. Failure to do so will result in Sale Management purchasing a new halter and lead and deducting the cost from the proceeds of the sale to the consignor.
18. Sale horses entered in the World Show or Warm-up Circuit are to have their sale number attached to their stall by sale day and are to be tagged prior to the preview of the sale.
19. The sale and all transactions between buyer, consignor and IBHA will be governed by the Laws of the State of Tennessee.

I do hereby agree to the above terms and conditions.

\* Signed \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: BOTH SIDES OF THIS CONTRACT MUST BE SIGNED.**