

For Office Use Only:

Date Received: No. \_\_\_\_\_ Horses: \_\_\_\_\_ Fees \_\_\_\_\_ Paid: \_\_\_\_\_ To \_\_\_\_\_ Pedigree: \_\_\_\_\_ Returned: \_\_\_\_\_



Consignor's Contract

# The OKLAHOMA CITY SUMMER SALE Thoroughbred Yearlings

## August 23, 2011

To Be Held at the Oklahoma State Fairgrounds Sales Arena

Owner: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Cell \_\_\_\_\_

Property Line: (as you want the head of the catalogue page)

Property of: \_\_\_\_\_ (your name or farm name)

Consigned by: \_\_\_\_\_ Agent's Name  
(if both lines used will read "Consigned by "agent's name" for "owner's name")

**ENTRY FEE: \$600** at time of entry

\$650 after entry date (includes prepurchase 32 views digital x-ray & endoscopic exam to be scheduled with Oklahoma Equine Hospital (405) 288-6460 within 30 days prior to sale.)

**Commission:** 5% of accepted bid, with \$500 minimum

### ENTRY DEADLINE JUNE 10, 2011

Jockey Club Certificate must accompany all entries.

#### IMPORTANT NOTICES

- \* Entry fee is earned upon receipt of contract and is non-refundable.
- \* Jockey Club Registration Certificate and all other required documents must be on file on or before August 1, 2011.
- \* This contract will not be accepted without the signature of the consignor or his authorized agent.

#### REQUIRED DOCUMENTS TO BE ON FILE

- \_\_\_\_\_ REGISTRATION CERTIFICATE
- \_\_\_\_\_ COGGINS TEST (dated within 6 months of sale date)
- \_\_\_\_\_ EVA TEST (dated within 90 days)
- \_\_\_\_\_ Health Papers Dated Within 30 Days

Sale order shall be determined by the alphabet of the first dam.

Return Contract To:

**CARTER SALES COMPANY**

2652 Reece Lake Road, Washington, OK 73093

Tel. (405) 288-6460 Fax (405) 288-6865

Terri Carter, sales manager (405) 640-8567 • terri.carter@okequine.com • www.cartersalesco.com

OFFICE USE	Color	Sex	Foaling Date			Sire	Dam	Dam's Sire
			Mo.	Day	Year			
NAME						State or Foreign Country Where Foaled:		
STAKES ENGAGEMENTS (Eligibility must be maintained by consignor through date of sale)						<input type="checkbox"/> 1st Foal	Registered/Accredited State-bred	<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> 2nd Foal	Nominated to Breeders' Cup	<input type="checkbox"/> Yes <input type="checkbox"/> No

OFFICE USE	Color	Sex	Foaling Date			Sire	Dam	Dam's Sire
			Mo.	Day	Year			
NAME						State or Foreign Country Where Foaled:		
STAKES ENGAGEMENTS (Eligibility must be maintained by consignor through date of sale)						<input type="checkbox"/> 1st Foal	Registered/Accredited State-bred	<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> 2nd Foal	Nominated to Breeders' Cup	<input type="checkbox"/> Yes <input type="checkbox"/> No

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			Mo.	Day	Year			
NAME						State or Foreign Country Where Foaled:		
STAKES ENGAGEMENTS (Eligibility must be maintained by consignor through date of sale)						<input type="checkbox"/> 1st Foal	Registered/Accredited State-bred	<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> 2nd Foal	Nominated to Breeders' Cup	<input type="checkbox"/> Yes <input type="checkbox"/> No

OFFICE USE	Color	Sex	Foaling Date			Sire	Dam	Dam's Sire
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NAME						State or Foreign Country Where Foaled:		
STAKES ENGAGEMENTS (Eligibility must be maintained by consignor through date of sale)						<input type="checkbox"/> 1st Foal	Registered/Accredited State-bred	<input type="checkbox"/> Yes <input type="checkbox"/> No
						<input type="checkbox"/> 2nd Foal	Nominated to Breeders' Cup	<input type="checkbox"/> Yes <input type="checkbox"/> No

**AUTHORIZED AGENT**

(This form must be notarized)

\_\_\_\_\_ 20\_\_\_\_\_

To: **Carter Sales Company**

I have this day appointed \_\_\_\_\_  
 \_\_\_\_\_  
 Print name

\_\_\_\_\_ Address

to act for me in the 2011 OKLAHOMA CITY AUGUST YEARLING SALE. Said appointee, as my duly appointed and authorized agent, shall have full power and authority to act for me in any and all matters I connection with or arising our of the sale of horses at the aforementioned sale. Said agent is further authorized to executed any and all documents in connection with the sale and to receive any and all funds and to do all things incidental to and in furtherance of the sale of horses. I authorize the payment of all proceeds of sale to my agent. This agency is revocable only in writing, prior to date of sale.

Subscribed and sworn to before me this  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print name  
 \_\_\_\_\_

\_\_\_\_\_  
 Notary public  
 \_\_\_\_\_  
 County

\_\_\_\_\_  
 Address  
 \_\_\_\_\_

**CONSIGNOR'S CONTRACT: READ BEFORE SIGNING**

- In consideration of the covenants, warranties and undertakings of Carter Sales Company, Inc., (Herein, "CSC"), and the undersigned (herein, "I", "ME", "MY", or "CONSIGNOR") The parties agree that the horses listed upon this entry application are submitted for inclusion in the sale listed on the face of this contract as follows
- I hereby warrant title to each horse entered by me, and agree to defend said title against all adverse claims, I appoint CSC as my agent in the named Sale at public auction of the named horses with full authority to transfer title thereto and to receive the proceeds of such sale for my account. I covenant and agree to indemnify and hold harmless CSC from any and all costs, liabilities and sundry expenses (including attorney's fee) incurred for any reason, including but not limited to any action arising out of any question of title to any or all of the named horses, or any disputes concerning identity, engagements or warranties of any or all of the named horses, any attachments or claims against the net proceeds from the sale thereof, whether initiated by the Consignor or a third party. I hereby represent and aver under penalty of perjury that no horse entered by me is subject to any lien of any nature whatsoever and I make such representation and averment with full knowledge that the auctioneer has relied upon such representation and averment in accepting for sale the horses herein consigned by me. I agree also that I am the sole and absolute guarantor of the correct identity of any and all horses sold by me in this sale, and that all title to, interest in and possession of the named horses shall remain with me until title passes to the buyer or buyers at time of sale.
  - I agree to hold CSC harmless of any damage to me in the event that unusual or unforeseen circumstances result in the change of location, change of time or date, cancellation, or similar modification of the named Sale or failure to catalogue or catalogue correctly any horse consigned. I agree to abide by all established customs and practices of sales conducted by CSC.
  - AS MATERIAL INDUCEMENT TO CSC TO ALLOW ME, MY HORSES, MY EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS AND OTHERS ON CSC' PREMISES, I HEREBY WARRANT AND REPRESENT ON BEHALF OF MYSELF AND ALL OTHERS, THAT I HAVE ADEQUATE INSURANCE TO PROTECT ME AND CSC FROM ANY AND ALL CLAIMS AND LIABILITY UNDER WORKMEN'S COMPENSATION ACTS, AND CLAIMS FOR INJURY OR DAMAGE TO PERSON OR PROPERTY COVERING ALL ACTIONS AND OPERATIONS, INDEPENDENT CONTRACTORS, CONTRACTUAL LIABILITY CLAIMS AND ANY OTHER LIABILITY OF EVERY KIND AND NATURE UNDER A COMPREHENSIVE GENERAL LIABILITY POLICY OF INSURANCE. IN CONSIDERATION OF THE ACCEPTANCE OF MY ENTRY FEE, I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CSC FROM ANY AND ALL DAMAGES, CLAIMS, DEMANDS, OR SUITS ARISING OUT OF OR RESULTING FROM ANY ACTIVITIES OF ANY KIND OR NATURE ON THE PREMISES OR OCCURRING IN CONNECTION THEREWITH, EVEN THOUGH CSC MAY BE GUILTY OF ANY NEGLIGENCE WHATSOEVER, ACTIVE OR PASSIVE, IN THE CIRCUMSTANCES, EXCEPT THAT I SHALL NOT SO INDEMNIFY CSC WHERE THE INCIDENT GIVING RISE TO THE CLAIM FOR INDEMNITY RESULTS FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF CSC. I SHALL ALSO DEFEND ALL SUITS BROUGHT AGAINST CSC ON ACCOUNT OF ANY INCIDENT GIVING RISE TO A CLAIM FOR INDEMNITY AND I SHALL REIMBURSE CSC FOR ANY AND ALL EXPENSES OF DEFENDING SAID SUITS OR CLAIMS, INCLUDING REASONABLE ATTORNEY FEES.
  - I agree to pay CSC the entry fee stated herein for each horse entered by me in this Sale, which payment shall accompany this contract. In each and every case this entry fee is earned at the time of entry and is non-refundable. I further agree that CSC shall deduct from my account and retain a sales commission of the greater of (1) 5% of the last bid on each horse sold or bid in for the Owner's account, or (2) the minimum commission of \$500 specified in this contract. In the event of any deficit in my account, I shall immediately pay to CSC the balance due. I further agree that this commission shall be considered earned at the fall of the hammer and is payable even in the event the horse is returned to me as unsold pursuant to the conditions of sale or receives no bid . Any unpaid balance shall be subject to a finance charge of two percent (2%) per month from date of billing until paid.
  - I hereby authorize CSC to extend credit to any purchaser of any horse entered by me, except that I reserve the right to revoke this authorization within thirty minutes of sale of such horse. I AGREE THAT SHOULD ANY PURCHASER FAIL TO PAY FOR ANY HORSE SOLD BY ME AS PROVIDED IN THE FIFTH CONDITION OF SALE OR REFUSE TO PAY FOR SUCH HORSE BECAUSE OF CLAIM OF MISREPRESENTATION OR DEFECT OF SUCH HORSE, WHETHER OR NOT SUCH CLAIM IS VALID OR MADE IN A TIMELY MANNER, CSC MAY WITHHOLD PAYMENT OF NET PROCEEDS OF SALE OF SUCH HORSE UNTIL SUCH CLAIM HAS BEEN RESOLVED AND THE PROCEEDS OF SALE HAVE BEEN RECEIVED BY CSC. CSC MAY IN ITS SOLE AND EXCLUSIVE DISCRETION, ELECT TO MAKE FULL OR PARTIAL SETTLEMENT WITH CONSIGNOR DESPITE A DEFAULT BY PURCHASER, SUCH ELECTIONS BY CSC SHALL NOT CONSTITUTE A WAIVER, NOR ESTABLISH A CUSTOM AND SHALL NOT ABROGATE CSC' RIGHT TO WITHHOLD SETTLEMENT FROM CONSIGNOR IN ANY CASE WHERE THE PURCHASER HAS DEFAULTED. I agree that payment to me of net proceeds of sale of any horse or horses sold by me in this sale be made by CSC no less than thirty days from date of sale. I further agree that CSC shall withhold payment for any horse until the Jockey Club Certificate is delivered to CSC and further until the Stallion Service Certificate for in-foal broodmares is delivered. I agree that in the event the successful bidder for any horse or horses entered by me in the named Sale fails to present himself to arrange for settlement as provided for in Condition Fifth of the Conditions of sale, or should such bidder upon presenting himself be determined to be financially irresponsible by CSC, such horse may be immediately put up for resale for my account and CSC shall not be liable for any deficit should the final bid or resale be less than that on the initial sale. I further agree that should conditions make immediate resale as herein provided impossible, such horse or horses may be returned to me as unsold.
  - I agree that I can withdraw any consigned horse if it is unfit for sale due to material veterinary reasons acceptable to auctioneer upon presentation of a notarized veterinary certificate stating the specific condition of the horse which necessitates withdrawal. If I sell any consigned horse prior to the auction or withdraw of fail to present any horse for sale at the auction for reasons other than is authorized above, I agree to pay auctioneer as liquidated damages five percent 5% of auctioneers' appraised sale value or \$1,000.00, whichever is greater.
  - I agree that CSC shall have the sole power: 1) to reject any entry at any time upon tender of return of entry fee, 2) to determine the order of sale of all entries, 3) to assign or change stabling facilities as it deems necessary, and 4) to make or not to make any special announcements at time of sale concerning any horses entered.
  - I agree to deliver to CSC at least 10 (ten) days prior to the start of the first sales session, the Jockey Club Certificate of Registration and every other required certificate or document for each horse entered by me in the named sale. I FURTHER AGREE THAT CSC IN ITS SOLE DISCRETION SHALL HAVE THE RIGHT TO REFUSE TO SELL ANY HORSE FOR WHICH REQUIRED DOCUMENTS ARE NOT RECEIVED BY SUCH DATE OR ASSESS A LATE FEE OF \$100.00 (ONE HUNDRED DOLLARS). Further, I irrevocably appoint CSC as my Attorney In Fact for purposes of doing any and all acts necessary to obtain and collect from any race track management, The Jockey Club or the Custodian, the Jockey Club Certificate of Registration or any other required documents for each horse entered by me in the named sale. I further agree that, in the event any horse entered by me is unsold at the conclusion of the named Sale, CSC shall have the right to hold the Jockey Club Certificate of such horse or horses pending settlement of all charges payable by me to CSC.
  - I agree to deliver to CSC, for each horse entered by me, a certificate from an approved laboratory based upon the most recent Coggins Test for Equine Infectious Anemia (EIA) administered to such horse within six (6) months of date of sale, indicating a negative result of such test., furthermore, a negative EVA test dated within 90 day of sale date.
  - I REPRESENT AND WARRANT THAT I, MY AGENTS, MY EMPLOYEES, INDEPENDENT CONTRACTORS OR OTHER PERSONS OR ENTITIES THAT I MAY HIRE OR EMPLOY ARE NOT EMPLOYEES OF CSC; THAT I HAVE READ THE FOREGOING TERMS AND THE CONDITIONS OF SALE AND AGREE TO ABIDE BY THEM AND HAVE SIGNED THIS CONTRACT WITH FULL AND COMPLETE UNDERSTANDING THEREOF.

DATE : \_\_\_\_\_

\_\_\_\_\_  
CSC

SIGNED: \_\_\_\_\_

\_\_\_\_\_  
(PRINT NAME)

Owner \_\_\_\_\_ Authorized Agent \_\_\_\_\_



**2652 Reece Lake Road  
Washington, Oklahoma 73093**

**Don't Miss  
2011's Best Yearling Sale  
Entries Due June 10**

**Carter Sales Company's  
New Mixed Sale in Tulsa  
December 3, 2011!**