

**1st Annual
SELECT PERFORMANCE QUARTER HORSE SALE**
Hosted by **Prairieland Quarter Horse Breeders Group**

Consignor's Contract

Prairieland Quarter Horse Breeders Group is listed as **PQBG** in this contract. I request consignment of the horse(s) listed herein and by so doing agree to be bound by the rules and conditions of the Prairieland Quarter Horse Breeders Group Horse Sale. As Seller I understand and agree:

1. To indemnify, defend and hold PQBG, its directors, employees, officers, agents and representatives harmless from all loss, damage, expense, costs, fines, penalties, actions (including attorneys fees) and claims for injury to persons (including injury resulting in death) and damage to property (including property of PQBG and its customers) arising out of or in any way connected with the sale (including any liens, attachments or claims against net proceeds) transfer of ownership, loading, handling, transportation or unloading of consignors animals.
2. That all title, interest and responsibility of each consignment shall remain with me until the fall of the gavel or other such customary manner of announcement of the completion of the sale. I warrant title to each horse free from all adverse claims to ownership, use or possession and agree to defend title against all claims.
3. To be bound by this '*consignor's contract*' which I have read and further agree to hold PQBG harmless from any damage to me or my property in the event that unusual, unforeseen circumstances result in the change of location, change in time or date, cancellation or similar modification of this named sale.
4. That PQBG shall deduct from my account and retain sales commission of **5% of the last bid of my consignment, plus \$15 AQHA transfer fee(s) and a \$1.65 Brand Inspection fee(s) per horse.** Any consigned horses(s) accepted by PQBG for the 2010 Sale **must** go through the sale ring and **sell to the last highest bidder**, unless screened out by PQBG Sale Committee due to injury or sickness.
5. A "minimum bid" policy that will be posted in the catalogue.

Yearlings	\$500
2 Year Olds	\$1000
3 Years and up	\$1800

IF a horse **DOES NOT** reach minimum bid, owner may pass and pay regular commission charges. **IF** bids **DO** reach minimum and owner still wishes to pass then he must pay regular commission charges, PLUS an additional **\$500** commission charges. Passed horses would be allowed in a future PQBG Sale.

Until a horse sells at a PQBG Sale, changes ownership and is transferred to a new owner, it is **not eligible** to compete in a PQBG futurity. **No Exceptions!**

6. That PQBG shall have the power to:
 - a) Reject an entry at any time, due to illness or unsoundness.
 - b) Determine sale order of all entries.
 - c) Assign or change stabling facilities as they deem necessary.
 - d) Make any special announcements at time of sale concerning an animal entered which, in the opinion of PQBG are deemed appropriate. *Any horse consignment not selected will have their entire consignment fee returned.
7. By **January 10, 2010** I agree to deliver to PQBG for consignment and cataloging of **each horse** the following:
 - a) **A \$200 consignment fee for each horse.** Consignment/catalog fees are non-refundable after January 10, 2010 – no exceptions.
 - b) **PQBG membership fee of \$50 annually.**
 - c) **AQHA original certificate of registration.** Please keep in mind that no consignment will be catalogued until submission of **original registration papers**. Yearlings born after **July 15, 2009 will not be accepted in the 2010 sale.**
 - d) **Signed original AQHA transfer**
 - e) **Signed breeder's certificate(s) for each broodmare from the 2009 breeding season.**
 - f) **Four recent original clear photos or email digital photos by January 10, 2010.**
 - g) **Signed Sale contract, consignment application and pedigree forms.**
8. I agree to deliver to the management before the sale on Saturday by **April 24, 2010**, , **the following for each consigned horse:**

- **Completed Manifest** – for all Canadian horses. Horses will be brand inspected upon arrival at the sale (Please make a photo copy of the manifest for each horse).
- **Current Brand Inspection, Negative Coggins, Federal U.S. Health Papers** – for all USA horses. Horses will be brand inspected upon arrival at the sale.
- **Signed Current Health Report** within last 20 days, each horse must be on a separate sheet – sheets will be provided to be filled out with deworming schedule, vaccinations, etc.
- **Positive Preg Test** – for all broodmares.

9. I further agree that there will be no substitution of Sale horses without Show Committee approval and that all catalog fees are non-refundable once catalogue has been submitted to the printer. Additionally, once a horse is catalogued and I do not deliver or transfer said consignment for the sale that I will pay a fee of \$100 for the return of its registration papers. I understand that no horses will be allowed in or near the Prairieland Ag Centre that are not consigned to the Sale.
10. I further agree that PQBG without duty or investigation, may accept Visa/Mastercard credit cards, personal cheques or cash in Canadian funds from any bidder for payment of consignments and upon receipt of said monies may release the horse(s) to said bidder. I further agree PQBG does not guarantee payment of said cheques and has no legal obligation to collect said cheques other than presenting said cheques for payment and the retention of registration papers pending payment. I acknowledge that payment of net proceeds will be made out to horse owners when all bidder cheques clear the bank pursuant to normal banking procedures. I understand that all bidder payments for said consignments will be deposited in the Prairieland Quarter Horse Breeders Group custodial account, held in trust until all bidders credit cards or cheques have cleared.
11. I understand that it is the responsibility of the consignor to give each horse consigned a **new halter & lead rope** or one will be supplied at a **\$25 charge** to the consignor.
12. I understand that all catalogued horses sell with **any or all guarantees** strictly between the buyer and seller and that all horses will be sold in accordance with the auction laws of the Province of Saskatchewan. The right to bid is reserved for all consignors in this sale unless otherwise announced at time of the sale.
13. I further agree to care for, feed and tend to my consignment for the time it arrives at the sale grounds until it is sold. I further agree to be responsible for the leading and showing of my consignment during the sale.
14. "I hereby acknowledge by my signature on this consignment form that I am fully aware of the laws of the Province of Saskatchewan as they pertain to the drugging of horses." It is agreed that the court of jurisdiction in any legal matter will reside with the Provincial Court, Province of Saskatchewan in Canada.
15. I further acknowledge by my signature, that I have read all the foregoing terms and conditions of this sale, have signed this contract with full and complete understanding thereof, and agree to be bound by said terms and conditions. All information provided by me on this contract is true and accurate to the best of my knowledge and belief. Please keep a copy of this contract.

Name of Consignor _____ GST# _____
 Address _____ City _____ Prov/State _____
 Postal Code/Zip _____ Email _____ Phone _____
 Cell _____ Fax _____ Website _____ Date _____

Make cheques payable to: Saskatoon Prairieland Park - Box 6010, Saskatoon SK S7K 4E4
 Tel: (306) 931-7149 Fax: (306) 931-7886

Cheque enclosed OR CC #: _____ expiry date _____

_____ horses consigned @ \$200 ea. _____
 _____ PQBG membership fee @ \$50 _____ 50.00
 _____ Stallions for Stallion Avenue @ \$100 ea. _____
 GST# 121676126 @ 5% _____
 TOTAL: _____

For Office Use Only: Amt. Received: _____ Receipt #: _____
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