

CONSIGNMENT FORM
MUNSELL'S SELECT SHOW HORSE SALE

December 29, 2007 11:00 A.M.
All New Equestrian Center, Oklahoma City Fairgrounds

Horse's Name: _____ APHA/AQHA Reg. No: _____

Foaling Date: _____ Color: _____

Sex: Stallion Gelding Mare (please complete broodmare section below)

Sire: _____ Reg. No: _____

Sire is registered with: APHA AQHA Jockey Club

Dam: _____ Reg. No: _____

Dam is registered with: APHA AQHA Jockey Club

Entry is nominated to APHA Breeder's Trust: No Yes

Entry is nominated to APHA Gelding Plus: No Yes

Entry is registered with any other registry in addition to APHA: No Yes

If yes, please list registries: _____

Other eligibilities/incentives/footnotes: _____

Broodmare Information

Mare will sell open Mare will sell in foal

Bred to: _____ Reg. No. _____

Sire is registered with: APHA AQHA TB Last Breeding Date: _____

Consigner Information

Name for Catalog: _____ AQHA/APHA ID No.: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ Email: _____

I have read and agree to the conditions of entry in the sale contract

Signed: _____ Date: _____

Munsell's Paint and Quarter Horses, 11610 N. Fort Reno Road, Calumet, OK 73014

Home: 405-893-2426; Cell: 405-574-6101; Fax: 405-893-2426;

Email: munsellhorses@aol.com Website: <http://www.munsellhorses.com>

MUNSELL'S SELECT SHOW HORSE SALE

1. 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 Munsell's Select Show Horse Sale (hereinafter referred to as M.S.S.H.S.) and also unto any subsequent purchasers that I do have absolute and complete title 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.
2. I do hereby release and indemnify M.S.S.H.S., sale managers, auctioneers, employees and representatives thereof, from any and all responsibilities, liabilities, obligations, claims, lawsuits, or legal proceedings arising from the sale of this consignment.
3. I agree to pay M.S.S.H.S. a consignment fee of \$200.00 for each horse accepted for the sale further I agree to pay a sale commission of 8% of the final bid or selling price for any horse sold through the sale ring or on the sale grounds. If a horse is not sold at the auction, I agree to pay a no sale fee equal to 5% of the final bid. I agree that M.S.S.H.S. shall deduct and retain its sale commission and balance of the consignment fee, if any, from my account before making any distribution of proceeds to me. In the event that there is a deficit in my account, I agree to pay the balance due immediately.
4. The horse will be sold to the highest bidder. I agree if I do not want to sell this horse for the bid price or I want to (buy back or repurchase) the horse, then I, or my representative, must make the last bid and sign the acknowledgement of purchase. A no-sale commission of 5% of the final bid will apply to repurchases.
5. The \$200.00 consignment fee is non-refundable once the horse is accepted for the sale.
6. All registration certificates, transfers, transfer fees, stallion service certificates, and consignment fees must accompany this consignment form and all must be signed the owner or legal agent thereof. Registration must be complete on all horses. I warrant that any registration certificates, transfers or breeding reports are correct and free of any question or action by the applicable breed registered. I agree that M.S.S.H.S. may withhold any monies due me until all registration certificates, transfers, breeder's certificates and other required documents are delivered. All AQHA and APHA transfer fees will be paid by the current owner. The seller is to furnish a separate check or money order for each transfer sent with registration certificate.
7. In the event that the purchaser fails to sign the buyer's agreement or pay for and receive a horse struck down to him, M.S.S.H.S. shall not be held liable for such sale, but shall have the right to accept the same amount from another person, except the next highest bid, put the horse up for sale a second time or retain it for the seller as unsold. M.S.S.H.S. shall not be held liable for any deficit in the resell price. In the case where the horse is not paid fully in cash or check or should conditions make resell impossible, the seller agrees to receive the horse back as unsold without attaching any liability to M.S.S.H.S. 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 or draft, a check has been returned for insufficient funds, closed account, any sort of check fraud or the like.
8. I agree that M.S.S.H.S. shall not be required to remit to me the net proceeds of the sale of any horse which is the subject of any 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. The responsibility to resolve such a claim lies between the seller and the buyer.

9. I agree to notify M.S.S.H.S. in writing, of any irregularities, blemishes, unsoundnesses, or defects of any kind prior to the sale and hereby authorize M.S.S.H.S., the auctioneer or announcer to print in the catalog or announce such irregularities, blemishes, unsoundnesses, or defects before the horse is sold. I agree to accept the return of the horse as unsold if it is determined to be unsound for the advertised purpose by a qualified veterinarian within 12 hours of the sale and/or before the horse leaves the sale grounds. The following conditions must be disclosed in the sale catalog or by announcement before the horse is sold. Cribbers, weavers, unsound of eyes or wind, crypt-orchid, monorchid, parrot mouth, major surgery or serious illnesses, etc. A horse sold with one or more of these conditions, that was not disclosed at the time of sale can be rejected by the buyer and returned at the seller's expense prior to leaving the fairgrounds.
10. HYPP Statement: M.S.S.H.S. and associates does not guarantee the authenticity or validity of any HYPP certificate or statement by the consigner.
11. All broodmares must be accompanied by a certificate of a veterinarian's examination within 10 days prior to the date of the sale for pregnancy status or breeding condition. All sellers selling mares with a live foal guarantee or privileges must furnish the sale's management with written acknowledgement of this agreement signed by the stallion owner or agent that such privileges will be honored. If the breeder's certificate is withheld by the stallion owner until the foal is born, seller must furnish a letter signed by the stallion owner or authorized agent.
12. I understand and agree that M.S.S.H.S. does not assume any liability for injury or unforeseen illness to any horse listed and consigned for sale.
13. I agree M.S.S.H.S. reserves the right (1) to reject any consignment (2) assign stalling as it sees fit (3) determine the order of sale (4) refuse the right to sell any horse found to be in unsatisfactory condition or unsound (5) to edit, correct, or add to the footnotes that I have furnished regarding to this consignment (6) to change time, or place, or date of this sale should any unforeseen circumstances necessitate such a change.
14. Each horse must have a original negative Coggins dated within 6 months of the sale date and a interstate health certificate dated within 30 days of the sale date.
15. The conditions of sale as listed in the catalog are hereby incorporated by reference and made a part hereof as though set forth herein.
16. The sales management or any of its employees or representatives shall not be held responsible for any accident that may occur to horses, or equipment, or loss by fire, theft, or injury, or death to any human or horse in any way or manner.
17. The laws of the state of Oklahoma will govern this contract and all disputes will be settled in El Reno, Oklahoma, Canadian County.

I have read the above conditions and accept them. Furthermore, I agree to abide by all other established conditions of sale.

Please sign at bottom of consignment form and retain a copy for your records.

Signature: _____ Date: _____