

**SOUTHEASTERN ARENA, LLC SELECT BARREL HORSE SALE**

**CONSIGNOR'S CONTRACT**

**THURSDAY – NOVEMBER 1, 2012**

1. By entering an animal or animals in any sale conducted by SOUTHEASTERN ARENA, LLC the CONSIGNOR or his/her agent signing this Entry Blank, does thereby agree to the following terms and conditions.
2. An entry fee of \$250.00 per animal will be charged. Entry fee will be forfeited on each animal cataloged and/or advertised and not offered for sale. In addition, Commission will be 7% on all sales and the no-sale fee will be 5% of the last bid. In addition to the entry fee, there will be a \$100.00 fee charged for all horses withdrawn from the sale after the catalog is posted.
3. The animals consigned to this sale are entirely at the risk of the Consignor until sold and fully paid for. The Consignor guarantees the title of the property to the buyer and hereby represents that there are no claims against, no lien upon, nor ownership, in whole or part, of any animal entered by him that can in any way interfere with its rightful sale and delivery or that can hereafter deprive the purchaser of full, complete and peaceful ownership and that all defects and unsoundness of any nature known to the Consignor will be stated and that no animal suffering from a contagious disease will be sent by him to this sale.
4. On the day of the sale, if the Consignor sells the animal prior to the sale or following the sale, the Consignor and purchaser both shall inform the cashier to assure clear title to the purchaser and assure proper payment to the Consignor. In no case shall purchase money, in whole or part, be paid by buyer to consignor, as such would not be regarded as valid nor entitle either to the protection of Southeastern Arena, LLC.
5. The sale management reserves the right to reject the sale of any consignment if it considers the animal unfit for sale for any reason. In the event the animal is rejected, the Consignor will forfeit the consignment fee.
6. Each and every animal consigned to the sale must have a negative "Coggins Test" within 1 year of the sale date and the Consignor agrees to provide the sale management with the official laboratory certificate on sale day along with a 30 day health certificate. **ABSOLUTELY NO PHOTOCOPIES ALLOWED.**
7. The Registration Certificate of each animal listed as registered must be furnished with a clear title of ownership by the Consignor. If for any reason the Registration Certificate cannot be furnished, it is the responsibility of the Consignor to have this information announced by the Auctioneer. Southeastern Arena, LLC will withhold settlement to Consignor for all sales when animal is sold as registered until delivery of Registration Certificate and Transfer in proper order, and/or proper papers are in order. Consignors are responsible for all transfer fees. No horses will be accepted on application and breeder's certificate except when sold with dam. All broodmares selling (bred, exposed or in foal) must have a properly signed and dated breeder's certificate.
8. The Consignor agrees that he/she will be present in person or have a duly authorized representative present to make true representations respecting each animal; that he/she will

defend any suit at law brought about by a purchaser vs. Southeastern Arena, LLC on account of sale of his/her animal or animals. Those in disputed cases involving the soundness of an animal or statement by the Consignor, Southeastern Arena, LLC will have the sole right to appoint an expert who shall decide the point at issue. The decision of the expert, and no other, shall be binding on both seller and buyer, and if the Consignor is decided in the wrong, he/she agrees to pay the examination fee and that in case the animal is refused by a bidder on account of misrepresentation of the Consignor, and the refusal is sustained by the referee, he/she will pay full commission.

9. Southeastern Arena, LLC is authorized to decline any bid by intoxicated or disorderly parties, or by those who have defaulted on former purchases, or by any person who, in its judgment, is not a reliable or responsible party. In any case any purchaser fails to pay for and receive an animal struck down to him/her, Southeastern Arena, LLC is authorized to accept the same amount from another person or to accept the next highest bid or it may, if in its judgment, it be to the best interest of all concerned, put the animal up for sale the second time.
10. Southeastern Arena, LLC will settle with a Consignor for property sold no sooner than the 14<sup>th</sup> day (exclusive of Sunday) after the last day of the sale, as it requires that time to make up accounts and straighten up settlements with purchases and the like following the sale of animals.
11. The laws of the State of Georgia will govern this contract.

I enter the animal described on the reverse side hereof for sale at auction to be held at Southeastern Arena, LLC, 2410 Arena Road, Unadilla, Georgia 31091 and subject to the conditions herein, which I acknowledge to have carefully read and examined, and in which I fully accept and agree to be the contract between us.

Signature \_\_\_\_\_

Name (please print) \_\_\_\_\_

Address \_\_\_\_\_

City, State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_