



## 2012 National Stock Horse Association Futurity Sale Entry Form

**Saturday, August 18, 2012**

**Sale Day:** SATURDAY, August 18, 2012 at 1:00 p.m.

**Sale Location:** Paso Robles Events Center, Paso Robles, CA

**Selling:** Performance Horses, Yearlings, Broodmares, Ranch Horses

**Entry Deadline:** MUST Be Postmarked by MONDAY, July 2nd, 2012

**Consignment Fee:** \$450 (includes stall fee)

**Commission:** 10% of Selling Price

**Buy Back:** No Buy Back Fee

Horses Name: \_\_\_\_\_

Name of Consigner: \_\_\_\_\_ Agent  Owner

Complete Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

Website: \_\_\_\_\_ E-mail: \_\_\_\_\_

Stall with Me: \_\_\_\_\_ Extra Tack Stall: YES  NO

Complete CURRENT OWNER section ONLY if CURRENT OWNER is different from Consignor.

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

Complete Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

Website: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Checks are made payable to the CURRENT OWNER unless authorized by CURRENT OWNER in writing to do otherwise.**

Horse's Name: \_\_\_\_\_ Sex: \_\_\_\_\_

Breed: \_\_\_\_\_ Reg. #: \_\_\_\_\_

Foaling Date: mo \_\_\_\_\_/date \_\_\_\_\_/yr \_\_\_\_\_ Color: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Sire Reg. #: \_\_\_\_\_ Dam Reg. #: \_\_\_\_\_

**If prospect, please complete the following:**

Training: \_\_\_\_\_ (days/months) Trainer: \_\_\_\_\_

**Check here if:**

NRCHA Stakes eligible:  NRBC enrolled:  NRHA enrolled:  in AQHA Incentive Fund:

Other Programs Nominated to: \_\_\_\_\_

**If broodmare, please complete the following:**

Currently in foal to: \_\_\_\_\_ Stallion Reg. #: \_\_\_\_\_

Last Breed Date: \_\_\_\_\_ Date Checked In Foal: \_\_\_\_\_

Foal in utero eligible for: \_\_\_\_\_

**Disclosures:**

Is this horse or has this horse ever been:

Cribber: Yes  No  Foundered: Yes  No

Weaver: Yes  No  Parrot Mouth: Yes  No

Nerved: Yes  No

If a stallion or stallion prospect, are both testicles descended into the scrotum and visible? Yes  No

Has this horse ever had major surgery or serious illness? Yes  No

If yes, explain: \_\_\_\_\_

Does this horse have a lameness or history of lameness? Yes  No

If yes, explain: \_\_\_\_\_

Note other defect, abnormalities or blemishes: \_\_\_\_\_

**Catalog Notes** – There will be black type pedigree research. However, any notable information or positive attributes about your horse that you want included in your catalog listing, must be provided with this entry form. Use a separate sheet if necessary. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NSHA Snaffle Bit Futurity Select Sale Terms & Conditions:**

1. Duarte Sales and National Stock Horse Association (NSHA) shall hereinafter be referred to as "Sale Management."
2. **Title & Truth:** 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 Duarte Sales, NSHA and also unto any subsequent purchasers that I do have absolute and complete title to the consignment 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.
3. **Indemnity:** I do hereby release and indemnify Duarte Sales, Sale Managers, Auctioneers, employees and representatives thereof, NSHA and Tulare Agri Center from any and all responsibilities, liabilities, obligations, claims, law suits, or legal proceedings arising from the sale of this consignment. If legal action is initiated, by any party, for any horse entered in this auction, the Seller and Buyer, jointly and severally, agree to indemnify Duarte Sales and NSHA from such suit, including legal fees and all related costs incurred by Duarte Sales or NSHA.
4. **Consignment Fee & Commission:** I agree to pay NSHA a **consignment fee of \$450** for each horse accepted for this sale. Further, I agree to pay NSHA a sale commission of 10% (ten percent) of the final bid or selling price for any horse sold through the sale ring or on the sale grounds. The **\$450** consignment fee is considered to be earned once the horse has been accepted for the sale and is non-refundable. This consignment contract is not assignable. I agree that Sale Management shall deduct and retain its sale commission and balance of consignment fee, if any, from my account before distributing proceeds to me. In the event there is a deficit in my account, I agree to pay NSHA the balance due within 10 (ten) days of receipt of the invoice. Interest of 1.5 % per month will be charged on any unpaid balance. The person that is named as the Consignor (which can be the Agent) is responsible for the payment of fees.
5. **Buy Back:** This sale is with reserve. Seller has the option to state a reserve bid on their horse. Forms will be available in the sale office and **MUST** be filled out prior to the sale. **No pass outs in the sale ring are allowed.** There is not a buy back fee. I agree that NSHA may publish the name of the final bidder.
6. **Withdrawal:** I agree that I will not withdraw any horse consigned, unless the withdrawal is accompanied by a veterinarian's certificate acceptable to Sale Management, in which case withdrawal shall be permitted at no additional charge, other than forfeiture of the \$450 consignment fee. The veterinarian's statement should be specific as to the nature of the horse's problem. Should such a withdrawal occur without an approved veterinarian's certificate, I agree to pay NSHA \$500 as withdrawal penalty in addition to the consignment fee.
7. **Registration Papers, etc.:** All registration certificates, transfers, transfer fees and stallion service certificates must accompany this consignment form and all must be signed by the owner or legal agent thereof. Registration must be complete on all horses. I warrant that any registration certificates, registration applications for foals at mare's side, transfers or breeding reports are correct and free of any question or action by the applicable breed registry. I agree that Sale Management may withhold any monies due me until all registration certificates, transfers, breeder's certificates and other required documents are delivered to Duarte Sales. All back transfer fees will be paid by the current owner. All transfers will be filled out in their entirety according to the rules and regulations of AQHA and/or APHA.
8. **Obligation to Pay Proceeds:** In the event a purchaser fails to sign the Acknowledgement of Purchase or pay for and receive a horse struck down to them as sold, or if the sale of any horse is not consummated by reason of default of the buyer or otherwise, Duarte Sales and NSHA shall not be held liable for said sale. Sale Management shall have the right to accept the same amount from another person, accept the next highest bid, put the horse up for sale a second time or retain it for the Seller as unsold. Duarte Sales and NSHA shall not be held liable for any deficit in the resale price. 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, a check has been returned for insufficient funds, closed account, any sort of check fraud or the like. I understand that Duarte Sales and NSHA do not guarantee the validity, enforceability, payment or collection of any instrument received in payment of the purchase price of any animal. The sole obligation of Sale Management shall be to assist me in the collection of the purchase price of the horse, recovery of the horse or re-sale of the horse at the sale or by private sale.
9. **Payment for Horses:** Sale Management AGREES TO MAIL CHECKS TO CURRENT OWNERS FOR THEIR CONSIGNMENTS NOT EARLIER THAN TEN (10) BANKING DAYS NOR LATER THAN TWENTY-ONE (21) BANKING DAYS FROM THE LAST DATE OF THE SALES providing all necessary registration certificates, transfers, breeders certificates, health papers, and other required documents are in order and the purchaser has not stopped payment on their

check or otherwise failed to pay for the horse for any other reason or in the event of a 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. I agree that Sale Management shall not be required to remit to me the net proceeds of the sale of any horse which is the subject of a 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 by Sale Management or NSHA. The responsibility to resolve such a claim lies between the Seller and the Buyer. Notwithstanding any other provision hereof, should a dispute arise between the Seller and the Buyer, Sale Management and NSHA may retain the fees and costs and may escrow, or interplead into Court the balance, of any proceeds of sale in its possession, as well as any titles or papers, pending a resolution of the dispute. Any and all legal fees and costs incurred by Duarte Sales or NSHA, may be deducted from the net proceeds of sale still in their possession. Otherwise, the Seller and Buyer shall be jointly and severally liable for the same upon demand.

10. **Representation of Horse:** I agree that I am responsible for the correct representation of this horse in the owner's statement in the catalog, additional announcements at the sale and in conversation with potential or eventual buyers. Representations may include, but are not limited to training, disposition, soundness for the advertised purpose, vices, etc. I agree that I have a continuing duty to respond to the buyer, after the sale, in the event of a dispute over my representation of this horse until any dispute is resolved. I understand that I may be subject to Condition 11 if the buyer makes a dispute or claim as stated in that Condition.

11. **Disclosures: I agree to notify Sale Management in writing, of any irregularities, blemishes, unsoundness or defects of any kind, prior to the sale** and hereby authorize Duarte Sales, the Auctioneer or Announcer to print in the catalog or announce such irregularities, blemishes, unsoundness or defects before the horse is sold. A veterinarian's statement explaining the defect should accompany notification to Duarte Sales. The following conditions **MUST BE DISCLOSED** in the sale catalog or by announcement before the horse is sold: cribbers, weavers, horses unsound of eyes or wind, crypt-orchid, monorchid, parrot mouth or monkey mouth condition, has had major surgery or a serious illness, and horses that have been foundered prior to this sale, nerved or have a lameness due to navicular disorder, osteoarthritis of a joint or other bone abnormality, or a neurological disorder.

12. **Radiographs:** Radiographs should be turned into the Sale Office prior to the Sale. Radiographs will be maintained by Sale Veterinarian for viewing at buyer's expense. Sale Management does not view or announce the results of radiographs. Submitted radiographs become the property of NSHA and will not be available for viewing after the horse is sold.

13. **Lameness Warranty:** If buyer finds a horse to be significantly lame (1 out of 5 or greater by AAEP Standards) within 24 hours of the start of the Sale session in which the horse sells and prior to the horse leaving the Paso Robles Livestock Event Center, the buyer must notify Sale Management by a statement from the Sale Veterinarian. Broodmares and horses represented only as breeding stock are exempt from the Lameness Warranty. The Sale Veterinarian shall state in detail the results of the examination. Examination and related expenses shall be at the expense of the buyer. Sale Management shall review the statement to determine if the condition existed prior to the Sale. The decision to allow or disallow the rejection of the horse by the buyer will be consistent with the opinion of the Sale Veterinarian and the decision of Sale Committee shall be final in all respects.

14. **Drugs and Medication:** I warrant that this horse has not been given drugs to alter soundness or temperament. I agree that I must disclose if any drug or medication is being administered to this horse for the maintenance of any condition.

15. **Return of Horse:** In the event a horse is returned to the consignor because of breach of the Consignment Contract or Conditions of Sale, as stated in the Sale catalog, the consignor agrees to pay all reasonable costs involved with the sale and return of the horse, including transportation, board and appropriate sale fees.

16. **Liability:** I understand and agree that Duarte Sales and NSHA do not assume any liability for injury or unforeseen illness to any horse listed and consigned to it for sale. In the event of injury or illness, and I cannot be notified, where Sale Management deems a veterinarian should be called to care for or treat any of the horses, I agree to pay for said care and for any unusual or unforeseen expenditures in connection with said care and treatment. I further agree to indemnify and hold harmless Duarte Sales and NSHA from any and all costs incurred therein.

17. **A NEW halter must accompany each horse sold.** The new halter must be left with the horse for the buyer. If not Sale Management will provide a halter to the buyer and add a charge of \$40 to Seller's account.

18. **Reservations of Sale Management:** I agree that Sale Management reserves the right (1) to reject any consignment, (2) to assign stabling facilities as it sees fit (3) to determine the order of sale (4) to subject animals to examination by appointed veterinarian prior to sale, and to sell animal based on veterinary findings (5) to refuse the right to sell any horse found to be in unsatisfactory condition or unsound (consignment fee will be forfeited) (6) to edit, correct, or add to the footnotes that I have furnished regarding this consignment and (7) to change the time, place or date of this sale should any unforeseen circumstances necessitate such a change.

19. **Health Requirements: EACH HORSE MUST HAVE AN ORIGINAL (official laboratory certificate) NEGATIVE COGGINS REPORT DATED WITHIN 6 MONTHS OF THE SALE DATE and an INTERSTATE HEALTH CERTIFICATE DATED WITHIN 30 DAYS OF THE SALE DATE.** These reports must be in Sale Manager's possession prior to sale. All Original (official laboratory certificate) Negative Coggins must have all markings correctly described and drawn on certificate, with the registered name of the horse, for International Shipment of Horses.

20. **The Conditions of Sale** as listed in the catalog are hereby incorporated by reference and made a part hereof as though set forth herein.

21. **Responsibility for Loss:** The Sale Management or any of its employees or representatives shall not be held responsible for any accident that may occur to horses or equipment or for loss by fire, theft, or for injury or death to any human or horse in any way or manner.

22. **California Law:** The laws of the State of California will govern this contract.

I have read and agree to the conditions of this consignment contract. Furthermore, I agree to abide by all other established conditions of sale under which Duarte Sales and NSHA conduct business.

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

PRINT: \_\_\_\_\_

**Please return the following forms and documents by MONDAY, July 2nd, 2012:**

1. **Signed Entry Form**
2. **Entry Fee** – make checks payable to: Duarte Sales
3. **Original Registration Papers, Signed Transfer and Breeder's Certificate**
4. **Original Health Certificate and Coggins**
5. **Picture of Horse Being Consigned to the Sale** for use in online ads (.jpg files)

**Only Complete Entries Will Be Accepted.**

Mail all payments, forms and documents to:

**Duarte Sales**  
P.O. Box 6  
Beatty, OR 97621  
Office 541-533-2105  
Fax: 541-533-3127  
nikki@duartesales.com  
www.duartesales.com  
www.nationalstockhorse.com