

SAN ANTONIO RANCH GELDING SALE NOMINATION FORM & CONSIGNOR'S CONTRACT

RANCH GELDING SALE - FEBRUARY 16, 2019
COMPETITION: 1ST GO - FEB 15 FRI. 2 PM, SHORT GO - FEB 16 SAT. 8 AM
Held in conjunction with the 70th Annual San Antonio Livestock Exposition & Rodeo - San Antonio, Texas
Consignment Fee - \$375 - No Sale (Pass Out) Fee - \$50

**SALE MANAGEMENT
CONTACT INFO:**



Segraves & Associates
 Dale & Donna Segraves
 Office: (972) 775-2880
 P O Box 224, Midlothian, TX 76065
 Email: Mail@DDSegraves.com
 Website: www.DDSegraves.com

Horse's Registered Name _____	Nickname _____
Association _____	Reg.No. _____ Sex <u>(Gelding Only)</u>
Year Foaled _____	Color _____ Height In Hands _____

Ranch Gelding entries may participate in the Pre-Sale Performance Demonstration on Friday morning if this box is completed.
 Friday - Feb. 15th - 10 am
 Held in the Exposition Center Arena

If this consignment will be demonstrated in any of the following events, please check the appropriate boxes below:

Cutting (out of the herd)
 Working Cow Horse
 Reining
 Heading
 Heeling

A one-time \$75.00 Cattle Charge will apply.

Sire _____ Reg. No. _____

Dam _____ Reg. No. _____

****A brief write-up of the consignor's background in the ranching or horse business is to be submitted on a separate sheet. This should include length of time in the ranching and/or horse industry, type of operation (i.e. cow/calf, horse breeding, training, etc.) and other highlights of the consignor's background. This information will be printed in the sale catalog and will be edited for clarity by sale management company prior to publishing.**

Below, please provide all known information about horse's background (i.e. ranch work activity, roping, driving cattle, safe for children, disposition, etc.) (Attach additional sheet if necessary.) This information will be used in the official sale catalog.

(PLEASE PRINT INFORMATION BELOW)

Consignor: _____
(Consignor must be Owner of Horse on Registration Certificate or reflected in transfer forms.)
 Email Address: _____
 Telephone No. _____
 Mailing Address: _____
 City _____ State _____ Zip _____
 Is there a lien on this horse? Yes No If Yes, list lienholder name & phone number: _____
 Please list Agent Name if Applicable: _____

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF ENTRY.

X _____ DATE: _____
(Consignor Signature - THIS FORM & PAGE 2 (Consignors Contract) MUST BE SIGNED BY CONSIGNOR AND SUBMITTED TO SALE MANAGEMENT.)

IMPORTANT INFORMATION:

- ◆ READ TERMS & CONDITIONS OF ENTRY ON REVERSE SIDE.
- ◆ NEGATIVE COGGINS WITHIN 180 DAYS & HEALTH CERTIFICATE WITHIN 30 DAYS OF SALE REQUIRED. BOTH MUST ACCOMPANY HORSE TO SALE GROUNDS.
- ◆ HORSES MAY ARRIVE SALE GROUNDS THURSDAY, FEBRUARY 14th.

**Return the following to
Segraves & Associates
P. O. Box 224
Midlothian, Texas 76065:**

- ◆ Nomination Form *(must be signed by Consignor)*
- ◆ Original Registration Certificate
- ◆ Signed Transfer Report (s)
- ◆ Brief Write-Up on Consignor's Background
- ◆ Video Tape *(See #23 on back)*
- ◆ 4 Photos *(all sides)* or Video
- ◆ Nomination Fee of \$375.00**
(payable to Segraves & Associates)

**The Nomination Fee may be deducted from sale proceeds or paid at the Sale by Consignor if all original paperwork is received at time of entry.

A \$50.00 processing fee will be charged if complete paperwork is not on file with Segraves & Assoc. by Feb. 1. (Does not include Coggins & Health which should accompany horse to sale grounds.)

Consignor hereby agrees to be bound by the following terms and conditions of entry to the San Antonio Ranch Gelding Sale:

- Nominated horses must be properly registered with the American Quarter Horse Association (AQHA) or paint horses with the American Paint Horse Association (APHA). Exceptions may be made at Sale Management's approval.
- Nominations must be received in the office of Segraves and Associates (the Sale Management Company), P. O. Box 224, Midlothian, Texas 76065, by no later than December 1, 2018 to receive National advertising, or January 2, 2019, the Final Deadline.
- Consignor hereby specifically warrants unto the Sale Management Company and to any subsequent purchasers that all information furnished with this consignment is true and correct, and that Consignor does have absolute and complete title to the horse so consigned and will defend title against all claims. Consignor will execute the necessary transfers to have ownership on Registration Certificate in Consignor's name.
- Consignor authorizes the Sale Management Company to: (1) publish consignor's horse in the official sale catalog, (2) advertise consignor's horse at Sale Management Company's discretion, (3) research background and accomplishments of Consignor's horse as recorded with AQHA or APHA, publish such research findings in the sale catalog, and edit for clarity any statements made by Consignor regarding Consignor's horse, (4) make the representations and warranties on behalf of Consignor as set forth and under the rules of the Terms and Conditions of Sale as published in the sale catalog, (5) sell Consignor's horse to highest recognized bidder at public auction, deliver title to the new owner, (6) receive and disburse sale proceeds on Consignor's behalf as set forth herein.
- Nominations received by the Sale Management Company must be accompanied by original AQHA or APHA Registration Certificate, properly signed AQHA or APHA Transfer Report; or the consignment fee of \$375.00 with copies of the Registration Certificate (front & back) and copy of Transfer Report, or both. If Consignor elects to demonstrate this consignment in the pre-sale Performance Demonstration, Consignor agrees to pay the \$75.00 Cattle Charge if demonstrated in a cattle event. Consignor understands that Sale Management will hold monies due Consignor until ALL necessary documents have been delivered to Sale Management; and shall retain documents until Consignor's account is paid in full. Consignor understands that the submission of this form with the related items as set out above, constitutes a "nomination" only and that the nominated horse does not become a "consignment" in sale until fully accepted in writing by the Sale Management. If the nominated horse is not accepted for the sale, the entry fee and all related paperwork will be returned to consignor.
- A sale commission of eight percent (8%) of the final recognized bid or a flat commission fee of \$200.00, whichever is greater, will be charged and deducted from Consignor's account prior to settlement with Consignor following the sale. All consigned horses sold on the auction grounds are subject to this sale commission. The sale commission will be due only if the consigned horse actually sells. If a consignor elects to repurchase consignor's own horse (no-sale) by public bidding then a No-Sale fee of \$50.00 will be charged on that horse in addition to the consignment fee of \$375.00. Repurchases must be handled by Consignor or Consignor's Authorized Agent and must be the final bidder at auction. Registration Certificates will remain in the possession of the Sale Management Company until such deficiency payments have been received and certified.
- After the sale catalog has been printed, no substitutions will be permitted for horses already consigned unless approved by The Sale Management.
- After a horse has been consigned, Consignor agrees not to dispose of the horse by private sale. Withdrawals will be permitted in hardship cases but must be presented in writing to the Sale Management Company and be accompanied by a signed Veterinarian Certificate stating that the horse has either died, received injury which affects the horse's marketability, or has acquired an illness which prevents the horse from meeting proper health requirements. Withdrawals presented in this manner must be further accompanied by a withdrawal fee of \$200.00 which shall be in addition to the consignment fee and which shall be used to pay for cataloging and advertising expenses and other costs incurred in removing the horse from the sale. In the case of horses that have died, the Registration Certificate will be sent directly to the proper breed registry for recording and then forwarded to the Consignor. Withdrawals made prior to the printing of the Sale Catalog or prior to specifically advertising the consigned horse in any publication or printed matter will not be subject to the withdrawal fee of \$200.00 as set out herein and the consignment/nomination fee of \$375.00 will be returned with all related paperwork to the consignor. Withdrawals made after a horse has been specifically advertised or after the catalog has been printed for any reason other than death, injury or illness, will be subject to a withdrawal fee of 8% of the selling price (should the horse be sold prior to the sale) or a flat withdrawal fee of \$500.00, whichever is greater.
- Upon entrance to the sale grounds, all horses must have (1) a current Negative Coggins report, dated within 180 days of the sale date; and (2) a properly executed health certificate, dated within 30 days of the sale date. Separate and Original Coggins Report and Health Certificate will be required on each horse. Only the consigned horse and only one horse is to appear on either of these two documents. No photo copies will be accepted. All health paperwork must be turned in at the sale office on the sale grounds and no horse will be permitted entrance to the auction ring until all health requirements have been met and properly filed with Sale Management Company. Name of Coggins Test Laboratory, date blood was drawn, and accession number of sample must appear on the health certificate as well as the EIA certificate. All health related paperwork items should be transported to the sale with the horse. Do not mail these items to the Sale Management.
- Consignor is responsible for his or her own feed, bedding and care for each horse until the horse is sold. Following the sale of the horse, Consignor must furnish a useable halter and lead rope.
- Consignor acknowledges that the Sale Management Company reserves the right to assign stalls in a manner which Sale Management Company deems appropriate; to determine the sale order by a random method; to change the time, date, or place of the auction if circumstances demand such; and to reject entry of any horse in the sale at any time if the entry of such horse is or could be a deterrent to sale or if the entry is that of a Consignor who has or is acting in a dishonorable fashion.
- Consignor shall deliver Consignor's horse to the sale grounds in San Antonio, Texas not earlier than 2:00 pm, Thursday, February 14, 2019, nor later than 9:00 am, Friday, February 15, 2019.
- Consignor hereby agrees to be bound by the Terms and Conditions of Sale as published in the sale catalog; to comply with all of the Terms and Conditions set out herein so that Sale Management Company may properly execute the sale and transfer of title of each horse in the sale in a professional manner; and to not knowingly withhold any information or commit any act that would be detrimental to the sale, in whole or in part.
- Physical defects and abnormalities affecting the physical soundness or marketability of an animal will be announced upon that animal's entrance to the auction ring. Horses arriving the sale grounds in physical condition unfit for presentation or which have physical abnormalities which would be a deterrent to the sale are subject to being screened from the sale and the consignment fee forfeited. A false tail, false tail extension, or any procedure that has been applied to a consigned horse's tail which prohibits the normal use and/or function of the consigned horse's tail must be disclosed by the consignor so that proper announcements can be made prior to the horse being sold.
- With respect to any and all warranties, the Sale Management Company, auctioneers and clerks do not represent the Buyer or Consignor, but merely provide a medium for bringing together the Buyer and Consignor for the purpose of sale transactions. All responsibilities and guarantees lie solely between Buyer and Consignor. Except as otherwise announced by the auctioneer at time of sale, the Consignor represents and warrants unto Buyer as follows: (1) the horse is free of functional deficiencies with respect to eyes, wind and limb, (2) the horse is not a "cribber", or "wind sucker", (3) the horse has not been foundered, nerved, had navicular disease, or had joint or abdominal surgery, (4) the sex or condition of a gelding or ridgeling is as described in the catalog, (5) title to the horse is free from all adverse claims of ownership, use or possession, (6) the horse is not parrot mouthed, as defined by the American Association of Equine Practitioners as no occlusal contact between the upper and lower central incisors, and (7) any genetic test reports (i.e. HERDA, HYPP, PSSM1, GBED, MH) have been delivered to Sale Management prior to sale for proper announcements. In the event that a horse possesses any of these defects or any other defect or bad habit (i.e. bucking, kicking, weaving, etc.), it shall be the Consignor's sole responsibility to inform Sale Management Company, auctioneer or announcer of such defects in a timely manner so that proper announcements can be made while the horse is in the auction ring. A recorded tape will be made of the entire sale which shall be used to determine what announcements were made.
- Consignor also further warrants and specifically guarantees that the consigned horse is, at the time of sale, free of any lameness due to an unsound condition from the knees and hocks down. Such warranty and guarantee to be in full effect for a period of not less than three (3) days from time of sale. If it is determined by licensed veterinarian that the consigned horse does indeed possess an unsound condition located from the knees and hocks down which is the result of a pre-existing condition (prior to the sale) then consignor agrees to accept the horse back as unsold with the cost of transporting said horse back to consignor to be borne by the consignor.
- Sale Management Company will settle with Consignor for horses sold fifteen (15) banking days from the last day of the sale (as it requires that time for Buyer's checks to be converted to unconditional credit and/or certified funds) or when buyers funds have become certified funds, whichever is later. Sale Management does not guarantee the validity or collectability of any instrument delivered to Sale Management as payment for the purchase of the horse.
- In the event a Buyer fails to pay for or accept a horse sold to Buyer, Sale Management Company reserves the right to accept the same purchase amount from another person, accept the next highest bid, put horse up for sale a second time, or retain it for Consignor as unsold. Sale Management Company, auctioneers, employees and representatives thereof, shall not be liable for any deficit should the final bid or price on resale be less than that on the initial sale. In any case, where an animal is not paid for fully in certified funds (including without limitation, refusal to pay, stoppage of payment of check or draft, return of check or draft marked "Insufficient Funds", or "no account" or the like), or should conditions make immediate resale herein provided impossible or impractical, Consignor agrees to receive the animal back as unsold, without any liability to San Antonio Livestock Exposition, the Sale Management Company, auctioneers, employees or representatives thereof.
- Consignor agrees to save and hold harmless and indemnify San Antonio Livestock Exposition (S.A.L.E.), its agents, employees or servants; and Dale Segraves and Associates (D.S.&A.), its agents, employees or servants, from and against any and all liability, debt, claims, suits, losses, damages, causes of action, judgments, costs and expenses, including attorneys' fees, arising or allegedly arising from personal injury or death of any person or horse, including but not limited to employees of the Consignor, property damage, including loss of use thereof, economical loss or otherwise, arising or growing out of the Consignor's use of any of the facilities in connection with the Consignor's sale due in any manner to the negligence or intentional acts of the Consignor, any of its employees, agents or servants in the performance of the Consignor's sale or any act, error, omission or negligence of S.A.L.E. or D.S.&A. occurring concurrently with that of the Consignor or contributing to any loss indemnified hereunder, except for the sole negligence or willful misconduct of S.A.L.E. or D.S.&A. It is further understood and agreed that in no case will D.S.&A. or S.A.L.E., its directors, officers and managers, or any of them be held responsible for any loss, damage or injury of any character to any person, animal or article during the sale.
- Consignor hereby grants permission for any prospective buyer, at his or her own expense, to have an accredited veterinarian perform an inspection on this entry prior to the sale.
- To be in compliance with San Antonio Livestock Exposition Rules and Regulations, no dogs will be allowed on show grounds.
- The Consignor will pay the transfer fee charged by the breed Association to transfer ownership to the buyer. Consignor is responsible for any transfer fees required to bring ownership current into Consignor's name at time of auction.
- A video of each gelding is required and is to be submitted with this entry form. Videos will be used to screen horses that will be accepted for the show and sale. Video is to include (1) close-up shots of the gelding without saddle showing each side, front and rear views with all four legs clearly visible and (2) working shots of the horse performing any type of cattle or ranch related work such as roping, gathering, sorting, etc. Other shots such as kids riding, trailer loading, etc. will be helpful. Working shots can be made inside or outside of an arena, or both.
- WARNING. UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

CONSIGNOR'S CONTRACT:

Horse's Registered Name: _____

Consignor Name: _____

Signed: _____ Date: _____