

WYOMING DOWNS ALL BREED RACE-BRED HORSE SALE



CONSIGNMENT CONTRACT

PLEASE RETURN THIS SIGNED REGISTRATION FORM AND CONTRACT WITH THE FOLLOWING:

- Original registration papers for each entry
- Signed Transfer of Ownership form for each entry
- Entry Form – Completely filled out, signed and dated
- EARLY entry fee of \$350 for each entry due by May 15, 2018 (payable to Wyoming Downs)
- Entry fee of \$400 for each entry after May 15 – June 15, 2018.

No Entries Accepted After June 15, 2018

PAYMENT TO CONSIGNORS:

Payment to Consignors will begin 14 banking days after the sale. Registration Certificates will not be transferred until the Buyer's check has cleared the bank. Payment to Consignors will be held until all necessary papers are in the sales office.

I hereby state that I have read and approve the terms and conditions of this contract and agree to abide by such terms and conditions:

SIGNATURE: _____

CONSIGNOR'S PRINTED NAME: _____

DATE: _____ **PHONE:** _____ **FAX:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

E-MAIL ADDRESS: _____

ENTRY FEES:

BY CHECK OR CREDIT CARD: If by credit card, please fill out the information below.

PRINTED NAME ON CARD: _____

Visa _____ MasterCard _____ American Express _____ Discover _____

CARD NUMBER: _____ **EX. DATE:** _____

Make CHECK payable to: WYOMING DOWNS

MAIL THIS SALE CONTRACT, ENTRY FEES AND OTHER REQUIRED PAPERWORK TO:

WYOMING DOWNS

Jodie Lopez, Horse Sale Manager

P.O. Box 209, Evanston, Wyoming, 82931

Email: jlopez@wydowns.com Phone: 307-789-9000 Fax: 307-789-0605

READ ALL TERMS AND CONDITIONS OF THE CONSIGNMENT CONTRACT CAREFULLY

Complete and sign the above contract and retain a copy for your records

WYOMING DOWNS

ALL BREED RACE-BRED HORSE SALE



CONSIGNMENT CONTRACT CONTINUED. Page 2 of 5

CONSIGNMENT CONTRACT GENERAL INFORMATION:

ACCEPTING: Thoroughbreds, Quarter Horses, Appaloosas and Paints of all ages

SALE: SATURDAY, AUGUST 18, 2018 (Approximately 30 minutes after last race/Approx. 5:30 pm)

PREVIEW: 10:00 am on day of sale, until time of sale

ON-SITE: Wyoming Downs Horse Racetrack Track 10180 Hwy 89 / Evanston, Wy 82930

CONTACT INFORMATION: Horse Sale Manager, Jodi Lopez. Email: jlopez@wydowns.com

Website: wydowns.com Telephone: 307-789-9000 Fax: 307-789-0605

CONSIGNMENT CONTRACT TERMS AND CONDITIONS

Please read carefully before signing contract (See page 1)

Regulations governing the Wyoming Downs All Breed Race-Bred Horse Sale, August 18, 2018:

1. The sale will consist of registered all breed, race-bred horses open to all ages. All registration papers, transfers, breeder's certificates and entry fees must accompany the entry for each consignment. Title to each horse must be free from all adverse claims to ownership.
 2. An early consignment fee of \$350. must accompany each horse entered by May 15, 2018. After May 15, 2018, consignment fee per entry is \$400.
 3. A 6% commission based on the final recognized bid will be paid by the Consignor to Wyoming Downs.
 4. There will be a 4% repurchase/buyback fee based on the final recognized bid, applied to horses that Consignor repurchases. The 4% repurchase fee will be paid to Wyoming Downs by the Consignor.
 5. Once the contract and fees have been received and horses are catalogued and before sale day, there will be no refunds of entry fees. However, with a \$200. (two hundred dollars) withdrawal fee, a horse may be withdrawn due to a valid illness or injury verified by a statement from an accredited veterinarian. All horses sold after they arrive at the sale and before they enter the sale ring will be subject to the 6% commission before papers are released.
 6. All horses delivered to the sale facility must comply with the health requirements of Wyoming Downs and the Wyoming Livestock Board, including a Health Certificate provided by a licensed and accredited veterinarian in the state where the examination was conducted. The Certificate is current if it is within thirty (30) days prior to the date the horse arrives at Wyoming Downs. A negative EIA (Coggins AGID or ELISA) and a negative *Theileria equi* (Piroplasmiasis) cELISA are required within twelve (12) months prior to arrival at Wyoming Downs. The Consignor must also have a current brand inspection. Separate and original Coggins, Piro and Health Certificates are required on each horse.
- All sale horses shall be in top condition with acceptable hair coats. If entry arrives in an unfit for sale condition, they will be excused from the sale and no entry fees will be refunded. Wyoming Downs, at its sole discretion, will make the determination if a horse is unfit. Such decision will be final.
7. Stalls will be furnished and pre-assigned. The initial first night bedding will be provided by Wyoming Downs. Consignors must furnish their own feed, bedding and care for each horse until the horse is sold. A sale halter and lead will be provided for each entry.

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CONSIGNMENT CONTRACT CONTINUED, Page 3 of 5

8. All responsibilities and guarantees lie solely between Buyer and Consignor. Except as otherwise announced by the announcer at the time of sale, the Consignor represents and warrants unto Buyer as follows: (1) The horse is sound of eyes, wind and limb, (2) the horse is not a "cribber", (3) the horse has not been nerved or does not have navicular disease, (4) the sex or condition of a gelding or ridgeling is as described in the catalog, and (5) a colt or stallion at least 18 months of age does possess, at time of the sale, two testicles descended to the scrotum. If the horse has any of the above-described defects, the Consignor must advise the Sales Management so that the proper announcement can be made while the horse is in the ring. The entire auction/sale will be recorded on tape. Consignor hereby grants permission to prospective Buyer, at Buyer's expense, to have an accredited veterinarian perform an inspection of consignment prior to the auction/sale.

9. Broodmares must be pregnancy tested within 10 days of sale date with the results presented, in writing, to Sales Management upon arrival at sales grounds. Any purchaser of a Broodmare sold in this sale may have her examined within 24 hours within the fall of the hammer and prior to the removal from sales premises, by a licensed veterinarian. Any Broodmare so examined whose pregnancy or breeding soundness status is found not to be as represented at the time of sale may be returned to Consignor as unsold and the Consignor shall pay the veterinarian's fee for examination.

10. In the event a Buyer fails to pay for or accept a horse, the Sales Management reserves the right to accept the same purchase amount from another person, accept the highest bid, put the horse up for sale a second time, or retain it for the Consignor as unsold. Wyoming Downs, the Sales Management, auctioneers, employees and representatives, thereof shall not be liable for any deficit should the final bid or price on resale be less than the initial sale. In any case, where a horse is not paid for fully in cash and or check (including without limitation, refusal to pay, stoppage of payment of check or draft, return 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 horse back as unsold, without any liability to Wyoming Downs, its affiliates, associates, employees and representatives, thereof.

11. Wyoming Downs will use reasonable efforts to verify the financial responsibility of the buyer of each horse and that possession of each horse sold will be released to the Buyer against receipt of future payment after satisfaction of settlement procedures. Wyoming Downs, its affiliates and associates and employees will not be liable for the purchase price of a horse if buyer defaults.

12. Consignor agrees to hold harmless and indemnify Wyoming Downs, its affiliates, associates and employees from and against any and all liability, debts, claims, suits, losses, damages, causes of action, judgements, costs and expenses, including attorney's fees arising from personal injury or death of any person or horse, due to 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 Wyoming Downs occurring concurrently with that of the Consignor or contributing to any loss indemnified hereunder, except for the sole negligence or willful misconduct of Wyoming Downs. Consignor agrees to all terms and Sale Conditions and Settlement Procedures contained herein.

13. Stalls will be available to receive sale horses 7:00 a.m., Friday, August 17, 2018

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All original documents must have been received prior to sale by Sales Manager or handed over to Sales Manager upon arrival at sales grounds. Consignor check-in may occur on Friday, August 17, 2018, but must have occurred prior to 10:00 am Saturday, August 18, 2018 previewing.

Horses must be ready for previewing 10:00 am Saturday, August 18, 2018.

14. If a Consignor wishes to place a reserve price on their horse(s), it is Consignor's responsibility to deliver a written reserve price to the Sales Manager prior to the sale. The written information shall contain the reserve price, horse name and hip number for each horse. The auctioneer shall make all attempts to achieve the reserve amount. However, Consignor shall not hold Wyoming Downs, auctioneers, affiliates, associates or employees liable if the reserve price is not achieved and the bidding results in a required repurchase/buy back by the Consignor.

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CONSIGNMENT CONTRACT CONTINUED. PAGE 5 of 5

CONSIGNMENTS

IF ADDITIONAL FORMS ARE NEEDED PLEASE MAKE COPIES OF THE BLANK FORM, OR, GO TO WYDOWNS.COM FOR ADDITIONAL FORMS.

YEARLINGS – COMPLETE ALL BLANKS. PLEASE PRINT OR TYPE, SIGN AND DATE

NAME: _____ Registration Number: _____

Sex: Filly ___ Colt ___ Gelding ___ MBNA Enrolled ___

AQHA Parentage Verified ___ Blood Typed ___ Embryo Transfer ___ Transported Cooled Semen ___ Genetic Typed ___

Color: _____ Foaling Date: _____

Sire: _____ Reg No: _____ Dam: _____ Reg No: _____

Paid to Date Engagements: (Must be paid through Aug 1, 2018) _____

For additional info/photos of this horse, if any, go to: _____

SIGNATURE: _____ Date: _____ Print Name: _____

BROODMARES – COMPLETE ALL BLANKS. PLEASE PRINT OR TYPE, SIGN AND DATE

NAME: _____ Registration Number: _____

Color: _____ Date of Birth: _____ In Foal To: _____

Last Breeding Date: _____ Foal in Utero Eligibilities: _____

2016 Foal's Name: _____ Sex: _____ Sire: _____

2017 Foal's Name: _____ Sex: _____ Sire: _____

Is Mare Parentage Verified?: Yes ___ No ___

For additional info/photos of this horse, if any, go to: _____

SIGNATURE: _____ Date: _____ Print Name: _____

HORSES OF RACING AGE – COMPLETE ALL BLANKS. PLEASE PRINT OR TYPE, SIGN AND DATE

NAME: _____ Registration Number: _____

Color: _____ Date of Birth: _____

Other Comments: _____

For additional info/photos of this horse, if any, go to: _____

SIGNATURE: _____ Date: _____ Print Name: _____