

CONSIGNORS CONTRACT: PLEASE READ BEFORE SIGNING

NOTE: Please Make a Copy of Completed Contract for Your Files Before Returning This Original to Us!!! Chuck Givens BORN 2 WIN Horse Sale; 1509 Red House Road; Richmond, Kentucky 40475 (859) 582-5822 or lagivens@roadrunner.com

I hereby consign the foregoing livestock (the "Animal(s)") to Chuck Givens BORN 2 WIN Horse Sale. ("CG-B2W-HS") for sale in the Designated Sale (the "Sale") and inclusive in the Sale catalog subject to the following Terms and conditions:

1. I warrant title to each Animal free from all adverse claims to ownership, use or possession and agree to defend title against all claims. I authorize CG-B2W-HS to advertise and see each Animal at the public auction, to make on my behalf the representations and warranties set forth in the Sale Catalog, to deliver possession of each Animal to the highest bidder, to transfer title to each Animal to the highest recognized bidder and to receive and disburse the proceeds of sale for my account.
2. I agree to pay CG-B2W-HS the designated Entry Fee for each Animal on or before the due date. CG-B2W-HS's authority to sell each Animal is irrevocable and each Animal will be offered at the Sale unless CG-B2W-HS excuses the Animal. In the event any Animal is not offered at the Sale (or excused by CG-B2W-HS), I agree to pay to CG-B2W-HS, on demand, as liquidated damages and not as a penalty, the Entry Fee, and the sum of \$1,500.
3. In addition to the Entry Fee, I agree to pay CG-B2W-HS the sales commission each Animal computed on the final recognized bid at the Sale providing the Animal is sold. CG-B2W-HS is authorized to deduct all sums owing to CG-B2W-HS from my account and in the event of any deficiency, I agree to immediately pay CG-B2W-HS the balance due. The sales commission will be 7%, with a minimum commission of \$100. In the event of a repurchase (no sale), the commission is 0% with a minimum commission of \$0. Any horse that passes through the ring and is repurchased (no sale) shall not be resold anywhere on the premise unless the sale is handled by CG-B2W-HS sales staff, 7% commission shall still apply negating the 0% repurchase (no sale) fee. Any person violating this rule will face possible suspension from CG-B2W-HS future events and sales.
4. I understand that CG-B2W-HS reserves the right to: (i) reject the entry of any animal in the Sale at any time. (ii) approve any assignment of my right and obligations under this agreement as a condition to such assignment, (iii) determine the order of sale of all Animals; (iv) assign stabling facilities subject to such stabling policies as CG-B2W-HS may establish; (v) examine each Animal and make such catalog corrections and announcement as CG-B2W-HS deems appropriate, and (vi) change the time, date or locations of the Sale should circumstances, in CG-B2W-HS's sole discretion, necessitate such a change.
5. I agree, at the time of entry, to deliver to CG-B2W-HS the following documents in form satisfactory to CG-B2W-HS with respect to each animal: (1) the original certificate of registrations issued either by American Quarter Horse Association, Appaloosa Horse Club, American Paint Horse Association, or The Jockey Club (or my certificate that all matters required by the applicable registry have been furnished and issuance of the certificate of registration pending); (2) all transfer reports and other items required to transfer the registration of the animal to the Buyer; (3) properly signed stallion service and breeder's certificates for bred mares. Original registration papers, transfer, etc. will be held by CG-B2W-HS until all settlements have been made to CG-B2W-HS's satisfaction. As a condition to bringing the animals on CG-B2W-HS's premises, I agree to provide a health certificate date NO EARLIER than ten (10) days prior to the Sale; a NEGATIVE COGGINS test dated NO EARLIER than twelve (12 months) prior to the date the Animal sells; and evidence, by a licensed veterinarian of pregnancy status for any Animal represented to be bred or pregnant NO MORE than ten (10) days prior to the date the Animal sells. I UNDERSTAND THAT CG-B2W-HS WILL WITHHOLD ANY MONIES DUE ME UNTIL ALL SUCH DOCUMENTS IN A FORM SATISFACTORY TO CG-B2W-HS ARE DELIVERED.
6. A. Payments to CG-B2W-HS's consignors will begin on the late of the 21st banking day or the 30th calendar day after the last day of the Sale.
B. Registration Certificates will not be transferred until the buyer's check has cleared the bank. Papers will be processed within 45 days following the sale.
C. Payment to CG-B2W-HS's consignors will be held until all necessary papers are in CG-B2W-HS's offices.
D. A \$50.00 fee per Animal will be assessed for all entry Fees which are not approved by CG-B2W-HS to be withheld from the consignor's sale proceeds.
E. AN ASSESSMENT OF \$100.00 PER ENTRY WILL BE CHARGED ON ANY PROBLEMS IN PROCESSING PAPERWORK.

I agree to provide such information as CG-B2W-HS might request with respect to the ownership, description, pedigree, produce, performance, health, and conformation of each Animal. I understand that CG-B2W-HS will provide to me a copy of the Sale catalog prior to the Sale date setting forth my representations and warranties with respect to each Animal. I agree to review the sale catalog and promptly notify CG-B2W-HS of any corrections thereto prior to the Sale.

7. I represent and warrant to CG-B2W-HS and the buyer of each Animal: (a) title to the Animal free from all adverse claims to ownership, use or possession; (b) the Animal is sound of eyes; (c) the Animal is not a "Cribber"; (d) the sex and condition of the Animal as a gelding or a ridgeling is as described in the Sale catalog; (e) that there are not markings that would affect the registration; (f) the identity of the Animal is as described in the Sale Catalog.

8. I agree to deliver each Animal f.o.b. the Sale location not later than 8:00 a.m. local time on Saturday, September 28, 2019. I understand that the maintenance of each Animal is my responsibility until sold and I agree to care for each Animal while stabled on the Sale premises in accordance with approved husbandry practices and CG-B2W-HS stabling policies. On my failure to so care for any Animal, I agree that CG-B2W-HS may, at CG-B2W-HS's option, undertake such care and I agree to reimburse CG-B2W-HS for all expenses of stabling, feed, veterinary care, transportation and maintenance of any Animal. I agree that CG-B2W-HS will not incur any liability whatsoever for the loss, damage, injury, death or illness of any Animal.

9. I understand that CG-B2W-HS will use reasonable efforts to verify the financial responsibility of the buyer of each Animal and that possession of each Animal sold will be released to the buyer against receipt of future payment after satisfaction of CG-B2W-HS's Settlement Procedures. I agree that if the sale of any Animal is not consummated by reason of the default of the buyer or otherwise, CG-B2W-HS will not be liable for the purchase price of the Animal. CG-B2W-HS's sole obligations will be to assist in the recovery of the Animal or to assist in the resale of each Animal at the Sale or by private sale to the extent that I might request. I understand that CG-B2W-HS does not guarantee the validity, enforceability, payment or collection of any instrument delivered to CG-B2W-HS in payment of the purchase price of the Animal. Any obligation which CG-B2W-HS might owe to me by reason of a buyer's default will be discharged by CG-B2W-HS's resale of the Animal by public or private sale whether or not the resale price equals the price agree to be paid by the defaulting buyer.

10. I agree to indemnify and hold Chuck Givens, CG-B2W-HS, CG-B2W-HS's shareholders, directors, agents, employees, contractors, and representatives harmless from all claims, expenses and cost (including, without limitation, attorney's fees) arising of out of: (i) any question of title to or my authority to sell any Animal; (ii) any claimed loss or damages relating to blood typing, genetic testing or parentage verification of any Animal as may be required by the American Quarter Horse Association or the Jockey Club including, without limitation, any failure or inability to perform such blood typing, genetic testing or parentage verification; (iii) any lien, attachment or claim asserted against any Animal or the proceeds of sale; (iv) any claimed default in my representations or warranties with respect to any Animal; (v) loss or damage to property and injury or death of persons caused directly or indirectly by me, my agents or employees of any Animal; (vi) my entry or sale of any Animal; or settlement of any claim or demand on account thereof.

11. I understand that the terms of the Sale Conditions and Settlement Procedures published in the Sale catalog will govern the sale of each Animal. I have read and understand the Sale Conditions and Settlement Procedures, hereby approve the same and agree to be bound thereby.

12. This agreement will be binding on me, my heirs, personal representatives, successors, permitted assigns, and any successor in ownership of each Animal and will insure the benefit of CG0B2W-HS's successors and assigns. If this agreement is executed by an agent, such agent will be individually liable, jointly and severally with the principle, for the performance of this agreement. This agreement cannot be amended except in writing executed by the parties. All actions with respect to this Agreement will be instituted in a court and the Consignor irrevocable and unconditionally submits to the jurisdiction (both subject matter and personal) of such court waves any objection to the venue in such court and waives any claim that any action has been brought in an inconvenient forum.

I have read, approve, and agree to be bound by the foregoing terms and conditions together with the CONSIGNMENT FORM.

Name: _____ Date: _____

Please Print

Signature: _____

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