

# Consignment Form for 35<sup>th</sup> ATA Anniversary Select Sale & Auction

Saturday, 1:30 p.m. - November 7, 2009



Tennessee Miller Coliseum • Murfreesboro, Tennessee



Owner's Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State / Prov. \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Horse's Name \_\_\_\_\_ Registration # \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Color \_\_\_\_\_ Trained under saddle?  Yes  No

Complete For Broodmares

Bred to: Stallion Name \_\_\_\_\_ Registration# \_\_\_\_\_

Last breeding date \_\_\_\_\_ Confirmed in foal?  Yes  No

Minimum Selling Price \$ \_\_\_\_\_ (Price is confidential only to Sales Management. Can be changed prior to sale)

Catalog Information Copy (i.e. awards, inspection scores, training, show record, breeding ancestry comments etc)

Submit this form by July 15, 2009 along with the following:

1. A high quality digital still photograph (JPEG with a minimum of 300 dpi) of the side view of horse with an open stance.
2. A high quality digital DVD of horse showing walk, trot, canter. Riding horses to be videoed under saddle.
3. Copy of the registration certificate from the American Trakehner Association.

If selected for the sale, I agree to provide by the deadline of August 28, 2009:

- Digital X-rays on disc and radiograph report form of the horse as defined in the sale conditions for any riding horse or horse older than two years of age except broodmares that are not dually offered as a riding horse.

I agree to provide upon arrival at the Tennessee sale facility:

- A copy of the clinical veterinary examination form signed by a certified veterinarian conducted within 30 days of the sale. A confirmation of pregnancy of any in-foal broodmares conducted within 10 days prior to sale.
- Original negative Coggins test report and an Interstate Health Certificate upon arrival.

I have read, understand and agree to the sale conditions of this consignment contract and further agree to abide by all other conditions required by the American Trakehner Association in order to conduct the sale.

Signature of Owner \_\_\_\_\_ Date \_\_\_\_\_

Mail original and required information to: Pam Norton, 22716 Murrell Road, Hockley, TX 77447  
Further questions contact Pam Norton - E-Mail = [pam@flyingchange.com](mailto:pam@flyingchange.com)  
phone (936) 372-2336 fax 713-445-8074



# ATA Select Sale Consignment Contract

1. I swear that all information I provide is correct to the best of my knowledge. I specifically warrant to the American Trakehner Association, (hereafter referred to as the ATA) that I have complete title and there are no liens on the consigned horse.
2. I agree the ATA may cancel the auction if there are insufficient entries or those entries are deemed to be of insufficient quality.
3. I understand there is no initial consignment fee, but I agree to pay the ATA a sales commission fee of 2½% of the reserve minimum selling price if the horse does not sell, **OR** 2½% of the final hammer sales price if the horse is sold or bought back by myself or my agent. (Example: a horse selling for OR bought back by the owner in the amount of \$10,000 will cost \$250).
4. Not all horses may be selected for the sale. If my horse is selected for the auction, I agree I will not withdraw the horse from the sale unless the horse's withdrawal is documented by a licensed veterinarian's letter stating the horse cannot be sold because of health or soundness reasons. If withdrawn without a valid reason confirmed by a veterinarian, I agree to pay the ATA 2½% of the reserve minimum selling price. If excused from the sale by Sales Management because of significant abnormalities found on radiographs there is no commission due for withdrawal because of this reason.
5. I grant permission to Sales Management to correct, edit or add to the catalog comments that I have provided. I also agree to pay stall fees for each horse I consign in addition to the sales commission.
6. The American Trakehner Association agrees to mail checks to owners of consigned horses no later than 21 days after bank clearance of buyers' checks and any other acceptable form of payment to the ATA. I agree the ATA will not be liable for any buyers stopping payment of check or if the sale of my horse is not completed by the buyer's default. I understand the ATA does not guarantee the validity of any instrument of payment received for the sale of any horse.
7. I agree the ATA or Sales Management, its employees or representatives are not liable or held responsible for any accident that may occur to horses, the sales facility, equipment or loss by fire, theft, injury or death to horses or humans in any way or any manner.
8. The Terms and Conditions of Sale listed in the auctions catalog if in either electronic or printed versions are incorporated by reference and made part of this contract.
9. I agree to provide digital radiographs (X-rays on a compact disc) that are required by the ATA for stallion prospects (see website for protocol) along with the radiograph report form signed by the licensed veterinarian who took the radiographs. I agree to provide the radiographs no later than August 28, 2009. I also agree to provide a negative Coggins test report for Equine Infectious Anemia and a valid interstate health certificate issued by a licensed veterinarian declaring my horse free of any known infectious disease. I also agree to provide a confirmation of pregnancy of any bred broodmare by a licensed veterinarian within 10 days before the sale. I will also allow a licensed veterinarian to examine and possibly palpate my mare to confirm pregnancy within 24 hours prior to the sale. I also agree to provide the buyer with a breeding certificate or breeding confirmation document for my pregnant mare within 30 days after the sale.
10. I agree to notify the ATA prior to the sale and in writing of any unsoundness or defects of any kind and authorize the auctioneer or announcer to announce them before the horse is sold. I also agree to notify the ATA if my horse is suffering from any infectious disease. The ATA **MUST** be notified and will announce before the horse is sold if the horse has had major surgery, has unsound eyes or wind, is a cryptorchid, is a cribber or weaver, has been nerved, suffers from a chronic lameness, neurological disorder including but not limited to EPM or wobbles, or has received joint injections, has foundered or has any lameness because of ringbone, osteoarthritis, navicular disorder or any other lameness not yet diagnosed. Any horse sold with any of these conditions and the condition was not announced at the time of sale, the buyer can reject the horse upon receipt of a statement from a licensed and qualified veterinarian, certifying the existence of the condition dated within 5 days of the sale and I am responsible for recovering the horse from the buyer at my expense.
11. I agree my horse will not receive any drugs to modify or mask temperament or soundness. If a buyer claims misrepresentation and tests my horse for drugs by drawing a blood sample by a licensed veterinarian within 8 hours of the conclusion of the sale and provides a copy of the test report to me confirming drugs altered soundness or temperament, I agree the buyer can reject the horse and return it to me at my expense. If the horse however must receive medication as a result of an injury or illness to protect the welfare of the horse, I agree to inform the ATA prior to the sale and agree this will be announced at time of sale.
12. I have read, understand and accept the above conditions as part of my signed consignment contract.



# Terms and Conditions of Select Sale and Auction

1. **APPLICABLE LAW** - All horses in this sale are offered "as is" according to the laws of the State of Tennessee. There are no warranties or guarantees express or implied by the American Trakehner Association, Alitus Auctions LLC, hereafter referred to as Sales Management; owners, or Consignors as to the merchantability or fitness for any particular purposes of any animal offered in this sale. All sales are final.
2. **VIEWING AND INSPECTION** - A viewing preview of all horses in the sale will be held in the arena on November 6, 2009 at 7:00 p.m. as part of the horse exhibition activities. In addition horses are available for public viewing by private arrangement with the owner. Riding horses will be presented under saddle during the preview. All other horses will be presented either in hand or at liberty. During the auction, the horses may be presented in whatever format the Sales Management decides.
3. **TEST RIDING** - Persons wishing to ride or inspect a riding horse must first register at the sales office located on the grounds and be accompanied by a sales representative. Test ride time will be limited and the riding time determined by the owner so as not to exhaust a horse for a following test rider. The owner reserves the right to order immediate dismounting of any rider deemed abusive to the horse or of insufficient skill. A hold harmless release form must be signed prior to test riding and if riding, proper footwear and a hard hat must be worn. There are no exceptions to this rule.
4. **ANNOUNCEMENTS** - Every effort has been made to ensure the correctness of the catalog. However, Sales Management and the auctioneer assume no responsibility for errors or omissions. Any known corrections will be announced from the auctioneer stand. Changes to the procedures for this auction are at the discretion of the Sales Management and will be announced as occasion arises. Announced changes in the catalog on sale day take precedence over printed material.
5. **BIDDING PROCEDURE** – The highest bidder will be the successful bidder and the buyer. Successful bidder shall forthwith sign an Acknowledgment of Purchase; should Acknowledgment of Purchase not be presented to the buyer for the signature prior to commencement of bidding on the next lot offered, buyer shall forthwith identify themselves to auctioneer as purchaser and sign the Acknowledgment of Purchase when presented. Right of purchase of successful bidder is not impaired in case of signing of Acknowledgment of Purchase by another, provided that such bidder acts in accordance with these terms and conditions of sale. Any agent must provide the sale's Sales Management a letter authorization to purchase signed by his client(s). The auctioneer will decline any bids made by parties who have defaulted on former purchases or persons who in his/her sole judgment are not responsible bidders, and the auctioneer's decision shall be final. Seller, Sellers or Seller's agent(s) reserves the right to bid. The right to no-sale any horse is reserved for all sales before they leave the auction ring.
6. **BUYERS PREMIUM** – Buyers will pay a 5% buyers premium fee which will be added to the final hammer selling price
7. **MINIMUM BID OFFERS** – Offering bids will only be accepted, if their increase in comparison to the previous offer meets at least:

Up to a price of \$5,000	Minimum \$100
At a price between \$5,000 and \$10,000	Minimum \$250
At a price between \$10,000 and \$25,000	Minimum \$500
At a price over \$25,000	Minimum \$1,000
8. **BIDDER REGISTRATION** – There is NO COST to register as a bidder. Every interested bidder is requested to obtain a bidder number upon arrival. Many buyers wish to be discrete and prefer bidder numbers. Each prospective bidder will be issued a bidder number upon proof of identification. Identification can consist of a valid drivers' license, or a passport or a major credit card. Any successful bidder buying a horse without a bidder number will immediately be issued a bidder number upon signing the Acknowledgement of Purchase document.
9. **ABSENTEE BIDS and TELEPHONE BIDS** - Absentee bids will be accepted but must have payment method approved prior to the sale as well as absolute identification of individual or entity. Absentee bids must be faxed to American Trakehner Association at (740) 344-3225 along with signature of absentee bidder no later than 3:00 p.m. Central Standard Time, November 5, 2009. See absentee bidder forms are available at the website [americantrakehner.com](http://americantrakehner.com). Absentee bids will contain a) an opening bid and b) a maximum bid. Auctioneer will represent all absentee bidders and will only advance an absentee opening bid if a counter bid is made by another bidder. Absentee bids are confidential and private and only provided to Sales Management.

Telephone bids will be accepted but payment method approved prior to the sale with confirmation of absolute identification of an individual or entity. Potential buyers who are interested in purchasing a horse but cannot be in attendance in person may contact the American Trakehner Association by fax at (740) 344-3225 no later than 3:00 p.m. Central Standard Time, November 5, 2009 and provide identification and then indicate the horse they are interested in bidding on during the auction. When the horse enters the auction ring, the potential bidder will be telephoned by Sales Management and the telephoned party may place live bids via the telephone. Sales Management is not responsible if prospective bidders by telephone cannot be contacted for any reason whatsoever.

10. **BIDDING DISPUTES** - Should any dispute arise between or among any two bidders, the auctioneer shall forthwith adjudicate the dispute and his decision shall be absolute, final and binding upon all parties. Bids received after the fall of the hammer are not valid nor are they grounds for dispute. Bids acknowledged by bid spotters are recognized as if tendered to auctioneer, but in case of dispute, the bidding on the horse shall be reopened forthwith for advanced bids, and if there be no advance, the horse is sold to the person from whom the auctioneer recognized the last bid. In case of dispute, advanced bidding shall be restricted to the contending parties, but should the recognized bid be reduced below the bid at commencement of the dispute, then bidding shall be reopened to all bidders.

11. **TITLE, RISK, and DELIVERY** - The purchaser at the fall of the hammer assumes all risk and responsibility for the horse. However, such purchase through the highest bid and corresponding assumption of risk and responsibility shall not constitute delivery of the animal, nor shall title pass until payment is received by the Sales Management cashier. Purchaser must make payment in cash, personal check or cashiers check within one hour of the conclusion of the sale, at which time delivery will be made in the form of a stable release for the horse, and title shall pass to the purchaser provided that the purchaser has made full payment for the horse as provided in these Terms and Conditions. Sales Management recommends that purchasers arrange immediate insurance protection for their animal. Horses paid for by cash, personal check or cashiers check may be removed from the grounds immediately after payment. All horses must be removed from the sale grounds by 12 noon, Sunday, November 8, 2009. During the stay of the horses at the Tennessee Coliseum sale facility, neither the authorized Consignor, its employees, officers, or agents; the sale's Sales Management, or Alitus Auctions LLC its auctioneers, officers, employees, agents, grooms, and representatives shall be liable for any accidents, theft, disease, or sickness, death or injury, or damage to or by any horse howsoever caused. The grooms shall continue to look after horses until loaded and may assist with the loading without any contractual relationship being entered into between purchaser and Sales Management, Alitus Auctions LLC, its auctioneers, officers, employees, agents, grooms, and representatives and/or authorized Consignor, its officers, employees, agents, grooms, and representatives.

12. **TERMS OF PAYMENT** – The terms of the sale are cash in the form of U.S. currency, personal check or cashiers check delivered to the cashier. Personal checks require valid proof of identification such as a valid driver's license or valid passport. Make all checks payable to the American Trakehner Association. Consignors will hold the American Trakehner Association harmless for any issues connected with collection of sale proceeds. The American Trakehner Association will be responsible for payment to Consignors only after checks presented in payment have cleared. Purchasers shall make payment within one hour of the close of the sale for the full purchase price, such payment to be in the form of U.S. currency, personal check or cashiers check. Personal checks will be accepted providing arrangements have been made with the sales office prior to bidding and approval is granted. Title to horses purchased with a personal check shall not pass to purchaser until funds have cleared the bank. Registration certificates will also be held until funds from a personal check clear the bank. Purchaser may not stop payment on a check given in payment for a horse or its board for any reason. Sales Management reserves the right to ask for immediate payment for any purchase made at this auction. Any purchaser who fails to make immediate payment when requested shall forfeit all rights to acquire ownership to that particular purchase and further, shall relinquish all rights to further bidding at this auction. Any horse that is not paid or when requested by the auctioneer shall be reentered into the auction for sale.

13. **DEFAULT** - Any buyer who fails to pay for, stops payment, or refuses delivery on a purchase for any reason whatsoever will be declared in default. Sales Management reserves the right to sell that purchase on the buyer's account without prior notice and reserves the right to litigate with the buyer for any deficit, to include, but not limited to purchase price, commissions, veterinarian bills, farrier bills, and any and all legal expenses involved.

14. **LIMITED WARRANTIES** - Unless expressly stated, all entries are sold "caveat emptor." (i.e. buyer beware) and are sold on an "as is, where is" basis. ALL SALES ARE FINAL There is no implied or express warranty on any horse. Buyers are cautioned to examine horses before bidding. There are no guarantees regarding broodmares in foal, pregnancy status, or eventual foaling, no return privileges or live foal guarantees are given or implied. There are no guarantees implied by Sales Management or Consignor as to the merchantability or fitness for any particular purpose of any animal offered in this sale.

15. **VETERINARY EXAMINATIONS** - Each horse in the sale has tested negative within 6 months prior to the sale for Equine Infectious Anemia (Coggins test negative) and a copy is available for transportation. Each horse has a valid "Health Certificate" issued by a licensed veterinarian declaring them free of any known infectious disease. A general veterinary examination for overall health has been performed by a licensed veterinarian within 30 days of the sale. Broodmares will be examined for pregnancy by a licensed veterinarian by palpation or ultrasound within 30 days of the sale and the result will be noted in her examination report. A written report is available on each horse noting any significant abnormalities or professional observations

in the opinion of the examining veterinarian and can be reviewed at no cost to the buyers. Buyers wishing to have their own veterinarian examine a sale horse in addition to available reports may do so, however permission must be granted in advance by the owner of the sale horse. The cost of additional veterinary examinations rests solely with the prospective buyer. Riding horses will have a normal set of X-rays (radiographs) and they will be reviewed by a licensed veterinarian for any significant abnormalities. A written report is available on each horse's X-rays noting any significant abnormalities in the opinion of the examining veterinarian and is available for review at no cost to the buyers.. Prospective buyers wishing to take additional X-rays are welcome to do so, but at their sole expense and only with the owner's permission. Existing X-rays can be reviewed by potential buyers as well as their own veterinarian in the Sales Office at no cost. Original written veterinary reports may be reviewed by prospective bidders and /or their veterinarian but the report must remain in the Sales Office for other potential buyers.

16. **LIABILITY** –The American Trakehner Association, Alitus Auctions LLC, its auctioneers, officers, employees, agents and representatives assume no responsibility whatsoever to anyone for identification, title, blemishes, defects, the physical condition, or health of any horse, or vice of any horse and make no warranty or representation of any kind in this sale unless expressly stated.

17. **LITIGATION** - If legal proceedings are instituted by any party, whether buyer or Consignor, in which the sale's Sales Management, the American Trakehner Association, Alitus Auctions LLC, its auctioneers, officers, employees, agents, representatives, are named as parties, then and in that event the party initiating such legal action shall be responsible for all legal fees incurred by the Sales Management, the American Trakehner Association, Alitus Auctions LLC, its auctioneers, officers, employees, agents, representatives, incident to and in connection with said proceedings. It is further agreed that all disputes will be settled by arbitration in lieu of litigation.

18. **PUBLIC LIABILITY** - Neither the Consignors, the American Trakehner Association, nor Sales Management, Alitus Auctions LLC, its auctioneers, officers, employees, agents or representatives, assume any responsibility for theft, fire, or other damages, or any injury, death or damage to person or animal of any kind howsoever caused. Ride and examine horses at your own risk. The public is cautioned to be extremely careful while on the grounds, examining horses, and particularly while horses are being ridden. Do not enter stalls under any conditions. During the exhibitions and the sale absolutely no purchaser or spectator is to be in the barns or the aisle ways under any circumstances. Absolutely no smoking in any barns. The American Trakehner Association and Alitus Auctions LLC reserves the right to take whatever action is required to protect the health and welfare of any horse at the expense of owner in an emergency.

- **Important Warning Notice** -

**Under Tennessee Law, 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, pursuant to Tennessee Code Annotated, title 44, chapter 20.**

***Entry to the grounds, riding and examination of horses is entirely at your own risk!***

