

# CONSIGNOR'S CONTRACT

## SAN ANTONIO PERFORMANCE SALE NOMINATION FORM

**FEBRUARY 16, 2019 - SATURDAY - 10:00 A.M.**

*Held in conjunction with the 70th Annual San Antonio Livestock  
Exposition & Rodeo - San Antonio, Texas*

**Consignment Fee: \$325 - No Sale Fee (Pass Out): \$50**

**SALE MANAGEMENT  
CONTACT INFO:**



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

Horse's Registered Name \_\_\_\_\_ Reg.No. \_\_\_\_\_  
 Year Foaled \_\_\_\_\_ Color \_\_\_\_\_ Sex \_\_\_\_\_  
 (If applicable) the \_\_\_ colt, \_\_\_ filly at side is sired by \_\_\_\_\_ (Sire's AQHA #) \_\_\_\_\_ Foal Date \_\_\_\_\_  
 (If applicable) This mare has been vet checked in foal to: \_\_\_\_\_ (Sire's AQHA #) \_\_\_\_\_  
 With last breeding dates being: \_\_\_\_\_

Sire \_\_\_\_\_ Reg. No. \_\_\_\_\_

Dam \_\_\_\_\_ Reg. No. \_\_\_\_\_

**IMPORTANT  
PERFORMANCE DEMONSTRATION OF SALE HORSES  
Friday Morning - Feb. 15th - 10:00 am  
Held in the Exposition Center Arena**

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

\_\_\_\_\_ Cutting (out of the herd)  
 \_\_\_\_\_ Working Cow Horse  
 \_\_\_\_\_ Reining  
 \_\_\_\_\_ Heading  
 \_\_\_\_\_ Heeling  
 A \$75.00 Cattle Charge will apply.

**CATALOG FOOTNOTE:**

\*Any information pertaining to consignment should be listed below or on a separate sheet if necessary. This includes any Futurity or Open Show record, produce record, or general information regarding the disposition or conformation of the consignment (i.e. ranch work activity, roping, safe for children, disposition, appearance, etc.) This information will be used in the official sale catalog.

Sire Footnote: \_\_\_\_\_

Dam Footnote: \_\_\_\_\_

(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)
- ◆ Breeders Certificate (applicable to mares in foal or foals at side)
- ◆ Genetic Testing Reports (if any)
- ◆ 4 Photos (all sides) or Video
- ◆ Nomination Fee of \$325.00\*\* (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.)

## TERMS AND CONDITIONS OF ENTRY - (Consignor's Contract)

Consignor hereby agrees to be bound by the following terms and conditions of entry to the San Antonio Select/Performance Sale:

1. Nominated horses must be properly registered with the American Quarter Horse Association (AQHA) or American Paint Horse Association (APHA).
2. 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.
3. 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 "lien free" 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.
4. 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 the background and accomplishments of Consignor's horse as recorded with the AQHA or APHA and 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 the highest recognized bidder at public auction and deliver title to the new owner and (6) receive and disburse sale proceeds on Consignor's behalf as set forth herein.
5. 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 \$325.00 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. Other documents such as properly executed AQHA or APHA Breeders Certificate on mares that are in foal will be required when applicable. No unnamed foals that have not been permanently recorded in the registry of AQHA or APHA will be accepted into the sale. 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 the 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 the consignor.
6. 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 \$325.00. 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.
7. After the sale catalog has been printed, no substitutions will be permitted for horses already con-signed unless approved by The Sale Management.
8. 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, website or printed matter will not be subject to the withdrawal fee of \$200.00 as set out herein and the consignment/nomination fee of \$325.00 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.
9. Upon entrance to the sale grounds, all horses must have a current Negative Coggins report, dated within 180 days of the sale date; and 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 Cog-gins 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.
10. 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.
11. 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 the sale or is that of a Consignor who has or is acting in a dishonorable fashion.
12. 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 12:00 noon, Friday, February 15, 2019.
13. 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.

14. 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 horse being sold.
15. 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) a colt or stallion at least 18 months of age does possess, at time of sale, two testes descended to the scrotum, (6) title to the horse is free from all adverse claims of ownership, liens, use or possession, (7) 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 (8) 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. If Consignor does not disclose defects and upon Buyer Refusal, it is Consignor's sole responsibility and expense to retrieve horse from Buyer (wherever located); and Consignor remains responsible for Consignment Fee and Commission. A recorded tape will be made of the entire sale which shall be used to determine what announcements were made.
16. Broodmares represented by the Consignor to be in foal are subject to a palpation exam at Buyer's request on the mare's exit from the sale ring. Any broodmare so examined with a pregnancy status found not to be as represented at time of sale may be returned to the Consignor as unsold and Consignor shall pay the Veterinarian's fee for the examination. The Buyer will pay for the examination if the mare is found to be as she was represented through the sale. Mares represented as "exposed" or pregnant, but not advanced far enough in gestation to be pronounced safe in foal, will not be guaranteed pregnant.
17. 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.
18. In the event a Buyer fails to pay for or accept a horse sold to Buyer, the Sale Management Company reserves the right to accept the same purchase amount from another person, accept the next highest bid, put the horse up for sale a second time, or retain it for the Consignor as unsold. The 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.
19. 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.
20. 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.
21. To be in compliance with San Antonio Livestock Exposition Rules and Regulations, no dogs will be allowed on show grounds.
22. 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.
23. 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: \_\_\_\_\_