

2009 SALE:
DATE & LOCATION
TO BE ANNOUNCED



Remit to:
Auction Manager, Jon W. Wales
2151 Harvey Mitchell Parkway Suite 324
College Station, Texas 77840
cell 979-268-4930, phone/fax 979-695-6731
www.texasarabianbreeders.com

TABA Racehorse Sale Consignor Contract

READ BEFORE SIGNING

1. Owner requests T.A.B.A. to accept the entry of the horses listed for consignment to the sale identified herein, which is to be conducted by T.A.B.A. in accordance with the following provisions and the CONDITIONS OF SALE, receipt of a copy of which by Owner as printed in this consignment document is hereby acknowledged.
2. Owner hereby warrants title to each horse so entered, and agrees to defend said title against all adverse claims. Owner hereby avers under penalty of perjury that no horse herein entered, nor any proceeds from the sale thereof, is subject to any lien of any nature whatsoever. Owner makes such averment with full knowledge that T.A.B.A. will rely thereon in accepting for sale the horses herein consigned. Owner appoints as his or her agent to sell at public auction the horses consigned herein, with full authority to transfer title thereto and to receive the proceeds of sale for Owner's account. Owner hereby covenants and agrees to indemnify and hold harmless T.A.B.A. and the SALE GROUNDS from all costs, liabilities, attorney's fees, judgments and expense incurred because of or arising out of any question of title to any horse herein consigned, and dispute concerning identity of and/or accuracy of catalogue information or litigation arising from alleged breach of warranty, misrepresentation, fraud defect or condition of any horse herein consigned or otherwise arising under this contract. Owner acknowledges that he or she is the sole and absolute guarantor of the correct identity of any horse herein consigned; and of the accuracy of any and all information set forth in regard to such horse in the sales catalogue or announced from the auction stand that all title to, interesting, and possession of such horse remains with him or her until title passes to purchaser at time of sale.
3. Owner has read and agrees to be bound by the CONDITIONS OF SALE printed herein, and further agrees to hold harmless T.A.B.A. and the SALE GROUNDS from any damages to him or her in the event that unforeseen circumstances result in change of location, change of time, cancellation, or any modification to the sale. Owner further agrees that T.A.B.A. shall have the right, in its absolute discretion to (1) reject at any time any horse consigned; (2) determine order of sale; (3) assign or change stabling assignments at will, and (4) to make any announcement at any time of sale concerning any horse consigned which is deemed appropriate by T.A.B.A.
4. Owner agrees to pay to T.A.B.A. an entry fee as specified herein for each horse consigned, which payment shall accompany this contract or the consignment may be declared void, without notice by T.A.B.A. Owner agrees that this fee is fully earned by T.A.B.A. when T.A.B.A. accepts the consignment herein. Owner further agrees to pay a sales commission of ten per (10%) OR \$200.00, whichever is greater, on each horse sold for his or her account, such a commission to be deducted from proceeds, if any, of Owner's consignment. Owner agrees that this commission is fully earned by T.A.B.A. at fall of the hammer, and is payable even in the event that the horse is returned to Owner unsold pursuant to the CONDITIONS OF SALE, or terms of this contract. Owner further agrees to pay to T.A.B.A. at the prevailing rate, all amounts customarily charged to consignors by the auction in connection with sale of their horses. Owner agrees that in the event amounts owed by Owner to T.A.B.A. exceed sale proceeds of Owner's consignment, Owner will immediately pay to T.A.B.A. the balance due. Owner further agrees that any amounts owed by him or her to T.A.B.A. fifteen days after billing shall be subject to service charges to two per (2%) per month or portion thereof from date of billing to date of payment. Owner agrees that T.A.B.A. may use any net proceeds of sale of his or her consignment as an offset against any indebtedness on Owner's part to T.A.B.A. or its affiliates.
5. Owner acknowledges that T.A.B.A., when it accepts the consignment hereon, will rely on its planning and promotion of the sale on Owner's consignment being presented for sale. Owner therefore warrants that he or she will not sell, nor offer for sale except under this contract, any horse hereon consigned without written approval of T.A.B.A. In the event such approval is given, Owner agrees to pay T.A.B.A., as liquidated damages, an amount equal to five per cent (5%) of the sales price or the applicable minimum commission, whichever is greater. T.A.B.A. understands that Owner may withdraw any horse in his or her consignment if such horse is claimed from a race, or is unfit for sale for veterinary reasons. Owner agrees that should withdrawal for veterinary reasons be necessary,

he or she will provide T.A.B.A. with a notarized veterinary certificate acceptable to it within seven (7) days of date of withdrawal, stating the specific condition of the horse which necessitates withdrawal stating the specific condition of the horse which necessitates withdrawal. If Owner sells any consigned horse without written approval of the T.A.B.A., fails to present such horse for sale at the auction, or withdraws any consigned horse other than as authorized above, Owner agrees to pay T.A.B.A. as liquidated damages five per cent (5%) of T.A.B.A.'s appraised sales value of the horse, or the applicable minimum commission, whichever is greater. Owner hereby grants to T.A.B.A. a lien on the proceeds of this sale of his or her consignment for all commissions, costs, and damages proved for in this contract, which lien shall be superior to all other liens of any kind or nature whatsoever.

6. Owner agrees that T.A.B.A. shall have the right, in its sole and absolute discretion, to extend credit to the purchaser of any horse in his or her consignment, AND THAT IN THE EVENT SUCH PURCHASER GIVES NOTICE OF REFUSAL TO PAY FOR SUCH HORSE BECAUSE OF CLAIM OR MISPRESENTATION, FRAUD OR BREACH OF WARRANTY REGARDING SUCH HORSE, T.A.B.A. SHALL NOT PAY TO OWNER NET PROCEEDS OF SALE OF SUCH HORSE UNTIL SUCH CLAIM HAS BEEN RESOLVED AND THE PROCEEDS OF SALE HAVE BEEN RECEIVED BY T.A.B.A. Owner agrees that in the event the purchaser of any horse herein consigned fails to sign the Acknowledgment of Purchase form presented to him or her by T.A.B.A. or fails to present themselves to make settlement as provided at CONDITION SIXTH of the CONDITIONS OF SALE, OR SHOULD T.A.B.A. in its sole and absolute discretion, elect not to extend credit to purchaser and the purchaser not pay the full sales price and any taxes hereon in cash, such horse may be put up for resale for Owner's account and T.A.B.A. shall not be liable for any deficit should resale price be less than original sales price. Owner understands that T.A.B.A. will attempt to give him or her notice of such resale, but Owner agrees to hold T.A.B.A. harmless from any adverse consequences of such resale whether or not Owner received notice thereof before the fact. Owner further agrees that should T.A.B.A. elect not to resell such horse he or she will accept refund of such horse to him or her as unsold provided that T.A.B.A. waives sales commission.

7. Owner agrees to provide to T.A.B.A. prior to commencement of sale all documents required to complete the sale; including, but not limited to, the original Arabian Horse Registration papers including the identification supplement if applicable, current certificate of negative Coggins test and health certificate.

8. I SHALL DELIVER TO T.A.B.A. AT LEAST 10 DAYS PRIOR TO THE FIRST SESSION OF THE SALE: THE ORIGINAL ARABIAN HORSE REGISTRATION PAPERS, INCLUDING THE IDENTIFICATION SUPPLEMENT IF APPLICABLE AND EVERY OTHER REQUIRED DOCUMENT FOR EACH HORSE ENTERED BY ME IN THE SALE. IN THE EVENT THAT ANY ARABIAN HORSE REGISTRATION PAPER OR OTHER DOCUMENT IS NOT DELIVERED, T.A.B.A. MAY REFUSE TO SELL THE HORSE OR ASSESS ME A \$10 PER DAY HORSE CHARGE UNTIL THE BEGINNING OF THE SALE.

9. Owner agrees to have all horses hereon consigned available for inspection on the premises of the Sale Grounds between 8:00 A.M. and noon on day prior to sale as herein specified by T.A.B.A. Owner also agrees to remit all fees and signed contract by _____.

10. OWNER HEREBY WARRANTS that if any horse herein consigned has been diagnosed with EPM (EQUINE PROTOZOAL MYELITIS), such fact will be disclosed at time of sale.

11. Owner understands and agrees that he or she is the sole guarantor of the accuracy of all catalogue information regarding any horse herein consigned, and for the accuracy of any announcement regarding such horse at time of sale. Owner agrees to review such information prior to sale, and to report to T.A.B.A. prior to sale any inaccuracies or omissions which may be material; and further agrees to hold T.A.B.A. and Retama Park harmless from any claims arising out of any such inaccuracies or omissions.

12. Owner agrees that any horse herein consigned continues in the Owner's custody and possession for reasonable care and maintenance purposes until it is taken by purchaser in exchange for a stable release issued by T.A.B.A. or as otherwise authorized by Owner. Owner agrees that T.A.B.A. shall have no responsibility to provide veterinary or other care for any horse hereon consigned or to make any necessary veterinary or other examination or to take any necessary blood samples, but Owner hereby authorizes T.A.B.A. to take such action without liability on its part should such action be deemed by it to be necessary.

13. OWNER AGREES THAT T.A.B.A. SHALL IN NO CASE BE REQUIRED TO REMIT TO OWNER NET PROCEEDS OF HIS OR HER CONSIGNMENT UNTIL THIRTY DAYS AFTER DATE OF SALE, and that thirty days after date of sale T.A.B.A. will remit to Owner only those net proceeds which T.A.B.A. has received from purchasers

of Owner's consignment. Owner further agrees that T.A.B.A. will remit to Owner the balance of net proceeds of sale of his or her consignment when it has received payment in full from purchasers of all horses in Owner's consignment, or sixty days from date of sale, whichever is earlier. Notwithstanding anything contained in this paragraph, Owner agrees that T.A.B.A. shall not be required to remit to Owner the net proceeds of sale of any horse which is the subject of a dispute or claim by the purchaser until such dispute or claim is resolved and the proceeds of sale have been received by T.A.B.A. Owner agrees that sales proceeds received by T.A.B.A. but not remitted to owner shall not earn interest for Owner's account, provided, however that T.A.B.A. will in the absence of any claim or dispute credit interest at same rate charged; purchaser on any net amount owing to him or her from the T.A.B.A. for the sale of horses in his or her consignment to this sale, being with the 46th day after conclusion of the sale.

14. Owner agrees that the sole liability of T.A.B.A., should it fail to catalogue correctly, any horse herein consigned, shall be returned of entry fee for such horse. Owner agrees that T.A.B.A. shall not be liable for any damages, actual or consequential, arising out of any such failure.

15. Owner agrees that T.A.B.A. may, in its sole and absolute discretion, waive any of its rights under this contract, but that such waiver of right with respect to any horse shall not constitute a waiver of the same right with respect to any other horse. Owner further agrees to abide by all established customs and practices of sales conducted by T.A.B.A.

16. Owner agrees that this contract be deemed to have been entered into in the state wherein the sale is conducted, and shall be construed under the laws of such state. Owner further agrees that any controversy or claim between him or her and the purchaser of any horse herein consigned, arising out of or relating to this contract or the CONDITIONS OF SALE, or any other breach of the provisions thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association set forth in the Arbitration provision in the CONDITIONS OF SALE, and judgment upon the arbitration award so rendered by, be entered in any court having jurisdiction thereof, subject to the provisions in the CONDITIONS OF SALE relating to collateral agreements.

17. If any provision of this CONSIGNOR'S CONTRACT is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of this CONSIGNOR'S CONTRACT, and they shall be continued and enforced as if illegal or invalid provision had never been inserted therein. The masculine and feminine of any word shall include the neuter.

18. Owner represents that he or she has read all provisions of the CONSIGNOR'S CONTRACT and CONDITIONS OF SALE, and that he or she signs this CONSIGNOR'S CONTRACT with full and complete understanding thereof. Owner warrants that all information provided by him or her or by his or her Authorized Agent or other representative as set forth is true, complete and accurate.

REQUIREMENTS ON ALL CONSIGNMENTS

You must be a member of the Texas Arabian Breeders Association
Annual Membership \$35.00

Signed _____ Date _____
OWNER/OWNERS