



APHA Breeders' Trust Select Sale

Saturday, November 6, 2010
Will Rogers Memorial Center
Fort Worth, Texas

All required paperwork must be received in the APHA office no later than August 10, 2010.

Send Consignment Materials to:



American Paint Horse Association

P.O. Box 961023

Fort Worth, TX 76161-0023

Overnight Deliveries:

2800 Meacham Blvd.

Fort Worth, TX 76137-4603

Enclosed, you will find information and consignment forms for the 2010 APHA Breeders' Trust Select Sale. We invite you to submit only your best quality animals to this prestigious event. Below are important guidelines and detailed information:

- The sale will consist of approximately 50 head of show prospects, show horses and breeding stock.
- All horses must be Breeders' Trust nominated. Broodmares must be in foal to a stallion that was subscribed to the Breeders' Trust for the 2010 breeding year.
- Sale will be held in the John Justin West Sale Arena.
- Consignment deadline is August 10, with a withdrawal deadline of August 30.
- Consignment fee – \$500 which will be deducted from sale proceeds (includes stall and two bags of shavings).
- Commission – 10% of sale price.
- Repurchase fee of \$450.
- Selection Committee evaluates on the basis of overall marketability, pedigree, performance record and accomplishments, conformation and Paint characteristics.
- A maximum of five horses per consignor/owner may be submitted for consideration.
- Consignment is contingent upon receipt of all required paperwork.
- Consignor/owner must be a current APHA member in good standing.
- Notification of acceptance will be made by September 1.

Requirements for Screening Eligibility

Use this checklist to ensure your horse will be eligible for the sale:

- Entry is Breeders' Trust nominated
- Completed and signed consignment form with advertising text
- Original registration certificates (including AQHA, PtHA, etc.)
- Signed transfer (for each registry if registered with any other association)
- Quality photograph suitable for publication, with at least one photograph taken within the last 2 weeks (glossy print preferred)
- Video of horse made within the last 3 months
- Breeders' Certificates for mares in foal. The service sire must be subscribed to the Breeders' Trust for the 2010 breeding year.

By signing the consignment form, you agree to the consignor's contract on the back of this page.

Lot Order

- Hip numbers will be determined by using the first letter of the second dam's name of each horse selling. A random draw will be conducted to determine the beginning letter. For example, if the letter "F" is drawn; all second dams will be alphabetized beginning with the letter "F" and ending with the letter "E" (i.e. a horse with a second dam beginning with the letter "F" would be at the beginning of the sale, while a horse with a second dam beginning with the letter "E" would be at the end of the sale).

International Advertising Exposure

- Sale lots will be featured in the *Paint Horse Journal*.
- Detailed sale catalog will be posted on the Internet and distributed on site during the Fall World Show.
- Sale to be advertised in other select equine publications.

Sale Managed by APHA

- Held in conjunction with the 2010 Fall World Championship Paint Horse Show featuring the most respected auctioneers and ringmen in the country.

For questions or additional information, call Steven Imhof, Sale Coordinator at (817) 222-6441 Monday through Friday, 8 a.m. to 4:30 p.m. Central Standard Time, or email simhof@apha.com.

Consignor's Contract

I hereby consign the foregoing livestock (the "Animal(s)") to the American Paint Horse Association (APHA) Breeders' Trust Select Sale for sale in the designated Sale and inclusion in the Sale catalog subject to the following terms and conditions:

1. I agree to pay the designated Consignment Fee for each Animal and agree that the Consignment Fee will be deemed earned by you on the Withdrawal Date (August 30, 2010). I understand that I have the right to withdraw any Animal at any time prior to the Withdrawal Date and receive a refund of the Consignment Fee by delivery of written notice to you. Effective on the Withdrawal Date, I agree that your authority to sell each Animal will be irrevocable and that each Animal will be offered at the Sale unless the Animal is excused by you. 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 APHA 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 \$250 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 event that my horse is not withdrawn from the sale prior to the withdrawal date, and not excused thereafter by a veterinarian's certificate, and shall fail to be offered for sale for any reason, then I agree to pay APHA a \$1,500 withdrawal penalty. A reserve bid can be placed on any consignment the morning of the sale prior to 11 a.m., pursuant to consignment terms and conditions as published in the Sale catalog. Horses will sell to the highest bidder unless such bid fails to meet or exceed consignor's reserve bid, which the consignor will have placed prior to the sale time. **All fees must be paid prior to Animal's release.**

2. 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 you to advertise and sell each Animal at public auction, to make the representations and warranties set forth in the Sale Conditions on my behalf, to deliver possession of each Animal to the highest recognized bidder, to transfer title thereto and to receive and disburse the proceeds of sale for my account.

3. In addition to the Consignment Fee, I agree to pay you the designated Sale Commission on each Animal, computed on the final recognized bid at the Sale, by whomsoever made, regardless of whether such Animal is or is not sold at such bid. Commission is ten percent (10%) of selling price. A flat pass out fee of \$450 will apply to repurchases or horses offered with unmet reserve bids. You are authorized to deduct all sums owing to you from my account and in the event of any deficiency, I agree to immediately pay you the balance due. All returned checks will be charged a \$35 processing fee and must be replaced with cash or certified funds. In addition, past-due accounts will be charged interest at the rate of eighteen percent (18%) per annum.

4. I understand that you reserve the right to: (a) reject the entry of any Animal in the Sale at any time; (b) approve any assignment of my rights and obligations under this agreement; (c) determine the order of sale of all Animals; (d) assign stabling facilities subject to such stabling policies as you may establish; (e) examine each Animal and make such catalog corrections and announcements as you deem appropriate; (f) change the time, date or location of the Sale should circumstances, in your sole discretion, necessitate such a change; and (g) cancel the Sale if less than 25 quality consignments are received as deemed by the Sale Screening Committee.

5. I agree, at the time of entry, to deliver to you the following documents in a form satisfactory to you with respect to each Animal: (a) all original certificates of registration

(APHA, Pinto, AQHA, etc.) or my certificate that all matters required by the applicable registry have been furnished and issuance of the certificate of registration is pending; (b) all transfer reports and other items required to transfer registration of the Animal to the Buyer; (c) properly signed stallion service and breeders certificates to bred mares; (d) a photograph of Animal, suitable for publication. Decisions regarding selection of the photos used for publication purposes shall be reserved by APHA. All consignors must be current members of the APHA at the time of consignment of sale horses. Upon entrance to the sale grounds, all horses must have a NEGATIVE COGGINS test dated NO EARLIER than May 6, 2010; a health certificate and evidence by a licenced veterinarian of pregnancy for any animal represented to be bred or pregnant within 15 days (no earlier than October 22, 2010) prior to the date the animal sells. **Separate and Original Coggins Report and Health Certificate will be required on each horse. No photocopies will be accepted.** All health paperwork must be turned in at the sale office at 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. I UNDERSTAND THAT YOU WILL WITHHOLD ANY MONIES DUE ME UNTIL ALL SUCH DOCUMENTS ARE DELIVERED.

6. PAYMENT TO CONSIGNORS:

A. Payment to our consignors will begin on the 21st banking day, or the 30th calendar day after the sale, or sooner as checks are cleared.

B. Registration Certificates will not be transferred until the buyer's check has cleared the bank. Papers will be processed within 45 working days following sale.

C. Payment to our consignors will be held until all necessary papers are in the APHA offices.

D. AN ASSESSMENT OF \$100 WILL BE CHARGED ON ANY PROBLEMS IN PROCESSING PAPERWORK.

I agree to provide such information as you might request with respect to the ownership, description, pedigree, produce, performance, health and conformation of each Animal. I understand that you 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 and I agree to review such catalog and promptly notify you of any corrections thereto.

7. All responsibilities and guaranties lie solely between Buyer and Consignor. I represent and warrant to the buyer and APHA the following: (a) title to the animal is free from all adverse claims to ownership, use or possession, (b) the animal is sound of eyes and hearing, (c) the animal is not a "cribber," (d) the animal has not been "nerved," (e) the sex and condition as a gelding or ridgeling of the animal is as described in the Sale Catalog, and that colts or stallions at least 13 months of age at the time of sale possess two palpable testicles descended to the scrotum, (f) the animal is sound of wind, and is not a "bleeder." I understand that my consignment is subject to veterinarian inspection prior to the sale at a potential buyer's discretion and expense. In the event that a horse possesses any of these defects, it shall be the Consignor's sole responsibility to inform APHA, 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. A recorded tape will be made of the entire sale which shall be used to determine what announcements were made. Any horse sold in this sale which has a condition that must be announced as provided in the Conditions of Sale, and is not so announced, shall be subject to return to the consignor so long as procedures of Right of Return as described in Conditions of Sale are met.

8. To accommodate visitors and prospective buyers, I agree to deliver each animal f.o.b. to the sale location by NOON, Thursday, November 4, 2010. 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 your stabling policies. On my failure to so care for any Animal, I agree that you may, at your option, undertake such care and I agree to reimburse you for all expenses of stabling, feed, veterinary care, transportation and maintenance of any Animal. I agree that you will not incur any liability whatsoever for the loss, damage, injury, death or illness of any Animal.

9. I understand that you 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 your Settlement Procedures. In the event a purchaser fails to pay for and receive a horse struck down to him, APHA shall not be held liable for said sale, but shall have the right to accept the same amount from another person, accept the next highest bid, put the animal up for sale a second time or retain it for the seller as unsold.

10. I agree to indemnify and hold you harmless from all claims, expenses and costs (including, without limitation, attorneys fees) arising out of: (a) any question of title to or my authority to sell any Animal; (b) any lien attached or claim asserted against any Animal or the proceeds of sale; (c) any claimed default in my representations or warranties with respect to any Animal; (d) loss or damage to property and injury or death of persons caused directly or indirectly by me, my agents or employees or any Animal; (e) my entry or sale of any Animal; or (f) my default in performance hereunder. I agree to pay you on demand, the full amount of any loss which you may incur in settlement of any claim or demand on account thereof.

11. APHA reserves the right to positively identify each horse consigned and determine age by tooth examination to be made in accordance with the current "Official Guide for Determining the Age of the Horse" as adopted by the American Association of Equine Practitioners. Any discrepancies noted between the animal and information reported on its certificate of registration may result in the animal being removed from the sale.

12. APHA may conduct random drug testing or DNA testing on any or all consignments. Prospective buyers will be given the option to request a drug test at their expense, in accordance with APHA Rule SC-085, on any animal that they have successfully bid on and purchased. If a request for drug testing is made (this request for testing must be made in writing at the time the sale ticket is signed) the animal will be tested by the APHA Drug Testing Staff, either by urine/blood/saliva, one or all, immediately following the sale of the animal. If a positive test is received, the buyer will, at his option, be entitled to a full refund of the purchase price and return of horse (at seller's expense). Further action may be taken against the responsible parties by the APHA Executive Committee if a violation of Rule SC-085 is suspected.

13. I understand that the terms of the Sale Conditions, information as to seller, buyer, purchase price, repurchases and unmet reserve bids may be disclosed as part of information reported on the Sale.

14. I understand that the terms of the Sale Conditions and Settlement Procedures published in the Sale Catalog will govern the sale of each Animal, and I hereby approve the same and agree to be bound thereby. Any disputes and/or conditions not specifically covered by the Consignors Contract, Conditions of Sale, or Settlement Procedures shall be governed by actions of the APHA Executive Committee, and all decisions shall be final.

15. This agreement will be binding on me, my heirs, personal representatives, successors, permitted assigns, any successor in ownership of each Animal and will inure to the benefit of your successors and assigns.

16. HYPP Statement: The APHA does not warrant or guarantee the authenticity or validity of any HYPP certificate or statement by the consignor.

Please sign consignment form



APHA Breeders' Trust Select Sale

Saturday, November 6, 2010
Will Rogers Memorial Center
Fort Worth, Texas

*All required paperwork and
fees must be received in
the APHA office by **August 10, 2010.***

Complete and sign this form and return with original registration certificates (APHA, Pinto, AQHA, etc.), signed transfers, valid Breeder's Certificate (if applicable), quality photograph that is suitable for publication (one taken within two weeks of submission), and a recent video.

Return completed forms to: APHA, Attn: Breeders' Trust Select Sale Consignment, P.O. Box 961023, Fort Worth, TX 76161-0023
Overnight Deliveries: APHA, Attn: Breeders' Trust Sale Consignment, 2800 Meacham Blvd., Fort Worth, TX 76137-4603

For additional information, please call Steven Imhof at (817) 222-6441, or e-mail simhof@apha.com

Horse's Name: _____ APHA Reg. Number: _____

Foaling Date: _____ Color: _____

Sex: Stallion Gelding Mare (please complete broodmare section below if mare is in foal)

Sire: _____ Reg. Number: _____

Sire is registered with: APHA AQHA Jockey Club

Dam: _____ Reg. Number: _____

Mare is registered with: APHA AQHA Jockey Club

Entry is nominated to the APHA Breeders' Trust (required): Yes

Entry is nominated to the APHA Breeders' Futurity: No Yes

Entry is registered with any other registry in addition to APHA: No Yes If yes, please list registries: _____

Entry is entered in 2010 Fall World Championship Show: No Yes If yes, indicate classes to be shown in: _____

Other eligibilities/incentives include: _____

Broodmare Information

Bred To: _____ Reg. Number: _____

Sire is registered with: APHA AQHA Jockey Club

Last Breeding Date: _____ Expected Foaling Date: _____

Consignor Information

Name for Catalog: _____ APHA ID Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone: _____ E-mail: _____

I have read and agree to the conditions of entry in the sale contract.

Signed: _____ Date: _____

Please see reverse to provide copy about this horse to be used in the Sale Catalog.

