

CONSIGNORS CONTRACT

By entering an animal or animals in any sale conducted by FLORIDA HORSE SALES, (here after known as THE SALE), and the CONSIGNOR or his Agent signing this entry blank, the CONSIGNOR does there by agree to the following terms and conditions.

The CONSIGNOR agrees that after having consigned stock to the THE SALE that no animal will be withdrawn from the SALE, except in case of injury or sickness, per vet statement, subsequent to the time of sufficient in nature to prevent realizing a fair price. Substitutions will be accepted.

The animals consigned to the SALE are the risk of the CONSIGNOR until sold and fully paid for. The CONSIGNOR is the responsible party, THE SALE acts implies as an agent. The CONSIGNOR guarantees the title of the property to the buyer and thereby represents that there are no claims against, no lien upon, nor ownership, in whole or in part of any animal entered by them that can in anyway interfere with its rightful sale and delivery, or that can hereafter deprive the purchaser of full, complete and peaceful ownership. Any serious irregularities or unsoundness of any kind shall be furnished to the SALE MANAGEMENT, including CRIBBERS, BLEEDERS, and NYPP P/P horses, and the right to announce such finding is hereby granted. Violation of this clause may give the buyer the right to return any horse to the CONSIGNOR at location of purchase or agreed upon location, who must pay the commission fee.

THE CONSIGNOR HAS THE RIGHT TO “NO SALE” THEIR ANIMAL ONLY WHILE IT IS STILL IN THE RING IF THE AMOUNT BID IS NOT ACCEPTABLE. THE OWNER CANNOT “NO SALE” THE ANIMAL ONCE IT HAS LEFT THE RING!!!!

If a mare is sold as being palpated and in foal and then proves not to be in foal upon examination by a qualified veterinarian within 72 hours the CONSIGNOR agrees to receive the mare back as being unsold, and shall forfeit the entry and consignment fee.

Each and every animal consigned to the SALE must have a negative, original “COGGINS TEST” within the last twelve months, and the CONSIGNOR agrees to provide the SALE MANAGEMENT with the official original laboratory certificate on SALE DAY. The Department of Agriculture must certify the only copy accepted.

THE SALE is authorized to decline any bid by any person who, in its judgement, is not reliable or is not a responsible party. In case any purchaser fails to pay for and receive any animal struck down to them THE SALE is authorized to accept the same from another person, or to accept the next highest bid, or it may, in it’s judgement be to the best interest receive it back as unsold, without attaching any liability to the SALE MANAGEMENT. This condition includes in it’s obligation the stop of payment of check or charge, or any action of that nature which includes cases where the horse has been removed from the premises by the PURCHASER and payment of check is stopped or is returned marked insufficient funds, no account and the like.

THE SALE will make payment to the CONSIGNOR for property sold the day of sale, following the sale of animals and payment by purchaser as long as all paper work is in order.

THE SALE shall not be responsible for loss or damage to horses, equipment, or persons from injury, accident, fire, theft, etc, in any manner, before, during, or after sale.
The CONSIGNOR agrees to transact all business through the SALE OFFICE whether the animal is sold before, during, or after the sale on that sale date. If you are found to have not conducted your transaction through the office the seller will be charged twice the amount of the normal commission, and the purchaser will also be charged 8% of the selling price.

The laws of the STATE OF FLORIDA will govern this contract.

Signature _____

FLORIDA HORSE SALES ENTRY BLANK

SALE DATE _____

I enter the animal described below for auction to be held at Southeastern Pavilion and subject to conditions hereon, which I acknowledge to have carefully read and examined, and which I fully accept and agree to be the contract between us;

TERMS OF COMMISSION: An entry fee of \$100.00 and if sold 8% of the selling will be charged. The Entry Fee will be forfeited on each animal cataloged and/or advertised or offered, (on account of being out of condition, passed without a bid, to cover cataloging, stall, and other expenses. Once the animal is posted on our Website and then sold an 8% commission will also be charged. Substitutions will be accepted.

Signature of party making entry _____ Printed Name _____ Date _____

Mailing Address _____ City _____ St _____ Zip Code _____ Phone w/Area Code _____

Consignment as to appear in catalog (name, farm, ranch, agent _____ Name of Animal _____

Reg. No _____ Breed _____ Sex _____ Date Foaled _____ Color _____

If Bred Dates Served _____ Name of Stallion _____ Breed _____

THE FOLLOWING MUST BE ENCLOSED WITH THE CONSIGNMENT

1. **THE CONSIGNMENT FEE OF \$100.00 AND A COPY OF REGISTRATION PAPERS; OR SEND THE ORIGINAL REGISTRATION PAPERS AND THE \$100.00 FEE WILL BE DEDUCTED ON DAY OF SALE.**
2. **Original "COGGINS TEST" MUST BE PRESENTED DAY OF SALE. IF THE WHITE WITH PICTURE IT MUST HAVE ORIGINAL SIGNATURE OF THE VET. NO COMPUTER GENERATED. IF RE-SIGNED BY VET IT MUST ALSO HAVE THE DATE OF SIGNING.**
3. **ENTRY WILL NOT BE ACCEPTED UNTIL SIGNED CONTRACT AND THE ABOVE HAVE BEEN RECEIVED/**
4. **REMARKS FOR CATALOG**

FLORIDA HORSE SALES

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