

# CONSIGNOR'S CONTRACT: READ BEFORE SIGNING

**TO: Breeders Sales Company of Louisiana  
P.O.Box 24650  
New Orleans, Louisiana 70184**

- Please enter and catalog in the Sale listed on the face side of this contract the horses listed on the preceding pages.
- I hereby warrant title to each animal herein entered by me, and agree to defend said title against all adverse claims. I appoint Breeders Sales Company of Louisiana as my agent in the named Sale at public auction of the named animals with full authority to transfer thereto and to receive the proceeds of such Sale for my account. I covenant and agree to identify and hold harmless Breeders Sales Company of Louisiana from any and all costs, liabilities and sundry expenses (including attorney's fees) incurred because of or arising out of any question of title to any or all of the named animals, or any disputes concerning identity or engagements of any or all of the named animals, any attachments, or claims against the net proceeds from the Sale thereof. I hereby represent and aver under penalty of perjury that no horse herein entered by me is subject to any lien of any nature whatsoever and I make such representation and averment with full knowledge that the auctioneer has relied on such representation and averment in accepting for Sale the horses herein consigned by me. I agree also that I am the sole and absolute guarantor of the correct identity of any and all horses sold by me in this Sale, and that all title to, interest in and possession of the named animals shall remain with me until title passes to the buyer or buyers at time of Sale.
- I agree to be bound by the Conditions of Sale printed on this contract which I have read and further agree to hold Breeders Sales Company of Louisiana harmless of any damage to me in the event that unusual or unforeseen circumstances result in the change of location, change of time or date, cancellation, or similar modification of name Sale.
- I agree to pay Breeders Sales Company of Louisiana an entry fee as follows: \$400.00 for each yearling or \$250.00 mixed sale horse entered in the sale by me; The entry fee for each horse shall accompany this contract or the entry may be voided by the Breeders Sales Company of Louisiana. In each and every case, the entry fee is earned at the time of receipt and is non-refundable. I further agree that Breeders Sales Company of Louisiana shall deduct from my account and retain a sales commission on each horse as follows: (1) 5% of the final bid, or a minimum of \$400.00 for yearlings, or \$100.00 for mixed sale horses, whichever is greater. I further agree that this commission shall be considered earned at the fall of the hammer and is payable even in the event the animal is returned to me as unsold pursuant to the conditions of the sale.
- I hereby authorize Breeders Sales Company of Louisiana to extend credit to any purchaser of any horse herein entered by me, except that I reserve the right to revoke this authorization within thirty minutes of sale of such animal. I further agree that in the event the purchaser of any animal sold by me in the named Sale shall give notice of refusal to pay for such animal because of claim of misrepresentation or defect of such animal, Breeders Sales Company of Louisiana may withhold payment of net proceeds of sale of such animal until settlement by it of such claim. I agree that payment to me of net proceeds of sale of any horse or horses sold by me in this Sale be made by Breeders Sales Company of Louisiana no less than thirty days from date of Sale, to allow for expiration of warranties before settlement. I agree that in the event the successful bidder for any horse or horses entered by me in the named Sale fails to present himself to arrange for settlement as provided for at Conditions Fourth of the Conditions of Sale, or should such bidder on presenting himself be determined to be financially irresponsible by Breeders Sales Company of Louisiana, such horse or horses may be immediately put up for resale for my account and Breeders Sales Company of Louisiana shall not be liable for any deficit should the final bid on resale be less than that of the initial Sale. I further agree that should conditions make immediate resale as herein provided impossible, the horse or horses may be returned to me as unsold on tender of return of entry fee and waiver of sales commission by Breeders Sales Company of Louisiana.
- I agree that I will not, prior to the named Sale, sell privately, nor make any commitment to sell, nor otherwise dispose of any animal entered by me in the named Sale, and that should I fail to abide by this contractual obligation, I shall forthwith pay to Breeders Sales Company of Louisiana the sum of \$200.00 or a sum equal to 5% of the actual private sales price of the animal, whichever is greater, whether such private sale is consummated prior to or 60 days following the named Sale. It is understood between the parties of the contract that should any animal entered by me in the named Sale be claimed, or be sick or injured to an extent rendering it unfit for Sale, such animal may be withdrawn without penalty on presentation to Breeders Sales Company of Louisiana a veterinarian's certificate saying the nature of the withdrawal. I further agree that should I withdraw any horse entered by me, the auctioneer shall have the right to have such horse or horses examined by a veterinarian of its choice. Should such veterinarian not concur that withdrawal is justified under the facts, I further agree to the appointment of a referee veterinarian acceptable to both the veterinarian representing me and the veterinarian representing auctioneer, whose opinion in the matter shall be final and binding on all parties. Any animal or animals not presented for a reason not contemplated herein before shall be subject to a withdrawal fee of \$200.00, which I agree to pay forthwith to Breeders Sales Company of Louisiana immediately after the named Sale.
- I agree that Breeders Sales Company of Louisiana shall have the sole power to 1) reject any entry at any time upon tender or return of entry fee; 2) to determine order of sale of all entries; 3) to assign or change stabling facilities as it deems necessary; and 4) to make or not to make any special announcements at time of sale concerning any animal entered.

- I hereby state and affirm that to the best of my knowledge and belief, no animal entered by me is afflicted with locomotor ataxia ("wobbles") nor has any bone fracture, chip, or fissure affecting its racing soundness. I agree that should such defects which has not been announced become known to the purchaser and reported in writing to Breeders Sales Company of Louisiana within 7 days of date of sale, such bone fracture, chip or fissure be in the opinion of experts in the field of radiology to have originated prior to date of sale, such horse may be returned to me as unsold upon tender of return of entry fee and tender of return of horse to place where sold.
- I agree to deliver to Breeders Sales Company of Louisiana, for each animal entered by me, a certificate from an approved laboratory based upon the most recent Coggins Test for Equine Infectious Anemia (EIA) administered to such animal (which test shall have been performed and completed within six months of date of sale) indicating a negative result of such test.
- I agree to deliver to Breeders Sales Company of Louisiana for each in foal broodmare entered by me, a Stallion Service Certificate signed by the stallion owner or his authorized agent.
- I represent that I have read the foregoing terms and conditions of Sale and have signed this contract with full and complete understanding thereof.
- The Custodian of The Jockey Club Registration Certificates is hereby authorized to deliver the Registration Certificates of any horse entered in this sale to Breeders Sales Company of Louisiana P.O. Box 24650, New Orleans, Louisiana, 70184.

I wish to be stabled, if possible, near: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Owner

Authorized Agent

Date: \_\_\_\_\_

**NTRA Dues (Voluntary):** To support the National Thoroughbred Racing Association (NTRA) in its efforts to increase Thoroughbred Racing's public awareness, fan base, total handle and purses, each consignor and buyer is being asked to pay 1/4 of 1% of the sales price of each Thoroughbred sold as dues to the NTRA. That means a \$2.50 dues payment for every \$1,000 of sales price or \$125 on a \$50,000 horse. Do you authorize Breeders Sales Company of Louisiana to deduct these dues directly from your sales proceeds and remit them to the NTRA on your behalf?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

## LOUISIANA THOROUGHBRED BREEDERS ASSOCIATION'S BREEDERS SALES COMPANY OF LOUISIANA

### \*\*\* CONSIGNOR'S CONTRACT \*\*\* AT EQUINE SALES OF LOUISIANA FACILITY OPELOUSAS, LOUISIANA

P.O. Box 24650  
New Orleans, LA 70184  
(504) 947-4676  
800-772-1195

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CELLULAR: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

TO BE SOLD IN THE NAME OF: \_\_\_\_\_

*(As to appear in the catalogue)*

PAY SALES PROCEEDS TO: \_\_\_\_\_

*(As reportable to the IRS)*

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

S.S. OR TAX I.D. NUMBER: \_\_\_\_\_

*(your sales proceeds will not be paid until this section is complete & W9 Form on file with BSCOL)*

#### SALES DATES

**OCTOBER 2, 2021 - OPELOUSAS, LOUISIANA**

**ENTRIES CLOSE JULY 9, 2021**

#### IMPORTANT NOTICES:

- \* \$400 entry fee per yearling \$250 per horse for mixed sale and Jockey Club Registration Certificate must accompany this form or be assigned to BSCOL.
- \* Entry fee is earned upon receipt of contract and is non-refundable.
- \* This contract will not be accepted without (1) Jockey Club Certificate of Registration, (2) Stallion Service Certificate (for broodmares), (3) entry fee, and (4) the signature of the consignor or his authorized agent on the last page.
- \* All required documents must be on file in the sales office prior to the sale.
- \* Repository x-rays and veterinary reports must be on file prior to sale day.
- \* Any horse consigned that is unsound in eyes, wind, or is cribber, must be so noted on this contract.

#### REQUIRED DOCUMENTS TO BE ON FILE:

- \_\_\_\_\_ REGISTRATION CERTIFICATE
- \_\_\_\_\_ ORIGINAL COGGINS TEST (dated 6 months)
- \_\_\_\_\_ HEALTH CERTIFICATE (dated 30 days)
- \_\_\_\_\_ STALLION SERVICE CERTIFICATE (IN FOAL BROODMARES)
- \_\_\_\_\_ COPY OF APPLICATION FOR REGISTRATION (for weanlings and yearlings if certificate has not been issued)

**ALL INFORMATION REQUESTED MUST BE PROVIDED — INCOMPLETE CONTRACTS WILL BE RETURNED TO THE CONSIGNOR.**

WEANLINGS — YEARLINGS ONLY

NAME	COLOR	SEX	SIRE	DAM	DAM'S SIRE	Acc. LA Bred	Stakes Engagements
	FOALING DATE						
						Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/> LOUISIANA FUTURITY <input type="checkbox"/> OTHER
						Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/> LOUISIANA FUTURITY <input type="checkbox"/> OTHER
						Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/> LOUISIANA FUTURITY <input type="checkbox"/> OTHER
						Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/> LOUISIANA FUTURITY <input type="checkbox"/> OTHER
						Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/> LOUISIANA FUTURITY <input type="checkbox"/> OTHER
						Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/> LOUISIANA FUTURITY <input type="checkbox"/> OTHER
						Yes <input type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/> LOUISIANA FUTURITY <input type="checkbox"/> OTHER

BROODMARES — OLDER HORSES

NAME	COLOR	SEX	SIRE	DAM	DAM'S SIRE	FOR BROODMARES			
	FOALING DATE					Produce of Last 2 Years		Bred in 2021	
						Year	Sex	Sire	Sire Last Service Date
						2020			In Foal ( ) Barren ( )
						2021			
						2020			In Foal ( ) Barren ( )
						2021			
						2020			In Foal ( ) Barren ( )
						2021			
						2020			In Foal ( ) Barren ( )
						2021			
						2020			In Foal ( ) Barren ( )
						2021			
						2020			In Foal ( ) Barren ( )
						2021			

**CONDITIONS OF SALE**

**FIRST — APPLICABLE LAW:** All horses in this sale are offered according to the laws of the State of Louisiana. Any horse offered in this sale is sold with all defects except as warranted under Condition Seventh below. The right to bid, as provided under law, is reserved for all consignors unless otherwise announced.

**SECOND — BIDDING PROCEDURE:** Unless waived by announcement, there shall be an upset price of \$1,000 for any yearling entering the sales ring or \$300 on all other horses entering the sales ring. If an opening bid of the upset price is not immediately forthcoming to the auctioneer's call, the animal shall be passed out as unsold. The highest bidder shall be the buyer. Successful bidder shall forthwith sign the Acknowledgement of Purchase: should Acknowledgement of Purchase not be presented to him for signature prior to commencement of bidding on the next lot offered, he shall forthwith identify himself to auctioneer as purchaser, and sign Acknowledgement of Purchase when presented. Right of successful bidder is not impaired in case of signing of Acknowledgement of Purchase by another provided that such bidder acts in accordance with this Condition of Sale and CONDITION OF SALE THIRD below.

**THIRD — BIDDING DISPUTES:** Should any dispute arise between or among two or more bidders, the auctioneer shall forthwith adjudicate the dispute and his decision shall be absolute, final and binding on all parties. Bids received after fall of hammer are not grounds for dispute. Bids acknowledged by bid spotters employed by the undersigned are recognized as tendered to auctioneer, but in case of dispute, the bidding on the horse shall be forthwith reopened for advance 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 any dispute, advance bidding shall be restricted to the contending parties, but should the recognized bid be reduced below the bid at commencement of dispute, then the bidding is reopened to all bidders regardless of whether or not final bid exceeds bid which was disputed. The auctioneer reserves the right to reject any or all bids.

**FORTH — TITLE RISK AND DELIVERY:** Title passes to purchaser at fall of hammer, at which time he assumes all risk and responsibility for the horse. Purchaser or his representative shall take care, custody and control of the animal immediately after the fall of the hammer and such taking shall constitute delivery of animal, which shall be contingent upon purchaser presenting himself to the cashier of the undersigned to make settlement. Purchaser must so present himself within thirty minutes of conclusion of the sales session in which the horse is sold at which time delivery will be made in form of a "Stable Release" for the horse, provided that purchaser satisfactorily makes settlement. After delivery, purchasers shall remove horses by noon on the day following sale, and shall be subject to stable charges as determined by undersigned should they fail to do so.

**FIFTH — TERMS FOR SETTLEMENT: MAKE SETTLEMENT WITH CASHIER OF THE UNDERSIGNED. PAYMENTS TO OTHERS, INCLUDING CONSIGNORS OR THEIR REPRESENTATIVES, ARE NOT RECOGNIZED AS SETTLEMENT.** Purchasers shall make settlement within thirty minutes of conclusion of sales session in which the horse is sold for the full purchase price, such settlement to be in the form of U.S. currency or approved bank check, certified check or traveler's check: unless credit shall have been approved in advance and/or by officers of the undersigned. Bidders are cautioned that approval of credit for prior sale does not establish credit for purchase at this sale. To avoid any misunderstanding, they must re-establish credit prior to bidding. Purchasers to whom credit is extended shall pay in full for their purchases within fifteen days of sale, failing which undersigned may, at its sole and absolute discretion, declare purchaser in default. Any lots not paid for in full fifteen days after sale and not declared as default by undersigned shall be subject to a FINANCE CHARGE of one percent per month from date of sale on all amounts owing at fifteen days until such lot or lots have been paid in full.

**SIXTH — DEFAULTERS:** Purchasers who fail in any respect whatsoever to pay for horses as provided for at CONDITION OF SALE FIFTH above shall be declared in default. Any horse purchased by a defaulter may be resold by the undersigned at public auction or private sale without notice for purchasers account, cost of such resale to be borne by defaulter. Should such resale fail to satisfy the defaulter's account in full, defaulter shall pay forthwith to undersigned the amount owing, failing which the undersigned may bring suit against defaulter: should the undersigned prevail, defaulter shall pay all reasonable attorney's fees and costs of such litigation.

**SEVENTH — WARRANTIES - SOUNDNESS:** Unless otherwise announced at time of sale, there is no guarantee of any kind as to the soundness or condition or other quality of any horse sold in this sale except that horses which are unsound in eyes or wind, or are cribbers must be announced. In case of horses of less than racing age, there is no guarantee as to soundness of wind. In addition, and horse sold as a horse of racing age which is nerved, is a bleeder, or is currently on the Starter's, Stewards, or Veterinarian's list in the State of Louisiana must be announced at the time of sale. Any animal sold in this sale which is described at time of sale as colt, and does not at such time have two testes descending to scrotum: or is described at time of sale as a gelding and is at such time a colt or ridgeling: shall be subject to return to consignor as provided for at CONDITION EIGHTH below except that warranty with respect to descended testes does not apply to any horse sold prior to July 1 of his yearling year.

**EIGHTH — RIGHT OF RETURN:** Any horse sold in this sale whose condition must be announced as provided for at CONDITION SEVENTH above, and is not so announced shall be subject to return to consignor as refund of purchase price and reimbursement for all legitimate expenses incurred on behalf of the horse from fall of the hammer, provided that immediately on learning of such defect, buyer shall forthwith notify the undersigned in writing with veterinary certificates as to defect attached, such notification to be given within seven days of sale. All warranties of whatever sort shall terminate seven days from date of sale.

**NINTH — CATALOG AND ANNOUNCEMENTS:** The auctioneer and BREEDERS SALES COMPANY OF LOUISIANA, are not responsible for any statements made in this catalog or from the auction stand concerning horses listed herein for sale, nor for any warranties expressed or implied on their behalf. Horses listed in this category are sold with their engagements, pregnancy status, and/or produce record as listed herein or announced from the auction stand at time of sale, such information being as represented by consignor, to whom only shall purchaser look for redress in case of error or omission. The undersigned will endeavor to have all catalog information correctly stated: but the consignor is responsible for correction of any errors or omissions.

**TENTH — AGENTS:** All agents purchasing horses for clients and/or consignors shall make known to the undersigned the name of their principals and shall sign an agent's authorization slip with the cashier of the undersigned.

**ELEVENTH — BROODMARES:** Each broodmare in the sale shall be offered with a veterinary certificate provided by BREEDERS SALES COMPANY OF LOUISIANA, showing her to be either 1) in foal, in the opinion of the examining veterinarian, based on manual examination within ten days prior to date of sale, or 2) barren, and apparently free of infectious diseases and in sound breeding condition in the opinion of the examining veterinarian, based on speculum examination within ten days prior to the date of sale. Any purchaser of a broodmare sold in this sale may have her examined within 24 hours after the fall of the hammer, and prior to removal from sale premises, by a veterinarian acceptable to the undersigned. Any broodmare so examined whose pregnancy status is found not to be represented at time of sale may be returned to consignor as unsold, and consignor shall pay the veterinarian's fee for examination. There is no guarantee as to breeding soundness of any filly or mare sold unless such animal be specifically designated as a broodmare prospect.

**TWELFTH — BREEDING CONTRACTS:** Any contractual agreements between owners of broodmares in this sale and owners of stallions to which these mares may have been bred do not follow the mares unless so announced at time of sale. The possible return to any stallion or possible refund of any stud fee does not go with any broodmare unless so announced at time of sale.

**THIRTEENTH — ARBITRATION:** 1. Any controversy arising out of a claim arising under CONDITIONS SEVENTH, EIGHTH, and NINTH shall be settled by arbitration between the buyer and consignor pursuant to the following procedure. Upon the auctioneer's determination that a claim under such CONDITIONS OF SALE has been timely and properly presented by the buyer pursuant to these CONDITIONS OF SALE, and upon notice from the auctioneer, the buyer and the consignor shall each select a licensed veterinarian acceptable to the auctioneer. If the veterinarians fail to agree promptly as to the validity of the claim, they, or the buyer and the consignor involved in the controversy, shall agree upon a third licensed veterinarian. If such two veterinarians, or the buyer and the consignor, are unable to agree promptly upon the third veterinarian, the auctioneer shall appoint the third veterinarian. The third veterinarian's fee, expenses and costs shall be paid by the party whose property the horse is determined to be. The panel of three veterinarians shall conduct any tests, investigation, or examinations which they deem necessary, and may, in their discretion, conduct a hearing by notifying the auctioneer to arrange for the hearing, and shall, by majority vote, determine the validity of the claim. The auctioneer shall determine the amount of reimbursement due to a buyer whose claim is found to be valid and may, in its sole discretion, conduct a hearing to aid in making such a determination, and such determination shall be incorporated in the award. 2. Any other controversy between or among the buyer, consignor and auctioneer arising out of a claim made under these CONDITIONS OF SALE shall be settled by arbitration among the parties in accordance with the rules of the American Arbitration Association. 3. Arbitration under 1 or 2 above shall take place in New Orleans, Louisiana. Judgement upon any award rendered by the arbitrator(s) may be entered by any party and any court having jurisdiction thereof. The auctioneer will be entitled to reimbursement from the party whose property the horse is determined to be for reasonable attorney's fees and other costs incurred in the arbitration and any related court proceedings.

**FOURTEENTH — SEVERABILITY:** If any provisions of these CONDITIONS OF SALE is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of these CONDITIONS OF SALE, and they shall be continued and enforced as if such illegal or invalid provisions had never been inserted herein.