

BREEDERS SALES COMPANY OF LOUISIANA, INC. YEARLING SALE CONSIGNORS CONTRACT



to be held
SEPTEMBER 29, 2015

Breeders Sales Company of Louisiana, Inc.
P.O.Box 24650, New Orleans, Louisiana 70184
www.louisianabred.com



ENTRIES CLOSE JUNE 15, 2015

All horses must be on the grounds by noon, Sunday, September 27, 2015

OWNER INFORMATION:

Name _____

Address: _____

City: _____ State : _____ Zip: _____

Phone: _____

Cell: _____

Fax: _____

E-Mail: _____

CONSIGNOR INFORMATION:

To be sold
in the name of: _____
(As to appear in the catalogue)

Address: _____

City: _____ State : _____ Zip: _____

Phone: _____

Cell: _____

Fax: _____

E-Mail: _____

A W-9 (ENCLOSED) MUST ACCOMPANY CONTRACT ATTESTING TO NAME AND TAX ID INFORMATION OF WHOM THIS PAYMENT IS TO BE MADE.

IMPORTANT NOTICES:

- **\$375 entry fee per horse** (\$325 if paid with contract). **Jockey Club Registration Certificate**, and **W-9 MUST ACCOMPANY THIS FORM.**
If contract is accepted after entries close the fee will be \$450 per horse.
- Entry fee is earned upon receipt of contract and is nonrefundable. Entry Fee or Jockey Club Registration Certificate must be received by June 15th.
- This contract will not be accepted without (1) Jockey Club Certificate of Registration (Keep a copy for your Coggins Test), (2) entry fee, (3) the signature of the consignor or his authorized agent on the back of this page, and (4) completed W-9 for IRS.
- 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
(please retain a copy for your records.)
- Original coggins test
(dated 6 months)
- Health Certificate
(dated 30 days)
- W-9
(for the person to be paid)
- Authorized Agent
(if using a consignor)

All Information Requested Must Be Provided - Incomplete Contracts Will Be Returned to the Consignor

NAME	COLOR	SEX	SIRE	DAM'S SIRE	Acc. Louisiana Bred <input type="checkbox"/> Yes <input type="checkbox"/> No
	FOALING DATE	DAM		STAKES ENGAGEMENTS <input type="checkbox"/> Louisiana Futurity <input type="checkbox"/> Elge Rasberry <input type="checkbox"/> A.L. Erwin <input type="checkbox"/> Other _____	
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Copies can be made for additional line items.

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. 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. Minimum acceptable increases in bidding are \$100 to \$25,000 and \$500 thereafter. 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 may be subject to a FINANCE CHARGE of one and one half 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 purchaser's 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. Any animal sold in this sale which is described at time of sale as a 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 with 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 certificate 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 after which purchaser shall have no right of return of any animal for any reason whatsoever.

NINTH — CATALOGUE AND ANNOUNCEMENTS: The auctioneer and BREEDERS SALES COMPANY OF LOUISIANA, Inc. are not responsible for any statements made in this catalogue 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 catalogue are sold with their engagements, 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 catalogue 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 — ARBITRATION: 1. Any controversy arising out of a claim 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 such 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.

TWELFTH — 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.

All accredited Louisiana bred foals of 2014 auctioned in these sales are eligible to either the A.L. "Red" Erwin Memorial Stakes or the Elge Rasberry Memorial Stakes.