



Midwest Auction Company, LLC  
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## **Entry Contract – November 23, 2021 Auction**

Subject to the terms and conditions set forth hereafter and in the sale catalogue, I enter the animal described below to be sold at the Midwest Mixed Sale conducted by the Midwest Auction Company, LLC.

Name of Horse \_\_\_\_\_ Freeze Brand \_\_\_\_\_

Color \_\_\_\_\_ Sex \_\_\_\_\_ Foaling Date \_\_\_\_\_ Gait \_\_\_\_\_ Embryo Trans \_\_\_\_\_

Sire \_\_\_\_\_ Dam \_\_\_\_\_

**Broodmares:** In Foal to for 2022 \_\_\_\_\_ Last Bred Date \_\_\_\_\_

(IMPORTANT: ALL MARES SOLD IN FOAL MUST HAVE A VET STATEMENT CONFIRMING STATUS DATED WITHIN 7 DAYS OF THE SALE)

Mare Produced Foal in 2021 \_\_\_\_\_ (yes or no) If yes, sire of foal \_\_\_\_\_

**Racehorses:** Record \_\_\_\_\_ Earnings (at time of entry) \_\_\_\_\_

Consigned by (as will appear in catalogue): \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Your Signature \_\_\_\_\_ Date \_\_\_\_\_

IMPORTANT: Owner's Statement and Stakes Engagements (Please fill out attached form)

### **Rates:**

Entry Fee due with this contract: \$225

Sale Day Commission: Greater of 6% or \$250 (see following Terms and Conditions)

Racelines: Will be included on all racehorses (Free)

### **Settlement Check (100% of net proceeds paid to one party only, no splits):**

Check Payable To: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



**CONSIGNOR'S CONTRACT**  
**Terms and Conditions**

I enter the foregoing described horse in Midwest Mixed Sale in Shipshewana, Indiana to be held by Midwest Auction Company, LLC (the "Company") on November 23, 2021, subject to the published terms and conditions of the sale appearing in the 2021 Midwest Mixed Sale book and terms of this contract which I have carefully read and examined, and all of which I hereby fully accept and agree to be the contract between us. I certify that I (the "Consignor") am either the sole owner of the horse listed on this contract, or fully authorized by the owner and/or co-owners to act as agent. For the remainder of this contract, I make all representations or warranties as owner with respect to my horses or as duly authorized agent for the Owner or co-owners with respect to all agent horses:

1. Consignor must deliver the entered horse to the place of sale prior to the beginning of the day on which the horse is to be offered for sale. Company disclaims all responsibility and is hereby released from and indemnified for illness or injury to any horse or to any person or persons or property from any cause prior, at, or subsequent to the sale. Such liability shall be and remain the sole financial responsibility of the Consignor and as such, Consignor should obtain adequate liability coverage. It is understood and agreed that the horse will be presented for sale upon the terms and conditions stated in the Sale Catalog.
2. THE COMPANY'S COMMISSION SHALL BE \$250 OR 6 PERCENT OF THE LAST BID ACCEPTED BY THE AUCTIONEER OR ANNOUNCED RESERVE PRICE FOR EACH HORSE, WHICHEVER IS GREATER, SUBJECT TO THE FOLLOWING: IF ANY HORSE COVERED BY THIS CONTRACT IS ACCEPTED FOR ENTRY BUT NOT PRESENTED FOR SALE FOR ANY REASON OTHER THAN THOSE EXPRESSLY PERMITTED BY PARAGRAPH 3 BELOW, CONSIGNOR SHALL FORFEIT THE \$225 ENTRY FEE AND PAY 6% COMMISSION ON THE FAIR MARKET VALUE OF THE ANIMAL, OR \$250, WHICHEVER IS GREATER. THE COMPANY RESERVES THE RIGHT TO DETERMINE THE FAIR MARKET VALUE AT ITS SOLE DISCRETION. IF SAID HORSE IS SOLD ELSEWHERE PRIVATELY OR PUBLICALLY AFTER DATE OF ENTRY, CONSIGNOR AGREES TO PAY THE COMPANY 6% OF THE SALE PRICE OR \$250 MINIMUM, WHICHEVER IS GREATER.
3. The only exceptions to payment of the amounts set forth in paragraph 2 above shall be in the event a horse is not presented for sale due to its death, because it has been claimed, or because it does not reach the \$1000 minimum bid ("upset price") in the sales ring. In the event of a horse's death, evidenced by an acceptable veterinarian's certificate, Consignor shall pay the sum of \$50 to cover costs. In the event a horse has been claimed, Consignor shall pay the Company \$250, in addition to the \$225 entry fee. In the event the horse does not reach the \$1000 minimum bid, Consignor shall pay the sum of \$50 to cover costs.
4. Upon execution of this contract, Consignor shall pay to the Company a NONREFUNDABLE entry fee of \$225 for each horse entered. This entry fee should accompany an executed copy of this contract and the signed registration certificate.
5. Consignor shall retain dominion and control of said horse until its sale. The Company shall have no liability with respect to any movement of horses, whether by Company personnel or otherwise, necessitated by operation of the sale.
6. The Company shall bear the risk of a credit buyer's financial ability to pay (provided the Company has expressly extended credit either before or after sale and further subject to paragraphs 10 and 22 below). All other risks in connection with the sale of any horse shall be borne by Consignor, including but not limited to: (i) THE ACCURACY AND COMPLETENESS OF ALL PRINTED MATERIAL CONTAINED IN THE CATALOG; Consignor bears responsibility for confirming the accuracy and completeness and updating in writing such material prior to sale; the Company reserves the right to make any announcements it deems appropriate at the time of sale; Consignor must notify the Company in writing if the horse has been gelded, spayed, or nerved, suffers from any material physical problem or was bred using embryo transfer; notations on registration or other documents do not constitute adequate notice to the Company; (ii) FREE AND CLEAR TITLE; Consignor hereby represents that there are no claims, liens, or ownership disputes relating to any entered horse; in the event the Company is notified about any such dispute before or after sale, the Company may take any action it deems appropriate; (iii) PHYSICAL CONDITION OF THE HORSE; all horses are sold "as is"; nonetheless, the Company does not bear any risk relating to the physical condition of the horse (including a buyer's refusal to pay on the basis of such physical condition); (iv) FALSE BUYERS; in the event a successful bidder who has not been extended credit by the Company refuses to pay or cannot be located by the Company after reasonable efforts by the Company, Company shall not be obligated to pay the sale price to Consignor and Company may, at its discretion, invoke the remedies set forth in paragraph 10; (v) Veterinary opinions concerning the in foal status or suitability for mating of consigned mares.
7. In the event of a dispute arising from a risk borne by Consignor, Consignor shall bear (and indemnify the Company from) all damages, expenses and fees, including legal costs of the Company, all of which may be deducted from Consignor's total sale settlement, if any. Consignor shall also pay the sale commission and costs. Furthermore, the Company may use its discretion in attempting to resolve any such disputes. Any funds received by the Company with respect to the sale of Consignor's horses shall be deemed general funds of the Company and not trust funds or special account funds on Consignor's behalf.
8. Consignor or his duly authorized representative will be present in person to make true representations respecting each horse offered for sale by such Consignor. All information posted or disseminated regarding any horse remains Consignor's sole responsibility. Company reserves the right and privilege to refuse to offer a horse unless such horse is represented by the owner or owner's authorized agent. CONSIGNOR IS RESPONSIBLE FOR THE IDENTITY AND DESCRIPTION OF ALL HORSES CONSIGNED AND OFFERED FOR SALE BY HIM AND FOR ANY INFORMATION RELATING TO THE PHYSICAL CONDITION OF THE HORSE, INCLUDING APPROPRIATE AUCTIONEER ANNOUNCEMENTS.
9. Consignor will furnish a halter free with each horse which Consignor offers for sale. Consignor will not offer any horse that is unsafe or vicious at this sale.
10. In case any bidder fails to pay for and receive a horse which has been struck down to such bidder, Company shall have the right and privilege to accept the same amount from another bidder or to accept the next highest bid; or, in the judgment of the auctioneer or the Company it would be in the best interests of all parties, to put up the horse for sale again. In any of these cases the result shall be the effective sale under this contract.
11. All horses must be duly registered with the UNITED STATES TROTTING ASSOCIATION. It shall be the duty of the Consignor to furnish a signed Registration Certificate or signed Application for Transfer (signed Application for Transfer is only valid for horses that are "paperless" with the USTA) and a current negative Coggins test for each horse taken within six (6) months prior to the date of sale and to file the same with the Company at least seven (7) days prior to the date of sale. The Coggins test submitted for each horse must include the Identifying Number, any freeze brands and all identifiable markings of the horse. Consignor agrees that if the Coggins test or any other document furnished for any horse entered in the sale is invalid, improperly filled out by the seller's veterinarian, or is not in a format acceptable to all states, racetracks, provinces or national racing commissions or regulatory agencies, or precludes said horse from crossing the Canadian border, the Company may have the horse retested. All expenses incurred thereby and associated with obtaining a valid Coggins test and proper federal health certificate, including but not limited to board, testing and transportation, shall be borne by the Consignor. The Consignor hereby authorizes the Company to deduct the monies from the sales proceeds. THE COGGINS TEST MUST BE AN ORIGINAL OR CARBON COPY OF AN ORIGINAL, LEGIBLE, AND UNALTERED. NO COPIES MADE ON A COPYING MACHINE ARE ACCEPTABLE. EACH HORSE MUST BE LISTED ON AN INDIVIDUAL PAGE FOR ALL COGGINS AND/OR HEALTH CERTIFICATES. In the event that such Registration Certificate(s) and current negative Coggins test(s) are not submitted within the time designated, a penalty charge of \$50 per document is hereby imposed against the proceeds derived from the sale of the horse of such Consignor. If the Company must provide a Coggins test for any reason, an additional charge of \$100 for this test will be made against the proceeds of sale derived from the sale of the horse of such Consignor. DOCUMENTS NOT AVAILABLE ON SALE DAY WILL BE ASSESSED AN ADDITIONAL CHARGE OF \$50 PER DAY PER DOCUMENT FROM DATE OF SALE UNTIL SUCH TIME THAT THE DOCUMENTS ARE IN THE HANDS OF THE COMPANY.
12. BROODMARES - In the case of in-foal broodmares offered for sale, a mating certificate must accompany the Registration Certificate and current negative Coggins test. Such mating certificate must be on file with Company at least seven (7) days prior to the date of sale. If such requirement is not met, a penalty charge of \$100 will be assessed against the proceeds derived from the sale of such horse. DOCUMENTS NOT AVAILABLE ON SALE DAY WILL BE ASSESSED AN ADDITIONAL CHARGE OF \$50 PER DAY PER DOCUMENT FROM DATE OF SALE UNTIL SUCH TIME THAT THE DOCUMENTS ARE IN THE HANDS OF THE COMPANY. In-Foal Broodmares will be sold ONLY with service fees paid. Consignor must state whether service fee IS or IS NOT refundable in the event a broodmare fails to produce a live foal.
13. Confirmation of in foal status shall be Consignor's responsibility. Company disclaims any responsibility relating to in-foal status.
14. YEARLINGS, WEANLINGS AND/OR SUCKLINGS - Will not be sold unless a signed Registration Certificate and a DNA parentage verification report are on file with the Company at least seven (7) days prior to the date of sale. If such requirement is not met, a penalty charge of \$50 per document will be assessed against the proceeds derived from the sale of such horse. DOCUMENTS NOT AVAILABLE ON SALE DAY WILL BE ASSESSED AN ADDITIONAL CHARGE OF \$50 PER DAY PER DOCUMENT FROM DATE OF SALE UNTIL SUCH TIME THAT THE DOCUMENTS ARE IN THE HANDS OF THE COMPANY.
15. Settlement(s) by the Company with a Consignor for horses sold shall be 50% of the net proceeds paid on day of the auction IF ENTRY FEE IS PAID AT TIME OF ENTRY, balance not be due before the thirtieth business day following the day of the sale. If entry fee is not paid at time of entry, 100% of net proceeds will not be due before the thirtieth business day following the day of the sale.
16. Consignor agrees that service of any notice, process or pleading in any action or proceeding arising out of or in connection with the sale of any horse hereunder is properly made if a copy of said notice, process or pleading is mailed to Consignor at the address set forth below, certified mail, postage prepaid, return receipt requested, or by overnight courier and Consignor hereby consents that any action or proceeding against it be commenced and maintained in any court within the State of Indiana by service of process as set forth above; and Consignor agrees that the courts of the State of Indiana shall have jurisdiction and venue is proper with respect to the subject matter hereof and the person of Consignor. Notwithstanding the foregoing, Company, in its absolute discretion, may also initiate proceedings in the courts of any other jurisdiction in which Consignor may be found or in which any of its properties may be located.
17. In the event a stallion share is the subject of this consignment, Consignor warrants and represents that such share does not constitute a security under applicable federal or state securities laws and Consignor shall indemnify Company against any claims in connection therewith.
18. The Company reserves the right to reject any entry at its sole discretion.
19. The Company has full authority to decide the hip numbers and stall locations for all horses which are accepted for sale.
20. No charges will be made to the Consignor by the Company for advertising or other expenses strictly incident to the conduct of the sale, unless by special agreement.
21. The commission will be due on all horses, including bid-ins and horses returned for material physical problems.
22. In the event that a separate credit arrangement is made between a purchaser and Consignor, the Consignor shall immediately present written confirmation of the arrangement to the Company. Any separate credit arrangement between a purchaser and Consignor shall relieve the Company from any responsibility for collection from the purchaser. Consignor shall be responsible for determining all other terms of the credit, including any provision for insurance. The Company may rely upon the Consignor's agents and employees in determining that such a credit arrangement has been created. A separate credit arrangement shall not relieve the Consignor from its obligation to pay.
23. Consignor represents and warrants to the Company that Consignor has full authority to consign the horse listed above and that unless Consignor has furnished full particulars to the contrary with this contract, no embryo, egg, semen or other genetic material (excepting only genetic material required and used for DNA testing or other nonreproductive purposes) has been obtained from that horse.
24. In the event that Consignor(s) is more than one person or entity, each such person or entity acknowledges and agrees that the signature of any one of them shall be sufficient to bind each and all of them with respect to subsequent consents, waivers, agreements, etc.
25. I understand, acknowledge and agree that the Company is not responsible for providing veterinary services during the sale sessions; that if any veterinary services are made available by the Company, such services are being made available for convenience purposes only and that any use that I may make of such services will be at my sole cost, expense and risk; and that no such veterinarian has any authority to make any representations or warranties on behalf of the Company. Any examination by any veterinarian at the Company's request shall be for the Company's purposes only and neither Consignor nor any third party shall rely on the results thereof.
26. The Company makes no representation or warranty regarding the condition of any horse. Any examination made or information posted or announcement regarding a horse's condition, including in-foal status, is Consignor's sole responsibility.
27. Consignor and Company agree that this contract was formed and performed in the State of Indiana.

**PAPERWORK (Registration Certificate or Application for Transfer must Be Signed By All Owners. See Also Paragraph 11 and is due with this contract)** A current Health Certificate (within 30 days of sale) and a Negative Coggins (E.I.A.) Test taken within SIX MONTHS of the sale, must be submitted, and on file, with the Company 7 days prior to sale date. THE COGGINS TEST SUBMITTED FOR EACH HORSE MUST INCLUDE THE IDENTIFYING NUMBER, ANY FREEZE BRANDS AND ALL IDENTIFIABLE MARKINGS OF THE HORSE, AND MUST BE AN ORIGINAL OR CARBON COPY OF AN ORIGINAL, LEGIBLE, AND UNALTERED. NO OTHER COPIES ARE ACCEPTABLE.



