



# Ocala Breeders' Sales Company, Inc.

## Winter Mixed Sale

Consignor's Contract for Open Section and Horses of Racing Age

January 15-16, 2013

Under Tack Show January 14, 2013

To be conducted by

Ocala Breeders' Sales Company, Inc.

Mailing Address:

P.O. Box 99 Ocala, FL 34478

Physical Address:

1701 SW 60th Avenue, Ocala, FL 34474

Phone: (352) 237-2154 Fax (352) 237-3566

website: [obssales.com](http://obssales.com) email: [obs@obssales.com](mailto:obs@obssales.com)

### ENTRY FEE

\$350 at time of entry

See paragraph #4 of Consignor's Contract for commission schedule (\$300 minimum commission)

## **ENTRY DEADLINE NOVEMBER 9, 2012**

*All entries must be accompanied by Jockey Club Certificate or Entry Fee*

#### IMPORTANT NOTICES

- Jockey Club Registration Certificate and all other required documents must be on file in the administration office on or before January 4, 2013 (See #8 of Consignor's Contract for late fee.)
- Entry fee is earned upon receipt of contract and is non-refundable
- This contract will not be accepted without the signature of the consignor or his authorized agent on back.

#### REQUIRED DOCUMENTS TO BE ON FILE

- Registration Certificate
- Coggins Test (dated within six (6) months of sale)
- EVA Test (dated within 90 days of sale)
- Stallion Service Certificate (Broodmares)
- Veterinary Breeding Status Reports (dated within 10 days of sale)

# OBS Winter Mixed Sale 2013

## Open Section and Horses of Racing age Only

### Owner Information

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

### Consignor Information

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

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

Please be sure to have all required paperwork on file with OBS prior to the appropriate deadlines.

All entries must be accompanied by Jockey Club Certificates or Entry Fee. Entry Fees and Nomination Fees may be paid by Visa, Master Card or Discover Card.

Please read and sign the Consignor's Contract on the back page of this form.

Please be sure to complete the Authorized Agent Form below.

### Authorized Agent

(This form must be notarized)

DATE \_\_\_\_\_ 20 \_\_\_\_\_

To: OCALA BREEDERS' SALES CO., INC.

I have this day appointed \_\_\_\_\_

Print Name

\_\_\_\_\_  
Address

to act for me in the 2013 WINTER MIXED SALE. Said appointee, as my duly appointed and authorized agent, shall have full power and authority to act for me in any and all matters in connection with or arising out of the sale of horses at the aforementioned sale. Said agent is further authorized to execute any and all documents in connection with the sale and receive any and all funds and to do all things incidental to and in furtherance of the sale of horses. I authorize the payment of all proceeds of sale to my agent. This agency is revocable only in writing, prior to date of sale.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
County

\_\_\_\_\_  
Address

## Open Section and Horses of Racing age Only

Entry Code	PD	Name	Date Foaled	Color	Sex	Sire	Dam
			M D Y				
JC	Pregnant ( )	Maiden ( )	State Foaled In	Reg. State Bred?	Produce Record		Dam Sire
	Not Pregnant ( )	Aborted ( )			Yr	Sex	
Fees Paid	Bred To		Last Cover Date		2011		Broodmare Prospect ( )
					2012		Yearling ( )
No. Horses	Owner			Stakes Engagements			Horse of Racing Age ( )
							Stallion ( )
Date Received							Racing/Broodmare Prospect ( )
							Weanling ( )

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Date Received							Racing/Broodmare Prospect ( )
							Weanling ( )

FOR OFFICE USE ONLY

## Consignor's Contract

Please read before signing

In consideration of the covenants, warranties and undertakings of Ocala Breeders' Sales Company, Inc., (Herein, "OBS"), and the undersigned (herein, "I", "ME", "MY", or "CONSIGNOR") the parties agree that the horses listed upon this entry application are submitted for inclusion in the sale listed on the face of this contract as follows:

1. I hereby warrant title to each horse entered by me, and agree to defend said title against all adverse claims, I appoint OBS as my agent in the named Sale at public auction of the named horses with full authority to transfer title thereto and to receive the proceeds of such sale for my account. I covenant and agree to indemnify and hold harmless OBS from any and all costs, liabilities and sundry expenses (including attorney's fees) incurred for any reason, including but not limited to any action arising out of any question of title to any or all of the named horses, or any disputes concerning identity, engagements or warranties of any or all of the named horses, any attachments, or claims against the net proceeds from the sale thereof, whether initiated by the Consignor or a third party. I hereby represent and aver under penalty of perjury that no horse 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 upon 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 horses shall remain with me until title passes to the buyer or buyers at time of sale.
2. I agree to hold OBS 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 the named Sale or failure to catalogue correctly any horse consigned. I agree to abide by all established customs and practices of sales conducted by OBS.
3. AS A MATERIAL INDUCEMENT TO OBS TO ALLOW ME, MY HORSES, MY EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS AND OTHERS ON OBS' PREMISES, I HEREBY WARRANT AND REPRESENT ON BEHALF OF MYSELF AND ALL OTHERS, THAT I HAVE ADEQUATE INSURANCE TO PROTECT ME AND OBS FROM ANY AND ALL CLAIMS AND LIABILITY UNDER WORKMEN'S COMPENSATION ACTS, AND CLAIMS FOR INJURY OR DAMAGE TO PERSON OR PROPERTY COVERING ALL ACTIONS AND OPERATIONS, INDEPENDENT CONTRACTORS, CONTRACTUAL LIABILITY CLAIMS AND ANY OTHER LIABILITY OF EVERY KIND AND NATURE UNDER A COMPREHENSIVE GENERAL LIABILITY POLICY OF INSURANCE. IN CONSIDERATION OF THE ACCEPTANCE OF MY ENTRY FEE, I FURTHER AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS OBS FROM ANY AND ALL DAMAGES, CLAIMS, DEMANDS, OR SUITS ARISING OUT OF OR RESULTING FROM ANY ACTIVITIES OF ANY KIND OR NATURE ON THE PREMISES OR OCCURRING IN CONNECTION THEREWITH, EVEN THOUGH OBS MAY BE GUILTY OF ANY NEGLIGENCE WHATSOEVER, ACTIVE OR PASSIVE, IN THE CIRCUMSTANCES, EXCEPT THAT I SHALL NOT SO INDEMNIFY OBS WHERE THE INCIDENT GIVING RISE TO THE CLAIM FOR INDEMNITY RESULTS FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF OBS. I SHALL ALSO DEFEND ALL SUITS BROUGHT AGAINST OBS ON ACCOUNT OF ANY INCIDENT GIVING RISE TO A CLAIM FOR INDEMNITY AND I SHALL REIMBURSE OBS FOR ANY AND ALL EXPENSES OF DEFENDING SAID SUITS OR CLAIMS, INCLUDING REASONABLE ATTORNEY FEES.
4. I agree to pay OBS the entry fee stated herein for each horse entered by me in this Sale, which payment shall accompany this contract. In each and every case this entry fee is earned at the time of entry and is non-refundable. I further agree that OBS shall deduct from my account and retain a sales commission of 5% of the accepted bid OR the minimum commission stated herein, WHICHEVER IS GREATER, BY WHOMSOEVER MADE, on each horse sold for my account. On horses which are bid in for my account, I agree to pay 5% of the final bid of the first \$50,000 plus 2 1/2% in excess of \$50,000, OR the minimum commission stated herein, WHICHEVER IS GREATER. In the event of any deficit in my account, I shall immediately pay to OBS the balance due. I further agree that this commission shall be considered earned at the fall of the hammer and is payable even in the event the horse is returned to me as unsold pursuant to the conditions of sale or receives no bid. Any unpaid balance shall be subject to a finance charge of one and one-half (1 1/2%) percent per month (18% per annum) from date of sale.
5. I hereby authorize OBS to extend credit to any purchaser of any horse entered by me, except that I reserve the right to revoke this authorization within thirty minutes of sale of such horse. I AGREE THAT SHOULD ANY PURCHASER FAIL TO PAY FOR ANY HORSE SOLD BY ME AS PROVIDED IN THE FIFTH CONDITION OF SALE OR REFUSE TO PAY FOR SUCH HORSE BECAUSE OF CLAIM OF MISREPRESENTATION OR DEFECT OF SUCH HORSE, WHETHER OR NOT SUCH CLAIM IS VALID OR MADE IN A TIMELY MANNER, OBS MAY WITHHOLD PAYMENT OF NET PROCEEDS OF SALE OF SUCH HORSE UNTIL SUCH CLAIM HAS BEEN RESOLVED AND THE PROCEEDS OF SALE HAVE BEEN RECEIVED BY OBS. OBS MAY, IN ITS SOLE AND EXCLUSIVE DISCRETION, ELECT TO MAKE FULL OR PARTIAL SETTLEMENT WITH CONSIGNOR DESPITE A DEFAULT BY PURCHASER. SUCH ELECTIONS BY OBS SHALL NOT CONSTITUTE A WAIVER, NOR ESTABLISH A CUSTOM AND SHALL NOT ABROGATE OBS' RIGHT TO WITHHOLD SETTLEMENT FROM CONSIGNOR IN ANY CASE WHERE THE PURCHASER HAS DEFAULTED. 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 OBS no less than thirty days from date of sale. I further agree that OBS shall withhold payment for any horse until the Jockey Club Certificate is delivered to OBS and further until the Stallion Service Certificate for in-foal broodmares is delivered. 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 in Condition Fifth of the Conditions of sale, or should such bidder upon presenting himself be determined to be financially irresponsible by OBS, such horse may be immediately put up for resale for my account and OBS shall not be liable for any deficit should the final bid or resale be less than that on the initial sale. I further agree that should conditions make immediate resale as herein provided impossible, such horse or horses may be returned to me as unsold.
6. I agree that I will not, prior to the named Sale, sell privately or at auction, nor make any commitment to sell, nor otherwise dispose of any horse entered by me in the named Sale, and that should I fail to abide by this contractual obligation, I shall forthwith pay OBS the sum of \$1,000.00 or a sum equal to 10% of the actual sales price of the horse, whichever is greater, whether such sale is consummated prior to or 60 days following the named Sale. It is understood between the parties of the contract that should any horse entered by me in the named Sale be claimed, or be sick or injured to an extent rendering it unfit for sale, such horse may be withdrawn without penalty on presentation to OBS of a Veterinarian's certificate stating the specific nature of the withdrawal. Such certificate must be received by OBS within ten (10) days of withdrawal. I further agree that OBS shall have the right to have such withdrawn horse or horses examined by a veterinarian of its choice. Should such veterinarian not concur that withdrawal is justified under the facts, I agree to the appointment of a referee veterinarian acceptable to both the veterinarian representing me and the veterinarian representing OBS, whose opinion in the matter shall be final and binding on all parties. Any horses not presented for a reason not contemplated herein shall be subject to a withdrawal fee of \$250.00 which I agree to pay forthwith to OBS immediately after the named Sale. I FURTHER AGREE TO AN ADDITIONAL PENALTY OF \$1,000.00 FOR EACH HORSE ENTERED AND DELIVERED TO THE SALES COMPLEX THAT DOES NOT PASS THROUGH THE AUCTION RING UNLESS EXCUSED BY THE OBS VETERINARIAN.
7. I agree that OBS shall have the sole power: 1) to reject any entry at any time upon tender of return of entry fee, 2) to determine the 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 horse entered.
8. I agree to deliver to OBS at least 10 (ten) days prior to the start of the first sales session, the Jockey Club Certificate of Registration and every other required certificate or document for each horse entered by me in the named Sale. I FURTHER AGREE THAT OBS IN ITS SOLE DISCRETION SHALL HAVE THE RIGHT TO REFUSE TO SELL ANY HORSE FOR WHICH REQUIRED DOCUMENTS ARE NOT RECEIVED BY SUCH DATE OR ASSESS A LATE FEE OF \$100.00 (ONE HUNDRED DOLLARS). Further, I irrevocably appoint OBS as my Attorney In Fact for purposes of doing any and all acts necessary to obtain and collect from any race track management, the Jockey Club or the Custodian, the Jockey Club Certificate of Registration or any other required document for each horse entered by me in the named sale. I further agree that, in the event any horse entered by me is unsold at the conclusion of the named Sale, OBS shall have the right to hold the Jockey Club Certificate of such horse or horses pending settlement of all charges payable by me to OBS.
9. I agree to deliver to OBS, for each horse entered by me, a certificate from an approved laboratory based upon the most recent Coggins Test for Equine Infectious Anemia (EIA) administered to such horse within six (6) months of date of sale, indicating a negative result of such test.
10. I agree that no horse entered by me in the named Sale shall be entered in any race on the day of the named Sale, or the day following, stakes races excepted.
11. I REPRESENT AND WARRANT THAT I, MY AGENTS, MY EMPLOYEES, INDEPENDENT CONTRACTORS OR OTHER PERSONS OR ENTITIES THAT I MAY HIRE OR EMPLOY ARE NOT EMPLOYEES OF OBS; THAT I HAVE READ THE FOREGOING TERMS AND THE CONDITIONS OF SALE AND AGREE TO ABIDE BY THEM AND HAVE SIGNED THIS CONTRACT WITH FULL AND COMPLETE UNDERSTANDING THEREOF.

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

\_\_\_\_\_  
OBS Representative

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

Printed Name: \_\_\_\_\_

Owner: \_\_\_\_\_ Authorized Agent \_\_\_\_\_