



# QHRAI SPEED SALE

## Consignment Contract 2011

Yearlings – 2 Year Olds – Horses of Race Age - Broodmares – Weanlings – Barrel Prospects

OCTOBER 23RD, 2011 @ 1PM

To Be Held At

NEW CASTLE COVERED ARENA

(Henry County Fairgrounds, New Castle, Indiana)

Check in will begin at 5PM on Saturday October 22nd, 2011

Horses MUST BE IN STALL by 9AM on Sunday, October 23rd, 2011 or they will not be sold in sale

**CONSIGNMENT FEE:** \$250 or \$300 if paid from proceeds

- Complete one form for each animal consigned; sign and return by entry deadline.
- Entries submitted without a signed contract will not be accepted.
- This entry is to be accompanied by horse's original Registration Certificate and a properly signed Transfer. If papers are not available (horse is currently racing) then the \$250 entry fee MUST accompany the contract.
- If horse is not yet registered, a copy of the horse's registration application must accompany this entry.

**CONSIGNED BY:**

(Complete this line EXACTLY as you wish the Consignor to appear in Sale Catalog - include Agent Name if applicable)

**HORSE NAME:** \_\_\_\_\_ **Reg. #** \_\_\_\_\_

Check this box if horse is a breeding prospect only (is no longer sound for racing)

Embryo Transfer?  No  Yes Check if:  Cribber  Cryptorchid  Sight Defect  Bleeder

Other Defect (explain) \_\_\_\_\_

**FOALING DATE:** Mo. \_\_\_\_\_ Day \_\_\_\_\_ Yr. \_\_\_\_\_ **SEX:** Female Male Gelding

**SIRE:** \_\_\_\_\_ **Reg.#.** \_\_\_\_\_

**DAM:** \_\_\_\_\_ **Reg.#** \_\_\_\_\_

**DAM'S SIRE:** \_\_\_\_\_

ENGAGEMENTS (paid through sale date): \_\_\_\_\_ In training at sale time? YES NO

IF STATE-BRED (fees paid, papers stamped), name State \_\_\_\_\_ & check Type:  State-Bred/Racing  State-Bred/Breeding

BROODMARES:  Mare is In Foal  Mare was Not Bred to carry a 2012 Foal  Mare was Bred but is Not in Foal  Embryo (below)

CARRYING FOAL BY: \_\_\_\_\_ Last brdg. date \_\_\_\_/\_\_\_\_/\_\_\_\_

BRED BY EMBRYO TRANSFER TO: \_\_\_\_\_ Last brdg. date \_\_\_\_/\_\_\_\_/\_\_\_\_

Recip Mare w/Embryo sells with mare (sale mare & recip sell as 1 combined sale entry-subject to additional stall fee)  Recip w/embryo does not sell

**MARE'S LAST 2 YEARS' PRODUCE**  Check this box if a second page has also been used to list this mare's produce

2011 Foal's sex: F C Sire \_\_\_\_\_  Check if Embryo Transfer

Does 2011 foal sell with mare (at side)? No Yes If yes, give foaling date: Month \_\_\_\_\_ Day \_\_\_\_\_

2010 Foal's sex: F C Sire \_\_\_\_\_  Check if Embryo Transfer

**Registered Owner** \_\_\_\_\_

**Agent's Name** \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Town, State, Zip \_\_\_\_\_

Town, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

Email \_\_\_\_\_

Send Proceeds To:  Owner  Agent

Submitted By:  Owner  Agent

**Catalog to Read as Consigned By:** \_\_\_\_\_



ENTRY DEADLINE is September 9, 2011  
 MAIL ENTRIES & Make Checks Payable to:  
 QHRAI Speed Sale  
 ATTN: Valerie Smith  
 PO Box 172  
 Harmony, IN 47853

- IMPORTANT NOTICES**
- **\$250 Entry Fee - Must be submitted with contract.** Fee is NON-REFUNDABLE and includes stall sign. **-OR-**
  - **\$300 Entry Fee -** Entry fee will be taken out of proceeds and **registration papers must be submitted with contract.** Fee is NON-REFUNDABLE and includes a stall sign.
  - AQHA Registration papers must be in office before payment will be made.
  - Contract will not be accepted without signature of consignor or his agent.

**ATTENTION CONSIGNORS:  
PLEASE READ CAREFULLY**

*Consignment contracts must be received by September 9, 2011.*

*Hip numbers will be assigned and catalog preparation will begin immediately following the deadline.*

*Late entries will not be included in the catalog.*

*Check in will begin at 5PM on Saturday October 22, 2011. Horses MUST be in a stall by 9AM the day of sale or they will not be sold.*

*There are no guarantees, the sale is final when the hammer falls*

*Commission is 5%, or \$150 whichever is greater (same for buybacks)*

*Minimum bid is \$500*

*No Credit Card Sales*

*Payment to sellers will be made no sooner than 14 banking days after the last day of sale*

*More info and contracts available at [www.qhrai.net](http://www.qhrai.net)*

- REQUIRED DOCUMENTS**
- AQHA Registration Papers
  - Signed Transfer
  - Coggins is required. *(within 12 months of sale date)*
  - Health Certificate is required for all out of state horses. *(within 30 days of sale date)*
  - Pregnant mares MUST be vet checked in foal 30 days prior to sale and a written statement from vet must be on file.
  - State Bred Certificates, if applicable
- ALL DOCUMENTS MUST BE IN OFFICE BEFORE HORSE CAN SELL**

**AUTHORIZED AGENT *(This form MUST be notarized)***

To: QHRAI - Quarter Horse Racing Association of Indiana

I have this day appointed \_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
ADDRESS

to act for me in the 2011 QHRAI Speed 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 to 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 the date of sale.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2011 \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NOTARY PRINT NAME

\_\_\_\_\_  
COUNTY, STATE ADDRESS

# QHRAI Speed Sale Consignment Contract 2011

This contract is entered into between Seller (Consignor) and Quarter Horse Racing Association of Indiana, (hereinafter referred to as QHRAI) pursuant to the following terms and conditions:

1. An entry fee (as determined on front) shall be rendered to QHRAI with this Consignor's contract. This fee is not refundable. In addition to this entry fee, Consignor agrees to pay QHRAI a commission fee of 5% of the final bid recognized by the auctioneer or \$150 (whichever is greater) if the horse is sold to a bona fide buyer. Consignor may choose to set a reserve for his horse. Consignor is responsible for bidding to this reserve and for bidding on repurchases. Commission fees apply to repurchases. QHRAI reserves the right to publish the name of the final bidder.
2. Upon execution of this contract, Consignor agrees not to dispose of the horse by private sale. The horse will be offered to the final bidder. Consignor further agrees not to withdraw his horse except in case of serious injury or serious sickness. In the event of serious injury or sickness, Consignor agrees to notify QHRAI within 24 hours of discovery of such sickness or injury. If it becomes necessary to withdraw the horse due to serious injury or sickness, a notarized veterinary statement must be presented to QHRAI at least 24 hours prior to commencement of the first session of this Sale. The veterinary statement shall state the date the horse was first examined and should be specific as to the nature of the horse's problems. If the horse must be withdrawn due to injury, sickness or death, QHRAI will retain the entry fee describe in paragraph 1. There will be no substitutions allowed for horses withdrawn due to injury, sickness or death.
3. Consignor is the sole responsible party for the safety and well-being of his horse until the signing of the Acknowledgment of Purchase form by the final bidder is recognized by the auctioneer. Although QHRAI will make every effort to collect the purchase price, QHRAI is simply the Agent in this transaction. At no time does QHRAI have a pecuniary interest in this horse. The Consignor fully warrants clear title of the horse to the Buyer and thereby represents that there are no encumbrances against the horse. Consignor guarantees to Buyer full, complete and peaceful ownership.
4. This contract shall become part of QHRAI's file. Consignor agrees to receive the horse back as being unsold and shall forfeit entry fee if a qualified veterinarian determines that particular defects were not announced. (See page 1: cribber, cryptorchid, sight defect or bleeder.) In disputed cases involving the defects of a horse (identified above), QHRAI will have the sole right to appoint an expert who shall decide the fact at issue. The decision of the expert shall be binding on Consignor and Buyer. If the Consignor is determined to be at fault, he agrees to pay the examination fee. In case the horse is rejected by the Buyer as a result of misrepresentation by the Consignor and the rejection is sustained by the expert, the Consignor will pay the full commission owed and forfeit the entry fee.
5. QHRAI reserves the right to reject the sale of any consignment if it considers the horse unfit for sale. QHRAI also reserves the right to (a) determine the order of the sale of all entries, (b) assign stabling facilities as it sees fit, (c) change the time or date of this sale should unforeseen circumstances necessitate such a change, and (d) subject horses to examination by appointed veterinarian prior to sale. Said horse will be sold on his findings. Any horse found to be in unsatisfactory condition will not be permitted to sell (entry fee forfeited).
6. Each and every horse consigned to the sale must have a negative Coggins Test drawn within 12 months of sale date. Out of state horses entering the grounds for this sale must have a satisfactory official health certificate dated within 10 days of sale. The Consignor agrees to provide QHRAI with the original paperwork described herein on or before the sale day.
7. The Registration Papers of each horse must be furnished with a signed transfer of ownership by the Consignor. If for any reason the Registration Papers cannot be furnished, it is the responsibility of the Consignor to have this information announced by the Auctioneer. QHRAI will withhold settlement to Consignor for all sales until it receives delivery of Registration Papers, and any other necessary documentation in proper order. In the case of broodmares, all information required to register unborn foal will be provided by Consignor.
8. The Consignor agrees that he will be present in person, or have a duly authorized representative present, to make true representations concerning each horse (announcements at time of sale take precedence over all other representations, either written or verbal, and will be binding upon Consignor.)
9. QHRAI is authorized to decline any bid by intoxicated or disorderly parties, or by those who have defaulted on former purchases, or by any person who, in its judgement, is not a reliable or responsible party. And in case any purchaser fails to pay for and receive a horse struck down to him, QHRAI is authorized to accept the same amount from another person, or to accept the next highest bid, or it may if in its judgement it is in the best interest for all concerned, put the horse up for sale a second time. QHRAI shall not be liable for any deficit should the final bid on resale be less than that on the initial sale. But in the case where a horse is not paid for fully in cash and/or check, or should conditions make immediate resale as herein provided impossible or impractical, the Consignor agrees to receive it back as unsold, without attaching any liability to QHRAI.
10. QHRAI will settle with Consignor for property sold no sooner than 14 banking days after the last day of sale.
11. The laws of the State of Indiana will govern this contract.
12. All EIA (Coggins) laboratory certificates must have all the markings described and drawn on the certificates for International Shipments of Horses. Original Certificate, No Copies accepted! Only (1) one horse per certificate.
13. I represent and warrant that I have read the foregoing terms and conditions of sale and agree to abide by them, and have signed this contract with full and complete understanding thereof.

By signing below, Consignor (or Authorized agent) agrees that all information provided is accurate and true.

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

Owner  Authorized Agent

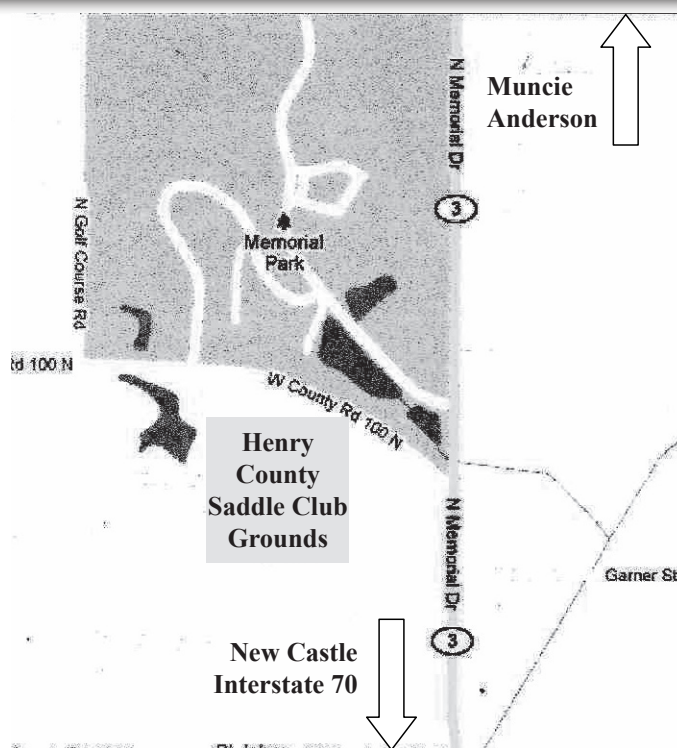
MAIL ENTRIES to: QHRAI Speed Sale ATTN: Valerie Smith PO Box 172 Harmony, IN 47853

## Directions to: NEW CASTLE COVERED ARENA at Henry County Fairgrounds, New Castle, Indiana

**From Indianapolis or South:** Interstate 70 (East from Indianapolis) to Exit #123/State Route 3 and go North. Cross State Route 38, approximately 1/2 mile on the left is entrance to Henry County Memorial Park. (Road also named 100 North) Turn left into park. Take the 2nd drive to the left, the outdoor arena will be on the left. Then take the first drive to the left and this will take you into the Show/Sale Grounds. Watch for signs for parking.

**From Anderson:** Take State Route 109 South to State Road 36. Follow State Route 36 to State Route 3 (4-Lane) and turn right (South.) Follow State Route 3 approximately 4.5 miles to Henry County Memorial Park on the right. Take the Main Entrance just past the duck pond (also called 100 North.) Take the 2nd drive to the left, the outdoor arena will be on the left. Then take the first drive to the left and this will take you into the Show/Sale Grounds. Watch for signs for parking.

**From Muncie or North:** Follow State Route 3 into Henry County. After you cross State Route 36 it will be approximately 4.5 miles to Henry County Memorial Park on the right. Take the Main Entrance just past the duck pond (also called 100 North.) Take the 2nd drive to the left, the outdoor arena will be on the left. Then take the first drive to the left and this will take you into the Show/Sale Grounds. Watch for signs for parking.



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Harmony, IN 47853