



Terms & Conditions of Entry – Sales Contract

Sale to be held Sunday, September 19, 2010
at Bowman Auction Market, Bowman, North Dakota

1) Entry fee is \$70.00 per head plus seven (7)% of selling price with a minimum sale commission of \$35.00. No sale fee is \$35.00. Entry fees must accompany this entry. I hereby agree that this entry will be reserved for this sale. If this entry is withdrawn for any reason, entry fee will be forfeited. All no sales, sold in alley day of sale must be taken to sales office for proper paper work, brand clearance, and payment of seven (7)% of sale price. We are the ones that promoted and brought seller and buyer together. Any substitutions must be owned by the original consigner.

2) Sale Management reserves the right to reject any entry. Entry fees will be refunded if rejected.

3) I do hereby release Double J Horse Sales (John Bearman and Joseph Hickel) herein referred to as "Sale Management"; Bowman Auction Market, auctioneers, employees and representatives thereof, from any and all responsibilities, liabilities, obligations, claims, law suits or legal proceedings arising from the sale of this entry and hereby agree to hold the above named parties harmless from any resulting claims, actions, liabilities or judgments.

4) Sale Management and Auctioneers are authorized by consignor to decline any bid made by persons who have defaulted on former purchases, who in their judgment are not responsible or reliable bidders.

5) Any blemishes, unsoundness, defects or irregularities of any kind, as well as cribbers, ridglings and crypt orchids must be announced before sold. Auctioneers, Sale Management, employees, and representatives thereof are hereby authorized to announce such findings. Owner shall make assurances that horse is sound for use intended.

6) Permission is hereby given for any prospective buyer, at his/her own expense, to have an accredited veterinarian perform an inspection on this entry for soundness and draw blood for drug testing purposes.

7) When all on time entries are received, sale positions will be drawn. Horses will be sold in cataloged order. If you have multiple entries let us know if you want them in a group or scattered through the sale.

8) Permission is hereby granted Sale Management to edit, correct, or add to footnotes that are furnished.

9) All registration certificates, transfer reports, stallion service certificates and entry fees must accompany this entry blank, and must be signed by the owner and/or legal agents thereof. Entry will not be cataloged until all pertaining documents are in order. THIS APPLICATION MUST BE COMPLETE.

10) It is the seller's responsibility to have a Negative Coggins Test performed, sufficiently in advance of sale, so results are ready when horse sells to meet Canadian Import and American Interstate Transportation requirements. When your veterinarian draws blood for the Coggins Test, insure that all necessary criteria are met, including, but not limited to: (1) Report is an original or a carbon copy of the original. Fax or Xerox reports CANNOT be accepted. (2) Report lists only one horse. Multiple horse reports CANNOT be accepted. Test must be under six (6) months old. Health Certificates and Bills of Sale or Brand Clearances needed sale day.

11) A halter & lead rope will be furnished by seller for each horse.

12) Sale Management and Bowman Auction Market are acting as sales intermediaries between buyer and seller. Sale Management will not be liable for purchase price of horse if buyer defaults, but will assist in the collection of the purchase price of the horse.

13) **CONSIGNORS PAID WITHIN TEN (10) BANKING DAYS AFTER THE SALE if Sale Management is satisfied all papers are in order.** *Help us help you by consigning early. It costs no more to consign early and receive the benefit of our advertising program.* **July 26** is the **deadline** for entries in the catalog.

14) I, the consignor, do hereby agree to the terms and conditions set forth above, and do further swear that all information furnished regarding this entry is true and correct to the best of my knowledge and that the Sale Management is not responsible for errors or omissions. I agree to have absolute and complete title to entry listed and horse is sound in every way.

SIGNATURE: _____ DATE: _____

Check out our web site at:
www.doublejhorsesales.com

**Mail Consignments &
Make Checks Payable To:**

**Double J Horse Sales
9222 45th St. NE
Crary, ND 58327**

