

Terms & Conditions of Entry *Sales Contract*

1) Entry fee is \$100.00 per head plus eight (8)% of selling price with a minimum sale commission of \$35.00. No sale fee is \$50.00. 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 If this entry is withdrawn for any reason, entry fee will be forfeited and a \$100.00 "NO SHOW" fee will be assessed without a veterinary statement. Any consignor selling their consignment early will be banned from further sales.

All no sales, sold in alley day of sale must be taken to sales office for proper paper work, brand clearance, and payment of eight (8)% of sale price. We are the ones that promoted and brought seller and buyer together. Any seller caught "back alley trading" without going through the office for the before mentioned payment and paperwork will be banned from further sales. Sale Management reserves the right to reject any entry. Entry fees will be refunded if rejected. Late entries will be taken up to 10 days prior to the sale & listed on a supplement sheet at Sale Managements discretion.

- 2) I do hereby release Double J Horse Sales (John Bearman and Joseph Hickel) herein referred to as "Sale Management"; Stockmen's Livestock Exchange, 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.
- 3) 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.
- 4) 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.
- 5) 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, overall health, and draw blood for drug testing purposes.
- 6) When all on time entries are received, sale positions will be based on, order received, a draw &/or Sale Management discretion. Horses will be sold in cataloged order. If you have multiple entries let us know in what order you would prefer them sold. All broke horses will be scattered throughout the sale.

February 2018 Page 1

- 7) Permission is hereby granted Sale Management to edit, correct, or add to footnotes that are furnished.
- 8) All registration certificates, transfer reports, breeders certificates &/or applications for registration and entry fees must accompany the entry form, and must be signed by the owner &/or legal agents thereof. Registered horses consigned without sending original registration papers and transfers will either be returned or cataloged at the end of the sale. Please contact Sale Management if you have any questions on this matter.
- 9) 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.
 - 10) A halter & lead rope will be furnished by seller for each horse.
- 11) Sale Management and Stockmen's Livestock Exchange 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.
- 12) CONSIGNORS PAID WITHIN TEN (10) BANKING DAYS AFTER THE SALE if Sale Management is satisfied all papers are in order.
- 13) The consignor hereby agrees to the terms and conditions set forth above, and further swears that all information furnished regarding this entry is true and correct to the best of their knowledge and that the Sale Management is not responsible for errors or omissions. Consignor agrees to have absolute and complete title to entry listed and that the horse is sound in every way.

www.doublejhorsesales.com



Mail Consignments & Make Checks Payable To:

Double J Horse Sales 6574 115th Ave NW Ray, ND 58849

February 2018 Page 2