

INTERNATIONAL BUCKSKIN HORSE ASSOCIATION
19th Annual WORLD SHOW SALE

Friday August 7, 2009
AGRICENTER INTERNATIONAL SHOWPLACE ARENA
MEMPHIS, TENNESSEE

SALE STARTS PROMPTLY AT 6:00PM

CONSIGNMENT DEADLINES:

For catalog listing: *June 26, 2009* - For supplement sheet: *July 17, 2009*

--TERMS FOR 2009--

CONSIGNMENT FEES: 1 OR 2 HEAD \$125.00 EACH. 3 OR MORE HEAD \$100.00 EACH
COMMISSION: 8% WITH A MINIMUM OF \$80.00
NO SHOW FEE, PASSOUT OR NO SALE FEE: \$80.00

An elite sale for buckskin, dun, red dun and grulla colored horses!

ORDER OF SALE:

1. IBHA registered horses including IBHA foals with non-IBHA mares and vice-versa.
2. Horses eligible for IBHA registration, inspected and sold with application.
3. Horses consigned that do not meet IBHA requirements to register.

ALL HORSES WILL BE INSPECTED FOR IBHA ELIGIBILITY TO REGISTER.

I am entering the horse described below for sale at public auction to be held in Memphis, Tennessee subject to the conditions herein, and on reverse side hereof, which I acknowledge to have carefully read and which I fully accept.

Name of Horse _____ IBHA # _____

Color _____ Sex _____ Date Foaled _____

List other Breeds Registered with _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Footnote: Owner's statement, show record, etc..(Use separate sheet if necessary)

FOR USE ON BROODMARES:

1. Name of stallion mare is bred to: _____ Breed & Reg.# _____ Breeding dates _____

2. Name of sire of foal selling with mare: _____ Breed & Reg.# _____ Foaling date _____

NOTE: ALL REGISTRATION CERTIFICATES, SIGNED TRANSFERS, BREEDERS CERTIFICATES AND ENTRY FEES MUST ACCOMPANY THIS CONTRACT. THIS CONTRACT MUST BE SIGNED AND DATED ON BOTH SIDES!

*Signature of owner _____ Date _____

Name of owner (print) _____

Address _____ City _____ State _____ Zip _____

Home Phone:(_____) _____ Business Phone:(_____) _____ Cell Phone: (_____) _____

Make sale proceeds payable to: _____

Agent's name: _____ Agent's Phone: (_____) _____

Mail Entries to: I.B.H.A. * PO BOX 268 * SHELBY, IN 46377

IBHA WORLD SALE CONDITIONS OF CONSIGNMENT

1. I, the undersigned owner do hereby make application for entry of this horse as indicated into the IBHA World Sale and in consideration thereof, I agree as follows:
2. That Sale Managers act as my agents only to solicit bids for the purchase of this horse. They make no representation, ascertations or take no personal interest in the purchase and sale of this entry, but act as my agents only for the solicitation of bids and their responsibility ends there.
3. I do hereby release Agricenter, IBHA, the auctioneers, employees and representatives thereof from any and all responsibility, liability, claims, actions and judgments whatsoever resulting from the horse's unsoundness, failure of representations and any personal injuries which result from my attendance or the attendance of my horse at this sale. I recognize that horses are animals capable of inflicting personal injury without fault or negligence on anyone's part and I agree that the mentioned parties are in no way responsible for my personal safety at this sale or for the safety of my horses which remains my personal responsibility.
4. Permission is hereby given for any prospective buyer, at his own expense, to have any accredited veterinarian perform a pre-purchase or soundness inspection on this entry including pregnancy examination prior to selling.
5. The auctioneer is hereby authorized, but not required, to announce any findings of irregularities, blemishes, unsoundness, or defects that are not stated in the footnotes of the catalog before the sale of the horse. Consignor warrants that the sale entry is free from infectious disease and has not been drugged. Any unsoundness not mentioned or listed in the sale catalog can result in possible buyer refusal of purchase and sellers forfeiture of entry fee and applicable sale commission. Any dispute on unsoundness lies strictly between the consignor and the buyer and must be resolved prior to the end of the sale.
6. Sale position will be determined by Sale Management. A recent photo of the entry (acceptable for reproduction) may be sent with the consignment contract for publication in the catalog. There is no charge for a photo used in the catalog
7. All registration certificates, transfer forms and breeders certificates must be signed and submitted with this consignment contract and the consignment fee. Incomplete forms, insufficient fee or missing forma that are not corrected in time for entry deadline will be cause to not accept the entry. Required health certificates and coggins test reports must be submitted to the sale office prior to the horse entering the sale arena MARES IN FOAL MUST HAVE A SIGNED BREEDER CERTIFICATE BY SALE DAY. NO EXCEPTIONS
8. Sale horses being shown in the World Show or Warm-Up Circuit must have a show stall that is to be paid with show entry fee. Horses not being shown will be stalled in the sale area of the barns. The sale consignment fee includes, catalog and internet listing (if submitted in time) and stall fee for horses not entered in the show.
9. If entry is withdrawn due to sickness or injury, Sale Management must be notified a veterinary statement, of the fact, prior to the sale in order to not be assessed the "failure to show fee". No refunds will be given for consignment fees for any reason. The consignor may, however, substitute another horse upon approval of sale management.
10. Consignors agree and promise that once consigned, their entry will be reserved for the IBHA World Sale and that should such consigned entry be sold prior to the World Sale the consignor will pay the IBHA Sale 8% of the selling fee in addition to the consignment fee for return of registration certificates.
11. Consignors will be charged a commission of eight percent (8%) of the amount of the selling price of the horse or \$80.00 whichever is greater. Sale Management will deduct the commission and any vet fees incurred, such as fees for coggins or health certificate, from the proceeds of the sale when making payment. Sale Management will settle with the consignors for the sale of their entry, not earlier than 15 work days from the day of the sale unless the buyer pays for the purchase with cash, certified funds, or visa/MasterCard. In such case of acceptable payment the consignor can be paid on sale day. Should a consignor sell an entry privately, prior to the sale or within 24 hours of the sale, on the sale grounds, the established commission will apply and the seller and buyer shall both contact the cashier to make proper settlement, assure clear title and correct paperwork to the buyer and have proper payment made to the seller.
12. The consignor has the right to have final bid on his/her entry or to declare "NO SALE" after the bidding is complete but prior to the horse leaving the sale arena. Once an entry leaves the sale arena with no statement or refusal of last bid or NO SALE, the entry will be considered sold by the Sale Management with no recourse from the seller. If "NO SALE" is declared, a fee of \$80.00 will be assessed in addition to consignment fee.
13. Should the seller reserve the right to complete the exhibition of a horse on the day after the sale such statement is to be declared when the horse enters the sale arena, The seller then is responsible for the safety and condition of the horse until the completion of the last class entered. In such instance, the buyer is required to pay for the horse on the day of the sale and assumes ownership and responsibility after the horse completes the last class of exhibition. A buyer can only reject the purchase if the horse is injured prior to completion of the last class exhibited. In such case the purchase price would be refunded to the buyer and the seller remains responsible for the sale commission and any other fees. The seller then would maintain ownership of such injured horse with no recourse to the buyer, the sale management or the International Buckskin Horse Association.
14. Sale Management and/or IBHA reserve the right to edit, correct or add to the footnotes and also to reject any photos that are unsatisfactory for reproduction in the catalog regarding any and all entries received. The entire auction may be recorded on tape. Taped statements will be used to settle disputes.
15. By signature below, the consignor or agent does hereby agree to the conditions of this contract as stated herein.
16. All sale horses must be coggins tested negative within six (6) months of the sale date and have a current thirty (30) day health certificate on file at the sale office prior to being assigned a stall.
17. A serviceable halter and lead must be furnished by the consignor for each entry. Failure to do so will result in Sale Management purchasing a new halter lead and deducting the cost from the proceeds of the sale to the consignor.
18. Sale horses entered in the Dunarama World Show or Warm-Up Circuit are to be moved to the sale barn on sale day for viewing. All sale horses are to have their sale number attached to their stall by sale day and are to be tagged prior to the preview of the sale.
19. The sale and all transactions between buyer, consignor and IBHA will be governed by the Laws of the State of Tennessee.

I do hereby agree to the above terms and conditions.

*Signed _____

Printed Name _____ Date _____

NOTE: BOTH SIDES OF THIS CONTRACT MUST BE SIGNED.