

# 47<sup>TH</sup> ANNUAL

## SOUTHERN SELECT SALE

LIMITED TO  
50 HEAD

EARLY CONSIGNMENTS  
WILL BE PART OF THE  
NATIONAL ADVERTISING

**SATURDAY**

**2:00 P.M.**

**FEBRUARY 17, 2007**

Held in conjunction with  
SAN ANTONIO LIVESTOCK SHOW & RODEO  
FREEMAN COLISEUM HORSE SHOW ARENA  
SAN ANTONIO, TEXAS



**CONSIGNORS CONTRACT: READ BEFORE SIGNING**  
**TERMS & CONDITIONS OF ENTRY**

I hereby consign the foregoing livestock (the "Animal(s)") to the Texas Appaloosa Horse Club Sale (Southern Select Sale), for sale in the designated Sale and inclusion in the Sale Catalog subject to the following terms and conditions:

1. I warrant title to each Animal free from all adverse claims to ownership, use or possession and agree to defend title against claims. I authorize you to advertise and sell each Animal at public auction, to make the representation and warranties set forth in the Sale Conditions on my behalf, to deliver possession of each Animal to the highest recognized bidder, to transfer title thereto and to receive and disburse the proceeds of sale for my account.
2. A preference for regular registered ApHC horses will be given in selecting the 50 horses. Nominated horses must be registered with the ApHC or mares in foal to an ApHC regular registered stallion with the AQHA, JC, or AHRA.
3. Nominations must be in the TAHC Office by December 15 for inclusion in the National Advertising and for inclusion in the catalogue. If all 50 slots are not full at that time, supplement horses will be accepted until January 15. All entries are to be returned to TAHC, P.O. Box 506, Red Oak, TX 75154.
4. All nominations must be accompanied by (1) original registration papers (all horses in the sale must be registered, excluding new foals on the mare), (2) a properly completed and signed transfer of ownership for the appropriate breed, (3) breeders certificate if mare is in foal or foal at her side, (4) two (2) photos for use in screening horses and use in the catalog, (5) \$225.00 Consignment Fee for 1<sup>st</sup> deadline, or \$350.00 Consignment Fee for supplement entries. All horses are subject to screening and will only be officially accepted into the sale upon written notification. If your horse is refused for any reason, all materials and consignment fee will be returned to the consignor.
5. A sale commission of eight percent (8%) of the final recognized bid or a flat commission fee of \$150.00, whichever is greater, will be charged and deducted from Consignor's account prior to settlement with Consignor following the sale. All consigned horses sold on the auction grounds are subject to this sale commission. The sale commission is due even if the owner buys the horse back.
6. Withdrawals will be allowed with written notification to the Texas Appaloosa Horse Club by the December 15<sup>th</sup> cataloguing date by a licensed Veterinarian stating that horse has died (at which time the papers will be mailed to the appropriate registry with the letter from the Veterinarian), received injury which affects the horse's marketability, or has acquired an illness which prevents the horse from meeting proper health requirements. Withdrawals presented in this manner must also be accompanied by \$150.00, which is in addition to the consignment fee, for the cost of cataloguing, advertising, and the cost associated with removing the horse from the sale. **Any horse that is a no show will be charged \$300.00 unless the horse is dead or injured as specified in the above statement.** All papers will be held until this is paid and if refusal to pay, you will be suspended from the ApHC and all legal bills will become the responsibility of the owner - consignor of said horse.
7. All sale horses must have a current Coggins Test (within 150 days of Sale) and a Health Certificate within thirty (30) days of Sale. Each horse must be on a separate Health Certificate (original; no copies) with an original Coggins Test. This must be presented at the Sale Office by 9:00 a.m. Saturday, February 17. **There will be a \$25.00 charge if proper paper work is not sent with consignment.**
8. Sale Management reserves the right to assign stalls in any order they feel will benefit the Sale; to determine the Sale order at random; change the time, date, or location of the Sale if circumstances demand; refuse to sell a horse if the owner or agent are acting in a fashion deemed dishonorable by Sale Management; reject the horse if it is in a condition that is detrimental to the Sale.
9. Consignor will have the horse at the assigned Sale Stall by 6:00 p.m. on Friday, February 16, 2007. It is the responsibility of the consignor to furnish feed, water, and bedding for the animal. The consignor will leave a halter and lead rope with the animal after the Sale. If this is not furnished, the cost of a halter and lead rope will be deducted from the consignor's account.
10. With respect to any and all warranties, the Sale Management, auctioneers and clerks do not represent the Buyer or Consignor, but merely provide a medium for bringing together the Buyer and Consignor for the purpose of sale transactions. All responsibilities and guarantees lie solely between Buyer and Consignor. Except as otherwise announced by the auctioneer at time of sale, the Consignor represents and warrants unto Buyer as follows: (1) the horse is free of functional deficiencies with respect to eyes, wind and limb, (2) the horse is not a "cribber", (3) the horse has not been nerved, (4) the sex or condition of a gelding or ridgeling is as described in the catalog, (5) a colt or stallion at least 18 months of age does possess, at time of sale, two testes descended to the scrotum, (6) title to the horse is free from all adverse claims of ownership, use or possession, and (7) the condition known as Hyperkalemic Periodic Paralysis (HYPP) is as stated or announced at time of sale and no statement or announcement means that the consignor has not disclosed to the sale management whether the horse has been HYPP tested or not, nor the results of such test. In the event that a horse possesses any of these defects or any other defect, it shall be the Consignor's sole responsibility to inform Sale Management, auctioneer or announcer of such defects in a timely manner so that proper announcements can be made while the horse is in the auction ring. A recorded tape will be made of the entire sale which shall be used to determine what announcements were made.
11. The Consignor will be paid in no fewer than 14 banking days after Sale (March 10, 2007). If the Buyer refuses to pay or accept the horse sold, the Sale Management reserves the right to accept the same purchase amount from another person, accept the next highest bid, put the horse up for sale a second time, or retain it for the Consignor as unsold. Sale Management, Auctioneer, employees, or representatives are not liable for the difference if the horse does not resell for the original amount.
12. **RESPONSIBILITY:** All consignments in the Horse sale will be under control of the San Antonio Livestock Exposition and the Texas Appaloosa Horse Club, but the management and their employees will in no case be responsible for any loss, or damage, or injury to horses consigned, or for any article of any kind or nature that may be lost or destroyed or in any way injured. Each consignor will be solely responsible for any consequential or other loss, injury or damage done to or occasioned by or arising from any horse or article owned or exhibited by him, and shall indemnify the San Antonio Livestock Exposition and the Texas Appaloosa Horse Club against all legal or other proceedings, claims or demands of any kind or nature, in regard thereto, or that may arise from negligence of the person in charge or any such horse or article.
13. I understand that the terms of the Sale Conditions and Settlement Procedures published in the Sale catalog will govern the sale of each Animal and I hereby approve the same and agree to be bound thereby.
14. This agreement will be binding on me, by heirs, personal representatives, successors, permitted assigns, and successor in ownership of each Animal and will incur to the benefit of your successor and assigns.
15. **All consignors must be a current member of the Texas Appaloosa Horse Club. Single: \$20.00 Couple: \$30.00**

