

AUGUSTA FUTURITY SELECT SALE 2010

January 30, 2010

NOMINATION AGREEMENT

Consignment Deadline is November 24, 2009

Early nominations are encouraged as entries may exceed sale allotment.

CONSIGNMENT FEE

\$400 FOR EACH HORSE ! 8% COMMISSION ON ALL SALES

PASS-OUT FEE 8% OF RING BID NOT TO EXCEED \$400

VETERINARY REQUIREMENTS: COGGINS WITHIN 6 MONTHS & HEALTH CERTIFICATE WITHIN 30 DAYS OF SALE

ALL FEES AND ORIGINAL PAPERWORK MUST BE RETURNED BEFORE HORSE IS CATALOGED

EACH HORSE WILL BE SCREENED FOR MARKETABILITY. THE SIRE AND DAM RECORDS, AS WELL AS SHOW RECORDS, PLAY AN IMPORTANT PART IN THE EVALUATION AND ACCEPTANCE INTO THIS SALE.

***** IF HORSES ARE NOT ACCEPTED TO THE SALE, ALL PAPERWORK AND FEES WILL BE RETURNED. *****

OWNER _____ E-MAIL _____

ADDRESS _____

TELEPHONE _____ FAX # _____ CELL# _____

IMPORTANT-TO BE CATALOGED IN THE NAME OF:

MAKE CHECK PAYABLE TO _____

REGISTERED NAME OF HORSE _____ REG. NO. _____

IF NAME PENDING SIRE: _____ DAM: _____

FOALING DATE (MM/DD/YY) _____ COLOR _____ SEX _____

<p>FOR BROODMARES ONLY: Please fill out completely</p> <p>DID MARE HAVE A 2009 FOAL? _____ IF YES, SPECIFY SEX _____ SIRE: _____</p> <p>STALLION BRED TO FOR 2010 _____</p> <p>FOR CUTTING HORSES ONLY: Please fill out completely</p> <p>INDICATE TRAINER FOR CATALOG REFERENCE: _____</p> <p>WILL ENTRY BE DEMONSTRATED ON CATTLE AT SALE? YES _____ NO _____</p>

CATALOG NOTES: CRIBBER? yes ___ no ___ CRYPTORCHID? yes ___ no ___ PARROT MOUTH? yes ___ no ___

FOOTNOTES: Include eligibilities, earnings, produce record or any other pertinent information.

Indicate Agent or Representative: _____

STALLS WILL BE PROVIDED AT NO CHARGE FOR FRIDAY AND SATURDAY PRIOR TO THE SALE. IF STALLS ARE NEEDED EARLIER THAN FRIDAY, THEN YOU MUST CONTACT THE AUGUSTA FUTURITY STALL OFFICE.

The undersigned seller represents that information supplied above is true and correct, agrees to the terms and conditions of entry on page 2, and submits the above described horse for consignment.

Signature _____, Seller Date _____

CONTRACT WILL NOT BE ACCEPTED UNLESS SIGNED ON FRONT AND BACK
PHOTOCOPIES OF THIS AGREEMENT FOR ADDITIONAL HORSES ARE ACCEPTABLE

Ben Emison Sale Company
426 Charlie Way - Weatherford, Texas 76087
817-599-9001 · FAX 817-599-0103 · Ben's Cell – 817-304-1988

Augusta Futurity Select Sale - Consignor Contract

Page 2

Please Read Carefully Prior To Signing

The consignor agrees to consign the horse named on page 1 of this agreement to the determined sale and for inclusion in the sale catalog subject to the following terms and conditions.

1. Consignor agrees to deliver the following in a form satisfactory; A) the sale entry fee; B) consignor contract properly completed; C) original certificate of registration and transfer report; D) applicable stallion breeders certificate. All requirements must be fulfilled before an entry will be cataloged.
2. Consignor agrees to a sale commission of 8% of the sale price for each horse. Such sale commission is in addition to the sale entry fee.
3. Entry fees are non-refundable unless a nomination is returned by sale management. Upon acceptance, sale management=s authority to sell each animal is irrevocable and each such animal will be offered at the sale unless excused due to death or injury. An acceptable veterinary statement must be presented to sale management in such case. Substitutions will be accepted only in case of death or injury to original consignment, but must be approved by sale management. In the event that any horse accepted for this sale, or a properly substituted replacement, does not pass through the sale arena for any reason, consignor further agrees to pay to sale management, on demand, as liquidated damages and not as a penalty, a total amount to twice the entry fee.
4. Consignor agrees to provide for each animal, an original negative coggins test report dated not later than 6 months prior to sale date and a health certificate issued within 30 days of the sale. A halter and lead rope must accompany each horse sold. There is also no charge for pedigree research.
5. The right to bid, repurchase or pass-out (P.O.), is reserved by the consignor or his representative. Any such action must be made prior to the horse departing the auction arena. Title to the animal passes to the buyer immediately at the final fall of the auctioneer=s gavel, unless such repurchase or pass-out (P.O.) is clearly indicated immediately by the consignor, his representative, or the auctioneer. The pass-out (P.O.) Fee will be 8% of the final ring bid not to exceed \$400..
6. Settlement for any purchase must be made directly to the sale cashier. Payment by a buyer to any other source is prohibited and is not recognized as settlement. Every consignment must pass through the auction arena.
7. **WARRANTIES** A) All horses are sold >as is= with all existing conditions and defects except as expressly provided below or as announced otherwise by the consignor from the auction block. Any and all guarantees made by the consignor from the auction block are made solely between the consignor and the buyer; B) Consignor does represent and warrant unto sale management and the buyer of each animal the following unless otherwise announced at time of sale: 1) the horse is sound of eyes and wind; 2) the horse is not a cribber; 3) the horse has not been nerved nor has navicular disease; 4) the sex of the horse is as described in the catalog; 5) a gelding is not a bridgeling; 6) a colt or stallion at least 18 months of age does possess at the time of sale, two testes descended to the scrotum; 7) the horse does not possess the defect commonly know as a parrot mouth; 8) title of the horse is free from all adverse claims of ownership, use, or possession and consignor agrees to defend title against all claims. C) Sale management is not responsible for buyer or consignor misunderstanding. If a dispute arises between a buyer and the consignor, an examination from the Official Sale Veterinarian may be used to help settle misunderstandings on disputes. Then, the question of Alimited warranty@ or Aguarantees made by the consignor from the auction block@ shall be settled strictly between the buyer and consignor.
8. **RIGHT OF RETURN** A) Consignor understands that all horses are subject to veterinary testing for all Alimited warranties@ described above, and for all Aguarantees made by the consignor from the auction block@. Buyer has the right, at his expense, to have an examination performed by the Official Sale Veterinarian on any horse purchased immediately upon horses=s exit from the auction arena. If in the Official Sale Veterinarian=s findings, a horse was sold and misrepresented in regard to the Alimited warranties@ listed above or in regard to Aguarantees made by the consignor from the auction block@, buyer has the right to refuse purchase and relinquish title. In such case, all fees associated with the sale that was made become due to auction management from the consignor. B) If a buyer chooses not to have an examination performed by the official sale veterinarian before the horse leaves the sale facility or the stall area, the horse is then SOLD without warranty and with all faults. All sales are final and the buyer has absolutely no right of recourse or to reject any horse.
9. Final pregnancy status on broodmares will be announced from the auction block and will take precedence over printed material in the catalog or in advertising. All broodmares are subject to a pregnancy examination by the Official Sale Veterinarian immediately upon exit from the auction arena and at the buyer=s expense. Any broodmare whose pregnancy status is not as represented may be returned to the consignor as unsold. Any guarantee of a return breeding or refund of stud fees is strictly between the buyer and the consignor.
10. The accuracy of all information in the catalog is the sole responsibility of the consignor, as is the certainty that all announcements regarding catalog changes, warranties or defects are made while the horse is in the auction arena. The sale management, or any representative thereof, does not assume any responsibility or liability for errors or omission, or for any verbal or written statement regarding the animal sold.
11. Consignor fully understands and agrees that payment from sale management for horses sold will begin after buyer=s check clears the bank, all paperwork is complete, buyer has not failed to pay for horse for any reason, or no other extraordinary controversy has arisen. Sale management is authorized to withhold any payments due to consignor until all necessary original documents and any payments due are satisfactorily delivered. Original registration certificate and other pertinent forms will be held by sale management until buyer=s payment clears the drawee=s bank and becomes unconditional credit. In the event a bid is not honored or buyer=s payment is insufficient, seller shall hold auction management and its associates harmless. The responsibility of the animal in such a case is that of the seller. However, every possible effort will be made by management to assure sellers that bids will be honored and that buyers payment is sufficient.
12. A) Upon payment clearance, all applicable paperwork will be forwarded directly to the proper breed association from sale management. The buyer will be responsible for only one transfer fee. Originals will be released to the buyer if all balances due are paid in U.S. currency. B) Original registration certificate and accompanying paperwork will be released to consignors on horses not sold (repurchases), after all expenses are paid.
13. Consignor understands that sale management reserves the right to: A) accept the nominations it so chooses for the sale; B) reject any consignment upon arrival to sale grounds, that in it=s sole judgement is not up to the standards of quality for the sale, or if any original paperwork is not correct and in proper order. The sale entry fee and the liquidated damages sum, in such cash, will be due; C) determine, or have a representative determine, the order of sale of all animals; D) visually and/or medically examine each animal and make such catalog corrections and announcements as sale management deems appropriate.
14. Consignor agrees to indemnify and hold sale management, or any representative thereof, harmless from all claims, expenses and costs (including, without limitation, attorney=s fees) arising out of: A) consignors entry or sale of any animal; B) any question of title or consignors authority to sell animal; C) any lien attachment or claim asserted against any animal or the proceeds of sale; D) any claimed default in consignors representations or warranties with respect to any animal; E) loss or damage to property and injury or death of persons caused directly or indirectly by consignor, his agents or employees or any animal; F) consignor default in performance hereunder. Consignor agrees to pay sale management, on demand, the full amount of any loss which may be incurred in settlement of any claim or demand on account thereof.
15. **OTHER** A) Consignor agrees to deliver animal to the sale location not later that 8:00 A.M. on the anticipated sale date to check-in with the veterinary. The maintenance of animal is the sole responsibility of the consignor, as is the responsibility of getting it to and from the auction arena. B) All persons attending this sale do so at their own risk, and are urged to use caution while on the grounds. C) Any item not covered in this consignor contract or in the Sale Conditions shall be regulated according to the established customs and practices of professional sale management companies.

Consignor is hereby bound by this contract as well as the Sale Conditions published in the sale catalog. This contract is binding to all parties involved.

I have read, approved and agree to be bound by the foregoing conditions of this consignor contract.

Printed Name

Signature

Date