



NEW MEXICO - BRED YEARLINGS & OPEN THOROUGHBRED YEARLINGS

www.raceruidoso.com/horse-sales

ALL AMERICAN RUIDOSO HORSE SALES, LLC
2022 NEW MEXICO BRED QH/TB &
OPEN TB YEARLING SALE
August 19-20, 2022

Consignment Fee: *\$650 - Entry Deadline: May 2, 2022

Complete one form for each animal consigned and sign the last page of this contract

ALL SALE ENTRIES MUST BE ACCREDITED NEW MEXICO-BRED
Registration Certificate must be stamped with New Mexico Accreditation at time of consignment
INCLUDE THE ORIGINAL REGISTRATION CERTIFICATE & AQHA TRANSFER WITH THIS ENTRY
*If entry and/or entry's paperwork is submitted after May 2, or if fees are to be withheld from proceeds, consignment fee is \$750
IF HORSE IS NOT YET REGISTERED, A COPY OF THE HORSE'S REGISTRATION APPLICATION MUST ACCOMPANY THIS ENTRY
All horses will be subject to a blood and/or hair sample to be taken immediately after their sale purchase (see Limited Warranty)

CONSIGNED BY: (Complete this line exactly as you wish consignor name to appear in Sale Catalog - include Agent Name if applicable)

HORSE NAME (or "Pending" if not registered)

Breed []AQHA []Thoroughbred AQHA Reg. No. Embryo Transfer? []No []Yes
Foaling Date: Month Day Year Color Sex: []Female []Male []Gelding
[]Check if: Cribber [] Cryptorchid [] Overbite [] Sight Defect []

It is the responsibility of the Consignor to disclose ANY impairments, unsound conditions, or invasive surgery(s) applicable to this animal.

SIRE []QH []TB Reg. no.

DAM []QH []TB Reg. no.

DAM'S SIRE []QH []TB

Engagements (paid through 8/20/22) []All American Triple Crown []AQHA Challenge []New Mexico State Fair QH Fut.

Other Engagements

NET PROCEEDS payout: Proceeds will be disbursed & mailed as specified here. If more than one check is requested, indicate percentage to each payee. It is the consignor's responsibility to notify Sale Company of ownership and/or address changes.

Registered Owner

Address

City, State, Zip

Phone Cell

Email (required)

Name Percentage

Address

City, State, Zip

Name Percentage

Address

City, State, Zip

Agent's Authorization: I appoint and authorize:

(the "Agent") to act on my behalf to do all acts and handle all matters deemed necessary, appropriate or incidental by him/her to the sale of any animal owned by me and offered for sale at the Sale, including, but not limited to, the Conditions of Sale appearing on the Consignors Contract accompanying this form.

Signed (Registered Owner)

Signed (Agent)

Agent's Address

City, State, Zip

Phone(s)

Cell Phone

Email (required)

DUE AT TIME OF ENTRY:

- [] Completed & Signed CONSIGNMENT FORM
[] Original Parentage Verified AQHA REGISTRATION CERTIFICATE
[] Completed and properly signed AQHA TRANSFER REPORT

ORIGINALS (NOT COPIES) DUE AT TIME OF SALE:

- [] A licensed veterinarian's HEALTH CERTIFICATE dated no earlier than 7 days prior to the Sale See EHV-1 requirements
[] A current negative COGGINS TEST dated no earlier than twelve (12) months prior to the Sale.

FOR OFFICE USE ONLY: Date Received From Date to RG XREF

Number of Paid Entries: @ \$ Balance owed \$ Check # Withhold from Proceeds

HORSE NAME: _____ SIRE: _____ DAM: _____

All-American Ruidoso Horse Sales, LLC
2022 New Mexico Bred QH/TB Yearling & Open TB Sale
CONSIGNOR'S CONTRACT

(A signed Consignor's Contract is mandatory for sale entry acceptance.)

1. **I hereby consign** the foregoing livestock the ("Animals") for sale in the Ruidoso Horse Sale (RHS) 2022 RUIDOSO NEW MEXICO-BRED QH/TB YEARLING SALE ("Auctioneer") to be included in the catalog subject to the following **Terms and Conditions**:
I warrant title to each Animal free from all adverse claims to ownership, use or possession, parentage, and agree to defend title against all claims, including any claims which arise from the Animal's failure to satisfy the Breed Association's requirement of parentage verification. I authorize Auctioneer 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 from my account. I understand that the RHS is responsible to protect a consignor's desired bid only if said consignor **completes a Reserve Bid request at least 2 hrs. prior to the auction.** I understand that this Contract constitutes a Power Of Attorney to do so.
2. **I agree to pay** Auctioneer the designated Entry Fee by the Withdrawal Date for each animal and agree that the Entry Fee will be deemed earned by Auctioneer on that date. I understand that I have the right to withdraw any Animal at any time prior to the Withdrawal Date and receive a full refund of the Entry Fee by delivery of **written notice** to Auctioneer. Effective on the Withdrawal Date, I agree that Auctioneer's authority to sell each Animal will be irrevocable, and that each Animal will be offered at the Sale unless the Animal is excused by the Auctioneer, on demand, as liquidated damages, the Entry Fee and the sum equal to ten percent (10%) of the amount of the sale price, if the animal has been sold, or a penalty of \$500, whichever is greater. I understand that the Entry Fees and Conditions of Acceptance to the Sale are as follows:
Sale Entry Fee is \$650 for QH & TB yearlings plus a Sales Commission of 5% or a minimum of **\$250**, whichever is greater, of the final recognized bid at the Sale, by whosoever made, regardless of whether such Animal is sold, not sold, or did not receive a bid. Unless waived by announcement, there shall be an upset price of \$1500 on any animal entering the sales ring. If an opening bid in the amount of the upset price is not immediately forthcoming to the auctioneer's call, the animal shall be passed out as unsold and the minimum commission of \$250 applied to consignor's final settlement. Any fees received after the entry deadline are subject to a \$100 late fee per animal. **(If the entry fee is to be withheld from proceeds, the fee is considered "late" and increases by \$100 to \$750.)**
After entry is made, there shall be no substitutions. If animal is withdrawn after the deadline no refund of entry fee will be permitted unless a licensed veterinarian determines that the animal is unfit for sale due to injury, illness or death. Upon receipt of the veterinarian's written statement the Sale Co. will then consider a refund not to exceed \$200. **There will be no refunds for any reason after entries have been sent to the catalog company** (approx. the first week in June).
- I understand** that the aforementioned Entry Fee(s) covers the cost of stalls, stall cards, pedigree analysis, and handling of entries prior to the Sale. I understand expenses incurred by Auctioneer through the sale or attempted sale of the animal(s) will be my responsibility, and I authorize the Auctioneer to deduct all sums owing to Auctioneer from my account and in the event of any deficiency, I agree to immediately pay Auctioneer the balance due.
I understand due to limited stall space, Auctioneer may select entries based upon pedigree alone at any time and may refuse entries, refunding full entry fee.
3. **I understand** that the Auctioneer reserves the right to: (i) reject the entry of any Animal in the Sale at any time; (ii) approve any assignment of my rights and obligations under this agreement; (iii) determine the order of sale of all Animals; (iv) assign stabling facilities at the discretion of the Sales Office; (v) examine each Animal and make such catalog corrections and announcements as Auctioneer deems appropriate; (vi) reject Animal if Animal is not in saleable condition on Date of Sale, retaining entire Entry Fee, and (vii) change the time, date, or location of the Sale should circumstances, in Auctioneer's sole discretion, necessitate such change(s).
4. **I agree prior to entry/withdrawal deadline** to deliver to Auctioneer the following documents;
 - a. **Parentage-verified, NM-Horse-Breeders-stamped, CERTIFICATE OF REGISTRATION;**
 - b. **AQHA Transfer Report fully completed for Quarter Horse entries;**
 - c. **Consignor's Contract, signed and dated.**If inaccuracies are found after Sale Inspectors compare the animal with the Certificate an AQHA Corrected Certificate will be prepared by the Sale office, accompanied by photographs and appropriate fees. An administrative fee of \$200 to cover AQHA charges and postage and handling costs will be assessed the seller. **I agree to check the Certificate of Registration for accuracy of all information contained therein and thereby guarantee its authenticity or pay the described fee if the Certificate is found to be in error.** Only entries displaying the New Mexico Horse Breeder's stamp on the Registration Certificate will be accepted.
5. **I agree to deliver to the Sales office upon arrival at the sale** the following documents as prescribed below: **No animal will be sold unless all required documents are on file in the Sales Office prior to the auction.**
 - a. A negative **COGGINS TEST** dated no earlier than 6 months prior to sale date;
 - b. A licensed Veterinarian's **HEALTH CERTIFICATE** issued within 10 days of the Sale indicating:
 - i. that the horse has been vaccinated with an FDA approved live or killed virus vaccine for EHV-1 not less than 14 days and not more than 180 days prior to the date of sale. The veterinarian must provide the date of vaccination, the brand, serial number, and expiration date of vaccine.
 - ii. the Health Certificate must contain a statement by the issuing veterinarian that he/she has physically examined each horse within 72 hours of issuing the Certificate and that it does not exhibit any clinical signs of the virus, that its' temperature was normal at the time of examination, and that the horse has not received medication that has been shown to reduce the horse's temperature within the past 24 hours, that the owner/trainer verified that the horse has not been exposed to a suspected EHV-1 positive horse, and that the horse has not been stabled in a EHV-1 quarantined County within the past 21 days.
6. **I understand** that all necessary documents regarding sale of the Animal must be in possession of Auctioneer prior to Sale in order to receive Net Proceeds from the sale of my Animal. Net Proceeds will be distributed **NO EARLIER THAN FORTY-FIVE (45) DAYS AFTER DATE OF SALE** and that Auctioneer will remit only those Net Proceeds that have been received **IN CASH** from purchasers of my consignment. I understand that proceeds will not be distributed on any Animal that is subject of a dispute or claim by purchaser until such dispute or claim is resolved and the proceeds of sale have been received in cash by the Auctioneer, nor will Auctioneer distribute proceeds of any Animal sold on credit or by check until such net proceeds are received by Auctioneer in cash. I understand that I am not entitled to any interest or monetary compensation for any such delay in the distribution of Net Proceeds.
7. **I agree to provide** such information as Auctioneer might request with respect to the ownership, description, pedigree, parentage verification, produce, performance, health and conformation of each Animal, and **I AGREE TO REVIEW SALE CATALOG AND PROMPTLY NOTIFY AUCTIONEER OF ANY CORRECTIONS THERETO.** I understand that I am the sole guarantor of all information regarding my Animal(s) in Sale Catalog and that neither the Auctioneer nor the Sale Catalog Production Company employed by Auctioneer will be held responsible for errors in documentation of Sale Catalog. Requests for proof copies by Consignor must be made directly to the Catalog Production Co.

and any charges will be borne by Consignor. Engagements: only Triple Crown nominated entries are verified by the Sale Co. All other engagements are assumed correct as Stated by the consignor on the entry form and are not verified by the Sale Co.

8. **I represent and warrant** to the buyer and to the Auctioneer the following:
- a. Title to the Animal free from all adverse claims to ownership, use, or possession;
 - b. The Animal is sound of eyes and mouth;
 - c. The Animal is not a "Cribber";
 - d. The sex and condition as a stallion, gelding, or ridgeling, of the Animal is as described in the Sale Catalog;
 - e. The Animal is not afflicted with Locomotor Ataxia (Wobbler Syndrome);
 - f. That the pedigree of the animal is as represented and that the *parentage represented herein has been verified* and could be verified again by DNA testing in accordance with the Breed Association;
 - g. The animal has not been administered any Exogenous Anabolic Steroids. (The sale company may conduct random testing at its discretion.)
 - h. That I will disclose any **Invasive Surgery(s)** that the animal has had and provide a veterinarian's certification that the animal has suffered no ill effects from such surgery.
 - i. The sale of a Thoroughbred or Quarter Horse shall be considered an unfair or deceptive act of practice if the seller (1) knows or has reason to know the horse has been administered a substance that the authority determines has a long-term degrading effect on the soundness of the horse, and (2) fails to disclose to the buyer the administration of such substance.
- I understand** that I am required to inform the auctioneer of any such aforementioned physical conditions at time of entry for inclusion in the catalog or any conditions occurring after entry as an announcement at the sale or face purchaser's possible refusal of the animal and forfeiture of my entry fee and sale proceeds.

9. **I agree to deliver** each Animal F.O.B. to the Sale location no later than 8:00am local time on the anticipated Sale date. I understand that the maintenance of each Animal is my responsibility until sold, and I agree to care for each Animal while stabled on the Sale premises in accordance with Auctioneer's husbandry and stabling policies. On my failure to so care for any Animal, I agree that Auctioneer may, at Auctioneer's option, undertake such care, and I agree to reimburse Auctioneer for all expenses of stabling, feed, veterinarian care, transportation, and maintenance of Animal. I agree that Auctioneer will not incur any liability whatsoever for the loss, damage, injury, death or illness of any Animal.

10. **I understand** that neither the Auctioneer nor the Sale Catalog Company will be held responsible for providing information as to multiple embryos (foals of the same year) out of dams in the Sale; nor will either company be held liable in any way for buyer's belated awareness of such information. I understand that I am the sole guarantor of any such Warranty.

11. **I understand** that Auctioneer will use reasonable efforts to verify the financial responsibility of the Buyer of each Animal, and that possession of each Animal will be released to the buyer against receipt of future payment after satisfaction of Auctioneer's Settlement Procedures. I agree that if the sale of any Animal is not consummated by reason of the default of the buyer or otherwise, Auctioneer shall not be liable for the purchase price of the Animal and Auctioneer's sole obligation shall be to assist me in the collection of the purchase price of the Animal, recovery of the Animal or resale of the Animal at the Sale or by private sale to the extent that I might request. I understand that Auctioneer does not guarantee the validity, enforceability, payment or collection of any instrument delivered to Auctioneer in payment of the purchase price of any Animal. Any obligation which Auctioneer might owe to me by reason of a buyer's default will be discharged by Auctioneer's resale of the Animal by public or private sale, whether or not the resale price equals the price agreed to be paid by the defaulting buyer.

12. **I agree to indemnify** and hold Auctioneer harmless from all claims, expenses and costs (including without limitation, attorney's fees) arising out of:
- a. Any question of title to or my authority to sell any Animal;
 - b. Any lien, attachment or claim asserted against any Animal or the proceeds of Sale;
 - c. Any claimed default in my representations or warranties with respect to any Animal;
 - d. Loss of damage to property and injury or death of persons caused directly or indirectly by me, my agents, or employees, or any animal;
 - e. My entry or sale of any Animal;
 - f. Any questions of parentage of Animal or any failure of the Animal to verify its parentage as represented herein and in the Sale Catalog;
 - g. My default in performance hereunder;

I AGREE TO PAY AUCTIONEER, ON DEMAND, THE FULL AMOUNT OF ANY LOSS WHICH AUCTIONEER MAY INCUR IN SETTLEMENT OF ANY CLAIM OR DEMAND ON ACCOUNT THEREOF.

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, as will the laws of the State wherein the Sale is held, and I hereby approve the same and agree to be bound thereby. I understand that should any provision of Auctioneer's contract be held illegal, such illegality or invalidity shall not affect the remaining provisions of the Contract.
14. **This Agreement is binding** on me, my heirs, personal representatives, successors, permitted Assigns, any successor in ownership of each Animal, and will inure to the benefit of Auctioneer's successors and assigns. Any person signing this agreement will be jointly and severally liable for the upholding of these Conditions. I have read the foregoing terms and conditions, and upon signing this Contract, agree to abide by them.

SIGNATURE: _____ DATE: _____

(IF SIGNED BY AGENT, AGENT AUTHORIZATION MUST BE COMPLETED ON CONSIGNMENT FORM.)

Mail To: Ruidoso Horse Sale Co. POB 909, Ruidoso Downs, NM 88346
Deliver UPS & FedX to: 100 N. Joe Welch Dr. Ruidoso Downs, NM 88346
Emails: wiggins@raceruidoso.com salesoffice@raceruidoso.com

Website: raceruidoso.com/horse-sales