

Mid–A merica Miniature Horse & Pony Sale

April 22, 2017

Saline County Expo Center, Salina, KS
Catalog Deadline March 31, 2017

Consignment Form

(Please type or print; one form for each horse/pony)

Horse's/Pony's Name: _____ Sex: M S G

Does this horse/pony have a reserve? If yes, please list that reserve: \$ _____ (\$10 No Sale fee)

Does this horse/pony sell sound? If no, please comment: _____

Futurity Nominated? Yes HALTER DRIVING

Height: _____ Breed: ASPC ASPR AMHR AMHA Other _____

Registration Number(s): _____ Foaling Date: _____

(ALL Horses/Ponies MUST be registered)

Sire _____ Reg # _____

Dam _____ Reg # _____

Color/Markings: _____

Breeding Status: Open In Foal Breeding Date(s): _____

Covering Sire: _____ Reg #: _____

Preview Horse? Yes No Halter ___ Driving ___ Jumping ___ Obstacle

Comments/Accomplishments:

I would like to consign the following tack: _____

Owner's Name: _____ Phone: _____

Owner's Address: _____
Street City State Zip

Photos: If you would like a photo of your consignment in the catalog and on Facebook, please include a quality photo or email with the horse/pony name or "Tack" in the subject line to midamericaminiponysale@gmail.com by March 25, 2017.

MUST BE MAILED WITH YOUR CONSIGNMENT: Consignment Fee (\$25); Copy of Registration Papers and Breeder's Certificate (if bred mare)

MUST BE PRESENTED DAY OF SALE: Original Registration Certificate; Signed Transfer; Breeders Certificate (if bred mare); Current Coggins; 30 Day Health Certificate

By signing below consignor has read & understands the Terms & Conditions of the entry of this consignment

Signature: _____ Date: _____

Make Check Payable to: Mid-America Sale
911 N Tressin Rd, Salina, KS 67401

Term & Conditions

Please read before signing Consignment Contract

The Consignor releases Mid-America Miniature & Pony Sale , hereinafter referred to as The Sale, auctioneer, employees and representatives from any and all responsibilities, liabilities, law suits, or legal proceedings arising from the sale of this horse. If legal action is initiated against The Sale involving the sale of this horse, the consignor agrees to fully indemnify The Sale from such suit, including legal fees and costs.

Under Kansas Law, there is no liability for the injury to or the death of a participant in domestic animal activities resulting from the inherent risks of domestic animal activities pursuant to Section 1 thru 4. You are assuming the risk of participating in this domestic animal activity. K.S.A 60-4001 through 60-4004.

All entries MUST have a current (within 1 year) negative Coggins test and a 30 day health certificate. NO EXCEPTIONS! Any Consignor not presenting such at the time of sale will not be allowed to sell their horse/pony.

The consignor agrees to pay sale management a consignment/catalog fee of \$25 per animal. The consignment fee must accompany the consignment contract for the horse to be entered into the sale. The consignment fee is non-refundable after acceptance by sale management.

Consignor warrants clear title to the horse with transfer of ownership in order. Sale management must be informed of any and all liens at time of consignment. The transfer report must be signed by the owner or legal agent. The transfer fee to the buyer will be the only transfer fee paid by the buyer unless otherwise disclosed.

At the close of the sale, all animals selling will be charged a 6% commission fee on the final selling price; all tack selling will be charged a 15% commission fee on the final selling price. Any animal not reaching it's reserve price or the Consignor opting to "No Sale" the horse shall be charged a \$10 "No Sale" fee.

The Consignor has the right to turn down the final bid as a NO SALE if the reserve isn't met.

Proceeds from the sale will be paid directly to the seller, and registration papers will be mailed to the buyer 10 banking days after the sale. Buyers wishing to receive registration papers the day of the sale must pay cash.

The Consignor shall declare any and all unsoundness, vices, physical defects and/or cosmetic alterations prior to the sale of the horse understanding that these statements will be announced. This shall include, but not be limited to, defect with eyes/vision, breathing, cribbing, weaving, nerving, founder, navicular disease, overbite, underbite, cryptorchid, or any artificial enhancements. A lame horse or a horse sold with one or more of these conditions that was not announced at the time of sale CAN be rejected by the Buyer. The Buyer has the right to hire a veterinarian to inspect the horse prior to the sale. There is no guarantee between consignor and buyer of compatibility or disposition.

Permission is hereby granted to the Sales Management to edit or add to the Owner's Statement furnished on this contract.

The Consignor retains ownership until the gavel falls. The Consignor is responsible for any feed, care, and presentation of the horse. Upon sale of the horse, Consignor will provide a halter and lead for the Buyer, or be charged an additional \$10 fee for The Sale to provide them. Sale management, sales facility or anyone else directly or indirectly involved with this sale assumes no liability for the horse whatsoever.

Horses/ponies will sell in catalog order. Sale management has the authority to reject any horse, make any announcements or additions to enhance the sale.

The Consignor releases the Sale, Sale Facility and all its employees, representatives, and spectators from any responsibility for any accidents that may occur to horses or equipment or for loss by fire, theft, injury or death to any human or animal in any way or manner.

I have read and recognize that I am responsible for adhering to all terms and conditions of Mid-America Miniature & Pony Sale, and agree to all terms and conditions contained herein. By signing the reverse of this document I agree to all terms and conditions.