



OFFICE USE ONLY
 CK#: _____ REC'D: _____
 CKS: _____
 C.C# _____
 Master Card Visa Exp. Date _____

SATURDAY, NOVEMBER 6, 2010

PREVIEW 10:00 AM ~ SALE 12:00 NOON

Gold Country Fairgrounds ~ Auburn California

ENTRY CLOSING DATE: OCTOBER 15, 2010

- ENTRY FEE: \$100
- SELLING FEE: 10% of selling price
- MINIMUM SELLING FEE: \$75
- PASS OUT/ NO SALE FEE: \$75
- \$100 Never Offered/ No Show Fee

AUCTIONEERS:
 Lane D. Parker ~ Jared L. Parker

PROFESSIONAL SALES MANAGEMENT:
 ALL WESTERN SALES
 1170 W 1000 S Logan, Ut 84321
 (435) 752-7701 ~ Fax (435) 752-0020
 www.SmithfieldLivestock.com

CATALOG HEADING _____ EMAIL: _____

OWNER: _____ PHONE#: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

NAME OF HORSE: _____ AGE: _____ BREED: _____

REG#: _____ DATE FOALED: _____ COLOR: _____

SEX (CIRCLE): FILLY COLT MARE GELDING STALLION

PEDIGREE

 SIRE & REGISTRATION # _____

FILL OUT PEDIGREE ONLY IF A COPY OF REGISTRATION PAPERS ARE NOT ATTACHED

 DAM & REGISTRATION # _____

FOOTNOTES THE OWNER IS RESPONSIBLE FOR FOOTNOTES THAT GO IN THE CATALOG (100 WORD MAXIMUM)

SALE HORSE: _____

SIRE: _____

DAM: _____

1. TITLE: I agree to the terms and conditions set forth below and swear that the information furnished regarding this entry is true and correct. I do hereby further agree that I do have absolute and complete title to the entry listed on the reverse side hereof. In the event the Sales Manager is required to resort to legal action to enforce the terms of this contact, consignor agrees to pay any and all attorney fees associated with or arising from such action.

2. LIABILITY: I do hereby release All Western Sales' auctioneers, employees and representatives thereof from all responsibilities, liabilities, claims, lawsuits, or legal proceeding arising from the sale of this entry and do hereby agree to hold the above named parties harmless from any resulting claims, action, liabilities or judgements whatsoever, and do further agree that should any such arise, I will absolve them from responsibility and take what ever steps are necessary to legally defend them against any such claims or judgements.

3. WITHDRAWAL OR REJECTION: All Western Sales reserves the right to reject any entry. Entry fees will only be refunded if rejected prior to the cataloging. Once cataloged, rejection, or withdrawal may come only as a result of unsoundness or "unfit for sale" conditions, and the entry may be made substituted on approval of All Western Sales.

4. SOUNDNESS GUARANTEE:

a. Permission is hereby given for any prospective buyer to have their own accredited veterinarian perform an inspection on this entry, including pregnancy examination.

b. It is agreed that each brood mare I enter in the sale will be either (1) safe in foal, or (2) open, but free of infectious disease and in sound breeding condition. It is further agreed that the purchaser may have any brood mare examined by a veterinarian acceptable to the consignor before the brood mare is removed from the sale premises but within two hours of the conclusion of the sale. If a brood mare is found not to be as represented, she shall be returned to the Seller as unsold and the Seller will pay the commission as if sold. The purchaser shall pay the examination fee.

c. Any irregularities or unsoundness of any kind must be furnished to the auctioneer. The auctioneer is hereby authorized to announce any such findings before the horse is sold. Violation of this clause gives the buyer the right to return the horse to the consignor, who must pay the sale commission and accept the horse as unsold. **All horses who are ridden through the ring and sell as a result of being ridden through the ring are GUARANTEED SOUND until Monday noon following the Saturday sale. To further define our policy, if the horse sells at 12 noon on Saturday, the horse will be guaranteed sound for an additional 48 hours- noon on Monday. What we consider sound is: Sight out of both eyes, good in air, hits the ground sound on all four feet, and does not crib.**

d. For California horses, coggins test is not required, but it is strongly recommended, as "out of state" buyers may be unable to bid on any horse not tested.

5. LIABILITY FOR ILLNESS: I understand and agree that All Western Sales and all representatives and employees of the Sales

Management do not assume and will not accept any liability for injury or illness or accident to any animal listed and/or consigned for sale. In the event a veterinarian is called to care for or treat my horse, I agree to pay for said care for any unusual and unforeseen expenses in connection with said care and treatment. I further agree to indemnify and hold harmless All Western Sales.

6. TRANSMITTAL OF DOCUMENTS: All registration certificates, transfer reports, breeders certificates, foal applications, entry fees, ect., must accompany this entry form and all must be signed by the owner or legal agent thereof. The sale management will withhold payment to the consignor until the consignor furnishes to the management- all necessary documents for the transfer of the horse to the new owner.

7. CONSIGNMENT & SELLING COST:

a. I agree to pay a consignment fee of \$100.00. It is understood that this fee includes a separate stall for each horse, bedding will NOT be provided.

b. I do hereby agree that I will be charged a selling fee of ten percent (10%) of the amount of the highest bid received and that the Sale Management is authorized to deduct the selling fees from the proceeds when making payment to me. **I understand that in the event my horse sells for less than \$750.00, Sales Managements will deduct from my proceeds a minimum selling fee of \$75.00 in lieu of the ten Percent (10%) commission. The buyer will pay the transfer fee charged by the breed association.**

c. As owner of this entry, I reserve the right to pass this horse from the sale ring as unsold, providing notification of this intent is made to the auctioneer prior to the horse leaving the sales ring. I do further agree that in the event I should exercise the seller's privilege of passing this horse from the sale ring as unsold, that I will pay **\$75.00 pass out/no sale fee.** **Further if I sell the entry on the grounds outside of the sale ring, either before or after he has been through the ring, I agree that the transaction will go through the Sales Management office and commission will be paid.**

d. I hereby covenant, agree and promise that this entry will be reserved for this sale **and that in the event of prior sale, I will pay All Western Sales ten percent (10%) of the selling price in addition to the consignment fee. If, for any reason other than "prior sale" this horse does not show up for the sale, I will pay a "no show" fee of \$100.**

e. A \$5.00 drug fee assessed by the State of California will be deducted from settlement on each horse entered in the sale.

8. PAYMENT OF PROCEEDS: I hereby agree that Auctions, Inc. will tender payment to me in full for this consignment, having made the necessary deductions listed in these Conditions of Entry and **provided I have furnished the Sales Management all necessary documents for the transfer of the horse to the new owner, However, Sales Management is not required to make payment to me until the buyer has made satisfactory payment to Sales Management and until all payments have cleared the bank, and all credit card transactions have been finalized.**

Signature of Owner/ Seller: _____ Date: _____

Printed Name of Owner/ Seller: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone (Home): _____ (Work/ Cell): _____

ENTRY FORM INSTRUCTIONS:

1. Read and fill out both sides of entry form **completely**.
2. **Read & sign** entry form showing that you will **comply with Conditions of Entry**.
3. Entry fee, reg. paper, & signed transfers must accompany entry form.
4. Horses will not be accepted into the auction unless entry form is complete and entry fee is enclosed.
5. **Make checks payable to:**

ALL WESTERN SALES

6. Mail entry from, reg. paper, transfer, and fee to:
ALL WESTERN SALES
1170 West 1000 South
Logan, UT. 84321
7. Direct inquiries to the above address or:
(435) 752-7701
FAX (435) 752-0020
www.SmithfieldLivestock.com
lane@smithfieldlivestock.com