

BFA WORLD BARREL HORSE SALE

NOVEMBER 21, 2019 - 6 P.M.



Sale held during the 2019 BFA World
Championship Barrel Racing Futurity
LAZY E ARENA - GUTHRIE, OK



2019 BFA World Barrel Sale Consignment Form

Catalog Fee: \$400; Commission: 8%, 4% Pass-Out Deadline: 10/3/19

Accepting 90 head of 2016 and 2017 foals along with 2018 foals that are Future Fortune eligible.

SALE DEMONSTRATION: WED. NOV. 20th - 7 P.M.

CONSIGNED BY (list as you want published in the catalog): _____

****BFA MEMBERSHIP IS REQUIRED TO BE A CONSIGNOR - MEMBERSHIP CAN BE COMPLETED AT TIME OF CHECK-IN)**

OWNER INFORMATION:

First Name: _____ Last Name: _____ Phone #: _____

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

Check payable to: _____ (if different than owner's name)

Agent's First Name (if applicable): _____ Agent's Last Name (if applicable): _____

Consignor e-mail address: _____ Agent e-mail address: _____

HORSE INFORMATION:

Horses' Name (as it appears on Registration Papers): _____

Breed (AQHA, APHA, APHC): _____ Registration #: _____

Foaling Date; Year: ____ Month: ____ Day: ____ Sex (Female, Male, Gelding): _____ Color: _____

Sire's Name (as it appears on Registration Papers): _____ Breed: _____

Dam's Name (as it appears on Registration Papers): _____ Breed: _____

CATALOG NOTES:

ENTRY TO BE ACCOMPANIED BY REG. PAPERS, TRANSFER, SIGNED CONTRACT, AND CATALOG FEE

PAYMENT OPTIONS:

Check - Mail with form to: Western Heritage Sales Co.,
13466 State Hwy 39, Blanchard, OK 73010

Credit Card - Number _____

Exp. Date: _____ 3-Digit Code: _____

E-mail with form to: Lohmanranch@gmail.com or

Fax to: 405-344-7298

LIVE WEBCAST OF DEMO AND SALE

Demo video will be played during the sale

Pictures and other videos - e-mail to lohmanranch@gmail.com
for the on-line catalog (available 10/15/19)

On-Line Bidding - Instructions available 10/15/19

ENTRIES RECEIVED BY SEPT. 1 WILL BE INCLUDED IN NATIONAL ADVERTISING

CONSIGNOR'S CONTRACT (A signed contract is mandatory for entry)

I hereby consign the foregoing livestock (the "Animals") to Western Heritage Sales Company, Inc. (WHSC) for sale in the 2019 BFA World Barrel Horse Sale (the "Sale") to be included 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 all claims. I authorize WHSC to advertise and sell each animal at public auction, to make the representation and warranties set forth in the Sale Catalog 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.
2. I agree to pay WHSC the designated Entry Fee on or before the due date and agree that the Entry Fee will be deemed earned by WHSC on that date. I understand that the Entry Fees and Conditions of Acceptance to the Sale are as follows: Sale Entry Fee is \$400, plus a Sales Commission of 8% (for sale) and a Sales Commission of 4% (for repurchase) of the final recognized bid; with a minimum commission of \$150 for repurchase. After entry is made, there shall be no substitutions. There shall be no refund of entry fee after the deadline unless a licensed veterinarian determines that the animal is unfit for sale due to injury or illness or death. Upon receipt of the veterinarian's written statement, the Sale Co. will then consider a refund not to exceed \$200. I understand that the aforementioned Entry Fee(s) covers the cost of stalls, stall signs, pedigree analysis, and handling of entries prior to the Sale. I understand expenses incurred by WHSC through the sale or attempted sale of the animal(s) will be my responsibility, and I authorize WHSC to deduct all sums owing to WHSC from my account and in the event of any deficiency, I agree to immediately pay WHSC the balance due.
3. I understand that WHSC 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 subject to such stabling policies as WHSC may establish; (v) examine each Animal and make such catalog corrections and announcements as WHSC 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 WHSC's sole discretion, necessitate such change(s).
4. I agree prior to entry deadline to deliver to WHSC the following documents for each entry: a) CERTIFICATE OF REGISTRATION ; b) AQHA TRANSFER REPORT fully completed; c) CONSIGNOR'S CONTRACT signed and dated for each entry. Check your Registration Certificate for accuracy. If inaccuracies are found after Sale Inspectors compare the animal with the Certificate a "Corrected Certificate" must be prepared by the Sale office, an administrative fee of \$200 to cover AQHA charges and postage and handling costs will be assessed.
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 six months prior to Sale date- due upon arrival. b) A licensed Veterinarian's HEALTH CERTIFICATE issued within 10 days of the Sale Date.
6. I understand that all necessary documents regarding sale of the Animal must be in possession of WHSC prior to Sale in order to receive Net Proceeds from the sale of my Animal. Net Proceeds will be distributed NO EARLIER THAN TEN (10) DAYS AFTER DATE OF SALE. 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 by the WHSC. 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 WHSC 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 WHSC 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 WHSC nor the Sale Catalog Production Company employed by WHSC will be held responsible for errors in documentation of Sale Catalog.
8. I represent and warrant to the buyer and to the WHSC 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 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. g) That the animal has never been administered any Exogenous Anabolic Steroids. I understand that I AM REQUIRED TO INFORM WHSC OF ANY SUCH AFOREMENTIONED PHYSICAL CONDITIONS AT TIME OF ENTRY FOR INCLUSION IN THE CATALOG OR ANY CONDITION OCCURRING AFTER ENTRY AS AN ANNOUNCEMENT AT THE SALE or face purchaser's possible refusal of 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 11:00 am on the day prior to the sale. 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 WHSC's husbandry and stabling policies. On my failure to so care for any Animal, I agree that WHSC may, at WHSC's option, undertake such care, and I agree to reimburse WHSC for all expenses of stabling, feed, veterinarian care, transportation, and maintenance of Animal. I agree that WHSC will not incur any liability whatsoever for the loss, damage, injury, death or illness of any Animal.
10. I understand that WHSC 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 WHSC'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, WHSC shall not be liable for the purchase price of the Animal and WHSC'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 WHSC does not guarantee the validity, enforceability, payment or collection of any instrument delivered to WHSC in payment of the purchase price of any Animal. Any obligation which WHSC might owe to me by reason of a buyer's default will be discharged by WHSC'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.
11. I agree to indemnify and hold WHSC 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 WHSC, ON DEMAND, THE FULL AMOUNT OF ANY LOSS WHICH WHSC MAY INCUR IN SETTLEMENT OF ANY CLAIM OR DEMAND ON ACCOUNT THEREOF.
12. 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 WHSC's contract be held illegal, such illegality or invalidity shall not affect the remaining provisions of the Contract.
13. This Contract 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 WHSC'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.

PRINTED NAME:

SIGNATURE:

DATE: _____

NOTE: Please make a copy of the Completed Contract for your files before returning this Original to Western Heritage Sales Company.