



NSHA MIXED SALE | CONSIGNORS CONTRACT 2021

1. This contract is entered into between Seller (CONSIGNOR) and the NSHA MIXED SALE at The Run For A Million, (hereinafter referred to as SALE MANAGEMENT) pursuant to the following terms and conditions. Sale date: August 21, 2021 start time immediately following the Gala Select Sale.
2. An Entry Application must be **RECEIVED BY** Sales Management July 1, 2021. All entries are subject to approval and/or acceptance by the Sale Management. Sale Management has the right to reject any horse for any reason.
3. Consignor agrees to a 8% sales commission of final bid to be retained by Sale Management. \$500 Application Fee per approved horse.

ALL SALE HORSES MUST ARRIVE AT THE EVENT NO LATER THAN WEDNESDAY, AUGUST 19, 2021

4. At time of Entry Application, Digital Radiographs **MUST** be provided. Required radiographs are to be uploaded to Asteris at www.asteris.com no later than July 1, 2021 and must be no older than 10 days old at time of uploading. Radiographs will be stored in the Asteris online repository and available for viewing online in addition to the Asteris viewing area at the Gala Select Sale. Said radiographs **WILL** be used for the sale selection process. The list of digital radiograph requirements below will be reviewed by a panel of equine veterinarians to determine eligibility into the sale. Only radiographs submitted by licensed veterinarians are accepted. Information for the veterinarian submitting these radiographs must be specified, including cell phone number and email address, on Entry Application.

VETERINARIAN PANEL INCLUDES: Dr. Clifford M. Honnas, Dr. Russ Peterson, Dr. Otto Stanislaw

MINIMUM REQUIRED RADIOGRAPHS

STIFLE: (Bilateral)

Caudocranial view with 10-20 degree proximodistal beam

Caudal 30-degree lateral – craniomedial oblique – in weight bearing position

HOCK: (Bilateral)

Lateral and Medial

LM, DLPMO, DP, DMPLO

FRONT FOOT NAVICULAR BONE: (Bilateral)

60-degree DP of foot using navicular bone technique

Skyline/Flexor view of navicular bone

KNEE: (Bilateral)

Lateral and Medial

FETLOCK: (Front and Hind Bilateral)

Lateral and Medial

5. All horses accepted to the NSHA MIXED SALE will be examined at the event, **Friday, August 20 start time 10:00AM in order of HIP# in Barn B (Sale Barn)**, by a panel of veterinarians (Dr. John Newcom, Dr. Russ Peterson, Dr. Otto Stanislaw) to determine fitness to sell. **THIS IS NOT A PRE-PURCHASE EXAM.** At that time, if concerns arise, new radiographs will be taken of any particular location of concern. The veterinarian panel will then decide if the horse will be able to be sold through the sale or be withdrawn. The veterinarian's panel decision is final. No refunds or compensation will be provided to consignor if the horse is deemed unfit to sell.
6. **Yearling Preview:** Friday, August 20 starting at 3:00PM with the GALA SELECT YEARLINGS followed by the by the NSHA YEARLINGS by order of HIP#. LOCATION: Priefert Arena 2
7. **Preview on Cattle:** Friday, August 20 starting at 11:00AM by order of HIP#. LOCATION: Priefert Arena 2
8. Consignor agrees that all known defects and/or unsoundness of any nature, and any predisposing genetic condition plus serious health history will be the sole responsibility of Consignor. This includes but is not limited to cribbers, bleeders, cryptorchids, positive genetic disorders, horses that are nerved, horses that have been foundered, horses that possess any deviation from the norm in the eyes, or those that are unsound of wind. Consignor further warrants that said animal is not suffering from any contagious or infectious disease; and has not been medicated so as to alter the horse's gait, manner, disposition or behavior. Any instance of such conditions will eliminate the horse from entering/sold through the sale.

9. Upon execution of this contract, unless not accepted into the sale, Consignor agrees not to dispose of the animal by private sale prior to the NSHA MIXED SALE. The horse will be offered to the final bidder. Consignor further agrees not to withdraw his horse except in case of serious injury or serious sickness (as determined by Sale Management). In the event of serious injury or sickness, Consignor agrees to notify Sale Management within 24 hours of discovery of such sickness or injury in writing to therunforamillion@gmail.com If it becomes necessary to withdraw the horse due to serious injury or sickness, a notarized veterinary statement must be sent certified mail, FEDEX or UPS to Sale Management, within one week of discovery of such sickness or injury. The veterinary statement shall state the date the horse was first examined and should be specific as to the nature of the horse's problems. Substitutions for horses withdrawn due to injury, sickness or death prior to catalog printing will be at the discretion of Sale Management. Any horse withdrawn from the sale, for any reason other than infirmity will be assessed 8% of the selling price (verified with Buyer) or a \$1,000 penalty, whichever is greater. There is no pass out fee charged by Sale Management.
10. Consignor is the sole responsible party for the safety and well-being of their animal until the signing of the Acknowledgment of Purchase form by the final bidder recognized by the auctioneer. Although Sale Management will make every effort to collect the purchase price by the end of the sale day, some Buyers may opt to wire the funds after the date of sale. Registered Buyers will be vetted as best a possible by Sale Management prior to sale. Sale Management will do everything within their power to obtain complete payment prior to the animal's removal from the event/sale grounds. At no time does Sale Management have a pecuniary interest in this animal. The Consignor fully warrants clear title of the animal to the Buyer and thereby represents that there are no encumbrances against the animal. Consignor guarantees to Buyer full, complete and peaceful ownership.
11. Consignor shall give written notice to the Sale Management as to any unsoundness pursuant to Section 8 above 48 hours prior to the commencement of the sale. This notice shall become part of Sale Management's file and must be given to sales clerk before the beginning of the sale. Consignor agrees to receive the horse back as being unsold if a qualified veterinarian determines that animal is unsound, pursuant to Section 8 above, if the particular unsoundness was not announced. The determination and notification to Sale Management in writing of this unsoundness shall be made before the animal is removed from the sale premises or within 24 hours of the start of the sale, whichever comes first, except in the case of founder, bleeder, nerved or cribber in which case the time limit will be 3 days from the beginning of the sale. In the event, there is an allegation of unreported unsoundness, the dispute is solely between the Consignor and Buyer. In disputed cases, involving the soundness of an animal or statement by the Consignor, Sale Management, as Agent, will have the sole right to appoint an expert who shall decide the fact at issue. The decision of the expert shall be binding on Consignor and Buyer. If the Consignor is determined to be at fault, he/she agrees to pay the examination fee. In case the animal is rejected by the Buyer because of misrepresentation of the Consignor and the rejection is sustained by the expert, the Consignor will pay the full commission owed.
12. Sale Management reserves the right to reject the consignment of any Consignor if it considers the animal unsuitable and/or unfit for sale. This determination shall be made at the sole discretion of Sale Management. Sale Management also reserves the right to (a) determine the order of sale of all entries, (b) to assign stabling facilities as it sees fit, and (c) to change the time or date of this sale should unforeseen circumstances necessitate such a change, (d) subject animals to examination by appointed veterinarian prior to sale and said will be sold on his findings. Any animal found to be in unsatisfactory condition or unsound will not be permitted to sell.
13. Every animal consigned to the sale must have an official veterinarian health certificate dated within 30 days of sale and a negative Coggins Test drawn within 6 months of sale date. The Consignor agrees to provide Sales Management with the original EIA (Coggins) laboratory certificate on or before sale day. Failure to do so could result in the horse being eliminated from the sale. If horse is sold without original laboratory certificate and horse proves to be positive within 30 days after the sale, the Consignor agrees to receive the horse back as unsold and will forfeit the sale proceeds and will pay the Buyer's expenses to return the horse.
14. The **original** Breed Registration Certificate, of each animal accepted into the sale, registration must be furnished with a clear title of ownership by the Consignor, including a signed transfer of ownership breed form must be **RECEIVED BY** Sale Management by August 1, 2021. **These must be sent either FEDEX or UPS to The Run For A Million, 28150 N Alma School Pkwy, Suite 103-619, Scottsdale, AZ 85262.**
15. The 5 Panel Genetic Disease Report must be **RECEIVED BY** Sale Management along with **professional** photos and videos of horses accepted to the sale by August 1, 2021. These can be emailed to therunforamillion@gmail.com
16. The Consignor agrees that he/she will be present in person, or have a duly authorized representative present, to make true representations respecting each horse (announcements at time of sale take precedence over all other representations either written or verbal and will be binding upon Consignor); that Consignor will defend on behalf of Sale Management, and hold Sale Management harmless, any suit, claim or cause of action brought by a Buyer vs. Sales Management on account of sale of his animal or animals.
17. To protect the desired sales price for the animal(s), either the Consignor or the Consignor's authorized agent must (A) be the final bidder on the animal, or (B) deliver a fully executed official Sale Reserve Bid Form to the Sale Management at **least one day** prior to the beginning of the sale.
18. The Consignor agrees that Sale Management has the right, sole and absolute discretion to extend credit to the buyer of any animal sold by the Consignor in this sale. Sale Management is authorized to decline any bid by intoxicated or disorderly parties, or by those who have defaulted on former purchases, or by any person who, in its judgment, is not a reliable or responsible party. And in case any purchaser fails to pay for and receive an animal struck down to him/her, Sale Management is authorized to accept the same amount from another person, or to accept the next highest

bid, or it may, if in its judgment, it be to the best interest of all concerned, put the animal up for sale a second time. Sale Management shall not be liable for any deficit should the final bid on resale be less than that on the initial sale. But in case where an animal is not paid for in full, or should conditions make immediate resale as herein provided impossible or impractical, the Consignor agrees to receive it back as unsold, without attaching any liability to Sale Management and this condition includes in its obligation the stoppage of payment of check or draft, or any action of that nature, which includes cases where horse has been removed from the premises by the buyer and payment of check is stopped or is returned marked insufficient fund, or no account, and the like.

19. Sale Management will settle with Consignor for animal(s) sold not earlier than 10 banking days and not later than 30 banking days after the day of the sale, providing all necessary registration certificates, transfers, breeder certificates, health papers, and other required documents are in order.
20. The laws of the State of Arizona will govern this contract. The person making this entry has read the terms and conditions of the Consignment Contract and agrees to abide by them.
21. RIGHT TO CANCEL Sale Management reserves the right to cancel the sale without notice at any time prior to the date of the sale and without liability to the Sale Management. The Sale Management reserves the right to itself to interpret all questions and conditions in regard to, or arising out of, or incident to, the sale without claims for damages or recourse of any kind. All questions not covered in this agreement shall be decided by Sale Management, its decision to be final. SALE MANAGEMENT RESERVES TO ITSELF THE RIGHT TO REFUSE, ACCEPT CONDITIONALLY, OR TO CANCEL ANY SALE ENTRY WITHOUT CLAIM OF DAMAGES. Sale Management will in no case be responsible for any theft, loss or damage that may occur and it shall be a condition of entry that each Consignor shall hold The Run For A Million, Inc. Brumley Management Group, Inc. National Stock Horse Assoc., its officials, employees, Directors, Sponsors, the South Point Arena and Equestrian Center, and Gaughan South, LLC blameless for any loss or accident to horse(s), family members, employees, or equipment.

Consignor agrees to, and understands that there will be NO online bidding at this sale.

By signing below Consignor hereby agrees to release, indemnify and/or hold harmless, the NSHA MIXED SALE at The Run For A Million, Inc., Brumley Management Group, Inc., National Stock Horse Assoc., South Point Arena and Equestrian Center, Gaughan South LLC, their agents, representatives, officers, employees, subcontractors, directors, and officials from and against all allegations, demands, losses, claims, damages or suits. The Run For A Million, Inc. as an equine activity sponsor, shall not be liable for any injury to, or death of a participant, resulting from the inherent risks of equine activities.

Consignor Signature: _____ Date: _____

Printed Name: _____ Cell: _____

Email: _____

Consignor Agent Signature: _____ Date: _____

Printed Name: _____ Cell: _____

Email: _____

The Run For A Million, Inc. 28150 N Alma School Pkwy, Suite 103 – 619, Scottsdale, AZ 85262 therunforamillion@gmail.com

Entry Application questions contact: Amanda Brumley 602-316-6782