



APPALOOSA HORSE CLUB EST. 1938

The International Breed Registry for Appaloosa Horses

Dear Appaloosa Enthusiast,

On behalf of the Appaloosa Horse Club, thank you for your interest in the ApHC 2016 Appaloosa World Sale *presented by* dac®. The sale will be held at 6:00 PM, Wednesday, October 26, 2016 at the Will Rogers Memorial Center in Fort Worth, Texas, during the World Championship Appaloosa Show from October 21 - October 29, 2016.

The **Appaloosa World Sale** will include first-class performance prospects, proven performers and breeding stock. The consignment fee for all sale entries is \$250. Consignors agree to pay a sales commission of 8% of the final recognized bid, **sale or no sale**; a minimum of \$200. A late fee of \$75 will be assessed for consignments received after September 19, 2016.

The following forms are included in this *Appaloosa World Sale* packet for you to review, complete and submit to Superior Productions for each consignment **no later** than September 19, 2016. **Incomplete packets will not be accepted.**

1. 2016 Appaloosa World Sale Consignment Contract; retain a copy of this contract for your records and return the signed original to the Superior Productions.
2. 2016 Appaloosa World Sale Consignment Form to be **completed signed and returned.**
3. Official ApHC Transfer of Ownership Form to be **completed, signed and returned.**

Additional form needed if consigning a pregnant mare:

1. Official ApHC Breeder's Certificate **completed, signed and returned.**

The consignor may choose to set a reserve bid on any consigned horse. Reserve bids will be accepted by the Auctioneer or sale staff during sale office hours and no later than thirty (30) minutes prior to the beginning of the sale. The consignor also reserves the right to make the final recognized bid to retain ownership; please see the consignor's contract, rule 5.E for details.



All consignments will be subject to a screening process prior to acceptance into the 2016 Appaloosa World Sale *presented by* dac®.

Our marketing plan for the Appaloosa World Sale includes:

- Advertising and sale coverage in the award-winning *Appaloosa Journal*
- Promotion on the official ApHC website
- Catalogs available, free by request
- Online catalog on the official ApHC website
- Catalogs available at the ApHC World Championship Appaloosa Show and Sale
- Promotion of the sale in print media in the Ft. Worth area and national equine publications
- Direct letters of invitation to international affiliated Appaloosa associations
- Internet Broadcast for bidding and buying provided by Superior Productions

If you have any questions or need any assistance, please contact Superior Productions. Please remember that **consignment forms and photos are due by Friday, September 19, 2016 for guaranteed inclusion in the sale catalog.**

Your checklist of items to be returned to Superior Productions:

All Consignments:

- ___ Completed & Signed Appaloosa World Sale Consignment Form
- ___ Recent photos of horse
- ___ Copy of Certificate of Registration
- ___ Consignment fee(s)
- ___ Signed ApHC Transfer of Ownership Form
- ___ Write-up on horse

Broodmare (additional forms):

- ___ Signed ApHC Breeder's Certificate

All above items must be completed and returned to the Superior Productions office by Friday, September 19, 2016.

EXHIBITING: Will the horse being consigned be exhibited at the 2016 World Championship Appaloosa Show? Yes No

The consignor recognizes and is aware that all consigned horses are subject to a screening process prior to acceptance into the 2016 World Appaloosa Sale.

This consignment is being made subject to the Terms and Conditions set forth on the Consignment Contract. All the information is true to the best of my knowledge and belief.

Signature of Consignor(s): 1. _____ 2. _____

The following items MUST accompany this application for ALL horses:

1. Copy of Original Certificate of Registration
2. Record of negative Coggins Test dated on or after April 30, 2016
3. Recent photographs (hard copy, CD or via email to kkeller@superiorlivestock.com)
**Please note which photo you would like published in the sale catalog*
4. Transfer form with horse information and seller information; leave date of sale blank
**Must be signed by recorded owner or authorized agent*
5. Applicable consignment fees

The following items MUST accompany this application for PREGNANT MARES:

1. Official ApHC Stallion Report completed and signed by stallion owner; payment for the stallion report is not required at this time
2. Official ApHC Registration Application

Important deadlines:

September 19, 2016: Consignment forms and photos must be submitted to Superior Productions for inclusion in the Sale Catalog

Bring to Sale:

ALL HORSES: Current health certificate dated on or after October 2, 2016

Pregnant Mares: Veterinary examination certificate dated no earlier than October 2, 2016, stating mare is in foal.

PAYMENT: Complete the credit card form below or enclose a check or money order made payable in U.S. funds to Superior Productions.

___ \$250

___ MasterCard ___ Visa

Card Number: _____ Exp. Date: _____

Name of cardholder: _____

Cardholder's address: _____

Please return this application and submit all correspondence to:

Superior Productions
131 E. Exchange Ave, Ste. 121
Fort Worth, TX 76164

(800) 422-2117 • Fax (817) 378-3380 • www.SuperiorLivestock.com

This contract is entered into and between Seller(s) [*Consignor(s)*] and the Appaloosa Horse Club (ApHC), [*Sale Management*] pursuant to the following terms and conditions.

1. Agreement: The Consignor(s) hereby agrees to the terms and conditions set forth below and further swears that all information furnished regarding this consignment is true and correct to the best of their knowledge. Deliberate withholding of information by the Consignor(s) can be cause for cancellation of this agreement and withdrawal of the consigned horse(s) from the sale, as well as disciplinary review by the ApHC. The Consignor(s) agrees to abide by the Bylaws and the Rules and Regulations of the ApHC.

2. Registered Horses and Ownership:

a. The sale is open to ApHC-registered horses of all ages and approved outcross breeding stock. All consignments must be duly registered and in good standing with the ApHC. Copies of certificates of registration will be accepted with a consignment (see 2.e. below). If the horse is a bred mare, the Consignor(s) shall submit appropriate breeding reports, service certificate and signed stallion report.

b. The Consignor(s) must have absolute and complete ownership, including legal right and title to the consigned horse(s).

c. If the consigned horse is subject to any security interest (UCC financing statement) or lien (e.g. stableman's lien or stallion service lien), the Consignor(s) shall disclose the name, address, phone number, and tax identification number of the interest holder to Sale Management and shall provide a written payoff letter. Sale Management may deduct from the Consignor(s) proceeds any amounts necessary to satisfy a security interest or lien, plus reasonable expenses including necessary attorney fees, and Sale Management administrative fees.

d. Consignor(s) warrants that Consignor(s) is not subject to any restraining order, judgment, or decree impairing Consignor's authority to transfer right and title, ownership and physical possession of horse.

e. All consigned horses must report to the inspector's station on sale grounds at least 12 hours before the start of the sale to verify the identity and markings of the consigned horse. **Original registration papers, signed transfers, breeders' certificates, Coggins and health papers must be in Sale Office files at least 12 hours prior to sale.**

3. Laws and Governance:

a. The consigned horse(s) is offered for sale according to the laws of the State of Texas. The Consignor(s) agrees to utilize mediation as a first step in a means of resolving all disputes should they arise.

b. The Consignor(s) hereby agrees and releases Sale Management, auctioneer, sale managers, agents, employees, and representatives thereof, from any and all responsibilities, liabilities, obligations, claims, lawsuits, or legal proceedings arising from the sale of this consignment and does hereby agree to hold the above named parties harmless from any resulting claims, actions, liabilities or judgments.

c. Submission of this consignment application and processing of the consignment application fee(s) does not constitute formal acceptance of the horse(s), as these are merely preliminary requirements in the process of acceptance.

d. The laws for the State of Texas will govern the animal health requirements for this sale.

4. Cancellation and Substitution:

a. Sale Management reserves the right to reject any consignment without reason or explanation provided to anyone. The consignment fee(s) will be 100% refunded only if consignment is rejected by Sale Management or declared unfit by a licensed veterinarian prior to final cataloging of the horse. Fifty percent (50%) of the consignment fees shall be retained by Sale Management for any horse(s) withdrawn by the Consignor(s) after

cataloging but prior to the sale if a statement is received from a licensed veterinarian declaring the horse unfit. Sale Management will review all other cases of withdrawing horses after cataloging on a case-by-case basis and shall determine, in its sole discretion, if any consignment fee shall be refunded; however, Sale Management shall retain no less than 50% of the consignment fee.

b. In the event a horse becomes unfit to sell due to lameness or some other health related issue, Sale Management must be notified in writing by a licensed veterinarian the statement of facts explaining the horse's unfitness for consignment within 24 hours of making such a determination. Upon acceptance of the veterinary statement, Sale Management may grant the Consignor(s) the right to substitute another horse.

5. Consignment Fee, Sale Commissions and Fees:

a. The consignment fee for each horse is \$250. 1) A late fee of \$75 will be assessed for consignments received after the published deadline of September 19.

b. The consignment fee covers the following: all cataloging and advertising expense; a separate stall for each horse; and the initial bedding for each stall. Feed, hay, containers for feed, water and any additional bedding must be furnished by the Consignor(s). The care, custody and control of the horse shall be the sole responsibility of the Consignor(s) until sold.

c. A sale commission of eight percent (8%), (\$200 minimum), of the final recognized bid will be charged to the Consignor(s) prior to settlement with Consignor(s) following the sale.

d. Consignor(s) may choose to set a reserve bid on any consignment. If Consignor(s) elects to set a reserve bid, consignor(s) must do so by submitting a written reserve bid form to the Auctioneer at least 30 minutes prior to the horse being led into the sale ring. Under no circumstance will a reserve bid turned in to a bid spotter or submitted in any form other than previously stated be accepted.

e. Consignor(s) may make the final bid to retain ownership of the horse(s). In the event the Consignor chooses to repurchase a consigned horse, consignor agrees to pay a sale commission of eight percent (8%) of the final recognized bid. Minimum commission of \$200 will apply.

6. Private Sale at Auction: The Consignor(s) agrees and promises their consigned horse will be reserved for sale at the World Appaloosa Sale, and in the event the horse(s) is privately sold prior to the auction but after cataloging, Consignor(s) agrees to pay Sale Management ten percent (10%) of the selling price as verified by the Buyer(s), in addition to Sale Management's retention of the consignment fee.

7. Disclosures and Notifications:

a. The Consignor(s) is responsible for notifying Sale Management of all inaccuracies in the catalog in writing. Sale Management is not responsible for errors or omissions.

b. It is the sole responsibility of the Consignor(s) to give written notice of all known defects and/or unsoundness of any nature, any predisposing genetic condition, or serious health history. This includes but is not limited to the following: cribbing, bleeders, cryptorchids, positive or heterozygous HYPP, horse(s) that is nerved, horse(s) that has been foundered (laminitis), horse(s) with deviations from normal vision, wind and reproductive soundness. Further, the Consignor(s) warrants the horse(s) has not been medicated to alter the horses' gait, manner, disposition or behavior.

c. All mares of breeding age must be declared as bred or barren. Final pregnancy status on broodmares will be announced during the sale on behalf of the Consignor(s) and will take precedence over printed material in the catalog or advertising. Those mares being sold as bred will be offered with a veterinary certificate provided by the Consignor(s) in conformity with standards

established by the American Association of Equine Practitioners, showing her to be 1) pregnant, in the opinion of the examining veterinarian, based on an examination within fifteen (15) days prior to the date of sale, or 2) not pregnant, but suitable for mating in the opinion of the examining veterinarian, based on an examination within fifteen (15) days prior to the date of sale. It is the Buyer's responsibility to verify the accuracy of the mare's reproductive status. Pregnancy status may be confirmed by examination by a licensed veterinarian immediately upon exit from the auction ring, at Buyer's expense. If a mare is known to be pregnant with twins, it must be disclosed. Any Consignor(s) selling mares with a live foal guarantee or return privileges must furnish Sale Management with written acknowledgement of this agreement signed by the stallion owner (or authorized agent) that such privileges will be honored. If the stallion owner withholds the breeder's certificate until the foal is born, Consignor(s) must furnish a letter, signed by the stallion owner (Or authorized agent), that such certificate until the foal is born, Consignor(s) must furnish a letter, signed by the stallion owner (Or authorized agent), that such certificate is free of any additional cost and indicate how the mare owner should obtain the certificate. This letter MUST include: stallion owner's name, complete address and phone number, registered name of stallion with registration number and name of mare with registration number, and breeding-dates. **d.** The Consignor(s) shall give a written veterinary notice of the stallion's (any male over the age of 36 months) ability to produce viable semen, if the stallion has not sired any currently registered foals within twelve (12) months. Such statement must be made within 30 days of the date of sale.

e. It is the sole responsibility of the Consignor(s) to notify Sale Management in writing, if any horse is on medication or has been on medication within thirty (30) days prior to the date of the sale. Failure to provide this information will result in the horse being rejected from the sale and the Consignor(s) will forfeit all consignment fees. The auctioneer is hereby authorized to announce any such findings before the horse is sold.

8. Disputes:

a. In cases of dispute between the Consignor(s) and Buyer(s) regarding soundness of the horse(s), the dispute is solely between the two parties, Consignor(s) and Buyer(s).

b. In cases of dispute on statements made by the Consignor(s), Sale Management shall have the sole right to appoint an expert to decide the facts at issue. The decision of the expert shall be binding on the Consignor(s) and Buyer(s). If it is determined the Consignor(s) is at fault, the Consignor(s) agrees to pay the expert's examination fee.

c. In the case the horse(s) is rejected by the Buyer(s) as a result of misrepresentation of the Consignor(s) and the rejection is sustained by the expert, the Consignor(s) will pay full commission owed, forfeit the consignment entry fee and pay all costs associated with the expert's examination of the horse.

9. Sale Management:

a. Sale Management reserves the right at its sole judgment and discretion to 1) determine order of sale of all entries, 2) assign stabling, 3) change the date, time, or location of sale should unforeseen circumstances necessitate a change, and 4) subject horses to examination by a licensed veterinarian prior to sale, and to announce the findings.

b. Unless otherwise expressly provided in this contract, the consigned horse(s) will be sold at the fall of the auctioneer's gavel to the final bidder as determined by the auctioneer at which time Sale Management will present final bidder with an "Acknowledgment of Purchase" and acceptance of delivery. Sale Management reserves the right to publish information supplied by the Consignor(s), the selling price, and name of the successful purchasing bidder.

c. Sale Management may exercise its sole judgment and discretion and is hereby authorized to reject any bid made by a non-qualifying bidder. A non-qualifying bidder is a person who, in the judgment of Sale Management and/or auctioneer, does not qualify to purchase the horse and to complete the transaction for any of the following reasons; 1) lack of financial responsibility including default in payment on a former purchase; 2) falsifying information to Sale Management or any Consignor(s) in any way relating to a purchase, including any former purchase; 3) intoxication, unruliness, or other conduct which interferes with the progress of the sale; 4) lack of contractual capacity; 5) repudiation or refusal to comply with purchase requirements; or 6) other unacceptable conduct which causes Sale Management to conclude that the bidder is not reliable and responsible. In the event of a subsequent default by the high bidder (including stopping of payment of funds, dishonor upon presentation of a check or draft, or inability to collect payment of the purchase price), and if circumstances render immediate resale impracticable or impossible, Consignor agrees to retain ownership and possession of the horse without recourse against Sale Management. Sale Management has no pecuniary or possessor interest in the horse(s) and has no duty to provide transportation, board, veterinary care, farrier service or other upkeep for the horse.

10. Health Requirements: Each consignment must comply with the Texas Department of Agriculture requirements for entry into its borders. The consignment must have the following original veterinary certificates: 1) A general certificate of health dated no earlier than thirty (30) days prior to the sale date, indicating the horse(s) is free of any contagious diseases and appears to be normal at the time of the examination. 2) An original record of a negative Coggins Test for determination of EIA, dated no earlier than twelve (12) months prior to the horse sale date. Suckling foals accompanying EIA negative dams are exempt from testing; however, if a foal is weaned, it must be Coggins tested regardless of the foal's age.

11. Other:

a. The Consignor(s) has sole responsibility of handling, safety, welfare, and humane treatment of the horse(s) until Buyer(s) has accepted the purchase. All consignments must be halter and lead broke. The Consignor(s) will leave a halter and lead rope with the horse after the sale. If this is not furnished, the cost of a halter and lead rope will be deducted from the Consignor's proceeds prior to settlement with Consignor(s) following the sale.

b. All information to be printed in the catalog must be furnished to ApHC prior to cataloging. Permission is hereby granted to Sale Management to edit or add to the information that has been furnished regarding consignments.

c. If a consignment is entered in the ApHC World Championship Appaloosa Show, all awards won by the consigned horse during the show will be sent to the first listed current owner of record at the time of the win.

d. All representations and guarantees will be strictly between the Consignor(s) and Buyer(s). Sale Management does not act as agent for or represent either Consignor(s) or Buyer(s), but merely provides a medium for bringing buyer and seller together for the purpose of this sale transaction.

e. Consignor must provide a signed transfer form, but the buyer shall have responsibility for payment of the transfer fee.

f. Sale Management will initiate financial settlement with Consignor(s) for the completed sale within twenty (20) banking days after the last date of the sale in order to enable the clearing of funds, completion of accounts, administration of transactions, and the like. Sale Management shall provide Consignor(s) with an itemization of authorized expenses (i.e. commission, sales fees, and pay-offs, if applicable) deducted in computing net proceeds from the sale. Sale Management may withhold settlement and

distribution of proceeds until the Buyer'(s) funds are collected in full or in the event of a dispute over the condition of the horse(s). Upon collection of purchase funds or dispute resolution in Consignor'(s) favor, as the case may be, sale proceeds will be immediately distributed to Consignor(s). It is hereby understood that the Consignor's check will be mailed after the 20th business day following the sale, provided the Buyer(s) has settled all indebtedness to Sale Management.

g. It is agreed that all consignments must be present in the Sale stalls at the Will Rogers Memorial Center, Fort Worth, TX, no later than 8:00 a.m. on the day of sale.

h. Sale Management or any of its employees or representatives shall not be held responsible for any accident that may occur to horses, equipment, personal property, life or limb as a result of loss by fire, theft, or injury, or for injury or death to any human or animal in any way or manner.

The person making this entry has read the terms and conditions of this Consignment Contract and agrees to abide by them. PLEASE SIGN THE CONSIGNMENT FORM

2016 APPALOOSA WORLD SALE

Presented by **dac**
VITAMINS AND SUPPLEMENTS FOR HORSES

Please submit all images and contracts by the Consignment Deadline – September 19, 2016

The Appaloosa Horse Club manages the Appaloosa World Sale as a place for you to sell your high-quality Appaloosa horse. We provide publicity, cataloging, venue, atmosphere, & staff to conduct the sale. **You** provide the horse.

To achieve the highest selling price for your horse, it is important that your horse be presented in the best possible light in the catalog, stalls, and sale ring. **You are the most important salesperson for your horse.** With that in mind, please take a moment to review the following words of advice.

Your horse should be in the Sale Barn no later than 8am the morning of the sale.

PHOTOGRAPHS: Along with the horse's pedigree and accomplishments, the photograph you provide for the catalog is a **deciding** factor for buyers. Those who make their buying decisions based on the catalog will feel more positive about your horse if you provide quality photographs of your horse. Below is an example of the kind of photograph that gives buyers a good impression of your horse.

1. Take a new, current photo of your horse for the sale catalog. A newborn foal photo will not be effective; a photo of big, beautiful yearling will be.
2. Make sure your horse is clean, clipped *and* groomed.
3. Stand your horse outside; photos taken inside an arena or barn are often too dark.
4. Take the photo showing the entire side of the horse, including hooves and tail.
5. Try not to get any people in the photo; if someone needs to hold the lead, try to have them stand at least two feet from the horse so they can be cropped out of the image.
6. If you intend to submit a digital photo, be sure that your camera is set to take photos larger than 1600 x 1200, so that the quality will be high enough for printing.



When taking a photo to be used in the catalog, think of the type of image that would appeal to you in a catalog.

Digital images are accepted; please e-mail digital images to: kkeller@superiorlivestock.com

CATALOG TEXT: Please take the time to write down an owner's statement on your consignment form. Only **you** can provide information about the attitude and ability of your horse. The written description of your horse should include:

1. Type of training, level of training or prospect for... (list disciplines)

2. Show record, types of classes shown (open, youth, non-pro), significant winnings, and accomplishments.
3. Is the consigned horse or any siblings showing at the World Show? If yes, in which classes?
4. For broodmares and breeding stock, it is helpful to reference successful siblings and offspring.
5. For stallions, their significant get should be noted.

We cannot stress how effective a personalized statement about your horse can be to a potential buyer(s).

2016 APPALOOSA WORLD SALE Presented by  **dac**[®]
VITAMIN AND MINERALS FOR HORSES

Please submit all images and catalog by the Consignment Deadline – September 19, 2016

PREPARATION FOR SALE: The horse must be presented as "*show ready*" - fit and turned out ready to show. You can increase your selling price by taking the time to clean and clip your horse:

1. Hooves must be trimmed or shod.
2. Mane and tail clean, bridle path clipped.
3. *New halter and lead rope to accompany the horse with the change of ownership.*

Many sellers find that they increase their success by preparing a brief overview of the horse with photo and pedigree that they can hand out at the sale to prospective buyers to supplement the listing in the sale catalog.

Make sure that your horse is in the sale barn *no later* than 8:00 a.m. the morning of the sale. Potential buyers look for your horses in the sale barn, and if they are not there, you have just missed an opportunity to sell your horse.

You should be available to show the horse and answer questions, etc. Merely consigning the horse won't ensure you achieve your sales goal. For example, provide contact information for how best to reach you on your horse's assigned sale stall so interested parties can contact you to view the horse. If someone wants to see the horse work under-saddle, have the appropriate equipment available and ready to tack the horse quickly. Know where on the grounds you are going to allow persons to take their demonstration rides, and assist them in getting to the location.

Always remember, your comments, your actions, your responses, and your attitude about the horse is reflected to the potential buyer.

