

ALL INFORMATION REQUIRED MUST ACCOMPANY THIS CONTRACT OR YOUR ENTRY WILL NOT BE PROCESSED

No. Horses _____ Fees Paid _____

**CONSIGNMENT CONTRACT FOR
THE IOWA THOROUGHBRED
BREEDERS AND OWNERS ASSOCIATION
2009 FALL MIXED SALE
YEARLINGS* WEANLINGS * BROODMARES
STALLIONS*HORSES OF RACING AGE**

TO BE OFFERED FOR SALE

At: Iowa State Fairgrounds
On: Sunday, August 30, 2009

TO BE SOLD IN THE NAME OF: _____

AGENT FOR: _____
(Please ensure the above line is exactly as you want the property line to appear in the catalogue)

OWNER _____

ADDRESS _____

SUBMITTED BY _____

ADDRESS _____

TELEPHONE (____) _____

**RETURN ALL DOCUMENTS TO:
ITBOA
1 Prairie Meadows Drive
Altoona, IA 50009
(800) 577-1097**

NOTE: This application cannot be accepted unless it is signed by the consignor or his/her authorized agent. Authorized agents must provide a certificate of authorization.

\$250.00 Entry Fee per horse must accompany this contract.
Jockey Club Registration Papers should also be sent in with contract if available.
The Deadline For Entering This Sale Is JULY 8, 2009.

LATE CONSIGNMENTS WILL BE ACCEPTED UNTIL AUGUST 1, 2009 WITH A \$350 ENTRY FEE

YEARLINGS*WEANLINGS*STALLIONS*HORSES OF RACING AGE

Name _____ Color _____ Sex _____ Date Foaled _____

Sire: _____ Dam: _____ Yr Dam Foaled: _____

Registered with the Iowa Department of Agriculture? Yes _____ No _____

Breeders name and state where foaled _____

Stakes and Futurities paid to date _____

Name _____ Color _____ Sex _____ Date Foaled _____

Sire: _____ Dam: _____ Yr Dam Foaled: _____

Registered with the Iowa Department of Agriculture? Yes _____ No _____

Breeders name and state where foaled _____

Stakes and Futurities paid to date _____

Name _____ Color _____ Sex _____ Date Foaled _____

Sire: _____ Dam: _____ Yr Dam Foaled: _____

Registered with the Iowa Department of Agriculture? Yes _____ No _____

Breeders name and state where foaled _____

Stakes and Futurities paid to date _____

Name _____ Color _____ Sex _____ Date Foaled _____

Sire _____ Dam: _____ Yr Dam Foaled _____

Registered with the Iowa Department of Agriculture? Yes _____ No _____

Breeders name and state where foaled _____

Stakes and Futurities paid to date _____

SEX CODE: COLT - C FILLY - F GELDING - G MARE-M STALLION-S

We must have the following documentation on file in the sales office prior to sale date.

1. **Registration papers for all horses consigned to the sale – papers must be stamped to insure Iowa-bred status**
2. **Health papers within 10 days prior to the sale and negative coggins within six months of the sale.**
3. **Each horse needs to have an individual health certificate.**

RETURN ALL DOCUMENTS TO: **ITBOA**
One Prairie Meadows Drive
Altoona, IA 50009

CONSIGNMENT CONTRACT
2009 FALL MIXED SALE
AUGUST 30, 2009
IOWA STATE FAIRGROUNDS

1. Please enter and catalogue for sale only the horses listed on the preceding attached pages.
2. I hereby warrant that I own and have unencumbered title to each horse entered by me, and agree to defend said title against all adverse claims. I appoint The Iowa Thoroughbred Breeders and Owners Association's designee as my agent at this public auction and sale of the named horses with full authority to transfer title and receive the proceeds of such sale on my behalf. I covenant and agree to indemnify and hold harmless The Iowa Thoroughbred Breeders and Owners Association and their designees from any costs, liabilities and expenses (including attorney fees) incurred because of or arising out of any dispute regarding title, identity or engagements of the named horses, or claims against the net proceeds of the sale of said named horses. I hereby represent that no horse herein entered by me is subject to any lien of any nature whatsoever, knowing that the auctioneer conducting this sale has relied on such representation. I further acknowledge that I am the absolute guarantor of the correct identity of the horses consigned and that all interest and title to the named horses shall remain with me until the title passes to the buyer at the fall of the auctioneer's hammer.
3. I agree to be bound by Conditions of Sale printed with this contract which I have read and further agree to hold The Thoroughbred Breeders and Owners Association Sale harmless from any damages I might incur in the event that unusual or unforeseen circumstances result in the change of location, time or date, cancellation, or similar modification of named Sale.
4. I agree to pay \$250 (or \$350 for late consignments) to The Iowa Thoroughbred Breeders and Owners Association Sale as an entry fee for each horse consigned by me, which payment shall accompany this contract and shall be *non-refundable*. Failure to include the entry fee voids this contract. I further agree that The Iowa Thoroughbred Breeders and Owners Association Sale shall retain a sales commission fee of 5 percent (5%) of the accepted bid for all horses selling. I further agree that if my consigned horse is not purchased, I will pay a commission of 3 percent (3%) of the final bid on the horse, or \$100, which ever is greater. I further agree that this commission shall be considered earned at the fall of the hammer and is payable even if the horse is returned as unsold due to a breach of the conditions of sale.
5. In the event the purchaser of a horse consigned by me shall give notice of refusal to pay for said horse because of a claim of misrepresentation or defect in such animal, The Iowa Thoroughbred Breeders and Owners Association Sale designee may withhold payment of the net proceeds of such sale until the claim is resolved.
6. I agree that The Iowa Thoroughbred Breeders and Owners Association Sale need not disburse to me the proceeds from the sale of my horse or horses for a minimum period of thirty (30) days.
7. I agree that in the event the successful bidder for any horse or horses consigned by me in the sale fails to pay for said horse or should such bidder be deemed financially irresponsible by The Iowa Thoroughbred Breeders and Owners Association Sale's designee, such horse or horses may be immediately resold. The Iowa Thoroughbred Breeders and Owners Association Sale is not responsible and shall not incur any liability should the resale bring a purchase price less than the initial sale. Should conditions make immediate resale impossible, the horse or horses may be returned to me unsold. My entry fee for said horse or horses shall be refunded.
8. After consignment, I agree that I shall not sell privately or make any commitment to sell or dispose of any horse entered by me in this sale. Should I fail to abide by this obligation, I shall pay to The Iowa Thoroughbred Breeders and Owners Association Sale a withdrawal fee of \$500 on the date of the sale.
9. It is further understood that should any horse consigned by me become sick or be injured to the extent of rendering it unfit for sale, such horse may be withdrawn without additional cost upon the showing of a veterinarian certificate prior to the beginning of the sale, stating the horse is unfit for sale. I further agree that should I withdraw any horse so consigned, the ITBOA shall have the right to have such horse examined by a veterinarian of their choice. Should such veterinarian not concur that withdrawal is justified, I further agree to the appointment of a referee veterinarian acceptable to both the veterinarian representing me and the veterinarian representing the auctioneer, whose opinion shall be final and binding on all parties. Any horse not presented for any other reason shall be subject to a withdrawal fee of \$500, which I agree to pay forthwith to The Iowa Thoroughbred Breeders and Owners Association Sale on the date of the named sale.
10. I agree that The Iowa Thoroughbred Breeders and Owners Association Sale shall have sole power to (a) reject any entry at any time upon the return of the entry fee, (b) to determine order of sale of all entries, (c) to assign or change stabling facilities as it deems necessary and (d) to make or not to make any special announcements at time of sale concerning any horse entered.

11. I agree that The Iowa Thoroughbred Breeders and Owners Association Sale shall have the right to collect from the Jockey Club or the Custodian of the Jockey Club the Certificate of Registration of each horse entered by me in the named sale. If the race track management is not in possession of said Certificate of any horse entered by me, I agree to insure delivery of said Certificate to The Iowa Thoroughbred Breeders and Owners Association Sale prior to the named sale. All sale proceeds are held until all Jockey Club Papers have been received in the ITBOA office. I further agree that, in the event that any horse entered by me is unsold at the conclusion of the named sale, The Iowa Thoroughbred Breeders and Owners Association Sale shall have the right to hold the Jockey Club Certificate of Registration for such horse or horses pending settlement of all charges payable by me to The Iowa Thoroughbred Breeders and Owners Association Sale.
12. (a) Each broodmare in this sale will be offered with veterinary certificate provided by the consignor showing her to be either (a) in foal, in the opinion of the examining veterinarian, based on manual examination within 10 days prior to date of sale, or (b) barren, and free of infectious vaginal disease and in sound breeding condition in the opinion of the examining veterinarian, based on a speculum examination within 10 days prior to date of sale. Any purchaser of a broodmare sold in the sale may have her examined within 24 hours after the fall of the hammer, and prior to removal from sales premises, by a veterinarian acceptable to the undersigned. Any broodmare so examined whose pregnancy is found not to be as represented at the time of sale may be returned to the consignor as unsold, and the consignor shall pay the veterinarian's fee for examination. There is no guarantee as to breeding soundness of any filly or mare sold other than the veterinarian certificate provided by the consignor. Proof of registration applied for with the Jockey Club is required for all weanlings. 12 (b) I further acknowledge that any filly or mare represented as a racing prospect and not a broodmare prospect, is not in foal. Any purchaser of a filly or mare racing prospect sold in the sale may have her examined within 24 hours after the fall of the hammer, and prior to removal from sales premises, by a veterinarian acceptable to the undersigned. Any filly or mare-racing prospect found to be in foal may be returned to the consignor as unsold and the consignor shall pay the veterinarian's fee for examination.
13. I agree to abide by all established customs and practices of sales conducted by The Iowa Thoroughbred Breeders and Owners Association Sale.
14. All consignors must have an account kept current and must comply with the above rules to participate in this or any future sales.
15. A *minimum bid of \$500* will be accepted for any sale of any horse.
16. ***ITBOA Membership is required*** for both the owner and consignor/agent of a horse(s) to any and all ITBOA sales. If you are not currently a member, ITBOA membership can be purchased in addition to the consignment fee. ITBOA membership fees not paid prior to the sale shall be deducted from sale proceeds. Papers will not be distributed until all fees are paid in full.
17. **Registered Iowa Breds without the Iowa Bred Stamp on their papers will be assessed \$30 for the stamp fee and \$20 Administration fee. Such fees will be subtracted from sale proceeds.**
18. I represent that I have read the foregoing terms and conditions of sale and accept them. I have signed this contract with full and complete understanding thereof. I understand that this is a legally binding contract and if I am unsure of any provisions, I have the right to consult an attorney.

Any horse consigned that is unsound in eyes, wind, or is a cribber must be so noted on this contract.

Entry fee must be sent with this executed Consignment Contract.

I would like _____ stalls reserved during the ITBOA Fall Sale to be used as a tack room. I agree to
Number of stalls
pay the amount of \$20.00 per stall. This will be the only time you will be allowed to reserve a stall.
You will receive a free stall per horse consigned. The fee is for any EXTRA stalls you would like for a tack/feed room.

No Sale Fee will be based on the reserve price (if you set one) instead of last bid. In the case of no reserve, fee will be based on last bid.

Date _____ Signature _____

Name of Consignor (Print) _____

BROODMARES ONLY

If no produce, please indicate whether slipped, barren or not bred.

NAME _____ Year Foaled _____ Color _____

Sire _____ Dam _____ Dam's Sire _____

Bred To _____ Date of Last Service _____

In Foal _____ Barren _____ Slipped _____ Not Bred _____

Will foal of 2010 be eligible for Iowa-bred status? Yes _____ No _____

NAME _____ Year Foaled _____ Color _____

Sire _____ Dam _____ Dam's Sire _____

Bred To _____ Date of Last Service _____

In Foal _____ Barren _____ Slipped _____ Not Bred _____

Will foal of 2010 be eligible for Iowa-bred status? Yes _____ No _____

NAME _____ Year Foaled _____ Color _____

Sire _____ Dam _____ Dam's Sire _____

Bred To _____ Date of Last Service _____

In Foal _____ Barren _____ Slipped _____ Not Bred _____

Will foal of 2010 be eligible for Iowa-bred status? Yes _____ No _____

NAME _____ Year Foaled _____ Color _____

Sire _____ Dam _____ Dam's Sire _____

Bred To _____ Date of Last Service _____

In Foal _____ Barren _____ Slipped _____ Not Bred _____

Will foal of 2010 be eligible for Iowa-bred status? Yes _____ No _____

BROODMARE OWNERS MUST INCLUDE THE FOLLOWING:

1. Jockey Club Registration Papers
2. Notarized statement from the Stallion owner that the mare is free of all encumbrances for 2009 or Stallion Service Certificate included.
3. Health papers within 10 days prior to the sale and negative coggins within six months of the sale.

NOTE: Each broodmare in this sale will be offered with veterinary certificate provided by the consignor showing her to be either **(a) in foal**, in the opinion of the examining veterinarian, based on manual examination within 10 days prior to date of sale, or **(b) barren**, and free of infectious vaginal disease and in sound breeding condition in the opinion of the examining veterinarian

DEADLINES ON THE BACK OF THIS SHEET

2009 ITBOA FALL MIXED SALE DEADLINES

REGISTRATION PAPERS: *AUGUST 25, 2009:* Deadline for Jockey Club papers for all horses except weanlings. A charge of \$50 per horse will be assessed if the registration certificate is received after this date. All weanlings must have the registration certificate or a copy of the completed application on file with us.

COGGINS: *AUGUST 25, 2009:* Deadline for E.I.A. OR AGID test. Each horse in the sale must have an individual form dated within six (6) months of the sale (no earlier than February 30th) with a negative result. A charge of \$50 per horse will be assessed after this date. The form must identify the horse fully and properly by sire/dam, or dam, sex, color and age. Each form must include the veterinarian's signature and results. **DO NOT USE BARN NAMES OR NICKNAMES.** Coggins must be on file with this office prior to arrival.

STALLION SERVICE CERTIFICATES: *AUGUST 25, 2009:* Deadline to be turned in to us. We will not sell any pregnant broodmare without the **JOCKEY CLUB STALLION SERVICE CERTIFICATE IN HAND.**

CONSIGNOR'S AUTHORIZED AGENT FORM IN SALES OFFICE: *AUGUST 25, 2009:* A charge of \$50 per owner or property line will apply after this date.

VETERINARY CERTIFICATES: BROODMARES: PREGNANT mares must have a completed pregnancy examination **WITHIN 10 DAYS OF SALE** including sale date, **NO EARLIER THAN *AUGUST 20, 2009.***

MAIDEN, NOT PREGNANT OR ABORTED MARES: A certificate of examination must be done **WITHIN 10 DAYS OF SALE** including sale date, no earlier than *AUGUST 20, 2009,* and must state that she is of sound breeding condition based on manual palpation and speculum examination, or that she is **NOT** of sound breeding condition, and the reason stated why she is not, in the opinion of the examining veterinarian.

HEALTH CERTIFICATES: ALL HORSES MUST BE ACCOMPANIED BY AN **INDIVIDUAL** HEALTH CERTIFICATE, dated within 10 days of arrival. Please submit to office after your arrival on the grounds. **PLEASE KEEP A COPY OF YOUR COGGINS.**

Deadlines will be strictly enforced.

BROODMARE CONSIGNMENT'S ON THE BACK OF THIS SHEET

AUTHORIZATION OF AGENT

Please complete entire form and

Mail to: ITBOA

1 Prairie Meadows Dr.

Altoona, IA 50009

(515) 957-3002 Fax (515) 967-1368

____/____/____
Date

I hereby appoint _____ to be my authorized agent in all matters pertaining to the sale of horses at the ITBOA Fall Mixed Sale to be conducted by your organization on August 30, 2009 at the Iowa State Fairgrounds.

I agree to be bound in all respects by all actions of my agent on my behalf, including, but not limited to: execution of documents pertaining to such sale or purchase, granting of security interests; receipts and disbursements of funds; waiver of rights under consignor's contract, condition of sale, or law; acceptance of goods; and right to make representation regarding any animal.

I agree that this authorization shall be revocable only in writing such revocation to become effective when acknowledged in writing by ITBOA.

Name

Address

Signature

Subscribed and sworn to before me this

_____ day of _____, 2009

Notary Public