

Terms and Conditions

Read Before Signing

Please enter and sell each horse described on the face hereof.

1. I certify that I am either the sole owner of each horse or authorized by the owner or co-owners to act as agent in the consignment and sale of each horse listed on this contract. For the remainder of this contract, I make all representations or warranties as owner with respect to my horses or as duly authorized agent for the owner or co-owners with respect to all agent horses. I hereby warrant title to each horse and my authority to enter each horse in this sale. I further warrant title to each horse to be free from liens, mortgages or encumbrances. Except as I shall notify the Winner's Circle Speed Sale LLC (The **WCSS**) in writing at least ten days in advance of the sale and in which event I agree to furnish written consent from any lien holder to sale of each horse and the full agreement of all lien holders concerning disbursement of sale proceeds. I appoint **WCSS** as my agent from public auction of each horse with full authority to transfer the title thereto and to receive the proceeds of such sale for my account. I covenant and agree to indemnify and hold harmless the **WCSS** from any and all costs, liabilities, ad expenses (including attorney's fees) for any reason whatsoever, including but not limited to (a) all questions of title to, or liens upon each horse, (b) my authority to enter each horse in this sale and (c) all disputes concerning identity, soundness, disease, veterinary conditions, stakes engagements, pregnancy status, blood-typing and/or DNA testing results and/or produce record of each horse matters involving genetic or reproductive material, and/or resulting from any liens, attachments or claims against the net proceeds from the sale.

Thereof. I warrant that I am the sole and absolute guarantor of the correct identity of any and all horses sold by me in this sale, and that all title and interest in and possession of each horse shall remain with me until title passes to the buyer or buyers at the time of the sale. I acknowledge that I am responsible for the care and feeding of all horses all horses while they are in the sales barns until the time they are sold. I warrant and represent that no horse will be delivered to the Sale which is vicious, unsafe or a threat to the safety of its handlers or any third parties. I agree that all horses consigned to the sales by me are entered at my risk until sold and fully paid for by the buyer (whether or not I have been paid by the **WCSS**) and the sales company shall not be responsible for any damage or injury to such horses unless caused by gross negligence or willful misconduct on its part. **WCSS** shall have the full authority to distribute such proceeds of the sale to me and such other parties as the **WCSS** reasonably believes to have an interest in the proceeds and in such priority as the **WCSS** reasonably believe appropriate. I further covenant and agree to indemnify and hold the **WCSS** harmless from any and all costs, liabilities, incidental and consequential expenses including reasonable attorney's fees incurred because of or arising out of any question or issue of the distribution of sales proceeds by the Sale Company to me or to any such other parties as the **WCSS** deem appropriate.

2. For each horse entered a cataloging fee of \$200.00 is due upon receipt of the executed contract. I agree to pay the **WCSS** commission equal the greater of six percent (6%) of the highest bid accepted by the auctioneer or \$200.00. Should a horse be bid back in (no sale) or a horse not reach the minimum upset price of \$500.00 a fee equal to the greater of six percent (6%) or \$200.00 will be assessed to the consigned. These commissions shall be deemed earned at the fall of the hammer and shall be payable whether or not the horse is returned to me as unsold pursuant to the conditions of the Sale or for any other reason. I agree that my horse will not be considered fully paid until the buyer's final bid price has been actually received in immediately available funds by **WCSS**. I agree to pay all fees and commissions upon demand from **WCSS**. I further agree that the Sale Company may withhold or deduct all or any of my horses as the **WCSS** determines in its sole discretion.

3. I warrant that each horse entered is duly registered with the United States Trotting Association or will be so registered by the date of sale. In the event a Certificate cannot be delivered for any reason I agree to (a) accept the recession of the sale of each horse, (b) return all net sale proceeds if delivered to me. (C) reimburse all affected parties for the expenses and pays the **WCSS** the entry fee.

4. In the event that I or anyone acting on my behalf shall bid upon a horse consigned by me and our bid is accepted by the auctioneer as the last i.e., successful bid then I agree to pay **WCSS** prior to the close of the sale session the fee and commission specified in Paragraph 2. I further agree that **WCSS** may withhold the registration papers for all or any of my horses until all fees, commissions are paid in full for horses that (a) i bid-in or cause to be bid in (b)I withhold from sale (c) sell prior to the auction or (d) are withdrawn from the sale or not presented for sale for any reason in the event that I, the consignor (or my agents) bid in my own horse then **WCSS** shall be so notified within 30 minutes of the conclusion of that sales session.

5. If any horse entered by me is sold publicly or privately after its entry in this sale and prior to passing through the sales ring I agree to pay **WCSS** a commission equal to the greater of six percent (6%) of the price of such sale. If any horse entered by me is not offered for sale, I agree to pay **WCSS** a commission equal to the greater of six (6%) of the fair market value of the horse as determined by **WCSS** in its sole discretion provided however if the horse is not offered for sale due to its death or physical unfitness as determined in the sole discretion of **WCSS'S** Veterinarian. **WCSS** shall retain a lien in all proceeds in my account for any unpaid withdrawal fees and **WCSS** shall further retain a lien in the USTA registration certificate and hold said certificate for and such horses withdrawn from the sale as provided above until such withdrawal fees have been paid in full.

6. I agree that **WCSS** shall have the power in its sole discretion (a) to reject any entry at any time (b) to change or adjust the dates and times of all sale sessions (c) to assign or change stabling facilities as it deems necessary (d) to determine the order of sale of all entries (e) to make special announcement at the time of sale concerning any horse entered which in the opinion of the **WCSS** is appropriate (f) to amend the sale if I fail to disclose any lien upon such horse (g) to withdraw any horse from the sale if I fail to disclose any lien upon

such horse or if I fail to obtain a written consent of any lien holder to the sale of such horse (h) to withdraw any horse from the sale if **WCSS** learns of any ownership dispute regarding such horse or of any undisclosed liens upon such horse (i) to withdraw any horse for which the USTA Registration Certificate is not delivered to **WCSS** at least twenty four (24) hours in advance of sale and (j) to withdraw any horse for which the parentage is not qualified as of time of sale. In the event **WCSS** exercises any of the foregoing powers it shall not be liable to me for damages unless the horse(s) on sale day found to be unhealthy and/or a health risk to other horses in and around the sale facility according to the **WCSS** veterinarian.

7. I authorize the **WCSS** to deliver possession of any horse sold to the buyer so long as **WCSS** retains the ability for transfer of registration certificate to be made until payment has been received and collected. **WCSS** has no liability to me if any horse is sold on credit authorized or extended by me or on my behalf by anyone other than **WCSS** and any portion is not paid to **WCSS**, if credit is authorized or extended by me or on my behalf by anyone other than **WCSS** I agree that my sole remedy shall be against the defaulting purchaser and that I am nonetheless liable for all fees and sale commissions due to **WCSS**.

8. I covenant and agree to indemnify and hold **WCSS** its partners and employees harmless from any and all costs, liabilities and expenses (including attorney's fees) incurred for any reason whatsoever relating to my horse(s) including but not limited to any dispute concerning soundness of any horse or the existence or non-existence of any express or implied warranties or representations regarding any horse. **WCSS** settlement of my account and payment of proceeds of sale, the making (or accuracy) of all announcements made prior to sale or any other action taken by **WCSS** in upholding the conditions of sale. I agree that I am solely responsible for any condition or information regarding the horse whatsoever. When the auctioneer's gavel falls open the final bid the horse is sold. I agree that in the event of a dispute I shall be liable for the Cataloguing fee and commission set forth in paragraph 2.

9. I agree that in the event the Coggins Test results furnished by me for any horse entered in the **WCSS** are not in a form acceptable to any state, province or national racing commission or regulatory agency, **WCSS** may have the horse retested and all expenses incurred therefore including board, testing and transportation will be paid by me.

10. I agree to pay a Twenty-Five Dollar (\$25) late charge and fee for each required item such as registration, Coggins test which is not in **WCSS** office prior to the start of the sale. I further agree that settlement will be withheld for all of my horses until all necessary items have been turned in to the **WCSS**.

11. The horses consigned to this sale are entirely at my risk until sold and completely paid for or satisfactory credit arrangements have been made. **WCSS** is acting openly as agent and I am the responsible party in every respect. I acknowledge that I am solely responsible for the accuracy of all information provided to **WCSS** and further that I have affirmative duty to examine the catalogue pages on which horses consigned by me appear prior to purport any inaccuracies to **WCSS** prior to the time of sale so that it may make appropriate announcement at time of sale. I hereby release and hold harmless the Sales Company its partners and employees from any and all costs, liabilities and expenses. (Including attorney's fees) incurred as a result of any inaccuracies relating to any such information as set forth above. If I desire to make any announcements on any horse listed herein, I must submit the announcement in writing to **WCSS** not later than fifteen minutes prior to the commencement of the sales session in which the horse sells.

I agree that the **WCSS** is absolved from any liability if these procedures are not strictly followed. I shall solely be responsible for having such announcements made and four their accuracy and I hereby release and hold the Sale Company harmless from any error's omissions including the **WCSS'S** own negligence in making or failing to make such announcements. I agree to be present in person or have a duly authorized representative present to make true representations regarding each horse and to correct any errors which may appear in the catalogue. I will defend **WCSS** against suit brought arising out of or due to the sale of any of the horses. If any horse is considered to be a Ridgling, gelding or is spayed, it shall be my responsibility to see that such condition is published in the catalogue or announced prior to the horse being offered for sale. In the event an embryo, egg, semen or other genetic material (other than genetic material required and used for DNA testing and other non-reproductive purposes) has been harvested from any catalogued yearling the consigned accepts full responsibility to provide **WCSS** with the written statement which shall be announced prior to the sale of the yearling. I hereby release and hold harmless **WCSS**, its partners and employees from any and all costs, liabilities, and expenses (including attorney fees) incurred as a result of any inaccuracies or failure to make any required statements relating to the disclosure of any such information set forth above.

12. All horses are to be blood-typed and/or DNA tested for parentage verification and the results furnished to **WCSS**. If any blood-typing results indicate that the horse does not qualify for the catalogued parentage, then (a) purchaser shall return the horse immediately to me. (b) the sale shall be null and void, and (c) I hereby agree to accept return of said horse and to pay all costs. Upon return of the horse pursuant to this paragraph. I shall have no claim against the buyer or **WCSS** for any damages, but agree that I will nevertheless pay **WCSS** the cataloguing fee and commission set forth in paragraph 2 and indemnify **WCSS** for any costs, including attorney's fees incurred by **WCSS**.

13. I agree that any dispute relating to this contractor my obligations here under shall be determined under the law of Michigan Jurisdiction. I agree to indemnify and hold harmless from all costs and expenses, including reasonable attorneys fee incurred as a result of my default here under or incurred as a result of disputes with third parties relating to my horse.

14. I agree to be bound by the contract and the conditions of sale printed in the sales catalogue and incorporate herein by reference and further agree that **WCSS** shall not be liable to me for damages due to the scheduling of any sale sessions or the placement of any of my horses in any particular sale session or in the event of a change of location, time, date cancellation or other modification of the sale.