CONSIGNMENT CONTRACT

2024 Texas Two-Year-Olds in Training Sale

Lone Star Park, Grand Prairie, Texas

SALES

www.TTAsales.com

Auction: April 3, 2024 (10am)

Breeze Show: April 1, 2024 (8am)

Entry Deadline: January 15, 2024

All entries must be accompanied by either the entry fee or transfer of digital Jockey Club Certificate to TTA Sales.

Entry Fee: $500 per horse

Consignors may be eligible to receive a $100 consignment fee credit for each horse passing through the ring at the sale.

Digital Jockey Club Certificate Transfer Deadline - March 4

Coggins Deadline - March 4

EVA Deadline - March 4

Return Contract to: Texas Thoroughbred Association
Foster Bridewell, Sales Director
192 Cimarron Park Loop, Suite A
Buda, TX 78610
Tel. (214) 718-7618
Fax (512) 453-5919

Texas 2YOs in Training - 2024

For Office Use Only

No. Horses _

Fees Paid _

Contract # _

Owner: _____

Address: _____

City, State, Zip: _____ Email Address: _____

Tel: (___)_____ Fax: (___)_____

Property Line: The head of each catalogue page will read as follows: (Please check your choice)

☐ IF SELLING YOURSELF AS OWNER

Property Of _____ (Your name/farm name/stable)

☐ IF USING AN AGENT AND WISH TO INCLUDE YOUR NAME

Consigned by _____ (Your Agent's name)

For _____ (Your name/farm name/stable)

☐ IF USING AN AGENT AND DO NOT WISH TO INCLUDE YOUR NAME

Consigned by _____ (Your Agent's name)

(A SIGNED SALE CONTRACT IS REQUIRED TO SUBMIT HORSES TO CATALOGING)

Charges:

ENTRY FEE: $500 per horse (due at time of entry).

COMMISSION: 5% (five percent) of final bid, with a MINIMUM COMMISSION of $750.

Thoroughbred Aftercare Alliance

We are proud to partner with the TAA. With each horse sold, the buyer and seller will make a donation of 0.05% of what each horse sells for to the TAA. We thank you for your support.

Agent's Authorization from Owner:

Agent's Name: _____

Address: _____

City, State, Zip: _____ E-mail Address: _____

Tel: (___)_____ Fax: (___)_____

The undersigned, as Owner of the horses consigned for sale at the Auction Sale identified in this Contract, hereby appoints the above named as my agent to act on my behalf in any and all matters in connection with this sale. These powers include, but are not limited to, cataloguing, providing additional information, executing any and all documents in connection with the sale, incurring appropriate and incidental expenses related to the Sale or withdrawing horse from the Sale. Said agent may establish reserve prices, or bid on any horse on this contract whether or not a reserve price has been previously established.

OWNER AUTHORIZES THE PAYMENT OF ALL PROCEEDS OF SALE TO ABOVE NAMED AGENT. OWNER EXPRESSLY AGREES TO BE BOUND BY ALL TERMS SET FORTH IN THIS CONSIGNMENT CONTRACT.

X Owner's signature to authorize Agent _____ Date ___/___/___

	Color	Sex	Foaling Date Mo. Day Year	Sire	Dam	Dam's Sire
	NAME				State or Foreign Country Where Foaled:	

State Engagements: _____ **OWNER** _____ Registered/Accredited State Bred ☐ Yes ☐ No

	Color	Sex	Foaling Date Mo. Day Year	Sire	Dam	Dam's Sire
	NAME				State or Foreign Country Where Foaled:	

State Engagements: _____ **OWNER** _____ Registered/Accredited State Bred ☐ Yes ☐ No

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State Engagements: _____ **OWNER** _____ Registered/Accredited State-bred ☐ Yes ☐ No

	Color	Sex	Foaling Date Mo. Day Year	Sire	Dam	Dam's Sire
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State Engagements: _____ **OWNER** _____ Registered/Accredited State-bred ☐ Yes ☐ No

	Color	Sex	Foaling Date Mo. Day Year	Sire	Dam	Dam's Sire
	NAME				State or Foreign Country Where Foaled:	

State Engagements: _____ **OWNER** _____ Registered/Accredited State-bred ☐ Yes ☐ No

CONSIGNMENT CONTRACT
PLEASE READ BEFORE SIGNING

To: Texas Thoroughbred Assc. ("Auctioneer") 192 Cimarron Park Loop, Suite A, Buda, TX 78610 Owner agrees as follows:

1. Auctioneer is hereby appointed as Owner's agent to sell each horse consigned, with full authority to transfer title thereto, to receive the proceeds of sale for Owner's account, and to distribute sales proceeds as Auctioneer reasonably believes to be appropriate. Owner is solely responsible for the correct identity of each horse consigned, and of the accuracy of any and all information regarding each horse in the sales catalogue. Owner agrees to review all information and to report any material inaccuracies or omissions to Auctioneer prior to sale.

2. Owner warrants title and ownership of each horse consigned, free and clear of any liens or adverse claims whatsoever except those which Owner communicates to Auctioneer in writing prior to sale.

3. The entry fee for each horse consigned will be paid when this contract is submitted and the entry fee will be fully earned and non-refundable when Auctioneer accepts this contract. In addition to the entry fee, Owner will pay Auctioneer a sales commission of the greater of (1) five percent (5%) of the last bid on each horse sold or bid in for Owner's account, or (2) the minimum commission specified in this contract. Owner also agrees to pay to Auctioneer all amounts customarily charged to consignors in connection with the sale of their horses. The commission and other amounts due Auctioneer may be deducted from Owner's proceeds and the commission shall be fully earned by Auctioneer at fall of the hammer, even in the event that the horse is returned to Owner as unsold pursuant to the Conditions of Sale or receives no bid. In the event amounts owed to Auctioneer exceed net proceeds of Owner's consignment, Owner shall immediately pay to Auctioneer the balance due and said balance shall bear service charges of two percent (2%) per month from the date of billing until paid.

4. Owner may withdraw in writing any consigned horse prior to assignment of the catalogue hip number. Thereafter, Owner may withdraw any consigned horse if it is unfit for sale due to material veterinary reasons acceptable to Auctioneer upon presentation of a notarized veterinary certificate stating the specific condition of the horse which necessitates withdrawal. If Owner sells any consigned horse prior to the auction or withdraws or fails to present any horse for sale at the auction for reasons other than as authorized above, Owner agrees to pay Auctioneer as liquidated damages five percent (5%) of the greater of Auctioneer's appraised sales value or the minimum commission specified herein.

5. Auctioneer shall have the right, in its sole and absolute discretion, to extend credit to the purchaser of any horse in Owner's consignment. In the event the purchaser of a horse fails to sign the Acknowledgement of Purchase form presented to purchaser by Auctioneer or fails to make settlement as provided in the CONDITIONS OF SALE, or should Auctioneer, in its sole and absolute discretion, elect not to extend credit to purchaser and the purchaser fails to pay the full sales price and any applicable taxes in cash, such horse may be put up for resale for Owner's account and Auctioneer shall not be liable for any deficit should the resale price be less than the original sales price. Auctioneer will attempt to give Owner notice of such resale, but Owner agrees to indemnify and hold Auctioneer harmless from any adverse consequences of such resale regardless of whether Owner receives notice before the fact. Should Auctioneer elect not to resell such horse, Owner will accept return of such horse as unsold provided that Auctioneer waives sales commission.

6. Owner agrees to provide Auctioneer, at a time specified by Auctioneer prior to commencement of the Sale, all documents pertaining to the horse necessary to complete the sale, including, but not limited to, Jockey Club Certificate of Foal Registration (JCC), blood testing, Stallion Service Certificate, current certificate of negative Coggins tests, veterinary certificate as to breeding status, and any government required health and immunization records and certificates. If the JCC for any horse consigned has not been issued, Owner hereby represents that all documentation and payments required by the Jockey Club to complete and issue such certificate have been provided. If Owner fails to provide any such document to Auctioneer, Owner authorizes Auctioneer, at its option, to secure such document from the person possessing it or, alternatively, Auctioneer may refuse to sell the horse or withhold proceeds due Owner until such document has been received.

7. Should any horse consigned be a twin or be required under Jockey Club rules of registration to be registered as of "dual parentage," and such fact has not been disclosed at time of sale, Owner shall accept return of such horse as unsold and will reimburse purchaser and Auctioneer for all reasonable expenses incurred for the cost, maintenance and transportation of the horse from time of sale until return to Owner.

8. Owner agrees to have all horses consigned on the sales premises by the time specified by Auctioneer in its notice to consignors regarding the sale. Any horse consigned continues in the Owner's care, control, custody and possession for all purposes, whether on or off the premises of the Auctioneer, until it is taken by purchaser in exchange for a stable release issued by Auctioneer or as otherwise authorized by Auctioneer or Owner. Auctioneer has no responsibility for the care or custody of any horse consigned, including the providing of veterinary or other care, but Owner hereby authorizes Auctioneer to take such action, without liability on its part, should such action be deemed reasonably necessary by Auctioneer.

9. Forty (40) days after date of sale, Auctioneer will remit the net proceeds of Owner's consignment; provided that Auctioneer shall not be required to remit the net proceeds of sale of any horse: (1) that is the subject of a dispute or claim by the purchaser or any third party, or (2) in the event of default by purchaser in payment of the purchase price, until such dispute, claim or default is resolved and the sales proceeds have actually been received by Auctioneer. Sales proceeds received by Auctioneer but not remitted shall not earn interest for Owner's account, nor shall any sales proceeds not received by Auctioneer owing to a dispute, claim or default earn interest for Owner's account.

10. Auctioneer shall have, in its sole discretion, the right to (1) reject at any time any horse consigned; (2) determine the order of sale; (3) assign or change stabling assignments; (4) change the date or location of the sale; and (5) make announcements at time of sale concerning any horse consigned.

11. The sole liability of Auctioneer, should the sale be canceled or should Auctioneer fail to catalogue or fail to catalogue correctly any horse consigned, shall be return of the entry fee for such horse and Auctioneer shall not be liable for any damages, actual or consequential, arising out of any such failure.

12. All information concerning sales prices, incidental and consequential sales expenses, the existence and amounts of liens, charges and other claims, and the final payment of accounts with respect to buyers, sellers, breeders and consignors shall not be deemed to be confidential in nature. All parties agree that Auctioneer may, but shall not be required to, disclose such information without incurring liability to any party.

13. Owner indemnifies Auctioneer from all claims, liabilities and expenses, including reasonable attorneys' fees, arising out of or relating to any breach of this contract by Owner, including, without limitation, claims relating to ownership of any horse consigned, the priority of payment of sales proceeds, and the distribution of sales proceeds as Auctioneer reasonably deems appropriate. In order to secure payment for all commissions, costs, expenses and damages, including reasonable attorneys' fees, provided for in this contract or for any other monies owed by Owner to Auctioneer arising out of other transactions, Owner grants to Auctioneer a security interest in the horse(s) consigned under this contract and any applicable JCC(s) or Stallion Service Certificate(s), and the products and proceeds thereof. Owner appoints Auctioneer as Owner's attorney-in-fact to prepare, execute and file any Financial Statements or other documents necessary to perfect the security interest granted herein and Auctioneer shall have all rights and remedies of a secured party pursuant to this Contract and the Uniform Commercial Code.

14. Owner acknowledges that Auctioneer may, from time to time, waive provisions of Consignment Contracts or the Conditions of Sale but Owner agrees that such waiver shall not constitute or commit Auctioneer to make a similar waiver in the future.

15. If someone other than Owner is executing this Contract as agent for Owner, the agent shall have obtained an Agent's Authorization and Owner and agent shall be jointly and severally liable for all obligations arising hereunder in favor of Auctioneer.

16. Owner represents that he or she has read all provisions of this contract and agrees to be bound by them and the Conditions of Sale which govern this Sale.

X Owner or Authorized Agent Signature_____ **Date__/__/_____**

(A SIGNED SALE CONTRACT IS REQUIRED TO SUBMIT HORSES TO CATALOGING)