



Consignment Form for the  
**3RD ANNUAL LAS PALMAS CLASSIC HORSE SALE**  
December 5, 2009

**CONSIGNMENT FEE: \$450.00** - ENTRY DEADLINE AND WITHDRAWAL DATE: **OCTOBER 9, 2009**

All Prospects must be registered or in the process of becoming registered  
(application submitted & fees paid) at time of entry.

Gallops will be held on Friday, December 4th. You have the option to withhold from this program.

Complete one form for each animal consigned; sign the reverse side and return by entry deadline. (This form will be considered void unless properly executed and signed by owner or the authorized agent of the owner). Additional forms available on our website: - Our staff is available 8:00 A.M. - 5:00 P.M. Mon-Fri to help you.

CONSIGNED BY: \_\_\_\_\_  
(Complete this line EXACTLY as you wish it to appear in Sale Catalog)

\*YEARLING  \*\*RACING AGE  WEANLING

\*Yearlings do not need to be broke. \*\*Two-Year-Olds & Older must have a past performance record.

HORSE NAME (or name applied for) \_\_\_\_\_ TB QH

(If QH) Reg. No. \_\_\_\_\_ -Or- Reg. Applied For on What Date \_\_\_/\_\_\_/\_\_\_ Embryo Transfer Yes No

Foaling Date: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_ Sex:  Mare  Stallion  Gelding

Accredited State Bred Reg. No. \_\_\_\_\_ What State \_\_\_\_\_ Fees Paid  Fees Not Paid  (eligible only)

SIRE \_\_\_\_\_ TB QH DAM \_\_\_\_\_ TB QH

Dam's Sire \_\_\_\_\_ TB QH  Check if Sale Horse is Cribber  Cryptorchid  Sight Defect

**ENGAGEMENTS:**  All American Triple Crown  AQHA Challenge  Golden State Million  Los Alamitos 2 Million

Other Engagements: \_\_\_\_\_

Registered Owner \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Cell \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Agent's Authorization: I hereby authorize \_\_\_\_\_ to act as my Agent, with authority on my behalf to do all acts and handle all matters deemed necessary, appropriate or incidental by him/her to the sale of any animal owned by me and offered for sale at the Sale, including but not limited to, the *Conditions of Sale* appearing on the *Consignors Contract* on the reverse side of this form.

Address \_\_\_\_\_

City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

Owner Signature \_\_\_\_\_



**4898 Hwy. 377 – Aubrey, Texas 76227**  
Roman Garza, Jr. 956.451.2110  
Jay Helzer 940.365.9907  
Ronnie Stewart 254.718.6741

**DUE AT TIME OF ENTRY:**

- Completed & Signed *CONSIGNMENT FORM AND ENTRY FEE*
- Original Parentage Verified *REGISTRATION CERTIFICATE* (QH)
- Original Jockey Club *CERTIFICATE OF FOAL REGISTRATION* (TB)
- Completed and properly signed *TRANSFER REPORT* (QH)

**DUE AT TIME OF SALE:**

- A licensed veterinarian's *HEALTH CERTIFICATE* dated no earlier than twenty (20) days prior to the sale.
- A current *COGGINS TEST* dated no earlier than six (6) months prior to the Sale.

[www.laspalmassalecompany.com](http://www.laspalmassalecompany.com)

**Mail Completed Form To:**

Las Palmas Classic Horse Sale Company  
4898 Hwy 377 S, Aubrey, TX 76227  
940-365-9907 Office ~~ 940-365-1833 Fax

# CONSIGNMENT CONTRACT

## PLEASE READ BEFORE SIGNING

I hereby consign the foregoing livestock (the "Animals") to Las Palmas Classic Horse Sale (LPS) for sale in the LPS 2009 Sale and inclusion in the Sale Catalog subject to the following terms and conditions:

- (1.) I warrant title to each Animal free from all adverse claims to ownership, use or possession and agree to defend title against all claims. I authorize LPS to advertise and sell each Animal at public auction and to make on my behalf the representations and warranties set forth in the Sale Catalog, to deliver possession of each Animal to the highest recognized bidder, to transfer title to each Animal to the highest recognized bidder and to receive and disburse the proceeds of the sale from my account.
- (2.) I agree to pay LPS the designated Entry Fee for each Animal on or before the due dates. No substitutes will be permitted. Subject to the refund provisions set forth in this Agreement, the Entry Fee will be deemed earned by LPS on the appropriate Withdrawal Date. The Withdrawal Date is October 9, 2009. I understand I have the right to withdraw any Animal prior to the Withdrawal Date and receive a refund of any portion of the Entry Fee previously paid by delivery of a written notice of withdrawal to LPS. Subsequent to the designated Withdrawal Date, LPS's authority to sell each Animal is irrevocable and each such Animal will be offered at the Sale unless the Animal is excused by LPS. In the event any Animal is not offered at the Sale (unless withdrawn prior to the Withdrawal Date or excused by LPS), I agree to pay to LPS, on demand, as liquidated damages and not as penalty, the Entry Fee and the sum equal to 8% of (i) the amount of the sale price, if such Animal has been sold, or (ii) the fair market value of such Animal as of the Sale Date if such Animal has not been sold or the sale price cannot be determined to LPS's satisfaction.
- (3.) In addition to the applicable Entry Fee, I agree to pay LPS the sales commission on each Animal computed on the final recognized bid at the Sale, by whomsoever made, regardless of whether such Animal is or is not sold at such bid. LPS is authorized to deduct all sums owing to LPS from my account and in the event of any deficiency, I agree to immediately pay LPS the balance due. The commission will be 5% with a minimum of \$150.00 payable to LPS.
- (4.) I understand that LPS reserves the right to: (i) reject the entry of any Animal in the Sale at any time, (ii) approve any assignment of my rights and obligations under this agreement, (iii) determine the order of sale of all Animals, (iv) assign stabling facilities subject to such stabling policies as LPS may establish, (v) examine each Animal and make such catalog corrections and announcements as LPS deems appropriate, (vi) reject any Animal if Animal is deemed not in a saleable condition on Date of Sale, retaining entire Entry Fee, and (vii) change the time, date or location of the Sale should circumstances, in LPS's sole discretion, necessitate such a change.
- (5.) I agree, at the time of entry, to deliver to LPS the following documents in form satisfactory to LPS with respect to each Animal: (i) the original Certificate Of Registration issued either by American Quarter Horse Association, Appaloosa Horse Club, American Paint Horse Association or The Jockey Club (or my certificates that all matters required by the applicable registry have been furnished and issuance of the Certificate Of Registration pending), (ii) all transfer reports and other items required to transfer registration of the Animal to the Buyer. As a condition to bringing the Animals on LPS's premises, I agree to provide (i) a health certificate dated NO EARLIER than twenty (20) days prior to the date of the Sale, and (ii) a NEGATIVE COGGINS test dated NO EARLIER than six (6) months prior to the date the Animal sells. I UNDERSTAND THAT LPS WILL WITHHOLD ANY MONIES DUE ME UNTIL ALL SUCH DOCUMENTS ARE DELIVERED TO LPS IN SATISFACTORY FORM.
- (6.) I understand, providing all necessary documents regarding sale of Animal are in possession of LPS, LPS will disburse only those collected funds from purchasers for my consignment to me within thirty (30) days after the sale. I understand that proceeds will not be distributed on any Animal that is the subject of a dispute or claim by the purchaser until such dispute or claim is resolved and the proceeds of sale have been received in cash by LPS. I understand that I am not entitled to any interest or monetary compensation for any such delay in the distribution of net proceeds. Registration Certificates will not be transferred until the buyer's check has cleared the bank. Papers will be processed within sixty (60) working days following the Sale day. Payment to LPS's consignors will be held until all necessary papers are in LPS's offices and proceeds from sale are collected. A \$25.00 fee per Animal will be assessed for all Entry Fees which are approved by LPS to be withheld from the consignor's sale proceeds.
- (7.) I agree to provide such information as LPS might request with respect to the ownership, description, pedigree, parentage verification, produce, performance, health and conformation of each Animal. I understand that LPS will provide to me a copy of the Sale Catalog prior to the Sale Date setting forth my representations and warranties with respect to each Animal and I AGREE TO REVIEW SUCH CATALOG AND PROMPTLY NOTIFY LPS OF ANY CORRECTIONS THERETO. I understand I am sole guarantor of all information regarding my Animal(s) in the Sale Catalog and that neither LPS nor the Sale Catalog Production Company employed by LPS will be held responsible for errors in documentation of Sale Catalog.
- (8.) I represent and warrant to LPS and the buyer of each Animal: (i) title to the Animal free from all adverse claims of ownership, use or possession, (ii) the Animal is sound of eyes, (iii) the sex and condition of the Animal as a gelding or a ridgeling is as described in the Sale Catalog, (iv) the identity of the Animal is as described in the Sale Catalog, (v) that each Animal which is Thoroughbred or Quarter Horse has been blood typed or had a genetic sample taken in accordance with the current rules and regulations of the applicable breed registry for the Animal and all APHA Racing foals foaled after December 31, 1999 must be "Parentage Verified" and (vi) that each Animal which is a Quarter Horse and foaled after December 31, 1999 has been "Parentage Verified" in accordance with the current AQHA's rules and regulations. For foals under ninety (90) days of age, the consignor's obligations under clauses (v) and (vi) will be satisfied if the consignor has submitted all necessary samples to the appropriate breed registry and a parentage verified registration certificate is issued for the Animal within a reasonable period of time after the sale not to exceed ninety (90) days.
- (9.) I agree to deliver the Animal F.O.B. to the Sale location no later than 6:00 p.m. local time December 3, 2009. I understand the maintenance of each Animal is my responsibility until sold and I agree to care for each Animal while stabled on the Sale premises in accordance with approved husbandry practices and LPS's stabling policies. On my failure to so care for any Animal, I agree that LPS may, at LPS's option, undertake such care and I agree to reimburse LPS for all expenses of stabling, feed, veterinary care, transportation and maintenance of any Animal. I agree that LPS will not incur any liability whatsoever for the loss, damage, injury, death or illness of any Animal.
- (10.) I understand that LPS will use reasonable efforts to verify the financial responsibilities of the buyer of each Animal and that possession of each Animal sold will be released to the buyer against receipt of future payment after satisfaction of LPS's Settlement Procedures. I agree that if the sale of any Animal is not consummated by reason of default by the buyer or otherwise, LPS shall not be liable for the purchase price of the Animal and LPS's sole obligation shall be to assist me in the collection of the purchase price of the Animal, assist in the recovery of the Animal or to assist in the resale of the Animal at the Sale or by private sale to the extent that I might request. I understand that LPS does not guarantee the validity, enforceability, payment or collection of any instrument delivered to LPS in payment of the purchase price of any Animal. Any obligation which LPS might owe to me, by reason of buyer's default, will be discharged by LPS's resale of the Animal by public or private sale whether or not the resale price equals the price agreed to be paid by the defaulting buyer.
- (11.) LPS reserves the right to select the entries for the Sale based on pedigree alone and may refuse entries, refunding full entry fee, at anytime. The selection process rests solely with LPS.
- (12.) I understand that neither LPS nor the Sale Catalog Company will be held responsible for providing information as to multiple Embryos (foals of the same year), nor will either company be held liable in any way for buyer's belated awareness of such information. I understand that I am the sole guarantor of any such warranty.
- (13.) I agree to indemnify and hold LPS harmless from all claims, expenses and costs (including, without limitation, attorneys fees) arising out of: (i) any questions of title to or my authority to sell any Animal, (ii) any lien, attachment or claim asserted against any Animal or the proceeds of sale, (iii) any claimed default in my representations or warranties with respect to any Animal, (iv) loss or damage to property and injury or death of persons caused directly or indirectly by me, my agents or employees of any Animal, (v) my entry or sale of any Animal, (vi) any questions of parentage of Animal or any failure of the Animal to verify its parentage as represented herein and in the Sale catalog, (vii) my default in performance hereunder. I agree to pay LPS on demand, the full amount of any loss which LPS may incur in settlement of any claim or demand on account thereof.
- (14.) I understand that the terms of Sale Conditions and Settlement Procedures published in the Sale catalog will govern the sale of each Animal as will the laws of the State of Texas and I hereby approve the same and agree to be bound thereby. I understand that should any provision of LPS's contract be held illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of the contract.
- (15.) This Agreement is binding on me, my heirs, personal representatives, successors, permitted assigns and any successor in ownership of each Animal and will inure to the benefit of LPS's successors and assigns. Any person signing this agreement will be jointly and severally liable for upholding these Conditions. I have read the foregoing terms and conditions, and, upon signing this contract, agree to abide by them.

Consignor: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_\_\_

**NOTE: PLEASE MAKE A COPY OF COMPLETED CONTRACT FOR YOUR FILES BEFORE RETURNING THIS ORIGINAL TO US**  
**LAS PALMAS CLASSIC SALE COMPANY • 4898 HIGHWAY 377 SOUTH • AUBREY, TEXAS 76227**  
**940-365-9907 Office 940-365-1833 Fax**  
**[www.laspalmassalecompany.com](http://www.laspalmassalecompany.com)**