



HOOSIER CLASSIC

• YEARLING SALE, CO. •

P.O. Box 1488 • Middlebury, IN 46540
(574) 825-4610 • Fax: (574) 825-0915

www.HoosierClassicYearlingSale.com

Entry Contract

Subject to the terms and conditions set forth hereafter and in the sales catalogue, I enter the animal described below to be sold at public auction by the Hoosier Classic Yearling Sales Co.

If the horse is consigned by an agent, settlement check is payable to the owner unless the contract is signed by the owner authorizing payment to agent. If the person signing the contract is not the owner of listed horse, signer is liable to the Hoosier Classic Yearling Sale Co. for all obligations required.

Please thoroughly and accurately complete below. Print clearly.

Name of Horse: _____ Freeze Brand: _____

Color: _____ Filly _____ Colt _____ Gelding _____ Foaling Date: _____

Sire of entry: _____

If first foal, check here

1st Dam _____

Sired by: _____

2nd Dam _____

Consigned by: _____

(As it will appear in catalogue)

City _____ State _____

Settlement Check Payable to: _____

Address: _____

City _____ State _____ Zip _____

Location where yearling can be inspected: _____

Address: _____

City _____ State _____

Telephone*: _____

(Home)

(Cell)

**To better serve you, please include a number if available.*

Signature of owner _____ or agent _____

Date: _____

CONSIGNOR'S CONTRACT

Read Before Signing

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

1. I certify that I am either the sale 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 Hoosier Classic Yearling Sale Company (the "Sale Company"), in writing at least ten (10) 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 the Sale Company 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 Sale Company from any and all costs, liabilities, and expenses (including attorney's fees) incurred 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 to, interest in, and possession of each horse shall remain with me until title passes to the buyer or buyers at the time of sale. I acknowledge that I am responsible for the care and feeding of 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 Sale Company), and the Sale company shall not be responsible for any damage or injury to such horses unless caused by gross negligence or willful misconduct on its part. The Sale Company shall have the full authority to distribute such proceeds of sale to me and such other parties as the Sale Company reasonably believes to have an interest in the proceeds and in such priority as the Sale Company reasonably believe appropriate. I further covenant and agree to indemnify and hold the Sale Company 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 Sale Company may deem appropriate.
2. For each horse entered that sells for \$1500.00 or less, I agree to pay to the Sale Company a commission of \$100.00. For each horse that exceeds the selling price of \$1500.00, I agree to pay the Sale Company a commission equal to the greater of six percent (6%) of the highest bid accepted by the auctioneer or \$200.00. Should a horse be bid back in by the consignor or a representative thereof, a no sale fee of 6% of the final bid shall be assessed to the consignor. 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 the Sale Company. I agree to pay all fees and commissions upon demand from the Sale Company. I further agree that the Sale Company may withhold or deduct all fees and/or commissions due from me from my account and/or the proceeds of sale of all or any of my horses, as the Sale Company 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 rescission 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 pay the Sale Company 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 to the Sale Company, prior to the close of the sale session, the fee and commission specified in Paragraph above. I further agree that the Sale Company 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) I 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 the Sale Company shall be so notified within thirty (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 the Sale Company 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 the Sale Company a commission equal to the greater of six percent (6%) of the fair market value of the horse as determined by the Sale Company 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 the Sale Company's veterinarian. The Sale Company shall retain a lien in all proceeds in my account for any unpaid withdrawal fees and the Sale Company 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 the Sale Company shall have the power, in its sole discretion: (a) to reject any entry at anytime, (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 a special announcement at the time of sale concerning any horse entered, which in the opinion of the Sale Company is appropriate, (f) to amend the Conditions of Sale from time to time in its discretion, (g) to withdraw any horse from the sale if I fail to disclose any lien upon such horse or if I fail to obtain the written consent of any lien holder to the sale of such horse, (h) to withdraw any horse from the Sale if the Sale Company 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 the Sale Company 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 the time of sale. In the event the Sale Company exercises any of the foregoing powers, it shall not be liable to me for damages unless the exercise of the Sale Company's gross negligence or willful misconduct.
7. I authorize the Sale Company to deliver possession of any horse sold to the buyer, so long as the Sale Company retains the registration certificate until payment has been received

and collected. The Sale Company has no liability to me if any horse is sold on credit authorized or extended by me or on my behalf and any portion of the sale price is not paid to the Sale Company. If credit is authorized or extended by me or on my behalf, I agree that my sole remedy shall be against the defaulting purchaser and that I am nonetheless liable for all entry fees, sales commissions due to the Sale Company.

8. I agree that in the event the successful bidder on any horse entered by me in this sale fails to present himself to arrange for settlement as provided for in the conditions of sale, or should such bidder upon presenting himself be determined to be financially irresponsible by the Sale Company, and such bidder has not been extended credit by the Sale Company, such horse or horses may be put up for resale for my account, and the Sale Company shall not be liable for any deficit should the final bid on resale be less than that on the initial sale. In the event of such resale, the amount of commission due to the Sale Company by me shall be based on the original sale price. I further agree that should conditions make resale as herein provided impossible or inappropriate in the sole opinion of the Sale Company, the horse or horses may be returned to me, at my expense, as unsold, together with a waiver of the sales commission only be the Sale Company.
9. I covenant and agree to indemnify and hold the Sale Company, 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, the Sale Company's 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 the Sale Company in upholding the Conditions of Sale. I agree that I am solely responsible for the care of each horse and all information pertaining to each horse. The Sale Company is not responsible for any condition or information regarding the horse whatsoever. When the auctioneer's gavel falls on 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.
10. I agree that in the event the Coggins test results furnished by me for any horse entered in the named sale are not in a form acceptable to any state, province or national racing commission or regulatory agency, the Sale Company may have the horse retested, and all expenses incurred therefore, including board, testing and transportation should be paid by me.
11. I agree to pay a Twenty-Five Dollar (\$25.00) late charge fee for each required item, such as registration certificate or Coggins test, which is not in the Sale Company 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 Sale Company.
12. The horses consigned to this sale are entirely at my risk until sold and completely paid for or satisfactory credit arrangements have been made. The Sale Company is acting only 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 the Sale Company and, further, that I have the affirmative duty to examine the catalogue pages on which horses consigned by me appear, prior to the sale, and to report any inaccuracies to the Sale Company prior to the time of sale so that it may make an appropriate announcement at the time of sale. I hereby release and hold harmless the Sale 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 the Sales Office not later than fifteen minutes prior to commencement of the sales session in which the horse sells.

I agree that the Sales Company is absolved from any liability if these procedures are not strictly followed. I shall solely be responsible for having such announcements made and for their accuracy and I hereby release and hold the Sale Company harmless from any errors and omissions including the Sale Company'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 the Sale Company against any suit brought arising out of or due to the sale of any of the horses. **If any horse is considered to be a Ridgeling, 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 consignor accepts full responsibility to provide the sales company with a written statement which shall be announced prior to the sale of the yearling. I hereby release and hold harmless the Sale Company, its partners and employees, from any and all costs, liabilities, and expenses (including attorney's fees) incurred as a result of any inaccuracies or failure to make any required statements relating to the disclosure of any such information as set forth above.

13. All horses are to be blood-typed and/or DNA tested for parentage verification and the results furnished to the Sale Company. 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 the Sale Company for any damages, but I agree that I will nevertheless pay the Sale Company the cataloguing fee and commission set forth in Paragraph 3 and indemnify the Sale Company for any costs, including attorneys' fees, incurred by the Sale Company
14. I agree that any dispute relating to this contract, or my obligations hereunder, shall be determined under the law of Indiana Jurisdiction. I agree to indemnify and hold the Sale Company harmless from all costs and expenses, including reasonable attorneys' fee, incurred as a result of my default hereunder or incurred as a result of disputes with third parties relating to my horse.
15. I agree to be bound by this contract and the Conditions of Sale printed in the Sales Catalogue, and incorporate herein by reference, and further agree that the Sale Company 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.



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Consignor _____

Name of Yearling _____ Filly _____ Colt _____

Sire _____ Dam _____

Listed below are most of the stakes to which your yearling may be nominated to. Please mark (x) on the lines, the stakes to which your yearling has been made eligible to. In the space following, add any additional stakes not found on the list. **Please return to the office by May 31.**

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Adios | <input type="checkbox"/> H Dancer Trot (NJ) | <input type="checkbox"/> International Stallion | <input type="checkbox"/> Ralph Wilfong # _____ |
| <input type="checkbox"/> Arden Downs | <input type="checkbox"/> Dexter Cup | <input type="checkbox"/> Kentucky Futurity | <input type="checkbox"/> Review Stake |
| <input type="checkbox"/> Art Rooney | <input type="checkbox"/> Flamboro Breeders | <input type="checkbox"/> Lady Maud Pace (f) | <input type="checkbox"/> Reynolds Memorial |
| <input type="checkbox"/> Babic (NJ) | <input type="checkbox"/> Fox Stake | <input type="checkbox"/> Lady Suffolk Trot (f) | <input type="checkbox"/> Simcoe |
| <input type="checkbox"/> Bloomsburg Fair | <input type="checkbox"/> Freehold Stake | <input type="checkbox"/> Landmark | <input type="checkbox"/> J Simpson Memorial |
| <input type="checkbox"/> Bluegrass | <input type="checkbox"/> Great Midwest | <input type="checkbox"/> Little Brown Jug | <input type="checkbox"/> Shady Daisy Pace (f) |
| <input type="checkbox"/> Breeders Crown | <input type="checkbox"/> Hambletonian | <input type="checkbox"/> L.B. Jugette (f) | <input type="checkbox"/> Smullin |
| <input type="checkbox"/> The Buckette (f) | <input type="checkbox"/> Hambletonian Oaks (f) | <input type="checkbox"/> Lou Babic | <input type="checkbox"/> The James Lynch (f) |
| <input type="checkbox"/> Cane Pace | <input type="checkbox"/> M. Hempt Memorial | <input type="checkbox"/> Messenger | <input type="checkbox"/> The Standardbred Stake |
| <input type="checkbox"/> Champlain Stakes | <input type="checkbox"/> Historic Series | <input type="checkbox"/> Molly Pitcher (f) | <input type="checkbox"/> The Tattersalls Pace |
| <input type="checkbox"/> Charles Smith (NJ) | <input type="checkbox"/> Hoosier Cup | <input type="checkbox"/> NJ Classic | <input type="checkbox"/> Tompkins-Geers |
| <input type="checkbox"/> Cleveland Classic | <input type="checkbox"/> Hoosier Stake # _____ | <input type="checkbox"/> Old Oaken Bucket | <input type="checkbox"/> Yonkers Trot |
| <input type="checkbox"/> Courageous Lady (f) | <input type="checkbox"/> The Horseman # _____ | <input type="checkbox"/> Parshall Memorial Fut. | <input type="checkbox"/> Zweig Memorial |
| <input type="checkbox"/> Currier & Ives | <input type="checkbox"/> The Hudson Trot (f) | <input type="checkbox"/> Progress Stake | |

Additional Stakes: _____

All Indiana sired yearlings are eligible to the Indiana program provided the sires have been registered in Indiana. Nomination payment is due in the spring of the 2 yr. old year.

Following are several staking services used within the industry:

Bluegrass Staking Service
PO Box 1014
Versailles, KY 40383
Ph: 859-873-1211
Fax: 859-873-5824
mfreibert@bgstaking.com

Amy Wildman Staking Service
PO Box 1058
Grove City, OH 43123
Ph: 614-875-1180
Fax: 614-871-4853
amystaking@aol.com

Hoosier Hoofprints
9200 W 300 N
Scipio, IN 47273
Ph: 765-215-6525
hoosiercharm@gmail.com