

# 2008 CONSIGNORS CONTRACT

I request consignment of the horse listed herein and by doing so agree to be bound by the rules and conditions of the **Rocky Mountain Breeders Association**. I further understand and agree to:

Warrant title to each consigned animal entered herein and agree to defend said title against all adverse claims. Rocky Mountain Breeders Association (RMBA) may act as my agent in the named sale at public auction of the named animals, with full authority to transfer title thereon and to receive the proceeds of such sale for my account. I covenant and agree to indemnify and hold harmless RMBA from any and all costs, liabilities and sundry expenses (including attorney fees) incurred because of, or arising out of, any question of title of defect to any or all consigned animals, or resulting from any liens, attachments or claims against the net proceeds from the sale thereof. All title to interests in, and possession of, each consignment shall remain with me until the fall of the gavel or other such customary manner of announcement of the completion of the sale.

Hold RMBA members, Sale Management, Board of Directors and volunteers harmless from any damage to me or my horse in the event that unusual or unforeseen circumstances result in the change of location, change in time or date, cancellation or similar modification of the named sale.

Abide by all established customs and practices of sales conducted by RMBA.

A non-refundable catalog fee of \$100.00 (One hundred Dollars) shall be paid to RMBA at the time of consignment for each horse entered in the sale. Substitutions may be made with a Vet certificate.

RMBA shall deduct from my account and retain a sales commission, exclusive of the nonrefundable catalog fee, of 7% of the final bid on each animal entering the sales ring for my account, and in the event of a deficit in my account I shall immediately pay to RMBA the balance due.

Any horse entered in the sale must go through the sale ring. Failure to do so will result in a \$50.00 penalty, unless injured or removed at Management's approval.

There is a \$50.00 (Fifty-dollar) Pass Out fee or a 7% commission on the final bid, whichever is greater. Registration Papers of horses that are Passed Out (No Sale) will be mailed to owner within 10 days of the sale.

All horses (with no stated guarantees) sell "as is" with any and all guarantees strictly between the buyer and the seller. However, Seller represents the horse entered is in reasonable and sound condition with no known physical alteration, defects or detrimental conditions. Upon notice to RMBA of buyer dissatisfaction within the specified period, funds for the seller's account will not be distributed until such time as both buyer and seller agree on settlement, in writing, to RMBA.

(over)

Deliver to RMBA upon arrival at sale grounds on Sale Weekend, **the original certificate of Registration, a current Coggins test report, a current brand inspection and a signed transfer certificate.** Horses whose sellers fail to provide all of the above will not be eligible for sale. In the event additional information or payment is required or requested by RMBA or breed association to complete registration, I agree the RMBA may with hold any monies due until such requirements are met by me. I further agree that in the event any animal entered by me is unsold at the conclusion of the named sale, RMBA shall have the right to hold the certificate of registration of such animal(s) pending settlement of all charges payable by me to RMBA.

Sale proceeds will be issued to consignors within fifteen (15) banking days.

RMBA shall have the power (1) to reject any entry at any time; (2) limit number of consignments and/or close consignments on or before entry deadline; (3) to determine the order of sales of all entries; (4) to assign or charge stabling facilities as it deems necessary, and (5) to make any special announcements which, in its opinion, are deemed appropriate at time of sale concerning any animal entered.

I, hereby for myself, my horse(s), my heirs, executors and personal representative, waive and release any and all rights and claims for damages, I may have against RMBA, the sponsors and Board of Directors, staff volunteers, RMBA members, their representatives, successors and assignors for any and all damages or injuries incurred due to my participation in this event.

As a member of the Rocky Mountain Breeders Association and a consignor to the RMBA Sale on August 23, 2008 I hereby waive the requirement of a bond in accordance to the Montana Code Annotated (MCA) section 81-8-214 for the Sale to be held on 8/23/08 at 2:00 PM. I understand the sale is sponsored by the Rocky Mountain Breeders Association.

*I represent that I have read all the forgoing terms and conditions of sale, have signed this contract with full and complete understanding thereof, and agree to be bound by said terms and conditions. All information provided by me on this contract is true and accurate to the best of my knowledge and belief:*

Name of consignor: *(please print)* \_\_\_\_\_

Date: \_\_\_\_\_

Signature of owner: \_\_\_\_\_

### **Signed contract required for acceptance**

Mail this **Contract**, along with **Bond Waiver, Consignment Application, copy of Registration papers** (*not original*) to RMBA by June 20, 2008.

**To:  
Gail Morris  
P.O. Box 129  
Ulm, Montana 59485**